General and product-related terms and conditions of business (GTCs) of TecAlliance

Version 2.5, status as of: 25/03/2022

These GTCs govern the contractual relations between TecAlliance and its customers, provided that no individual contractual agreements have been concluded between the parties.

These GTCs are divided into the following sections:

1. General Terms and Conditions

1.1. Definitions

1.1.1. **Working day:** Weekdays Monday through Friday, except for legal holidays in the Federal Republic of Germany and the dates 24 December and 31 December.

1.1.2. **Force majeure:** Unforeseeable, unavoidable incidents that are beyond the control of all the parties of the contract and which could not be avoided under the given circumstances with reasonable, acceptable resources, especially wars, civil wars, revolutions, earthquake, hurricane, fire, or pandemics.

1.1.3. **IAM/Independent Automotive Aftermarket**: Market for the maintenance and repair of vehicles independent of the vehicle manufacturers' sales and service networks, including

- repair facilities
- manufacturers or distributors of workshop equipment,
- tools or spare parts,
- publishers of technical information,
- automobile clubs, roadside assistance services,
- providers of inspection and testing services,
- facilities for the education and training of mechanics,
- manufacturers and repair staff for equipment to convert vehicles to run on alternative fuels.

1.1.4. **IAM Europe** includes Albania, Andorra, Austria, Belarus, Belgium, Bosnia & Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russia, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, United Kingdom, Vatican City.

1.1.5. **Group:** affiliated companies as defined in §§ 15 et seq. of German Stock Corporation Act.

1.1.6. **Online marketplace**: Online sales platform that can be used by both the customer and registered third-party retailers to buy spare parts.

1.2. Scope of these terms and conditions

1.2.1. The following terms and conditions apply to all deliveries, services and offers of TecAlliance GmbH, Steinheilstrasse 10, 85737 Ismaning, Germany (hereinafter: TecAlliance).

1.2.2. These General Terms and Conditions shall also apply to deliveries, services and offers of the companies affiliated with TecAlliance in accordance with §§15 e seq. of AktG (German Stock Corporation Act), provided that these General Terms and Conditions are explicitly referred to in the respective offers. In this case, the contractual partner is the affiliated company named in the offer.

1.2.3. These GTCs shall also apply to TecAlliance deliveries, services and offers that have been facilitated by third parties, provided that the offers in question contain an explicit reference to these GTCs. TecAlliance shall be the contractual partner in such a case.

1.2.4. TecAlliance's business operations are focussed on business with companies within the meaning of Section 14 of BGB (German Civil Code). These terms and conditions do not apply to legal transactions with consumers within the meaning of Section 13 of BGB.

1.2.5. Conflicting terms and conditions of the customer are not part of the contract.

1.2.6. Regulations that deviate from and/or supplement these terms and conditions shall only be valid if they are specified in individual agreements in text form.

1.3. Offer and conclusion of contract

1.3.1. Unless expressly stated otherwise, TecAlliance's offers in text form are binding.

1.3.2. TecAlliance offers can be accepted within six (6) weeks of the offer date.

1.3.3. Acceptance of TecAlliance's offer in text form by the customer shall constitute a contract between the parties for the services offered.

1.4. Scope of Service

1.4.1. The content and scope of the services to be provided by TecAlliance shall be based on the offer, the specification of service, the project description, these terms and conditions and other provisions agreed in individual contracts.

1.4.2. **Licensing of TecDoc databases (Data)**

1.4.2.1. **Content of the service**

1.4.2.1.1. The content of the service is the provision of a database and database contents in accordance with the contractual arrangements.

1.4.2.1.2. Details of the database provided can be found in the specification of service.

1.4.2.1.3. TecAlliance is entitled to safeguard the database and its contents with protective technical measures in order to protect them against unauthorised copying. The customer is not entitled to remove or circumvent these protective measures.

1.4.2.2. **Granting of rights of use**

1.4.2.2.1. The customer acknowledges that the provided database and its contents are works protected by copyright and ancillary copyright.

1.4.2.2.2. TecAlliance shall grant the customer the non-exclusive, non-transferable and non-sublicensable right, limited in time to the duration of the contract, to duplicate and distribute the database and the database contents and to make them publicly accessible exclusively for the projects named in the project description, in accordance with the provisions of these terms and conditions.

1.4.2.2.3. The customer is entitled to use service providers within the framework of the projects specified in the project description and to transfer the TecDoc database and database contents to them within this framework. The customer is obligated to communicate this to TecAlliance in text form. This does not affect the customer's responsibility for compliance with these contractual conditions.

1.4.2.2.4. Any use going beyond the contractual agreement, as well as the transfer of the database and the database contents to third parties, shall be prohibited.

1.4.2.3. **Customer obligations**

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1.4.2.3.1. The customer is obligated to install an effective security mechanism to protect against changes, unauthorised duplication, distribution or manipulation of TecDoc data (e.g. firewall) in accordance with the current state of the art. In particular, the customer must ensure that any modification or systematic reading of the database, in particular the downloading thereof, is technically impossible.

1.4.2.3.2. TecAlliance is entitled, but not obligated, to examine the customer's project with respect to its use pursuant to the contract. To this end, the customer is obligated to grant TecAlliance an appropriate test access to the project free of charge.

1.4.2.4. Web service/data stream

If the database is provided via a web service, the following conditions shall also apply.

1.4.2.4.1. Implementation period

1.4.2.4.1.1. After the conclusion of the contract, the customer shall be granted an implementation period of sixty (60) calendar days upon request. This starts with the transmission of the relevant account data by TecAlliance.

1.4.2.4.1.2. The implementation period shall be used for the integration of the web service into the customer's system. A production use of the web service and the provision of public access to the database shall be prohibited during the implementation period.

1.4.2.4.1.3. A one-off set-up fee shall be due for the implementation period. Licence fees shall not be incurred during the implementation period.

1.4.2.4.1.4. The implementation period shall not be credited against the minimum term of the contract.

1.4.2.4.2. Right of termination

The customer may terminate the contract with immediate effect during the first thirty (30) calendar days of the implementation period.

1.4.2.4.3. Caching

1.4.2.4.3.1. All access to the database and database content must be via the Web Service.

1.4.2.4.3.2. The temporarily storage of Web Service data (caching) is permitted, provided that it is used exclusively for user inquiries and lasts only until the next update of the respective data in the Web Service, however no more than 30 days.

1.4.2.4.3.3. Data from "RMI Notes" and data that is billed based on use (e.g. per click, per query, based on volume) may not be stored temporarily.

1.4.2.4.3.4. Data for invoice and delivery documents may be stored indefinitely.

1.4.2.5. Violation of the contractual conditions/contractual penalty

1.4.2.5.1. If the customer violates the terms of the contract and does not provide a remedy within a reasonable time in response to a warning by TecAlliance, all rights of use granted under this contract shall immediately become invalid and automatically revert to TecAlliance. In this case, the customer shall immediately and completely stop using the database, delete all copies existing on its systems and delete any backup copies made or return them to TecAlliance.

1.4.2.5.2. Each individual culpable violation of the contractual conditions by the customer shall result in the payment of an appropriate contractual penalty to TecAlliance. The amount of the contractual penalty shall be determined by TecAlliance at its reasonable discretion but shall not be less than EUR 10,000 in cases of infringement of intellectual property. In the event of a dispute, the amount of the contractual penalty may be reviewed by the competent court. Further claims of TecAlliance remain unaffected. In the event of a claim for compensation, the contractual penalty shall be set off against the compensation.

1.4.2.6. Consequences of the termination of the contract

In the event of termination of the contract – for whatever reason – the customer shall immediately and completely desist from using the database, delete all copies existing on its systems, and delete any backup copies made or return them to TecAlliance. This obligation shall not apply if and as long as the storage of the data is required on the basis of a statutory storage obligation.

1.4.3. Licensing of software solutions (Solutions)

1.4.3.1. The content of the service is the provision of software in accordance with the contractual arrangements.

1.4.3.2. Details of the software provided can be found in the specification of service.

1.4.3.3. TecAlliance is entitled to safeguard the software with technical protective measures in order to protect it against unauthorised copying. The customer is not entitled to remove or circumvent these protective measures.

1.4.4. Use of services (consulting & services)

The content of the service is the provision of services by TecAlliance in accordance with the offer and the contractual arrangements.

1.4.4.1.1. Details of the services to be provided are defined in the specification of service.

1.5. Service quotas

1.5.1. In the event that service quotas are agreed on, the customer acquires a specified number of one-off services by paying for them in advance. The service subject to quota, the scope of the quota and the quota's potential validity shall be specified in the offer.

1.5.2. Each use of a one-off service reduces the agreed quota by one (1). As soon as the quota reaches zero (0), use of this service is no longer possible.

1.5.3. If automatic renewal of the quota is agreed, the previously acquired quota is automatically renewed after the quota has been used up and a corresponding invoice is sent to the customer. The customer can end the automatic renewal in text form at any time.

1.5.4. If a quota is agreed, the unused service entitlements are forfeited at the end of the validity period.

1.6. Prices, invoicing, payment period

1.6.1. The prices stated in the offer shall be net prices without any accruing taxes or fees.

1.6.2. In the event that prices based on usage and/or turnover are agreed on, the customer is obliged to report the usage or turnover figures which are relevant for the invoicing to TecAlliance in text form on the fifth day of each month following the end of a quarter (i.e. on 5 January, 5 April, 5 July and 5 October) without further request from TecAlliance. If there are justifiable doubts about the reported figures, TecDoc may commission an independent auditor to verify the information provided at its own expense. If a deviation of more than 3 per cent is discovered during the audit, the customer must pay the costs of the audit.

1.6.3. In case of one-off services, invoices shall be issued immediately after the service has been rendered. For service quotas as referred to in clause 1.5, invoicing takes place immediately after conclusion of the contract (payment in advance). In the case of continuing obligations, an invoice shall be issued annually. Invoices can be issued for calendar years that have already started on a pro rata basis, if applicable.

1.6.4. Payment shall be due within 30 days of the receipt of the invoice.

1.7. Price adjustments

1.7.1. TecAlliance is authorised to adjust the prices to be paid on the basis of this contract to the development of the total costs relevant for the price calculation, at TecAlliance's reasonable discretion according to § 315 of BGB.

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1.7.2. The total costs shall consist primarily of costs for the provision of our products (e.g. for hardware and software, hosting services, operation of technical infrastructure, technical service), costs for customer administration (e.g. for support, billing and IT systems), service and personnel costs, other costs (e.g. administration, energy, rentals, IT systems) and charges for taxes, fees and other government levies.

1.7.3. A price adjustment may be considered if and insofar as the total costs which are relevant for the price calculation increase or decrease after conclusion of the contract. TecAlliance shall apply objectively verifiable standards when adjusting the price within the framework of its right to determine the performance pursuant to Section 315 of BGB.

1.7.4. Price increases shall be communicated to the customer in text form. The change shall be considered to have been accepted if the customer does not raise an objection in text form within a period of six (6) weeks after the disclosure of the change. This consequence shall be expressly pointed out to the customer when the change is disclosed. If the customer objects to the intended price increase in due time and form, the contract shall continue to apply under the previous conditions.

1.7.5. Price reductions shall be communicated to the customer in text form.

1.7.6. Irrespective of the above provisions, TecAlliance is entitled (in the event of an increase of the statutory value added tax) and obliged (in the event of a reduction) to adjust the prices accordingly at the time of the respective change, without the customer being entitled to object.

1.8. Term and termination of the contract

1.8.1. The contractual period for one-off services shall end when the service has been provided in full.

1.8.2. The contractual period for services subject to quota (clause 1.5) shall end when the last one-off service has been provided (quota = 0) or when the agreed validity period expires, whichever occurs first.

1.8.3. Long-term obligations shall be concluded for an indefinite period, but for a term of no less than two (2) years. After the expiration of the minimum contract period, the contract may be terminated to the end of the calendar year. The term to give advance notice of cancellation shall be three (3) months.

1.8.4. The right to termination for due cause shall remain unaffected.

1.8.5. In the event of a sale of the customer's company by way of an asset deal and/or a share deal, in which more than 25 per cent of the shares are sold, TecAlliance has a right of extraordinary termination.

1.8.6. Notice of termination – for whatever reason – must be provided in text form.

1.9. Liability

1.9.1. The liability of TecAlliance shall be limited to the foreseeable, direct average damage that is typical of the contract. No compensation shall be granted for indirect damage or subsequent damage or particularly for lost profits. This limitation of liability shall not apply to loss of life, physical injury or damage to the health of the customer, where such injuries or damage are attributable to TecAlliance. The same shall apply to claims by the customer under the German Product Liability Act or within the scope of a guarantee expressly assumed by TecAlliance.

1.9.2. In other respects, the liability of the parties shall be governed by the statutory provisions.

1.10. Amendments to the GTCs

1.10.1. TecAlliance shall be entitled to make amendments to these GTCs with effect for the future. The customer shall be notified of the amendment in text form. The change shall be considered to have been accepted if the customer does not raise an objection in text form within a period of six (6) weeks after the disclosure of the change. This consequence shall be expressly pointed out to the customer when the

change is disclosed. If the customer objects to the intended change in due time and form, the contract shall continue to apply under the previous conditions.

1.11. Export control provisions

The customer is obliged to comply with the relevant applicable regulations of the national and international export control law when using the TecAlliance products and services. The customer shall completely release TecAlliance from all claims that are filed by public authorities or third parties against TecAlliance for non-observance of the applicable obligations under the export control law by the customer and is obliged to compensate TecAlliance for any losses and expenses incurred by it in this connection.

1.12. Other provisions

1.12.1. The customer is obligated to notify TecAlliance immediately of any changes to company and contact information relevant to the contract.

1.12.2. The customer may only transfer rights and obligations arising from or in connection with the contract to third parties after receiving the express advance consent of TecAlliance in text form.

1.12.3. TecAlliance shall be entitled to render services through subcontracted third parties, in whole or in part. TecAlliance shall be liable for the provision of services by subcontractors as it is liable for its own actions.

1.12.4. In the event the customer merges with another company, this contract shall apply only to the part of the customer existing at the time of the signing of the contract. If the customer splits up into separate companies, then this contract shall only be transferred to one legal successor.

1.12.5. The customer may only assert a right of retention for claims arising from the respective contract.

1.12.6. The contract shall be exclusively subject to the law of the Federal Republic of Germany with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11/04/1980 (UN Sales Convention).

1.12.7. The place of performance for all deliveries and services arising from the contract shall be the registered office of TecAlliance.

1.12.8. In the event of disputes arising from or in connection with this contract, the parties shall first attempt to settle these through negotiation. The obligation to settle disputes through negotiation shall be regarded as met if, following a request in text form for the commencement of negotiations by one of the parties, the parties have exchanged views on the subject matter of the dispute in written form, verbally or by telephone. If the dispute has not been fully settled within 30 days after receipt of a request to commence negotiations, the dispute shall be subject to legal action pursuant to the following provisions.

1.12.9. If the customer has its registered office within the European Union, all disputes arising from or in connection with this contract and not settled by negotiations pursuant to clause 1.12.8 shall be subject to due legal process. The exclusive court of jurisdiction for all legal disputes arising from this contract shall be Cologne, Germany, provided that both parties are businesses or corporate bodies under public law.

1.12.10. If the customer has its registered office outside the European Union, all disputes arising from or in connection with this contract and not settled by negotiations pursuant to clause 1.12.8 shall be finally settled by a court of arbitration at the German Institution of Arbitration (Deutsche Institution für Schiedsgerichtsbarkeit e.V. (DIS) in accordance with the United Nations Rules of Arbitration UNCITRAL, with due legal recourse excluded. The court of arbitration shall consist of a

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single judge. The place of arbitration shall be the headquarters of TecAlliance. The language of the proceedings shall be English.

1.12.11.   All annexes and documents mentioned in these terms and conditions are an integral part of the contract.

1.12.12.   If these terms and conditions are provided in a language other than German, this shall be for information purposes only. The German version of these terms and conditions shall be the only binding version for the contracting parties.

1.13. Orders using the TecAlliance online shop

1.13.1.   **Scope**

1.13.1.1.   TecAlliance operates a sales platform at the URL https://solutions.tecalliance.net (online shop).

1.13.1.2.   To the extent that the conditions in this section differ from the remainder of the GTCs, the conditions of this section shall apply to orders placed by the Customer in the online shop.

1.13.2.   **Offer and conclusion of contract**

1.13.2.1.   Each customer order made via the online shop is considered an offer from the Customer to TecAlliance for the conclusion of a contract regarding the ordered products.

1.13.2.2.   Upon receipt of the order by TecAlliance, the Customer shall receive an e-mail confirming receipt of the order by TecAlliance and stating its details (order confirmation).

1.13.2.3.   The order confirmation constitutes an acceptance of the Customer's offer.

1.13.3.   **Subscription**

1.13.3.1.   Certain products may be ordered in the online shop on a subscription basis. The Customer has the possibility of selecting this option during the order process.

1.13.3.2.   The ordering of a subscription establishes an obligation for regular payment that lasts twelve (12) months.

1.13.3.3.   The subscription is automatically extended by a further 12 months unless it is cancelled before the end of the contract term in the customer area of the online shop.

1.13.4.   **Delivery**

The access data for the ordered products will be made available to the Customer in the customer area of the online shop following full payment.

1.13.5.   **Payment and due date**

1.13.5.1.   Payment shall be made using one of the methods of payment offered during the order process.

1.13.5.2.   Payments are due upon conclusion of the contract.

1.14. Use of user-generated data

1.14.1.   TecAlliance is authorised to use all data generated when using TecAlliance products (user-generated data) for its own purposes in any current or future TecAlliance products and to exploit it commercially.

1.14.2.   This particularly affects data that has been provided to TecAlliance by users themselves, data that accrues when using TecAlliance products, log files and statistics.

1.14.3.   Personal data falling within the scope of GDPR is explicitly excluded from this authorisation. Processing of personal data has been conclusively described in the TecAlliance data protection statement.

2. Special terms and conditions of business TecDoc

2.1. Catalogue Data

2.1.1. Content of the service

The fact that the article data contained in the "TecDoc Catalogue Data" database originates from data suppliers and is not checked by TecAlliance for correctness, completeness or currency represents an important basis of the contract.

2.1.2. Scope of use

2.1.2.1.   The customer's right of use includes the use of the article data of the agreed brands in the agreed languages. The customer is advised that certain data is subject to country-specific restrictions. The use of the data outside the permitted countries is the sole responsibility of the customer.

2.1.2.2.   The database may only be used in connection with new parts, refurbished parts or replacement parts. Refurbished parts and replacement parts are reconditioned used parts that are labelled with a trademark or brand of the re-manufacturer and that do not differ substantially in terms of quality, function and durability from new parts.

2.1.2.3.   Use of the data for the used parts trade shall not be permitted. Used parts are parts that are reused without further reworking and still bear the trademark of the vehicle manufacturer or the original parts manufacturer.

2.1.2.4.   The use of the article data for original spare parts of car manufacturers is prohibited. Original spare parts are those parts that bear the trademark of the vehicle manufacturer.

2.1.2.5.   The customer may only display article data of articles that it actually sells. It is sufficient for the customer to always have the displayed articles in its product range. In this case, the temporary unavailability of an article is not relevant.

2.1.2.6.   The customer is obliged to display at least the following article data for each article: Brand name of the manufacturer, manufacturer's article number, any product restrictions. This information must be made accessible in a simple way in direct connection with the article information.

2.1.2.7.   Additional information and images relating to an article (e.g. links to OEM numbers, technical information, installation information, dimensions) may only be used in conjunction with the respective article.

2.1.2.8.   Where manufacturers have provided cross-references to vehicle manufacturer numbers or competitor products, these may only be used in the provided allocation. The customer is not entitled to add cross-references that are not already available in the database.

2.1.2.9.   Use of the TecDoc Catalogue Data database and the database contents for advertisements (e.g. banner advertising, retargeting, newsletters) or other marketing channels (e.g. price comparison portals, product test platforms, social media platforms) for the project named in the project description is permitted.

2.1.2.10.   The use of the TecDoc Catalogue Data database and the database contents for direct distribution on third-party platforms (e.g. sales platforms, online marketplaces or similar distribution channels) is only permitted if the third-party platform is licensed by TecAlliance and named within the scope of the customer's project description.

2.1.3. Obligations to provide information

2.1.3.1.   **"TecDoc Inside" signet**

After conclusion of the contract, the customer is obligated to apply the "TecDoc inside" signet provided by TecAlliance, in colour or black and white, to the homepage of the online shop and/or to the packaging and/or to the programme of the offline catalogue and/or to any other medium in which the database is published. Editing the logo is not permitted. Only the size of the logo may be altered, maintaining the aspect ratio, whereby the width may not be less than 100 pixels or 3 cm.

2.1.3.2.   **Copyright notice**

The customer is obligated to include the text of the notice published at https://www.tecalliance.net/de/copyright-note/ on the homepage of the online shop and/or on the packaging and/or in the programme of the offline catalogue and/or in any other medium in which the TecDoc Catalogue Data database or database contents are published. The notice must be shown in the chosen project language. The notice must not be edited. The font size must be at least 10 pt. The text colour must clearly stand out from the background.

As an alternative, this obligation can be satisfied by linking the "TecDoc Inside" signet to the page https://www.tecalliance.net/de/copyright-note/.

2.1.3.3.   **Supplementary information**

The customer is obligated to inform all users, by means of a notice, that they may have to obtain supplementary information to ensure that the part identified in the database in fact corresponds to the part searched for and is suitable for the vehicle in question. TecAlliance does not specify the wording of the notice.

2.1.4. Further obligations of the customer

2.1.4.1.   The Customer must ensure that the published data is immediately updated and correctly and completely presented. The customer must indicate the version and the validity of the respective data.

2.2. Catalogue Data (Marketplace)

If the TecDoc Catalogue Data product is used for an online marketplace, the following conditions shall also apply in addition to number 2.1.

2.2.1. Scope of use

2.2.1.1.   The customer's right of use is limited to the use of the 'TecDoc Catalogue Data' TecDoc database within the framework of the agreed-upon online marketplace. Any further use, in particular, with regard to implementing projects outside the solutions described in this Agreement, is excluded.

2.2.1.2.   The right of the customer to disseminate the TecDoc data to third-party retailers in the online marketplace or make this data openly available to them shall be subject to the condition that a licence agreement corresponding to the utilisation in question has been concluded between the respective third-party retailer and TecAlliance, and that TecAlliance has been notified in text form about the transfer of data.

2.3. Reference Data

2.3.1. Scope of use

2.3.1.1.   The contractually agreed right of use includes the use of the reference data for the selected regions in the selected languages. The customer is advised that certain data is subject to country-specific restrictions.

2.3.1.2.   The right to use this data for purposes that have not been contractually agreed upon, especially linking this data with other data to provide one's own services, is subject to prior approval in text form by TecAlliance.

2.3.2. Obligations to provide information

2.3.2.1.   **"TecDoc Inside" signet**

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2.3.2.2.   **Copyright notice**

The customer is obligated to publish the copyright notice under https://www.tecalliance.net/de/copyright-note/ on the homepage of

the online shop and/or on the packaging and/or in the programme of the offline catalogue and/or in any other medium in which the TecDoc data is published. The notice must be shown in the chosen project language. The notice must not be edited. The font size must be at least 10 pt. The text colour must clearly stand out from the background. As an alternative, this obligation can be satisfied by linking the "TecDoc Inside" signet to the page https://www.tecalliance.net/de/copyright-note/.

2.4. VIN Catalogue – TRUCK

2.4.1. Content of the service

The provided data comes from the relevant vehicle manufacturers and cannot be checked by TecAlliance for accuracy, completeness and up-to-dateness.

2.4.2. Conditions of use

2.4.2.1.   The data of the manufacturer DAF may only be used within the European Union and the European Economic Area (EEA).

2.4.2.2.   The data of manufacturers Renault and Volvo may only be used within the European Economic Area (EEA).

2.4.2.3.   The data of the manufacturers Scania and IVECO may only be used within the European Union.

2.4.3. Manufacturer notices

2.4.3.1.   DAF Trucks: The TecDoc VIN Catalogue - Truck is published without the participation and approval of DAF Trucks. It is possible that the information in TecDoc VIN Catalogue - Truck does not accurately or completely present the corresponding information published by DAF Trucks itself. Therefore, DAF Trucks cannot be held liable for the information contained in TecDoc VIN Catalogue - Truck. In addition, it cannot be held liable for the safety, reliability, fuel consumption or exhaust emission levels of vehicles that are serviced or repaired on the basis of the information contained in TecDoc VIN Catalogue - Truck.

2.4.3.2.   MAN: licensed by MAN Truck & Bus.

2.5. Vehicle in Operation, Global Vehicle Data, OE Data

2.5.1. Content of the service

2.5.1.1.   Some of the data provided originates from third-party sources; TecAlliance cannot accept any liability for the accuracy of this data. The customer acknowledges that the data provided by TecAlliance may also contain estimates and justified assumptions. The customer shall therefore always indemnify TecAlliance against all claims of third parties who could suffer damage as a result of the use of the data supplied by TecAlliance.

2.5.2. Scope of use

2.5.2.1.   The customer is obligated to always transfer the database correctly and completely, unless these terms and conditions or other agreements in text form specify a different arrangement.

2.5.2.2.   The customer is entitled to use the data internally for the improvement and enrichment of its own database.

2.5.2.3.   Enriching or combining the data with other data, which results in its deanonymisation or re-identification, is not permitted.

2.5.2.4.   The customer is entitled to market this enriched database to its customers in the automotive aftermarket. The sale of the raw data provided in accordance with this agreement shall not be permitted.

2.5.3. Consequences of the termination of the contract

2.5.3.1.   In the event of the termination of this contract, the customer shall cease to market the enriched database to its customers.

2.5.3.2.   The termination of this agreement shall not affect the continued use by the customer's customers of any products that are sold by the customer prior to termination.

2.6. Individual truck OE data package via VIN

2.6.1. Content of the service

The provided data originates from the vehicle manufacturers and cannot be checked by TecAlliance for accuracy, completeness and current status.

2.6.2. Scope of use

The data provided may only be used for internal purposes, for publication in the customer's own information systems and for publication within TecAlliance systems. Any further publication of the data and/or transfer to third parties is explicitly prohibited.

2.6.3. Conditions of use

2.6.3.1.1.   The data of the manufacturer DAF may only be used within the European Union and the European Economic Area (EEA).

2.6.3.2.   The data of manufacturers Renault and Volvo may only be used within the European Economic Area (EEA).

2.6.3.3.   The data of manufacturers Scania and IVECO may only be used within the European Union.

2.6.4. Manufacturer notices

2.6.4.1.   DAF Trucks: The TecDoc VIN Catalogue - Truck is published without the participation and approval of DAF Trucks. It is possible that the information in TecDoc VIN Catalogue - Truck does not accurately or completely present the corresponding information published by DAF Trucks itself. Therefore, DAF Trucks cannot be held liable for the information contained in TecDoc VIN Catalogue - Truck. In addition, it cannot be held liable for the safety, reliability, fuel consumption or exhaust emission levels of vehicles that are serviced or repaired on the basis of the information contained in TecDoc VIN Catalogue - Truck.

2.6.4.2.   MAN: licensed by MAN Truck & Bus.

2.7. Catalogue

2.7.1. Content of the service

2.7.1.1.   The fact that the article data contained in the "TecDoc Catalogue" software originates from data suppliers and is not checked by TecAlliance for correctness, completeness or currency represents an important basis of this contract.

2.7.1.2.   Data that is displayed after selecting a certain country shall be applicable only to that country. The data displayed in the software shall lose its validity when the next version of the software is released.

2.7.2. Right of use

2.7.2.1.   The customer acknowledges that the software provided is protected by copyright and ancillary copyright according to the German Copyright Act (UrhG).

2.7.2.2.   TecAlliance grants the customer the non-exclusive, non-transferable and non-sublicensable right, limited in time to the term of this contract, to use the software in accordance with the provisions of these terms and conditions.

2.7.2.3.   Use of the software and/or parts thereof beyond the extent agreed by the contract is not permitted. In particular, the customer is not entitled to allow the software and/or parts thereof to be used by third parties, in whole or in part, or to make them accessible to third parties, to duplicate or sell them, to decompile or disassemble them, unless this is expressly permitted by copyright law.

2.7.2.4.   The use of the software and/or the data contained therein shall be permitted exclusively for the customer's own use.

2.7.2.5.   The installation of a data medium in the customer's company-internal network is permitted. The purchase of a licence allows access to the catalogue from one workstation. Access from multiple workstations is only permitted after the purchase of a corresponding licence.

2.7.2.6.   Any use of the database that exceeds the contractual arrangement, or the provision of the software to third parties, is prohibited.

2.7.2.7. The data from the software may not be duplicated and/or made publicly accessible without the consent of TecAlliance.

2.8. Catalogue White Label

If the Solution TecDoc Catalogue is offered as a white label product (TecDoc Catalogue White Label Solution; TecDoc Catalogue White Label Solution & Trade Module; TecDoc Catalogue Reseller Solution; TecDoc VIN Catalogue Car/Truck), the following provisions shall apply in addition to the clause 2.7.

2.8.1. **Implementation period**

2.8.1.1. The implementation phase is designed to optimise the white label product to customer requirements. Production use of the white label product and public access to the database is prohibited during the implementation phase.

2.8.1.2. The implementation phase begins with the conclusion of the contract and lasts for thirty (30) calendar days.

2.8.1.3. A one-off set-up fee shall be due for the implementation period. Licence fees shall not be incurred during the implementation period.

2.8.1.4. The implementation period shall not be credited against the minimum term of the contract.

2.8.2. **Right of termination**

The customer may terminate the contract with immediate effect during the first fourteen (14) calendar days of the implementation period.

2.9. Catalogue Mobile App

2.9.1. TecAlliance grants the customer the right to use this App for its own needs on an end device that it owns or controls. The terms and conditions of use listed in the store apply. The customer may not alter, reproduce, publish, licence or sell the application or any information or software associated with the App. Furthermore, the customer may not rent, lease or otherwise transfer any rights to this App. Use is permitted solely in accordance with all applicable laws. Should the customer breach any provision of these Terms and Conditions, the right to use this App shall expire with immediate effect.

2.9.2. The use of the App is possible free of charge in the basic version ("Light Version"). The Light Version enables unlimited access to the functions TecIdentify, Social Media, Settings and Information. The further functions of the App are limited or not usable in the Light Version. To use the full version ("Premium Version"), an upgrade of the App is necessary with a corresponding fee-based subscription. The subscription fee can be paid in the form of an in-app purchase.

2.9.3. TecAlliance is the holder of all claims, rights, and entitlements to or on the app. The customer may not alter, adapt or translate the App, nor create derivative works from it, decompile it, reverse engineer it, disassemble it or otherwise attempt to access the source code of this App, unless such is explicitly permitted.

2.10. Data Supplier License

2.10.1. **Content of the service**

2.10.1.1. The customer is a manufacturer or supplier of products in original spare parts quality that are made for and sold in the IAM. TecAlliance will transfer the data provided by the customer into the TecDoc database using appropriate programs and make it available to the IAM in digital form in a format specified by TecAlliance.

2.10.1.1.1. TecAlliance shall only be obligated and the customer shall only be entitled to enter the product data assigned to a brand name (hereinafter referred to as "brand") into the TecDoc database that meet the criteria for registration of a brand valid at the time of conclusion of the contract (cf. section 2.10.2)

2.10.1.1.2. Additional brands may be included after prior agreement in text form for a fee to be agreed on separately.

2.10.1.1.3. The customer warrants that it will only supply data of such products to TecAlliance and that thus only such products will be

presented or distributed in the IAM via TecAlliance that originate from companies in which a quality management system exists.

2.10.1.1.4. The customer must provide this proof by presenting a valid certificate from the producing company for at least the production department.

2.10.1.2. The customer warrants that the data made available is not only intended for a limited clientele of the customer. Data that are only intended for a specific clientele of the customer are excluded from the obligations of TecAlliance, in particular regarding publication and dissemination.

2.10.1.3. The format for the data and the type of data transmission shall be determined by TecAlliance taking into account the respective industry standard; TecAlliance will notify the customer of changes in due time.

2.10.1.4. If TecAlliance provides the customer with software for data delivery, it will be according to the conditions of these General Terms and Conditions.

2.10.1.5. The customer is responsible for backing up the data. TecAlliance only stores the latest version of the supplied data in its systems.

2.10.2. **Criteria for registration of a trademark**

2.10.2.1. The customer affirms to be the owner of the trademark to be registered. If the customer is not the owner of the trademark, the customer warrants to have the permission of the trademark owner to use the trademark in all target countries. Written approval shall be submitted to TecAlliance at the request of TecAlliance prior to the conclusion of the contract or prior to each feed-in of a further trademark.

2.10.2.2. The customer affirms that the trademark to be registered has trademark protection either as a registered trademark and/or a trademark in use as defined by § 4 of the German Trademark Act or the respective local legal provisions with analogous regulatory content.

2.10.2.3. The customer undertakes to comply with the following regulations on the use of trademarks within TecDoc:

2.10.2.3.1. A brand name which in its composition represents a combination of independent brand names may not be used in TecDoc.

2.10.2.3.2. It is not permitted to place the company name in front of the brand name in order to possibly appear earlier in the alphabetical order within the TecDoc database.

2.10.2.3.3. References to trademarks not registered in TecDoc in text fields to be edited by the customer within the scope of data preparation are not permitted.

2.10.2.4. Only the additional article designation is suitable to represent trademarks registered with TecDoc in the sense of a product line. In the case of a reference to a competitor's trademark (which must be registered with TecDoc) as a product line, the brand name of the competitor's trademark must be preceded by "genuine".

2.10.2.5. The customer is obligated to remove from the database any designations that violate these criteria within a reasonable period of time to be set by TecAlliance. This time shall not be less than two (2) weeks but shall be within the time frame of the next data delivery. If the customer does not comply with TecAlliance's request, TecAlliance shall be entitled to arrange for the removal of the data in breach of contract at the customer's expense.

2.10.3. **Responsibility for the data**

2.10.3.1. The customer warrants to be the owner of all rights to publish and use the data supplied. The responsibility for the delivered data lies exclusively with the customer.

2.10.3.2. TecAlliance reserves the right to exclude from publication data which infringe the intellectual property rights of third parties or concern products prohibited by law or products which are subject to an embargo or distribution restrictions. TecAlliance shall informs the

customer of the planned non-publication/deletion of the data concerned and give it the opportunity to respond.

2.10.3.2.1. If the customer does not respond within a reasonable period of time, TecAlliance shall be entitled to delete. TecAlliance will examine the response. This does not apply in the case of obvious infringements.

2.10.3.2.2. At no time is an active search obligation for TecAlliance regarding such data established.

2.10.4. **Data update**

2.10.4.1. TecAlliance ensures regular maintenance of the article search structures and the TecDoc vehicle master ("Reference Data") and makes them available to the customer in the current form at regular intervals. TecAlliance also provides the customer with an annual schedule of data submission and publication dates, as well as the delivery of the Reference Data.

2.10.4.2. The customer is obliged to maintain the data relating to its products regularly and in good time and to keep it up to date, insofar as changes occur. In any case, the current data must match the currently valid version of the Reference Data.

2.10.4.3. This obligation includes, in particular, that all relevant product information, such as new articles, changed vehicle uses, price changes etc. are made available to TecAlliance immediately after becoming known, so that they can be processed by TecAlliance and made available to the IAM.

2.10.4.4. In case of delivery of price data by the customer, the customer shall inform TecAlliance whether these prices may be distributed.

2.10.4.5. TecAlliance shall inform the customer of any errors in the data supplied of which it becomes aware. In such a case, the customer shall be obliged to eliminate the errors immediately or to support TecAlliance in eliminating the errors in the database.

2.10.5. **Right of use**

2.10.5.1. The customer shall grant TecAlliance all necessary rights and in particular the right to reproduce the data provided by the customer and to make them publicly accessible.

2.10.5.2. The customer is entitled to use the data in TecDoc format (item data created in conjunction or connection with TecDoc Reference Data) for its own purposes. The permissible use for own purposes includes in particular the creation and maintenance of the data, the communication to customers of the data supplier via product and price lists, internet catalogues, internet shops, print catalogues, newsletters. If the customer transfers the data to an external service provider for this purpose, the customer must inform TecAlliance of this in text form and name the service provider.

2.10.5.3. Furthermore, the customer is not entitled to pass on data in the TecDoc format to third parties other than affiliated companies as defined in §§ 15 et seq. of AktG

2.10.5.4. The data may only be passed on to third parties if TecAlliance has previously concluded a valid licence agreement with them for the data concerned. TecAlliance may only refuse to enter into such a licence agreement if there is a substantial conflicting interest.

2.10.6. **Fees**

2.10.6.1. For the services to be provided by TecAlliance, the customer shall pay fees for each brand it feeds in; these consist of a one-off entry fee and recurring annual fees.

2.10.6.2. Entry fee

2.10.6.2.1. For each trademark that the customer feeds in, a one-time entry fee is to be paid. The amount is based on the real turnover for the respective trademark for the trading business in IAM Europe in the business year preceding the conclusion of the contract.

2.10.6.2.2. Each full million euros of net turnover shall be multiplied by the entry fee rate, with a minimum turnover of eight (8) million euros. The maximum turnover limit stated in the price list refers to the customer's group of companies.

2.10.6.2.3. The fee rate for the entry fee is based on the price list valid at the time of the conclusion of the contract.

2.10.6.2.4. If further trademarks of the customer are added to the TecDoc database at a later point in time, the provisions of section 2.10.8 shall apply to the respective entry fees. This shall apply accordingly if more than fifteen (15) trademarks are fed in by the customer.

2.10.6.3. Annual fee

2.10.6.3.1. For each trademark that the customer feeds in, an annual fee is to be paid for the duration of the contract, the amount of which is based on the real turnover for the respective trademark for its trading business in the European IAM during the business year preceding the invoicing.

2.10.6.3.2. Each full million euro of net turnover shall be multiplied by the annual fee, assuming a minimum turnover of eight (8) million euros. The maximum turnover limit stated in the price list refers to the customer's group of companies.

2.10.6.3.3. An adjustment to the previous year's turnover is carried out annually. For this purpose, the customer is obliged to notify TecAlliance of the relevant turnover figures by the end of February of each year at the latest. The resulting new annual fee is valid as of 1 April.

2.10.6.3.4. If further trademarks of the customer are added to the TecDoc database at a later point in time, the provisions of section 2.10.8 shall apply to the respective annual fees. This shall apply accordingly if more than fifteen (15) trademarks are fed in by the customer.

2.10.6.4. In determining the relevant turnover figures, amounts below €500,000 net turnover are rounded down to the next full million and those above €500,000 net turnover are rounded up to the next full million.

2.10.6.5. If the customer feeds in a trademark at a later point in time which, due to a legal transaction or legal takeover of this trademark, does not yet have its own previous year's turnover for the customer at the time of the feed-in, the previous year's turnover of this trademark with the legal predecessor shall be taken as a basis for the calculation of the first annual fee for this additional trademark.

2.10.6.6. Entry fees are charged without deductions upon conclusion of the contract. Annual fees are first charged pro rata for the period from the month of the conclusion of the contract until the end of the year.

2.10.6.7. TecAlliance is entitled to request an auditor's certification regarding the accuracy of the turnover figures. If such an inspection results in deviations to the detriment of TecAlliance that exceed 5%, the customer shall bear the necessary costs of the inspection. Deviations above 10% constitute a serious breach of contract, which entitles TecAlliance to an extraordinary termination of the contract. This entitlement also occurs if the verification is not possible due to a lack of verifiable documents.

2.10.6.8. The cost allocation regulation or the extraordinary right of termination only applies if the deviations have an effect to the detriment of TecAlliance with regard to the fees to be paid by the customer. Otherwise TecAlliance shall bear the costs of the audit.

2.10.6.9. If information regarding the turnover figures is not provided in due time, TecAlliance shall be entitled to terminate the contract without notice.

2.10.7. TecAlliance assures that the sales figures communicated by the customer will be treated confidentially.

2.10.8. **Regulations for corporations and corporation companies**

2.10.8.1.   The customer has to present the requirements of §§ 15 et seq. of AktG upon the request of TecAlliance and prove them if needed. As long as the proof has not been provided – if so requested by TecAlliance – the fees will be charged on a company basis.

2.10.8.2.   Irrespective of the use of the corporation regulation, the customer shall be obligated to prove upon TecAlliance's request that it is the owner or beneficial owner of the trademark rights of the brands it feeds in. If the customer requests the feed-in of trademarks for which the customer is neither the owner nor the beneficial owner, the customer shall, at TecAlliance's request, state and prove that the owner or the beneficial owner is a company affiliated with it as defined by §§ 15 et seq. of AktG

2.10.8.3.   The customer is obliged to notify TecAlliance without delay of the transfer of rights of use of trademarks it feeds in. If, upon transfer of the right of use, the customer's right of use to a trademark fed into the system lapses and if the right of use is also not transferred to a company affiliated with the customer as defined by § 15 et seq. AktG, the corporation-based invoicing can no longer be claimed with regard to this trademark. If the customer fails to give notice that the right of use has been transferred, the customer shall be obliged to pay TecAlliance the fees which would have arisen in the case of company-related billing from the time of the transfer of the right of use to the trademark.

2.10.8.4.   Corporations with several trademarks are no longer billed separately for each trademark; they are combined up to a maximum turnover of €60 million. Each brand is recorded with a real turnover of < €8 million with the minimum turnover of €8 million (as before). There will be no further calculation of annual fees if the cumulative trading turnover in the IAM for all trademarks entered in TecDoc has reached the maximum limit of €60 million.

The prerequisite for this is a single uniform contract partner for all brands and central invoicing to the address provided by the customer.

2.10.8.5.   When a new corporate brand is added, a one-off licence fee is charged for the additional testing and entry work. This regulation only applies to contracts that exceed a turnover of € 60 million. There are no further annual fees, provided the customer does not exceed a total of 15 brands with this brand. From the 16th brand upward, an additional, flat annual fee is charged per brand to compensate for the monthly production process and additional expenses. These fees will also be adjusted on a percentage basis in the event of a general fee increase.

2.10.9.   **Term and termination of the contract**

Deviating from what is specified in clause 1.8.3 of these GTCs, the minimum contractual period is three (3) years and the notice period is six (6) months.

2.10.10.   **Liability**

2.10.10.1.   TecAlliance does not guarantee or accept any liability for the relevance, completeness, correctness and accuracy of data. TecAlliance thus assumes no liability for any loss or damage based on the inaccuracy or incompleteness of the data provided by the customer or any failure to update the data.

2.10.10.2.   TecAlliance accepts no responsibility or liability for the content of data or information provided by the customer. There is no obligation for TecAlliance to check the data and information supplied for their legality.

2.10.10.3.   If the data and information provided by the customer should contain legal violations, the customer shall indemnify TecAlliance against all claims resulting from this and shall bear the costs resulting from it. This includes the costs of legal defence.

2.10.10.4.   TecAlliance assumes full liability for the TecDoc search tree structure, the Reference Data and the TecDoc Master Data and releases the customer from any liability with regard to these data. This applies in particular to the use of the aforementioned data within the framework of data maintenance in accordance with the provisions of this contract.

2.10.10.5.   The customer's liability for data provided by it is limited to the time of the contract.

2.10.10.6.   The customer assumes no liability for downstream adjustments and/or adaptations of the TecDoc search tree structure, the Reference Data or the TecDoc Master Data by TecAlliance and/or other customers.

2.10.11.   Marketing

The parties are allowed to advertise their mutual cooperation. However, all advertising measures must be approved in advance by the other party in text form. When using the "TecAlliance Data Supplier" signet, the customer is obliged to use the latest version of the signet

2.11. IDP API Data Supplier

2.11.1.   **Content of the service**

2.11.1.1.   TecAlliance is required to provide the IDP interface for data suppliers (IDP API Data Supplier) to the customer for the entire term of the contract.

2.11.1.2.   IDP API Data Supplier is provided as software as a service(SaaS). After completion of the customer-side implementation for each agreed brand, TecAlliance shall provide the customer with the necessary access details for the production operation of IDP API Data Supplier.

2.11.1.3.   The hardware and software required by the customer for the use of IDP API Data Supplier must be provided by the customer. The customer must configure and install this itself.

2.11.1.4.   TecAlliance may change the IDP API Data Supplier and make it available to the customer as an upgrade. Upgrades that can interfere with implementation by the customer are announced in advance by TecAlliance with a reasonable notice period. The customer is obligated to implement upgrades without delay after receipt.

2.11.2.   **Onboarding and test environment**

2.11.2.1.   Use of the service "IDP API Data Supplier Consulting Services" is compulsory for first-time implementation of IDP API Data Supplier.

2.11.2.2.   TecAlliance shall provide the customer access to a test environment of IDP API Data Supplier within ten business days. This is valid until switching to the production environment. TecAlliance assumes no liability for the operation of the test environment.

2.11.3.   **Right of use**

2.11.3.1.   TecAlliance grants the customer a non-exclusive, non-sublicensable right, limited in time to the term of this contract, to use IDP API Data Supplier for the purpose of transmitting data to TecAlliance.

2.11.3.2.   Permissible use includes the intended use of IDP API Data Supplier by the customer, i.e. the transmission of changes, deletions and updates of the customer's article data.

2.11.3.3.   IDP API Data Supplier may only be used for transmitting data of brands for which a valid TecDoc data supplier contract exists and for which TecAlliance has assigned access authorisation or access details in accordance with the contractual agreement.

2.11.3.4.   The provision of access details and/or the IDP API Data Supplier to third parties (e.g. service providers) is only permitted with prior written approval by TecAlliance.

2.11.4.   **Maintenance and error handling**

2.11.4.1.   TecAlliance warrants that the contractually agreed quality of IDP API Data Supplier (see Service Description) will be maintained during the term of the contract and that no rights of third parties will infringe on the use of IDP API Data Supplier in accordance with the

contract. TecAlliance will remedy (updates) any defects in IDP API Data Supplier within a reasonable period of time.

2.11.4.2. The customer is obligated to notify TecAlliance in writing of any defects in IDP API Data Supplier immediately after they have been discovered.

2.11.4.3. TecAlliance is obliged to assess errors of IDP API data supplier reported by the customer in text format if the following conditions are met: 1. The error is reproducible; 2. The error occurs in the latest version of the IDP API data supplier and the customer has implemented this version at its site; 3. The customer supplies TecAlliance all the information about the circumstances, under which the error occurs.

2.11.4.4. Following completion of the investigation of the error, at its own discretion TecAlliance will either

2.11.4.4.1. correct the error and/or

2.11.4.4.2. offer a preliminary error correction, if required due to urgency or if error resolution is not technically possible or economically feasible, and/or

2.11.4.4.3. inform the customer of the reason(s) why the reported error cannot be corrected or a preliminary resolution cannot be offered.

2.11.4.5. Within the scope of maintenance and development, TecAlliance shall provide the customer with updates for IDP API Data Supplier. The customer is obligated to implement updates without delay after receipt.

2.11.5. **Documentation**

Within the scope of the onboarding consulting project, the customer shall receive an interface description. This is provided to the customer solely for its internal use.

2.11.6. S**upport**

2.11.6.1. The support is provided by TecAlliance or a third party commissioned by TecAlliance. In production mode this support is categorised as follows:

2.11.6.1.1. First Level Support (registration of the fault with a Customer Help Desk; advice in relation to technical issues regarding IDP API Data Supplier – known errors) and

2.11.6.1.2. Second Level Support (takeover and diagnosis of problem reports from First Level Support. Remedying of the error and provision of a workaround or corrective version).

2.11.6.2. In test mode, support is provided as part of the onboarding consulting project.

2.11.6.3. All support services may be provided by TecAlliance or by a third party appointed by TecAlliance via telephone or remote service. If a remote service is not permitted by the customer such that on-site support becomes necessary, the customer shall bear the costs and expenses arising from this.

2.11.6.4. If any specific problems require further measures, TecAlliance shall provide a paid on-site service.

2.11.6.5. Support services are available from Mon - Fri 8:00 – 18:00 CET. Support services are not available on the following days: 01 January, 25 December, 26 December On these days, an on-call emergency service is available only in highly critical situations to answer inquiries via e-mail from 8:00 - 18:00. On weekends and holidays, an on-call emergency service is available only in highly critical situations to answer inquiries via e-mail Monday to Friday from 18:00 – 20:00, and Saturday to Sunday from 10:00 – 18:00.

2.11.6.6. Support is provided at least in English.

2.12. DMM

2.12.1. **Content of the service**

2.12.1.1. TecAlliance is required to provide the DMM software to the customer for the entire term of the contract.

2.12.1.2. The software will be made available to the customer for download.

2.12.1.3. The software includes the necessary functionality to enter data or articles and to link them to TecDoc vehicles. After the software has been provided, the customer must enter the data independently and send it to TecAlliance.

2.12.1.4. The hardware and software required for the operation of the software must be provided by the customer. The customer must configure and install the software by himself/herself.

2.12.2. **Right of use**

2.12.2.1. TecAlliance grants the customer a non-exclusive right to use the software for the purpose of data maintenance for the duration of the contract.

2.12.2.2. The permissible scope of use includes the installation of the software, loading it into the working memory along with the intended use on the part of the customer.

2.12.2.3. The software may only be used by the customer to maintain the data of the brand(s) for which he/she holds a valid data supplier contract with TecAlliance.

2.12.2.4. Under no circumstances shall the customer have the right to rent out or in any way sub-license the software, to reproduce it publicly, make it accessible or make it available to third parties.

2.12.2.5. The customer may not make the software available to third parties for external data maintenance. It may only be passed on to third parties in text form in well-justified and exceptional cases with the prior consent of TecAlliance.

2.12.2.5.1. In this case, the third party must be obligated by the customer in text form to use the software exclusively under the terms of this contract.

2.12.3. **Maintenance**

2.12.4. TecAlliance warrants that the contractually agreed quality of the software will be maintained during the term of the contract and that no rights of third parties will conflict with the use of the software in accordance with the contract. TecAlliance will remedy any defects in the software within a reasonable period of time.

2.12.5. The customer is obligated to notify TecAlliance immediately of any defects in the software in text form after they have been discovered. In the case of material defects the notification shall be accompanied by a description of the time and the detailed circumstances of their occurrence.

2.12.6. TecAlliance delivers updates to the customer within the scope of maintenance. The customer is required to install updates immediately, but no later than four (4) weeks after receipt, and to discontinue the use of outdated versions of the software.

2.12.7. **Documentation, Training**

2.12.7.1. TecAlliance offers a one-day, free training course on how to use the software for the customer's employees via a webinar or at the TecAlliance location in Cologne.

2.12.7.2. Installation and configuration services are not part of the contract but may be the subject of a separate agreement between the parties.

2.12.8. **Support**

2.12.8.1. The support is provided by TecAlliance or a third party commissioned by TecAlliance. It is categorised as follows:

2.12.8.1.1. First Level Support (telephonic registration of the fault with a Customer Help Desk – CHD; advice in relation to technical issues regarding application – use, and known errors) and

2.12.8.1.2. Second Level Support (takeover and diagnosis of problem reports from First Level Support. Remedying of the error and provision of a workaround or corrective version).

2.12.8.2. All support services (with the exception of training support) can be provided by TecAlliance or by a third party appointed by TecAlliance over the telephone or via remote service. If a remote service is not approved by the customer so that on-site support becomes necessary, the customer shall bear the costs and expenses arising from this.

2.12.8.3. If any specific problems require further measures, TecAlliance shall provide a paid on-site service.

2.12.8.4. Support shall be made available within normal business hours (Mon-Fri 9:00 – 17:00 CET). On public holidays in NRW, support will not be provided.

2.12.8.5. Support is provided in German and English.

2.13. CCU

2.13.1. **Content of the service**

2.13.1.1. TecAlliance is required to provide the CCU software to the customer for the entire term of the contract.

2.13.1.2. TecAlliance will provide executable software to the customer within eight (8) weeks of the conclusion of the contract and delivery of the customer data.

2.13.1.3. The software will be made available to the customer for download.

2.13.1.4. The customer is authorised to install the software at its facilities.

2.13.1.5. TecAlliance guarantees that the software is free of third-party rights and, in particular, that no patents, copyrights or third-party intellectual property rights are infringed.

2.13.2. **Right of use**

2.13.2.1. TecAlliance grants the customer the non-exclusive, non-transferable and non-sublicensable right, limited in time to the term of this contract, to use the software in accordance with the provisions of these terms and conditions.

2.13.2.2. During the term of the contract, the customer is authorised to copy the software in writing and/or machine-readable format in whole or in part in order to install and/or execute the software.

2.13.2.3. During the term of the contract, the customer is authorised to make an additional copy of the software for backup and archiving purposes.

2.13.3. **Documentation, training and support**

2.13.3.1. Manuals and software documentation are provided solely for the customer's internal use.

2.13.3.2. TecAlliance is required to provide training on the use of the software to the customer's employees. Such training includes two days of training for up to ten (10) persons on the premises of TecAlliance Netherlands.

2.13.3.3. TecAlliance shall provide software support during the following business hours: Monday to Friday, 8:00 to 16:30 (except for Dutch holidays). Support is available at the telephone number +31 43 308 86 81 or by email at support.MST@tecalliance.net. Support is provided in English and Dutch.

2.13.4. **Error handling**

2.13.4.1. TecAlliance is obliged to assess errors of software reported by the customer in text format if the following conditions are met: 1. The error is reproducible; 2. The error occurs in the latest version of the software and the customer has installed this version at its site; 3. The customer supplies TecAlliance all the information about the circumstances under which the error occurs; 4. The customer or third parties have not made any changes to the software unless it was approved in advance by TecAlliance.

2.13.4.2. Following completion of the investigation of the error, at its own discretion TecAlliance will either

2.13.4.2.1. correct the error and/or

2.13.4.2.2. offer a preliminary error correction, if required due to urgency or if error resolution is not technically possible or economically feasible, and/or

2.13.4.2.3. inform the customer of the reason(s) why the reported error cannot be corrected or a preliminary resolution cannot be offered.

2.13.4.3. TecAlliance will endeavour to work with the customer to resolve errors. Costs for repairs and/or additional maintenance time resulting from abuse or unauthorised use of the software by the customer shall, however, be borne by the customer. TecAlliance will provide the customer a cost estimate in advance to the extent that it is necessary and possible.

2.13.5. **Consequences of the termination of the contract**

In the event of termination of the contract – for whatever reason – the customer shall immediately and completely desist from using the software, delete all copies existing on its systems, and delete any backup copies or return them to TecAlliance.

2.14. myITG

2.14.1. **Content of the service**

2.14.1.1. TecAlliance shall provide the customer with the use of the software via remote access through the Internet (software as a service, SaaS).

2.14.1.2. The software will be continuously developed and improved. As part of this development, partial functions may be changed or removed insofar as this does not put the achievement of the contractual purpose at risk for the customer.

2.14.1.3. The data contained in the software either comes from other customers or is researched by TecAlliance with the care required under the circumstances. Assessing the accuracy, currency and completeness of the data is the responsibility of the customer.

2.14.2. **Licence models**

2.14.2.1. The software is offered in various versions that differ in their functional scope.

2.14.2.2. Use of the free version (Basic) requires that the customer be listed on the TecAlliance website with at least one of its brands as a TecDoc data supplier.

2.14.2.3. Customers who do not meet the requirement in clause 2.14.2.2 may only use the fee-based version (Pro) of the software.

2.14.3. **Customer rights of use**

2.14.3.1. The software and the included databases are protected by copyright. The copyright, patent rights, trademark rights and all other ancillary copyrights to the software and the included databases are held exclusively by TecAlliance. Inasmuch as the rights are held by third parties, TecAlliance holds corresponding rights of use.

2.14.3.2. TecAlliance shall grant the customer, within the framework determined in this contract, a simple, non-transferable and non-sublicensable right to use the software and included databases within the scope of the software's functionalities, which is limited in time to the term of this contract. No further rights are granted to the customer.

2.14.4. **Customer obligations**

2.14.4.1. The essential component of the software is the accuracy, currency and completeness of the data it contains. The customer is therefore instructed to keep its data up to date in the software at all times and to correct the data as necessary.

2.14.4.2. The customer ensures that it provides and publishes only data that does not violate any statutory provisions and/or third party rights (including intellectual property rights).

2.14.5. **Transferring rights of use**

2.14.5.1. The customer is the owner of the data that it enters into the software and/or publishes there.

2.14.5.2. The customer grants TecAlliance and its affiliated companies, in accordance with clause 1.2.2, a simple, global,

transferable and sublicensable right, limited in time to the term of this contract, to process, duplicate, distribute and make publicly accessible the data that the customer enters and/or publishes in the software. The usage right is limited to the functionality of the software.

2.14.6. **Customer-specific optimisations (COP)**
Customer-specific optimisations of the software (COP) are not part of the contract. Corresponding requests are forwarded by TecAlliance to a service provider. Conclusion of the COP contract takes place exclusively between the service provider and the customer.

2.14.7. **Support**
2.14.7.1. The support is provided by TecAlliance or a third party commissioned by TecAlliance. It is categorised as follows:
2.14.7.1.1. First Level Support (telephonic registration of the fault with a Customer Help Desk – CHD; advice in relation to technical issues regarding application – use, and known errors) and
2.14.7.1.2. Second Level Support (takeover and diagnosis of problem reports from First Level Support. Remedying of the error and provision of a workaround or corrective version).
2.14.7.2. All support services (with the exception of training support) can be provided by TecAlliance or by a third party appointed by TecAlliance over the telephone or via remote service. If a remote service is not approved by the customer so that on-site support becomes necessary, the customer shall bear the costs and expenses arising from this.
2.14.7.3. If any specific problems require further measures, TecAlliance shall provide a paid on-site service.
2.14.7.4. Support shall be made available within normal business hours (Mon-Fri 9:00 – 17:00 CET). On public holidays in NRW, support will not be provided.
2.14.7.5. Support is provided in German and English.

2.14.8. **Term and Termination**
Deviating from what is specified in clause 1.8.3, the minimum contractual period is omitted for the free version of the software (Basic). The notice period shall in this case amounts to seven (7) days to the end of the month.

2.15. Demand Dashboard
2.15.1. **Content of the service**
2.15.1.1. TecAlliance shall provide the customer with the use of the software via remote access through the Internet (software as a service, SaaS).
2.15.1.2. The software will be continuously developed and improved. As part of this development, partial functions may be changed or removed insofar as this does not put the achievement of the contractual purpose at risk for the customer.

2.15.2. **Right of use**
2.15.2.1. The software and the included databases are protected by copyright. The copyright, patent rights, trademark rights and all other ancillary copyrights to the software and the included databases are held exclusively by TecAlliance. Inasmuch as the rights are held by third parties, TecAlliance holds corresponding rights of use.
2.15.2.2. TecAlliance shall grant the customer, within the framework determined in this contract, a simple, non-transferable and non-sublicensable right to use the software and included databases, which is limited in time to the term of this contract. No further rights are granted to the customer.
2.15.2.3. The software may only be used by persons to whom TecAlliance has assigned an access authorisation or access details in accordance with a contractual agreement. The access authorisation is exclusive to the person and may not be passed on to other persons or used by other persons.

2.15.2.4. The reports created with the software shall be exclusively for the internal use of the customer. Dissemination to third parties and/or publication are prohibited. An exception to this is the dissemination to service providers who are acting on behalf of the customer. This does not affect the customer's responsibility for compliance with these contractual conditions.

2.15.3. **Customer obligations**
2.15.3.1. The customer shall fulfil all the obligations that are necessary for the performance and handling of this contract in a timely, complete and professional manner, in particular: the examination of the services offered with regard to its requirements; ensuring that TecAlliance's minimum requirements for the hardware and software used by the customer are met; the observance of instructions from TecAlliance for error prevention; the protection of the local IT systems against malware attacks; the regular backup of the data and content transmitted to TecAlliance.
2.15.3.2. If a third party claims an infringement of rights as a result of the data and/or content provided by TecAlliance to the customer, TecAlliance is entitled to block the content, in whole or in part, temporarily or permanently, if there is a doubt justified by objective evidence regarding the legality of the data and/or content. In this case, TecAlliance shall request that the customer eliminate the infringement within a reasonable time or prove the legality of the data and/or content. If the customer does not comply with this request, TecAlliance is entitled, without prejudice to further rights and claims, to terminate the contract for due cause without notice. Expenses incurred by TecAlliance as a result of the aforementioned measures shall be charged to the customer. If the customer is responsible for the infringement, it shall compensate TecAlliance for the resulting damage and indemnify TecAlliance against any claims by third parties. Further rights shall remain reserved.
2.15.3.3. The customer is obligated to keep confidential the user and access authorisations assigned to it or to the users, as well as other agreed identification and authentication instruments, to protect them from access by third parties and not to pass them on to unauthorised third parties.

2.15.4. **User Admin**
TecAlliance creates an admin user in the software for the customer after the beginning of the contract. Further contractual management of users is the responsibility of the customer.

2.15.5. **Support**
2.15.5.1. TecAlliance shall provide software support by e-mail.
2.15.5.2. Support queries submitted by the customer must include the following information: Re: Demand Dashboard + brief error description + customer's company name; user details: Given name, surname, email address; Detailed error description; Time when error occurred; Browser; Operating system; appropriate screenshots if possible.
2.15.6. TecAlliance only accepts support requests with the information described above, which must be sent to support.cgn@tecalliance.net.
2.15.7. The software includes a user help feature, which contains instructions for the customer on how to use the software.

2.16. TecDoc PMA
2.16.1. **Content of the service**
2.16.1.1. TecAlliance shall provide the customer with the use of the software via remote access through the Internet (software as a service, SaaS).
2.16.1.2. The software will be continuously developed and improved. As part of this development, partial functions may be changed or

removed insofar as this does not put the achievement of the contractual purpose at risk for the customer.

2.16.2. Right of use

2.16.2.1.   The software and the included databases are protected by copyright. The copyright, patent rights, trademark rights and all other ancillary copyrights to the software and the included databases are held exclusively by TecAlliance. Inasmuch as the rights are held by third parties, TecAlliance holds corresponding rights of use.

2.16.2.2.   TecAlliance shall grant the customer, within the framework determined in this contract, a simple, non-transferable and non-sublicensable right to use the software and included databases, which is limited in time to the term of this contract. No further rights are granted to the customer.

2.16.2.3.   The software may only be used by persons to whom TecAlliance has assigned an access authorisation or access details in accordance with a contractual agreement. The access authorisation shall be linked to the specific person(s) and may not be passed on to other persons or used by other persons.

2.16.2.4.   The customer may only grant authorisation for access or access details to persons who are employed by him/her or a service provider commissioned by him/her.

2.16.2.5.   The reports created with the software shall be exclusively for the internal use of the customer. Dissemination to third parties and/or publication are prohibited. An exception to this is the dissemination to service providers who are acting on behalf of the customer. This does not affect the customer's responsibility for compliance with these contractual conditions.

2.16.3. Customer obligations

2.16.3.1.   The customer shall fulfil all the obligations that are necessary for the performance and handling of this contract in a timely, complete and professional manner, in particular: the examination of the services offered with regard to its requirements; ensuring that TecAlliance's minimum requirements for the hardware and software used by the customer are met; the observance of instructions from TecAlliance for error prevention; the protection of the local IT systems against malware attacks; the regular backup of the data and content transmitted to TecAlliance.

2.16.3.2.   If a third party claims an infringement of rights as a result of the data and/or content provided by TecAlliance to the customer, TecAlliance is entitled to block the content, in whole or in part, temporarily or permanently, if there is a doubt justified by objective evidence regarding the legality of the data and/or content. In this case, TecAlliance shall request that the customer eliminate the infringement within a reasonable time or prove the legality of the data and/or content. If the customer does not comply with this request, TecAlliance is entitled, without prejudice to further rights and claims, to terminate the contract for due cause without notice. Expenses incurred by TecAlliance as a result of the aforementioned measures shall be charged to the customer. If the customer is responsible for the infringement, it shall compensate TecAlliance for the resulting damage and indemnify TecAlliance against any claims by third parties. Further rights shall remain reserved.

2.16.3.3.   The customer is obligated to keep confidential the user and access authorisations assigned to it or to the users, as well as other agreed identification and authentication instruments, to protect them from access by third parties and not to pass them on to unauthorised third parties.

2.16.4. Support

2.16.4.1.   TecAlliance provides software support by email or telephone from Monday to Friday, from 08:00 to 18:00. No support is available on 1 January, 25 December or 26 December.

2.16.4.2.   Support queries submitted by the customer must include the following information: Re: TecDoc PMA + brief error description + customer's company name; user details: Given name, surname, email address; Detailed error description; Time when error occurred; appropriate screenshots if possible and report ID shown in the system for support to individual reports.

2.16.4.3.   TecAlliance only accepts support requests with the information described above, which must be sent to support.cgn@tecalliance.net. In urgent cases, TecAlliance provides telephone support under +49 221 6600 112.

2.16.4.4.   The software includes a user help feature, which contains instructions for the customer on how to use the software.

2.16.5. Use of the TecDoc Catalogue Data database

2.16.5.1.   The software can only be used in conjunction with the TecDoc Catalogue Data database. This contains the data basis for the functionality of the software.

2.16.5.2.   If the customer has already licensed the TecDoc Catalogue Data database, it is also entitled to use the data acquired in accordance with the licence within the software. The use of the TecDoc Catalogue Data database within the software must be communicated to TecAlliance in text form and confirmed by TecAlliance in text form. There shall be no further billing for the use of the TecDoc Catalogue Data database.

2.16.5.3.   If the customer has not licensed the TecDoc Catalogue Data database, the use of the desired TecDoc data within the software shall be co-licensed in accordance with the provisions of these terms and conditions. Separate fees are charged for this; these are shown in the quotation. A further use of the TecDoc Catalogue Data database is not included.

2.16.6. Use of the database "Vehicles in Operation"

2.16.6.1.   Full use of the software is only possible in connection with the "Vehicles in Operation" database. This contains the data basis for the functionality of the software.

2.16.6.2.   If the customer has already licensed the "Vehicles in Operation" database, it is entitled to use the data acquired in accordance with the licence within the software. The use of the "Vehicles in Operation" database within the software must be communicated to TecAlliance in text form and confirmed by TecAlliance in text form. No further billing for the use of the "Vehicles in Operation" database shall take place.

2.16.6.3.   If the customer has not licensed the "Vehicles in Operation" database, the use of the desired data within the software shall be co-licensed in accordance with the provisions of these terms and conditions. Separate fees are charged for this; these are shown in the quotation. A further use of the "Vehicles in Operation" database is not included.

2.16.7. Use of TecDoc Usage Data database

2.16.7.1.   Full use of the software is only possible in connection with a licence for the TecDoc Usage Data database. This contains the data basis for the functionality of the software.

2.16.7.2.   If the customer has already licensed the Demand Dashboard, it is entitled to use the data acquired in accordance with the licence within the software as well. This use must be communicated to TecAlliance in text form and confirmed by TecAlliance in text form. No further billing shall take place.

2.16.7.3.   If the customer has not licensed the Demand Dashboard, the use of the TecDoc Usage Data database within the software shall be co-licensed in accordance with the provisions of these terms and conditions. Separate fees are charged for this; these are shown in the quotation. Further use of the TecDoc Usage Data database or the Demand Dashboard is not included.

2.17. **Data services**

2.17.1. **Content of the service**

2.17.1.1. The contractually agreed services encompass the processing and preparation of data supplied by the customer, and the transfer of said data into the relevant TecAlliance catalogue data format, in order to subsequently, with the customer's approval, publish it according to the provisions of the Data Supply Contract and to distribute it to data users. The actual services to be provided by TecAlliance shall be specified in the offer.

2.17.1.2. Services in the area of data services shall be provided exclusively to customers who have concluded a valid Data Supply Contract with TecAlliance.

2.17.1.3. With regard to the provision of the services, TecAlliance shall only take into account the information provided by the customer and/or its service providers, such as product information, applications, cross-references, documents, etc. TecAlliance shall not use any other data sources.

2.17.1.4. TecAlliance shall transfer the customer's article data into the TecAlliance product data classification system for classification and attribution. Any generic articles and/or attributes that are not available in the TecAlliance product class identification system must be added to the TecAlliance reference data, where necessary. The article data concerned can, therefore, usually only be processed on the next possible date.

2.17.1.5. The customer's applications shall be managed solely on the basis of the TecAlliance vehicle reference data. Any vehicles that are not available in the TecAlliance vehicle data must be added to the TecAlliance reference data, where necessary. The applications concerned can therefore usually only be processed on the next possible date.

2.17.1.6. When the service is provided, OE data and/or linkages that do not have a hundred per cent coverage are used. In this respect, the customer shall accept missing OE numbers and/or links in the data preparation as compliant with the contract.

2.17.1.7. The service to be rendered pursuant to this contract shall be provided only until the target date specified in the offer and shall consist of one (1) data preparation in accordance with the scope of services set forth in the offer and in these GTCs.

2.17.1.8. TecAlliance may enlist the services of one or more subcontractors for the provision of the service. Each subcontractor must have the specialist qualification required to provide the service. TecAlliance is not obligated to inform the customer that it is enlisting the services of subcontractors.

2.17.2. **The customer's obligations to cooperate**

2.17.2.1. In text form the customer shall provide TecAlliance with the name of a project manager, who will serve as a contact person, and a representative. These shall be available to answer questions during normal business hours and authorised to make decisions on contested issues.

2.17.2.2. The customer shall ensure that the submission date specified in the offer is observed. The customer's data must be submitted to TecAlliance by this date at the latest so that it can be processed on time.

2.17.2.3. If the customer is unable to comply with the submission date, TecAlliance shall set a new date and inform the customer accordingly.

2.17.2.4. The data supplied by the customer must meet the specifications of these GTCs. If the data fails to meet one or more of the specifications of these GTCs, TecAlliance may not be able to provide the services at all or on time. In this case, TecAlliance shall inform the customer of the faults in the data delivery and the consequences of this

(rejection of the data, additional expenses for providing the services) and discuss with the customer how to proceed.

2.17.2.5. After TecAlliance has processed the data, it shall be sent to the customer to be checked and approved. The processed data shall be deemed to have been approved if the customer fails to raise any objections with regard to the services rendered in text form within three (3) days.

2.17.3. **Specifications regarding the data provided**

2.17.3.1. TecAlliance can only process clear and logical data sets. Words that are spelt differently or information that is inconsistent or implausible cannot be processed.

2.17.3.2. TecAlliance can only process images and graphics in BMP or JPG format. Images must be no larger than 600 x 400 px. Logos must be no larger than 130 x 90 px.

2.17.3.3. PDF documents must be available at least in German, English, Spanish, French, Italian and Dutch.

2.17.3.4. Images, documents and text modules must be assigned to the article numbers and – where relevant – to the customer's article-vehicle links.

2.17.3.5. File names may have no more than 30 characters and may not contain a period (.) as a character.

2.17.3.6. With regard to information on dimensions and units, it is imperative that the specification of the dimension/unit is included (e.g. length in mm, centring diameter in mm, external thread diameter in inches).

2.18. **Trade Brands**

2.18.1. **Content of the service**

2.18.1.1. The contractually agreed services encompass the processing and preparation of data supplied by the customer and the transfer of said data into the relevant TecAlliance catalogue data format. This is in order to subsequently publish it in a TecAlliance webservice provided t the customer after the customer's approval. The actual services to be provided by TecAlliance shall be specified in the service description and offer.

2.18.1.2. Services in the area of Trade Brands shall be provided exclusively to customers who have concluded a valid TecDoc Catalogue White Label or TecDoc Catalogue Data Webservice contract with TecAlliance.

2.18.1.3. With regard to the provision of the services, TecAlliance shall only take into account the information provided by the customer and/or its service providers, such as product information, applications, cross-references, documents, etc. TecAlliance shall not use any other data sources.

2.18.1.4. TecAlliance shall transfer the customer's article data into the TecAlliance product data classification system for classification and attribution. Any generic articles and/or attributes that are not available in the TecAlliance product class identification system must be added to the TecAlliance reference data, where necessary. The article data concerned can, therefore, usually only be processed on the next possible date.

2.18.1.5. The customer's applications shall be managed solely on the basis of the TecAlliance vehicle reference data. Any vehicles that are not available in the TecAlliance vehicle data must be added to the TecAlliance reference data, where necessary. The applications concerned can therefore usually only be processed on the next possible date.

2.18.1.6. When the service is provided, OE data and/or linkages that do not have a hundred percent coverage may be used. In this respect, the customer shall accept missing OE numbers and/or links in the data preparation as compliant with the contract.

2.18.1.7.   The service to be rendered pursuant to this contract shall be provided only until the target date specified in the offer and shall consist of one (1) data preparation in accordance with the scope of services.

2.18.1.8.   TecAlliance may enlist the services of one or more subcontractors for the provision of the service. Each subcontractor must have the specialist qualification required to provide the service. TecAlliance is not obligated to inform the customer that it is enlisting the services of subcontractors.

2.18.2.   **The customer's obligations to cooperate**

2.18.2.1.   In text form the customer shall provide TecAlliance with the name of a project manager, who will serve as a contact person, and a representative. These shall be available to answer questions during normal business hours and authorised to make decisions on contested issues.

2.18.2.2.   The customer shall ensure that the submission date specified in the offer is observed. The customer's data must be submitted to TecAlliance by this date at the latest so that it can be processed on time.

2.18.2.3.   If the customer is unable to comply with the submission date, TecAlliance shall set a new date and inform the customer accordingly.

2.18.2.4.   The data supplied by the customer must meet the specifications of these GTCs. If the data fails to meet one or more of the specifications of these GTCs, TecAlliance may not be able to provide the services at all or on time. In this case, TecAlliance shall inform the customer of the faults in the data delivery and the consequences of this (rejection of the data, additional expenses for providing the services) and discuss with the customer how to proceed.

2.18.2.5.   After TecAlliance has processed the data, it shall be sent to the customer to be checked and approved. The processed data shall be deemed to have been approved if the customer fails to raise any objections with regard to the services rendered in text form within three (3) days.

2.18.3.   **Specifications regarding the data provided**

2.18.3.1.   TecAlliance can only process clear and logical data sets. Words that are spelt differently or information that is inconsistent or implausible cannot be processed.

2.18.3.2.   TecAlliance can only process images and graphics in BMP or JPG format. Images must be no larger than 600 x 400 px. Logos must be no larger than 130 x 90 px.

2.18.3.3.   PDF documents must be available at least in German, English, Spanish, French, Italian and Dutch.

2.18.3.4.   Images, documents and text modules must be assigned to the article numbers and – where relevant – to the customer's article-vehicle links.

2.18.3.5.   File names may have no more than 30 characters and may not contain a period (.) as a character.

2.18.3.6.   With regard to information on dimensions and units, it is imperative that the specification of the dimension/unit is included (e.g. length in mm, centring diameter in mm, external thread diameter in inches).

3. Special terms and conditions of business for TecRMI

3.1. Repair and Maintenance Data

3.1.1. Content of the service

3.1.1.1.   As much as possible, the provided data originates from vehicle manufacturers and importers. The information for individual countries may have different degrees of coverage for the vehicle manufacturer brands. TecAlliance's own data collections are clearly marked in the database.

3.1.1.2.   The supplied data will be provided in the agreed languages.

3.1.1.3.   TecAlliance reserves the right to change the structure of the interfaces after prior notice.

3.1.1.4.   The data, information and systems have different degrees of coverage. They will gradually be generated, expanded and maintained through updates, taking their respective market significance into consideration. The number of brands, models, types and documents shall vary, as shall the amount of information. The volume shall be based on market needs and prioritised according to European registration figures. An exact quantity of available vehicle information is therefore not contractually agreed.

3.1.2. Scope of use

3.1.2.1.   The customer's right of use shall include the modules, countries and languages that have been agreed on in the offer.

3.1.2.2.   The vehicles and activities are identified using the TecDoc Standard. The customer confirms that it is entitled to use the TecDoc Reference Data provided by TecAlliance.

3.1.2.3.   The customer's software products must be designed such that only the most current data of the web service is displayed.

3.1.2.4.   Removal of any copyright notice from the database or database content is prohibited.

3.1.2.5.   The customer is obligated to create individual identifiers for those end users to whom it provides access to the provided data and to pass these on to TecAlliance together with the use of the data. If identifiers are missing in the data, these are considered, evaluated and calculated as separate users.

3.1.3. Customer obligations

3.1.3.1.   The customer is obligated to display the "TecRMI inside" signet provided by TecAlliance after conclusion of the contract in colour or black and white on the homepage of the application or the medium in which the database is published. Editing the logo is not permitted. Only the size of the logo may be altered, maintaining the aspect ratio, whereby the width may not be less than 100 pixels or 3 cm.

3.1.3.2.   If the customer commissions third parties to integrate the data into its systems, it is obligated to conclude an agreement with them which ensures compliance with these terms and conditions.

3.1.4. Support

3.1.4.1.   Technical requests for the repair and maintenance information will be answered by TecAlliance support in the following times: Monday to Friday, 8:00 to 17:00 CET, except for holidays in Baden-Wuerttemberg.

3.1.5. Liability

3.1.5.1.   When generating data, transferring expertise, and carrying out IT technical processes, incorrect information or results cannot always be ruled out in spite of careful work and planning. Data is therefore generated and delivered based on the best possible knowledge and on the condition that the source data, such as manufacturer information, is accurate. TecAlliance is therefore exempt from any liability on the basis of incorrect information or results based on inaccurate data and information provided by third parties to TecAlliance.

3.1.5.2.   Liability for wilful intent and gross negligence shall remain unaffected in this respect. Liability shall be limited to EUR 1,500 per individual case, as far as it is legally possible.

3.1.5.3.   The customer is required to include a corresponding analogous disclaimer in its product in which the data and information of TecAlliance are used. The end user must acknowledge the disclaimer, e.g. by means of acceptance of appropriate clauses in the product or in general licence conditions and terms of use in the respective contracts.

3.1.5.4.   In the event of a claim for compensation by the Customer, the following provisions must be observed. Should these provisions not be followed, TecAlliance GmbH will not pay any compensation until full proof has been provided of cause of damage by possible inaccurate information. The costs of bringing this proof are to be borne by the claimant.

3.1.5.4.1.   Report in the event of damage

3.1.5.4.1.1.   All cases of damage that are based on inaccurate information and could therefore lead to claims against TecAlliance GmbH must be reported to TecAlliance before the repair.

3.1.5.4.1.2.   This must be reported immediately, as a rule within twenty-four (24) hours of the damage occurrence, in writing or email to support.wkh@tecalliance.net.

3.1.5.4.1.3.   The damage report must include the following information: Description of damage including the cause of damage with convincing photographic proof of the damage; proof that the information causing the damage came from TecAlliance (excerpt of RMI, as well as principally correct information); a copy of the original repair order with a customer signature or the invoice of the job through which the possible damage was caused; copy of the purchase invoice of the part causing damage; cost estimate for claim settlement; vehicle information: Brand, model, type, engine power, VIN, registration date, engine number.

3.1.5.4.2.   Further course of action

3.1.5.4.2.1.   On the next working day after receipt of the complete damage report by TecAlliance, the Customer shall be notified of the further course of action.

3.1.5.4.2.2.   This notification may include: The approval for repair and confirmation of assumption of a certain amount of costs by TecAlliance, or the initiation of an investigation of the reported damage by TecAlliance itself or a third party authorised by TecAlliance.

3.1.5.4.2.3.   If an investigation of the case of damage by TecAlliance results in the conclusion that the asserted claim is legitimate, TecAlliance shall bear, in addition to the necessary costs of repair, all costs of the investigation and any verifiable damage suffered by the Customer as a result of the delay caused by the investigation. On the other hand, if the result of the investigation does not confirm the legitimacy of the claim, TecAlliance reserves the right to charge all costs relating to the investigation to the Customer who has asserted the claim and filed the damage report.

3.2. Expert Hotline

3.2.1. Content of the service

3.2.1.1.   The object of the service is the provision and operation of a technical hotline offering information on vehicles in accordance with the service description.

3.2.1.2.   The data sent to the customer and hotline users as part of the provided service is limited to the customer's company and hotline users. The customer is strictly prohibited from passing on or disclosing this data.

3.2.1.3.   The customer shall receive a monthly hotline report containing a summary of the cases handled, including customer data and issues.

3.2.2. The customer's obligations to cooperate

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3.2.2.1.	To prevent misuse or unauthorised use of the hotline at the expense of the customer, the customer is required to send TecAlliance a monthly list of authorised users in a standard electronic format to be specified by TecAlliance.

3.2.2.2.	Enquiries from users that have not been correctly reported as per section 3.2.2.1 shall not be processed by TecAlliance.

3.2.2.3.	Changes outside the monthly update as per section 3.2.2.1 shall be invoiced separately by TecAlliance.

3.2.3. **Liability**

3.2.3.1.	Due to the predominantly manual nature of the work involved in researching and responding to enquiries, we cannot categorically rule out transmission errors. The answering, generation and delivery of researched information is therefore performed based on the best possible knowledge and on the assumption that the source data, such as manufacturer information, is accurate.

3.2.3.2.	TecAlliance is therefore exempt from any liability on the basis of incorrect information or results based on inaccurate data and information provided by third parties to TecAlliance. In each case the burden of proof lies with the customer.

3.2.3.3.	Liability for wilful intent and gross negligence shall remain unaffected in this respect.

3.2.3.4.	Liability is limited, in principle and inasmuch as is legally permissible, to the value of the product or the respective data delivery.

3.3. Service Book

3.3.1. **Conclusion of contract**

3.3.1.1.	The TecRMI Service Book service can be ordered using an electronic order form.

3.3.1.2.	The filling out and sending of the electronic order form are considered to constitute the customer's offer to conclude a contract for the TecRMI Service Book service.

3.3.1.3.	Upon receipt of the order by TecAlliance, the customer shall receive an e-mail confirming receipt of the order by TecAlliance and stating its details (confirmation of receipt). This does not constitute an acceptance of the customer's offer.

3.3.1.4.	After TecAlliance has checked the order, the customer shall receive another e-mail that confirms the customer's order (order confirmation). This constitutes an acceptance of the customer's offer.

3.3.2. **Content of the service**

3.3.2.1.	The content of the service is the provision of the "TecRMI Service Book" service by TecAlliance in accordance with the offer of the service description and the contractual provisions.

3.3.2.2.	Entries in the electronic service log

3.3.2.2.1.	Within the framework of the "TecRMI Service Book" service, TecAlliance shall, on behalf of the customer, enter the workshop services that have been provided by the customer into the vehicle manufacturers' electronic service log.

3.3.2.2.2.	TecAlliance shall make these entries on behalf of and in the name of the customer.

3.3.2.2.3.	TecAlliance is entitled to charge the customer for any costs incurred for the use of the vehicle manufacturers' electronic service logs.

3.3.2.3.	Retrieval of the service log entries

Furthermore, TecAlliance shall provide the customer with the option of calling up all the service log entries for a vehicle that have been entered and can be viewed at the manufacturer's end.

3.3.2.4.	It is a substantial contractual basis that the described services can only be provided by TecAlliance if the vehicle manufacturer offers an electronic service log and allows a service provider to make entries in the electronic service log, make subsequent corrections and call it up.

3.3.2.5.	TecAlliance shall not be responsible for delays and disruptions that pertain to the provision of the service that do not lie within TecAlliance's sphere of influence.

3.3.3. **Customer obligations**

3.3.3.1.	The customer authorises TecAlliance to take any and all actions on the vehicle manufacturers' portals which may be required in connection with the provision of the "TecRMI Service Book" service. These actions include, but are not limited to: creating a customer-specific e-mail inbox, creating and maintaining access, performing entries, corrections and retrievals in the electronic service logs and communicating with the vehicle manufacturers.

3.3.3.2.	If the customer has already gained access to the vehicle manufacturers' electronic service logs before conclusion of the contract, the customer is obligated to provide TecAlliance with such access (active access, login data) free of charge.

3.3.3.3.	The customer shall provide TecAlliance with the following data in an electronic form for each service that is provided and processed by TecAlliance in accordance with this contract:

Vehicle data: VIN, HSN/TSN, kilometrage, initial registration date
Service data: Time of the service, work done, parts installed.
Data specific to the vehicle manufacturer: As per the vehicle manufacturers' request

The data should be transferred to TecAlliance at least two (2) working days before the expiry of any potential entry period that has been determined by the vehicle manufacturer.

3.3.3.4.	This contract does not cover information that may optionally be captured in the vehicle manufacturers' digital service logs.

3.3.3.5.	TecAlliance shall process the data provided by the customer in the form in which it was transferred. The customer shall be exclusively responsible for the correctness of the data. TecAlliance assumes no liability in this respect.

3.3.3.6.	After successful entry, the customer is obligated to download the vehicle manufacturer's original report in the DSB portal and to check the content for correctness. Any errors must be reported without delay. TecAlliance is not liable for any errors that are reported late.

3.3.3.7.	In case of termination of the contract, TecAlliance shall provide the customer free of charge all access data for the electronic service logs of the vehicle manufacturers that were created for the customer order. The customer is obligated to transfer this access information to itself or a third party within eight weeks after termination of the contract.

3.3.3.8.	If the obligations that are to be discharged by the customer in accordance with this section are not discharged, or if they are not discharged in a timely manner, or if they are not discharged in full, TecAlliance shall not be bound to the agreed-upon service level. In such a case, TecAlliance shall be entitled to bill the customer separately for any occurring extra expenses.

3.3.4. **Payment Terms**

3.3.4.1.	The utilisation of the "TecRMI Service Book" service is subject to the condition that the customer issues TecAlliance an effective SEPA direct debit mandate and maintains this throughout the duration of the contract. Other payment types are not offered.

3.3.4.2.	The utilised services shall be billed at the end of each month.

3.3.4.3.	The customer is obligated to ensure that sufficient funds are available in the settlement account. If the payment is collected from a third party account, the customer shall immediately inform the third party account holder of the time and amount of the announced payment. If the debit is not honoured, TecAlliance is entitled to claim the costs for non-payment (returned debit note fees) insofar as the customer is

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responsible for this. The customer shall be free to provide proof that no damage has occurred or that the damage was not in the claimed amount.

4. Special terms and conditions of business for TecCom

4.1. Brand partner licence

4.1.1. Content of the service

4.1.1.1. By concluding the contract, the customer acquires the right as a manufacturer of products for the independent automotive aftermarket to sell its products on TecCom. The use of the TecCom modules and of services are based on separate contractual conditions.

4.1.1.2. TecAlliance provides the customer with suitable basic software and documentation to connect its ERP systems to TecCom and enable communication between the customer and its buyers.

4.1.1.3. The customer is authorised to communicate its participation on TecCom by using one of the signets provided by TecAlliance.

4.1.1.4. The customer is entitled to participate in working groups set up by TecAlliance for the purpose of further developing TecCom.

4.1.1.5. Unless otherwise agreed, the provisions above also apply to companies affiliated with the customer in accordance with Sections 15 et seqq.of the German Stock Corporation Act

4.1.2. Customer obligations

4.1.2.1. The customer shall provide TecAlliance with a qualified contact person and a representative in text form. These shall be available to answer questions during normal business hours and authorised to make decisions on contested issues.

4.1.2.1.1.1. The customer is obligated to exercise due care in checking the information provided by itself or its buyers for accuracy, current status and completeness. TecAlliance assumes no liability in this regard.

4.1.2.2. **Fees**

4.1.2.2.1. The fees to be paid by the customer shall be specified in the offer and consist of start-up fees and annual fees. They depend on the customer's relevant turnover figures according to the following clause.

4.1.2.2.2. The decisive factor for calculating fees is the customer's consolidated turnover that the customer has generated in the automotive aftermarket in the business year preceding the invoicing.

4.1.2.2.3. The annual fee is adjusted each year based on the relevant turnover figures according to the previous clause. The customer is obligated to notify TecAlliance of the relevant turnover figures in text form by the 10th of January at the latest.

4.1.2.3. **Data exchange**

The customer agrees that the company data it saves on TecCom may be made accessible to other licensed TecCom participants.

4.1.2.4. **Term of contract**

Deviating from what is specified in clause 1.8.3, the minimum contractual period is three (3) years.

4.2. Connect 5

4.2.1. Scope of Service

4.2.1.1. In certain cases, TecAlliance provides the customer with a local software to be installed in order to connect the customer's systems to TecCom.

4.2.1.2. The software will be made available to the customer as a download.

4.2.1.3. The hardware and software required for the operation of the software must be provided by the customer. The customer must configure and install the software by himself/herself.

4.2.2. Right of use

4.2.2.1. TecAlliance grants the customer the non-exclusive, non-transferable and non-sublicensable right, limited in time to the term of this contract, to use the software in accordance with the provisions of these terms and conditions.

4.2.2.2. During the term of the contract, the customer is authorised to copy the software in writing and/or machine-readable format in whole or in part in order to install and/or execute the software.

4.2.2.3. During the term of the contract, the customer is authorised to make an additional copy of the software for backup and archiving purposes.

4.2.3. Consequences of the termination of the contract

In the event of termination of the contract – for whatever reason – the customer shall immediately and completely desist from using the software, delete all copies existing on its systems, and delete any backup copies or return them to TecAlliance.

4.3. Order Module

4.3.1. Content of the service

4.3.1.1. TecAlliance shall provide the customer with the use of the software via remote access through the Internet (software as a service, SaaS).

4.3.1.2. The software will be continuously developed and improved. As part of this development, partial functions may be changed or removed insofar as this does not put the achievement of the contractual purpose at risk for the customer.

4.3.2. Right of use

4.3.2.1. The software and the included databases are protected by copyright. The copyright, patent rights, trademark rights and all other ancillary copyrights to the software and the included databases are held exclusively by TecAlliance. Inasmuch as the rights are held by third parties, TecAlliance holds corresponding rights of use.

4.3.2.2. TecAlliance shall grant the customer, within the framework determined in this contract, a simple, non-transferable and non-sublicensable right to use the software and included databases within the scope of the software's functionalities, which is limited in time to the term of this contract. No further rights are granted to the customer.

4.4. Order module packages

4.4.1. Users can order various packages to expand the functional scope of the module via the Order module user interface. Refer to the service descriptions provided there for details about the relevant functional scope. The price and term of the relevant package is displayed to the user before the order is completed.

4.4.2. Conclusion of contract

4.4.2.1. Each user order is considered an offer from the customer to TecAlliance for the conclusion of a contract regarding the ordered package.

4.4.2.2. Upon receipt of the order by TecAlliance, the user and the invoice recipient shall receive an e-mail confirming receipt of the order by TecAlliance and stating its details (order confirmation).

4.4.2.3. The order confirmation constitutes an acceptance of the Customer's offer.

4.4.3. Trial period

4.4.3.1. If a package is ordered for the first time, TecAlliance provides the customer with a free 14-day trial period.

4.4.3.2. During the trial period, the customer can cancel the package at any time without providing any reason.

4.4.4. Term of contract

Deviating from what is specified in clause 1.8.3, the minimum contractual period is one (1) year.

4.5. ERP Module (SAP/Dynamics365)

4.5.1. The service content is the development of a connection from the customer's ERP system (SAP/Dynamics365) to TecCom.

4.5.2. TecAlliance transfers to the customer the simple right to use the object code and the source code of the connection, limited to the term of the contract and the scope of the project.

4.5.3. In the case of termination of this contract – for whatever reason – the use of the object code and the source code shall be discontinued and all copies existing at the customer shall be deleted.

4.6. Transaction fees

4.6.1. Transaction fees for customers (manufacturers and buyers)

4.6.1.1. The customer (manufacturer) shall pay transaction fees to TecAlliance for the use of the Order Module.

4.6.1.2. If the customer (buyer) uses the Order Module to display the availability of products for third parties (online store etc.), the customer (buyer) shall pay the transaction fees to TecAlliance.

4.6.2. Services rendered and basis of calculation

4.6.2.1. All transactions (inquiries, orders) are subject to fees.

4.6.2.2. Transactions for previously defined test organisations are not counted and are not subject to fees. The use of test organisations for production purposes is prohibited.

4.6.3. Third party providers (GB, IE, FR)

4.6.3.1. Transactions with customers (buyers) located in the United Kingdom, Ireland, the British Crown Dependencies, France and the French Overseas Territories are explicitly excluded from the agreement and are not subject to the above transaction fees.

4.6.3.2. This service is explicitly not provided and/or invoiced by TecAlliance.

4.6.3.3. Transactions with these customers (buyers) require separate contracts with third-party providers in the respective countries.

4.7. e-invoicing Module

4.7.1. The customer is responsible for the accuracy, completeness and legal conformity of the content in the transferred data and PDF invoice files.

4.7.2. TecAlliance is not obligated to check the content of the transferred data or PDF invoice files for accuracy and legal conformity. The same applies to identifying any differences between transferred, structured data sets and PDF invoice files.

4.7.3. Free of the restrictions of Section 181 of BGB, the customer authorises TecAlliance to receive invoices, verify signatures, create corresponding test reports and grant sub-authorisations for this purpose on its behalf.

4.7.4. The parties agree to consider PDF invoice files as original invoices.

4.8. Implementation Services

4.8.1. **Content of the service**

4.8.1.1. The scope of services is the provision of consulting and implementation services for TecCom.

4.8.1.2. The services in this section shall be rendered in English and German.

4.8.2. **The customer's obligations to cooperate**

4.8.2.1. The customer is obligated to set up functioning, high-performance and state-of-the-art access (direct access) to the TecAlliance server. The access authorisation shall be regulated by TecAlliance in coordination with the customer. In this regard, the customer shall provide TecAlliance in text form with the name of an English- or German-speaking project manager, who will serve as a contact person, and a representative. These shall be available to answer questions during normal business hours and authorised to make decisions on contested issues.

4.8.3. **Liability**

4.8.3.1. The liability of TecAlliance for data loss in connection with the service rendered in this section shall be restricted to the typical cost of restoration that would have occurred if regular back-up copies had been made by the customer in accordance with the risk involved.

4.8.4. **Service quotas**

Services, as defined in this section, can be offered as service quotas. Deviating from what is specified in clause 1.5, invoicing is performed on a monthly basis according to the one-off services used.