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

Version 2.1, status as of: 18/06/2021

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:** Weekday Monday through Friday, except for legal holidays in the Federal Republic of Germany and the dates 24.12. and 31.12.

1.1.2. **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 et seq. of the 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 BGB (German Civil Code). These terms and conditions do not apply to legal transactions with consumers within the meaning of Section 13 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**

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.

1.4.2.3.3. The customer is obligated to keep confidential any access details and authentication tools provided to him for the use of TecAlliance products. Passing this data on to third parties is only permitted with the express consent of TecAlliance.

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 rights 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 entitled to adjust the prices to be paid on the basis of this contract at its reasonable discretion, in accordance with Section 315 BGB, depending on changes to the total costs that are relevant for the price calculation.

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 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 explicitly be pointed out to the customer as part of the disclosure of the change. 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 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 explicitly be pointed out to the customer as part of the disclosure of the change. 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. Other provisions

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

1.11.2.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.

1.11.3.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.

1.11.4.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.

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

1.11.6.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).

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

1.11.8.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.

1.11.9.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 1.11.8 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.

1.11.10. 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 1.11.8shall 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 single judge. The place of arbitration shall be the headquarters of TecAlliance. The language of the proceedings shall be English.

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

1.11.12. 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.

1.12. Orders using the TecAlliance online shop

1.12.1.**Scope**

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

1.12.1.2. 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.

1.12.2.**Offer and conclusion of contract**

1.12.2.1. 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.

1.12.2.2. 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).

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

1.12.3.**Subscription**

1.12.3.1. 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.

1.12.3.2. By ordering a subscription, an obligation for continuous payment is established that lasts 12 months.

1.12.3.3. 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.

1.12.4.**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.

1.12.5.**Payment and due date**

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

1.12.5.2. Payments are due upon conclusion of the contract.

1.13. Use of user-generated data

1.13.1.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.

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

1.13.3.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 - Data Manager

2.1. TecDoc 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. Reconditioned parts and replacement parts are reconditioned used parts that are branded by a trademark or by 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 indicate at least the following article data with each article: brand name of the manufacturer, article number of the manufacturer, 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) for the project named in the project description is permitted. This does not include the right to publish the database and/or database contents with third-party providers (e.g. sales platforms, price comparison portals, product test platforms).

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, where 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 significantly 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. TecDoc 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. TecDoc 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

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, where the width may not be less than 100 pixels or 3 cm.

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 significantly 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. TecDoc 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

TecAlliance GmbH
Registered Office: Ismaning
Managing Director: Jürgen Buchert

District Court of Munich
HRB 134 509
VAT ID No.: DE212306071

Commerzbank Siegburg
IBAN: DE42 3804 0007 0335 8330 00
BIC: COBADEFFXXX

AGB v2.1 EN   4/14

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 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.   TecDoc 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. **Rights 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.   TecDoc 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.   TecDoc 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 titles for and to 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. IDP API Data Supplier

2.10.1.**Content of the service**

2.10.1.1. 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.

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

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

2.10.1.4. 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.

2.10.2.**Onboarding and test environment**

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

2.10.2.2. 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.

2.10.3. **Right of use**

2.10.3.1. 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.

2.10.3.2. 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.

2.10.3.3. 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.

2.10.3.4. 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.

2.10.4.**Maintenance and error handling**

2.10.4.1. 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.

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

2.10.4.3. TecAlliance is required to investigate IDP API Data Supplier errors reported in writing by the customer provided the following conditions have been met: 1. The error can be reproduced; 2. The error has occurred in the latest version of IDP API Data Supplier and the customer has implemented this version; 3. The customer provides TecAlliance all information about the circumstances under which the error occurred.

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

2.10.4.4.1. correct the error and/or

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

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

2.10.4.5. 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.

2.10.5.**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.

2.10.6.S**upport**

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

2.10.6.1.1. 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

2.10.6.1.2. 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).

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

2.10.6.3. 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.

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

2.10.6.5. Support is available Mo–Fr 08:00 - 18:00 CET). Support services are not available on the following days: 01.01, 25.12, 26.12. 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.

2.10.6.6. Support is provided at a minimum in English.

2.11. DMM

2.11.1.**Content of the service**

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

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

2.11.1.3. 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.

2.11.1.4. 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.

2.11.2.**Right of use**

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

2.11.2.2. 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.

2.11.2.3. 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.

2.11.2.4. 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.

2.11.2.5. 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.

2.11.2.5.1. 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.

2.11.3.**Maintenance**

2.11.4.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.

2.11.5.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.

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

2.11.7.**Documentation, Training**

2.11.7.1. 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.

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

2.11.8.**Support**

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

2.11.8.1.1. 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

2.11.8.1.2. 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).

2.11.8.2. 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.

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

2.11.8.4. The support will be available during normal office hours (Mon-Fri. 9:00 - 17:00 CET). On public holidays in NRW, support will not be provided.

2.11.8.5. Support is provided in German and English.

2.12. **CCU**

2.12.1.**Content of the service**

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

2.12.1.2. TecAlliance will provide executable software to the customer within eight weeks of the conclusion of the contract and delivery of the customer data.

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

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

2.12.1.5. 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.

2.12.2.**Right of use**

2.12.2.1. 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.

2.12.2.2. 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.

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

2.12.3.**Documentation, training and support**

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

2.12.3.2. 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.

2.12.3.3. TecAlliance provides software support during the following business hours: Monday to Friday, 8:00 to 16:30 CET (with the exception of holidays in the Netherlands). 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.

2.12.4.**Error handling**

2.12.4.1. TecAlliance is required to investigate software errors reported in writing by the customer provided the following conditions have been met: 1. The error can be reproduced; 2. The error has occurred in the latest version of the software and the customer has installed this version; 3. The customer provides TecAlliance all information about the circumstances under which the error occurred; 4. The software has not been modified by the customer or any third party, unless the modification was authorised by TecAlliance in advance.

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

2.12.4.2.1. correct the error and/or

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

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

2.12.4.3. 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.

2.12.5.**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.

2.13. **myITG**

2.13.1.**Content of the service**

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

2.13.1.2. The software is continuously further 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.

2.13.1.3. The data contained in the software either comes from other customers or is researched by TecAlliance with the care required under the

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AGB v2.1 EN   7/14

circumstances. Assessing the accuracy, currency and completeness of the data is the responsibility of the customer.

2.13.2.Licence models

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

2.13.2.2.   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.

2.13.2.3.   Customers who do not meet the requirement in clause 2.13.2.2 may only use the fee-based version (Pro) of the software.

2.13.3.Customer rights of use

2.13.3.1.   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.

2.13.3.2.   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.

2.13.4.Customer obligations

2.13.4.1.   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.

2.13.4.2.   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).

2.13.5.Transferring rights of use

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

2.13.6.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.

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.

2.13.7.Support

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

2.13.7.1.1.   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

2.13.7.1.2.   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).

2.13.7.2.   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.

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

2.13.7.4.   The support will be available during normal office hours (Mon-Fri. 9:00 - 17:00 CET). On public holidays in NRW, support will not be provided.

2.13.7.5.   Support is provided in German and English.

2.13.8.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.

2.14.   Analytics Manager

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 is continuously further 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.

2.14.2.Rights of use

2.14.2.1.   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.

2.14.2.2.   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.

2.14.2.3.   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.

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

2.14.3.Customer obligations

2.14.3.1.   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.

2.14.3.2.   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 remain reserved.

2.14.3.3.   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.

2.14.4.Special provisions for the Analytics Manager Module Demand Dashboard

2.14.4.1.   **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.

2.14.4.2.   **Support**

2.14.4.2.1.   TecAlliance shall provide software support by e-mail.

2.14.4.2.2.   Customer support requests must contain the following information: Subject: Analytics Manager Module Demand Dashboard + short description of error + customer's company name; user details: first name, last name, e-mail address; detailed error description; time of error occurrence; browser; operating system; if possible suitable screenshots.

2.14.4.3.   TecAlliance only accepts support requests with the information described above, which must be sent to support.cgn@tecalliance.net.

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

2.14.5. **Special provisions for the Analytics Manager Module PMA**

2.14.5.1.   **Right of use**

2.14.5.1.1.   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.

2.14.5.1.2.   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.

2.14.5.2.   **Support**

2.14.5.2.1.   TecAlliance provides software support by e-mail or telephone from Monday to Friday, 8 a.m. to 6 p.m. No support is available on 1 January, 25 December or 26 December.

2.14.5.2.2.   Customer support requests must contain the following information: Subject: Analytics Manager Module PMA + short description of error + customer's company name; user details: first name, last name, e-mail address; detailed error description; time of error occurrence; relevant screenshots and the report ID displayed in the system for support for individual reports.

2.14.5.2.3.   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.

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

2.14.5.3.   **Use of the TecDoc Catalogue Data database**

2.14.5.3.1.   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.

2.14.5.3.2.   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.

2.14.5.3.3.   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, which are shown in the quotation. A further use of the TecDoc Catalogue Data database is not included.

2.14.5.4.   **Use of the database "Vehicles in Operation"**

2.14.5.4.1.   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.

2.14.5.4.2.   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.

2.14.5.4.3.   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, which are shown in the quotation. A further use of the "Vehicles in Operation" database is not included.

2.14.5.5.   **Use of TecDoc Web Catalogue Usage Data database**

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

2.14.5.5.2.   If the customer has already licensed the Analytics Manager Module 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.

2.14.5.5.3.   If the customer has not licensed the Analytics Manager Module Demand Dashboard, the use of the TecDoc Web Catalogue 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, which are shown in the quotation. Further use of the TecDoc Web Catalogue Usage Data database or the Analytics Manager Module Demand Dashboard is not included.

2.15. TecDoc data services

2.15.1. **Content of the service**

2.15.1.1.   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.

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

2.15.1.3.   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.

2.15.1.4.   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.

2.15.1.5.   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.

2.15.1.6.   When the service is provided, OE data and/or linkages that do not have 100 % 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.

2.15.1.7.   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.

2.15.1.8.   TecAlliance may enlist the services of one or more subcontractors for the provision of the service. The vicarious agent 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.

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

2.15.2.1. 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.

2.15.2.2. 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.

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

2.15.2.4. 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.

2.15.2.5. 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.

2.15.3.**Specifications regarding the data provided**

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

2.15.3.2. 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.

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

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

2.15.3.5. File names must have no more than 30 characters and must not contain any dots (.) as characters.

2.15.3.6. 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).

2.16. Trade Brands

2.16.1.**Content of the service**

2.16.1.1. 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.

2.16.1.2. 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.

2.16.1.3. 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.

2.16.1.4. 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.

2.16.1.5. 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.

2.16.1.6. When the service is provided, OE data and/or linkages that do not have 100 % 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.

2.16.1.7. 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.

2.16.1.8. TecAlliance may enlist the services of one or more subcontractors for the provision of the service. The vicarious agent 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.

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

2.16.2.1. 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.

2.16.2.2. 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.

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

2.16.2.4. 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.

2.16.2.5. 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.

2.16.3.**Specifications regarding the data provided**

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

2.16.3.2. 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.

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

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

2.16.3.5. File names must have no more than 30 characters and must not contain any dots (.) as characters.

2.16.3.6. 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 - Data Manager RMI

3.1. Repair and Maintenance Information

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 coverage ratios. They will gradually be generated, expanded and maintained through updates in consideration of the respective market significance. The number of brands, models, types and documents will vary, as will the amount of information. The coverage ratio will 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 identification of vehicles and activities is performed 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. 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. 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 enquiries regarding repair and maintenance information will be answered by the TecAlliance Support at the following times: Monday to Friday, 8 a.m. to 5 p.m. CET, excluding public holidays in Baden-Württemberg.

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 skewed by inaccurate data and information provided by third parties to TecAlliance.

3.1.5.2. Liability for intent and gross negligence remains 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 an email to support.wkh@tecalliance.net.

3.1.5.4.1.3. The damage report must contain the following information: description of damage including the cause of damage with significant 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. Such notification may contain: 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 comes to 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

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.

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AGB v2.1 EN   11/14

3.2.3.3. Liability for intent and gross negligence remains 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. Digital Service Book

3.3.1. Content of the service

3.3.1.1. The content of the service is the provision of the 'Digital Service Book' service by TecAlliance in accordance with the information in the electronic order form, the service description and the contractual provisions.

3.3.1.2. Entries in the electronic service log

3.3.1.2.1. Within the framework of the 'Digital 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.

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

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

3.3.1.3. 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.

3.3.1.4. It is a substantial basis of the contract 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 and retrieve it.

3.3.1.5. 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.

3.3.2. Customer obligations

3.3.2.1. 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 'Digital Service Book' service. Furthermore, the customer authorises TecAlliance to do so on behalf of and in the name of the customer. 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.

3.3.2.2. 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.

3.3.2.3. If, for reasons beyond its control, it is not possible for TecAlliance to create or maintain access to a vehicle manufacturer's electronic service log, the customer is obligated to ensure proper access and to provide TecAlliance with such access free of charge.

3.3.2.4. 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.

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

3.3.2.6. 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.

3.3.2.7. Should TecAlliance have any questions during performance of the service, the escalation process described in the service description applies. If the process steps specified therein are not complied with by the customer or are not complied with in a timely manner, the customer shall have no claim to performance of the service.

3.3.2.8. 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.

3.3.2.9. In case of termination of the contract, TecAlliance shall provide the customer on request and free of charge all access data for the electronic service logs of the vehicle manufacturers that was 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.

3.3.2.10. 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.

3.3.3. Conclusion of contract

3.3.3.1. The 'Digital Service Book' service can be ordered using an electronic order form.

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

3.3.3.3. 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.

3.3.3.4. 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.

3.3.3.5. TecAlliance will begin with the execution of the agreed services immediately upon conclusion of the contract (e.g. creation of manufacturer access). Once the necessary preparations have been made, the customer shall receive another message that the service can be used in production mode.

3.3.4. Payment terms

3.3.4.1. The utilisation of the 'Digital 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 on a monthly basis.

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 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 - Order Manager

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 automotive aftermarket, to access the TecAlliance Order Manager system. The Order Manager module and the services are used on the basis of separate contractual conditions.

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

4.1.1.3. The customer is authorised to communicate its participation in the TecAlliance Order Manager system 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 the Order Manager system.

4.1.1.5. Unless otherwise agreed, these provisions shall also apply to the companies that are affiliated with the customer in accordance with §§ 15 et seqq. of the AktG (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 contract region 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 15th of December at the latest.

4.1.2.3. **Data exchange**

The customer agrees that the company data it saves in the Order Manager system may be made accessible to other licensed participants in the Order Manager system.

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 the Order Manager system.

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 Manager 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 is continuously further 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. Rights of use

4.3.3. 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.

4.3.4. 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

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

4.5. e-Invoicing module

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

4.5.2. 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.

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

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AGB v2.1 EN   13/14

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

4.6. **Order Manager Implementation Services**

4.6.1. **Content of the service**

4.6.1.1.   The scope of services is the provision of consulting and implementation services for Order Manager:

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

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

4.6.2.1.   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.

4.6.3. **Liability**

4.6.3.1.   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.

4.6.4. **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.