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2. Conclusion of contract. The Licensee can choose certain products online of ALLDATA's product range and can collect these products in a so called basket by using the button "put into basket". Through the button "send order" the Licensee places a binding order (offer) with respect to the products placed in the basket. Before sending the order the Licensee can review and change the data any time. The order can only be placed and processed, if the Licensee has accepted these Terms & Conditions and thereby included them in the order by clicking on the button "Accept T&C".

ALLDATA shall send an automatic acknowledgement of receipt to the Licensee per email, in which the Licensee's order is listed again and which the Licensee can print through the function "print". The automatic acknowledgment of receipt only documents that the Licensee's order has been received, it is not an acceptance of the order. The contract shall only be formed with the declaration of acceptance by ALLDATA, which will be sent in a separate email (order confirmation).

The contract between ALLDATA and the Licensee shall be in force for one year after conclusion of the contract. If it is not cancelled with a three-months advance notice before the end of the contractual year, the contract will be prolonged for another year. The right of each of the parties to cancel the contract for an important reason remains unaffected.

3. License. Subject to these terms and conditions (the "Terms"), ALLDATA grants you a non-exclusive, non-transferable, non-sublicensable and limited to the duration of the contract between the parties a right (the "License") to use the ALLDATA product(s) (the "Product") which have been provided to the Licensee by ALLDATA under these Terms along with accompanying data (the "Data") and documentation (the "Documentation"). As between the Licensee and ALLDATA, ALLDATA owns and retains all rights, title and interest in and to the Product, Data and Documentation, including without limitation all copyright, trademark and any other intellectual property rights therein. The Licensee's right only consists of a limited right to use the Product, Data or Documentation as set forth under these Terms. The Licensee acknowledges that the Product, Data and Documentation constitute protected and confidential information as well as trade secrets of ALLDATA. The Licensee further acknowledges that the Data provided by ALLDATA and ALLDATA's database are copyright protected works according to sec. 2, 4 (1) and (2) of the German Copyright Act ("UrhG"). The Licensee does not receive any further rights than expressly agreed upon.

4. Grant of Rights. The Product, Data and Documentation are to be used solely in connection with the Licensee's professional use, i.e., only within your own company or enterprise at your location and only vis-à-vis end users; they may not be used by, for or in connection with the business of any other companies, persons or organizations or in the context of any other commercial use other than the use by the Licensee itself. The Licensee shall not pass on any information or data received from ALLDATA to garages or any other intermediate third parties for the use of their end consumers; neither shall the Licensee provide technical support which gives information to such intermediate third parties.

The Licensee's use under these Terms comprises the access and display of the Product.

Further, while using the Product, Licensee may print articles, images and diagrams as displayed in/by the Product in accordance with Section 4 below, unless stated otherwise by ALLDATA (for example in the Product itself).

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6. Prices and terms of payment. All prices are exclusive of applicable value added tax (VAT).

Charges which are to be paid in recurring intervals are due at the third working day of a month unless expressly agreed otherwise in writing. All payments by the Licensee must be made to the account specified in the order confirmation per bank transfer or per standing order with a bank.

If and to the extent that ALLDATA's costs for providing and updating a product rise (for example because of increased fees by ALLDATA's Licensors, risen working costs, increased costs for hosting and/or connectivity of database products or through costs of necessary Updates or renewals of hardware for the operation of database products or because of increased claims by its suppliers), ALLDATA has the right to raise the price for the future proportionally limited to once a year at a maximum and up to 6 % of the prior price at the most which takes effect six (6) weeks after ALLDATA notifies the Licensee of the price increase. Until this point of time, the Licensee has the right to terminate the contract with ALLDATA with immediate effect. If the customer does not terminate the contract within these six weeks, the contract remains in effect with the increased price.

7. Updates; Information Collection and Use. ALLDATA will continuously update the Product ("Update"). All Updates shall be deemed to be a part of the Product.

In order to ensure that the Licensee receives all Updates which fit to his operation system and hardware, the Product is used with ("System Information"), ALLDATA will extract certain information from this operating system and hardware from time to time. ALLDATA will use the System Information only in accordance with its Privacy Policy, which can be downloaded under https://app.alldata.com/euro_web/legal/policy, and will only use the information to

- (i) improve the Product and other products and services offered by ALLDATA and
- (ii) audit compliance with these Terms.

The Licensee acknowledges herewith that during the use of the Product ALLDATA may collect non-personally identifiable information ("Non-Personally Identifiable Information") pertaining to:

- (i) how the Licensee uses the Product;
- (ii) the Product information the Licensee accesses; and
- (iii) the results the Licensee receives from the application of the Product information.

The Non-Personally Identifiable Information may be combined with other non-personally identifiable information collected by ALLDATA during the use of its services and products such as the Product. ALLDATA will only use this Information in an aggregate or de-identified manner to analyze developments and the use of ALLDATA products and services, to administer ALLDATA products and services, and if such use is necessary within the contractual relationship between ALLDATA and the Licensee.

THE LICENSEE ACKNOWLEDGES THAT THE PRODUCT MAY CONTAIN PROGRAMS (INCLUDING COOKIES) PLACED ON THE LICENSEE'S COMPUTER THAT CONNECT TO THE INTERNET IN ORDER TO IMPROVE OR ACTIVATE SECURITY, OR TO PROVIDE AND/OR IMPROVE THE PRODUCT, DATA AND RELATED SERVICES TO THE LICENSEE. THE LICENSEE HERewith AUTHORIZES ALLDATA TO DO SO. INFORMATION COLLECTED BY ALLDATA WILL NOT BE MADE COMMERCIALY AVAILABLE TO THIRD PARTIES AND ARE SUBJECT TO ALLDATA'S PRIVACY POLICY.

8. Levies. Any excise, sales, use taxes, duties or other levies, which result from the Licensee's acquisition or use of the Product, Data and/or Documentation shall be paid exclusively by the Licensee. In the event ALLDATA makes any such payments, the Licensee shall reimburse ALLDATA for all such payments immediately upon demand.

9. Warranty. ALLDATA shall maintain the contractually agreed condition of the Product during the term of the agreement concluded between ALLDATA and the Licensee pursuant to these terms and conditions. ALLDATA shall not be liable for defects that already existed at the time of the conclusion of this contract. ALLDATA shall not be liable for any defects that result from a modification of the Product by the Licensee or any person commissioned or authorized by the Licensee. The Licensee may prove that any attempts to remove defects and modifications to the product made by him did not cause the defect.

The Licensee shall notify ALLDATA of defects of the Product immediately after detecting such defects and shall describe the time that the defect showed and the circumstances. Otherwise, ALLDATA shall not be liable for such defects. This notification duty applies as well if a defect arises later. The warranty period for defects is one year, starting from being granted access to the Product.

10. Data Accuracy and/or Completeness. ALLDATA compiles a variety of different information, which originate from different sources and are based on information of third parties. In particular, the Licensee is aware that most of the Data originate from automobile manufacturers and that ALLDATA cannot check their accuracy, completeness and whether they are up to date. Due to this, ALLDATA does not warrant that the Product, Data or Documentation or any other information provided in connection therewith is accurate and/or complete. ALLDATA will in these cases only be liable if it acted intentionally or grossly negligent, and/or if life, body or health were injured. ALLDATA will, however, make commercially reasonable efforts to provide accurate and complete Data.

11. Liability. Independent of no. 10 above, ALLDATA will only be liable for damages that were caused by intentional or grossly negligent infringements of contractual duties, if life, body or health are harmed, according to the product safety provisions, or if ALLDATA has assumed and express and written guarantee. In case of slight negligence in relation to a contractual obligation that is essential to the contract between the parties, ALLDATA's liability will be limited to the amount of the foreseeable damage that is typical for such transaction, unless life, body or health are harmed.

The Licensee is obliged to reduce the damage, and shall therefore regularly store his data, and in case of a suspected software defect, shall take all reasonable additional security measures. ALLDATA shall only be liable for a loss of data to the amount of a damage as it would have occurred had the data been regularly stored.

ALLDATA does not assume any further liability. In particular, ALLDATA is not liable for any initial defects, unless the conditions described above apply. This limited liability does also apply to the personal liability of employees, representatives or directors of ALLDATA.

The Licensee has the responsibility to seek legal counsel to inform him of and conform to all legal requirements regarding the use of the Product. Further, it is the Licensee's responsibility to ensure internet service through an Internet Service Provider ("ISP") for any online access to any of the Products or Data.

ALLDATA SHALL NOT BE LIABLE FOR ANY LACK OF SERVICE OR RESPONSE TIME DELAYS ATTRIBUTABLE TO THE INTERNET, TELECOMMUNICATIONS EQUIPMENT OR SERVICES, THE LICENSEE'S COMPUTERS OR NETWORKS, THE LICENSEE'S ISPs OR ANY OTHER REASON FOR WHICH ALLDATA IS NOT RESPONSIBLE.

12. Protection of Product and Confidentiality. The Licensee shall protect the Product against the access of unauthorized third parties by applying appropriate measures. Product, Data and Documentation are protected and confidential information of ALLDATA and trade secrets of ALLDATA, which the Licensee must not disclose vis-a-vis third parties.

The parties herewith agree to remain silent on any confidential information of the other party, which was revealed to them or otherwise made accessible in connection with an order. Exempted from this obligation is (i) information that the recipient demonstrates was already known to him at time of concluding the contract or which was made public thereafter by a third party, without infringing confidentiality agreements, laws or administrative orders, (ii) information that was publicly known at the time of concluding the contract between the parties or thereafter, if this is not due to a violation of these Terms or a contractual breach between the parties or (iii) information which must be disclosed due to a legal obligation or due to an unchallengeable court order or unchallengeable administrative order of the competent institution. If admissible and possible the recipient which is obliged to disclose information of the other party shall inform the other party beforehand and provide the possibility to challenge such disclosure.

The parties shall only grant access to confidential information to those consultants that are subject to professional secrecy or on which confidentiality obligations equivalent of these Terms were imposed. Furthermore, the parties will disclose confidential information of the other party only to those employees who need to know the information for the performance of this contract, and shall impose a confidentiality obligation onto these employees, including for the time after termination of their work contract, to the extent legally permissible under labor law.

13. Indemnity. To the extent permitted by law, the Licensee will indemnify and hold ALLDATA harmless from any damages, liability and losses, and defend ALLDATA against any claim, suit or other proceeding brought against ALLDATA, arising out of or in connection with the Licensee's use, misuse, copying or distribution of the Product, Data or Documentation, provided ALLDATA notifies the Licensee of such claim, suit or proceeding and gives the Licensee reasonable assistance in the defense thereof. The Licensee will pay all damages, costs, losses, and expenses arising from such claim, suit, or other proceeding. The Licensee will indemnify ALLDATA for any use of the Product that causes any harm to ALLDATA or any of its service or data vendors/providers.

14. Termination. This License shall automatically terminate upon any material breach of these by the Licensee; in this case, all rights of use granted to the Licensee shall become invalid and fall back to ALLDATA. Material breaches shall include, but not be limited to, the breach of any agreement on the payment of due invoices to ALLDATA, on the use of the Product, Data and Documentation or any other provisions set forth herein. Upon termination or expiration of this License for any reason, the Licensee shall immediately return to ALLDATA or after consultation with ALLDATA destroy the Product, Data, and Documentation and all copies thereof. The Licensee must stop the use of the Product immediately and completely.

15. Validation If the Product is not properly licensed, the functionality of the Product may be affected. ALLDATA may terminate the Licensee's current access to the Product, Data and Documentation and/or block the Licensee's future access to the Product, Data and Documentation if ALLDATA determines that the Licensee has violated any provisions of these terms, and if the Licensee does not stop the infringing conduct after being notified of it by ALLDATA.

16. Miscellaneous. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder.

These Terms and the contract existing between the parties (including, but not limited to, an end user agreement or any similar contract which specifies the prices, payment and subscription terms) as well as any rights thereunder may not be assigned, transferred or sublicensed by the Licensee except with ALLDATA's prior written consent and subject to payment to ALLDATA of the then-current transfer fee.

These Terms and any other agreements (including, but not limited to, a sales agreement or similar agreement which may specify pricing, payment and subscription terms) between the parties will be governed by and construed in accordance with the German laws under exclusion of the conflict of laws provisions and the CISG. As far as legally permissible the parties herewith agree the courts at ALLDATA's seat, currently Cologne, shall have exclusive jurisdiction regarding any disputes in relation to these Terms and any other contracts between the parties.

These Terms are the complete and exclusive statement of the mutual understanding of the parties, unless amended by another agreement between the parties. These Terms supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of the contractual relationship between the parties.

All modifications to these Terms including this provision itself must be made in writing or in text form (for example email). All notices under these Terms must be in writing or in text form (for example email).

The Product may be subject to (re-)export restrictions, for example of the United States or of the European Union. If a (re-)sale or any other export of the Product is permitted under these Terms, the Licensee must adhere to these (re-)export restrictions.

A set-off is permitted only against undisputed or legally binding claims of ALLDATA.

If any provision of this contract is invalid or unenforceable, the validity of the remaining provisions will not be affected. The Parties undertake, in this case, to replace the invalid or unenforceable provisions immediately by such valid and enforceable provisions that correspond to the economic purpose of the invalid or unenforceable provisions.

17. Change of these Terms by ALLDATA. ALLDATA may change these Terms from time to time. ALLDATA shall make available the current version of these Terms under www.alldataeurope.com, and inform the Licensee about the change. If the Licensee does not oppose these changes within six weeks of being notified of the changes, the modified Terms will be regarded as being agreed upon between the parties. The sales conditions, contractual conditions and general terms and conditions valid at the time of placing an order shall be applicable to an order, unless a change of such conditions is necessary by law or through an administrative order.

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The recommended repair times refer to aftermarket repairs only.