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Pursuant to Section 17, these Terms and Conditions, together with Privacy Notice, Copyright Notices, Data Privacy Policy and Data Usage Policy can be found at <https://app.alldata.com/alldata/legal/policy> are the complete and exclusive statement of the agreement regarding the Services between Licensee and ALLDATA. It supersedes any proposal or prior agreement, oral or written, and any other communications between you and ALLDATA relating to the ALLDATA customer portal, if any. There is for example a conflict between what an ALLDATA employee tells you and the terms of this document, these Terms and Conditions will prevail.

2. Conclusion of contract. The Licensee can choose certain products offered by ALLDATA by calling an ALLDATA representative at +49225341070 or by selecting the "order now" button which will cause ALLDATA to contact Licensee to activate the license. The Licensee's choice is an offer. 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". The contract is deemed to be concluded at the moment that ALLDATA has confirmed the order in writing or in textform.

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5. 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 the Licensee's company or enterprise at its 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.

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Apart from these rights, the Licensee must not, and must not request or authorize a third party to (a) directly or indirectly, attempt to discover the underlying ideas or algorithms of the Product, Data and/or Documentation;

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- (i) on a wide area network (WAN network) or
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No more extensive rights to use and exploit the Product are granted to the Licensee.

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7. Prices and terms of payment. All prices are exclusive of applicable value added tax (VAT). Payments can be made in general per bank transfer, per standing order, by SEPA direct debit, by credit card or via mobile phone. The Licensee can choose between different payment methods which are made available in country and offered by ALLDATA while placing the order. ALLDATA reserves the right not to offer each of the possible payment methods and to refer to other payment methods in each order and to reduce or extend its provided payment methods. Depending on the elected payment method, the Licensee shall provide ALLDATA with all relevant payment information which is needed for payment.

With choosing the payment method and completion of the order process, the Licensee explicitly confirms and warrants that all given information are accurate and complete and he is using his correct identity;

that he is 18 years old or older and therefore entitled to conclude a contract in general, and that the given information are relevant for payment under the agreement with ALLDATA are accurate and complete, especially in case of payment per bank transfer, per standing order or by SEPA direct debit that he is the owner of the indicated bank account and/or is authorized and entitled to freely dispose over the indicated bank account, in case of payment by credit card that he is the credit card holder and authorized and entitled to freely charge the credit card and in case of payment by mobile phone that he is the owner of the used mobile number and is entitled to pay by mobile phone and its indicated mobile account.

ALLDATA incorporates commercially reasonable methods to authenticate the information that the Licensee has supplied for making a payment through the ALLDATA customer portal, if available, given in the order and/or provided to ALLDATA in other ways (e.g. via email, phone or in writing). The Licensee expressly consents to transfer, process and storage of the submitted data for fulfillment of the contract between ALLDATA and the Licensee and also for execution of a credit assessment. The Licensee acknowledges that a payment to ALLDATA in connection with the agreement requires the successful authorization of the submitted data.

Charges which are to be paid in recurring intervals are due monthly, quarterly or yearly depending on Licensee election. The concrete charging process is depending on the elected payment method and takes place as follows:

In case of payment by SEPA direct debit, the amount shall be charged after the agreed due date. ALLDATA shall inform the Licensee about the concrete date of payment in advance (pre-notification). The same procedure shall apply to recurring charges.

In case of payment by credit card or via mobile phone, the amount shall be charged at the agreed due date. The same procedure shall apply to recurring charges.

In case of payment per bank transfer or per standing order, the amount shall be paid on the account specified in the order confirmation in accordance to the agreed due date. The same procedure shall apply to recurring charges.

ALLDATA does not charge fees for payment. However, it is possible that the Licensee's bank may charge the Licensee for the selected payment method.

The Licensee agrees to receive invoices and credit notices only in electronic form.

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 any price increase. Until this point in time, the Licensee has the right to terminate the contract with ALLDATA with immediate effect. If the Licensee does not terminate the contract within these six weeks, the contract remains in effect with the increased price.

8. 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 and Data Processing Procedure 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 HEREWITHE 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 AND DATA PROCESSING PROCEDURE WHICH CAN BE DOWNLOADED UNDER https://app.alldata.com/euro_web/legal/policy, AND WHICH ARE INCORPORATED HEREIN BY REFERENCE.

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10. 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 of the Product 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.

11. Defects Accuracy and/or Completeness. ALLDATA provides 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.

12. Liability. ALLDATA is liable for intentional and gross negligence. Further, ALLDATA is liable for the negligent breach of obligations, whose fulfillment is essential to enable the ordinary implementation of the contract, whose breach jeopardizes the achievement of the purpose of the contract and on whose compliance the Licensee may rely on regularly. In the last mentioned case, ALLDATA is only liable for the foreseeable, typical contractual damage. The same applies to breaches of duty by ALLDATA's vicarious agents. The abovementioned exclusions of liability do not apply in case of damage of life, body and health. The liability pursuant to the product liability law remains unaffected.

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 if the data had been regularly stored, so that a liability of ALLDATA shall be excluded for damages resulting out of a loss of data to the extent that data recovery is not possible or impeded due to a failure to perform appropriate data back-up procedures. The foregoing limitations shall not apply in cases of willful misconduct or gross negligence.

ALLDATA does not assume any further liability. Any liability not expressly provided for above shall be disclaimed. This limited liability does also apply to the personal liability of employees, representatives or directors of ALLDATA and its vicarious agents.

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 REASONS FOR WHICH ALLDATA IS NOT RESPONSIBLE.

13. Protection of 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-à-vis third parties. The parties herewith agree to remain silent on any information which is made available or otherwise made accessible to the recipient by the other party in connection with an order verbally, in writing or in any other form, when such information is clearly marked as confidential information, is described as such or is otherwise recognizable as such, is to be regarded as confidential because of its contents or is derived from confidential information which has been provided by the other party ("Confidential Information"). 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 the contract, or (iii) information that was already known to the recipient at the time of the contract 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 recipient is obligated to disclose only such Confidential 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 to the extent that no other protective measures are taken.

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.

14. 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.

15. Termination. This License shall automatically terminate upon any material breach of these by the Licensee; in this case, the right of termination of the contract 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 after ALLDATA's reminder, on the use of the Product, Data and Documentation or any other provisions set forth herein. Upon termination or expiration of ALLDATA 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.

16. 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 conditions. The Licensee does not stop the infringing conduct after being notified of it by ALLDATA.

17. Miscellaneous. The use 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 arising out of or in connection with these Terms and/or 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 these Terms 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.

18. Change of these Terms by ALLDATA. ALLDATA may change these Terms due to market changes, changes in legislation and/or in jurisdiction from time to time. ALLDATA shall make available the current version of these Terms under www.alldata.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. ALLDATA shall not be liable for the Licensee about the aforementioned legal consequences upon notification about the change of Terms. 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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