

TecAlliance General and Product-Specific Terms and Conditions (GTC)

Version 3.3; status as of 01.10.2026

These GTC govern the contractual relationship between TecAlliance (as defined below) and its customers, unless and to the extent that individual contractual agreements have been concluded between the parties.

These GTC are divided into the following Sections:

1. General Terms and Conditions (page 1)
2. Special Terms and Conditions for TecDoc (page 5)
3. Special Terms and Conditions for TecRMI (page 15)
4. Special Terms and Conditions for TecCom (page 18)
5. Special Terms and Conditions for TecFleet (page 21)

1. General Terms and Conditions

1.1. Definitions

1.1.1. **Business Day:** Weekdays Monday through Friday, excluding public holidays in the Federal Republic of Germany and the dates December 24 and December 31.

1.1.2. **Force Majeure:** Unforeseeable, unavoidable events beyond the control of all contracting parties that could not be prevented under the given circumstances by reasonable and feasible means, in particular wars, civil wars, revolutions, earthquakes, hurricanes, fires, cyberattacks (including ransomware attacks, DDoS attacks, or comparable IT security incidents), or pandemics.

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

- repair shops,
- manufacturers or dealers of workshop equipment,
- tools or spare parts,
- publishers of technical information,
- automobile clubs, roadside assistance services,
- Providers of inspection and testing services,
- Mechanic training and continuing education institutions,
- Manufacturers and repairers of equipment for converting vehicles to run on alternative fuels.

1.1.4. **IAM Europe** covers the following countries: Albania, Andorra, Belgium, Bosnia and Herzegovina, Bulgaria, Denmark, Germany, Estonia, Finland, France, Greece, Great Britain, Ireland, Iceland, Italy, Croatia, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Macedonia, Moldova, Monaco, Montenegro, the Netherlands, Norway, Austria, Poland, Portugal, Romania, San Marino, Sweden, Switzerland, Serbia, Slovakia, Slovenia, Spain, the Czech Republic, Turkey, Ukraine, Hungary, and Vatican City.

1.1.5. **BGB:** German Civil Code.

1.1.6. **Group:** Affiliated companies within the meaning of Sections 15 et seq. of the German Stock Corporation Act.

1.1.7. **Customer:** For the purposes of these Terms and Conditions, only companies within the meaning of Section 14 BGB qualify as customers. These Terms and Conditions therefore do not apply to customers who are consumers within the meaning of Section 13 BGB.

1.1.8. **Online Marketplace:** An online sales platform where spare parts can be sold both by the customer themselves and by registered third-party dealers.

1.1.9. **Parts Manufacturer:** A manufacturer or supplier of products of original spare part quality that are distributed in the IAM. A customer falls under the definition of a supplier only if they offer products (private labels) that were manufactured by a third-party manufacturer on behalf of the supplier, whereby the supplier is the legal owner of the product.

1.1.10. **Parts Dealer:** The customer who purchases parts to resell them under their own brand. A parts dealer is not a customer who acts as a supplier pursuant to Section 1.1.9.

1.1.11. **Parties:** TecAlliance and the customer together.

1.1.12. **Reverse Engineering:** Decoding a trade secret through observation or disassembly.

1.2. Scope of Application

1.2.1. The following Terms and Conditions apply to all deliveries, services, and offers provided by TecAlliance GmbH, Steinheilstraße 10, 85737 Ismaning, Germany (hereinafter: TecAlliance).

1.2.2. These Terms and Conditions also apply to deliveries, services, and offers from companies affiliated with TecAlliance pursuant to Sections 15 et seq. of the German Stock Corporation Act (AktG), provided that these Terms and Conditions are expressly referenced in the respective offers. In this case, the sole contracting party shall be the affiliated company named in the offer.

1.2.3. These General Terms and Conditions also apply to deliveries, services, and offers of TecAlliance brokered by third parties, provided that these General Terms and Conditions are expressly referenced in the respective offers. In this case, TecAlliance becomes the contractual partner.

1.2.4. Any conflicting terms and conditions of the customer shall not become part of the contract.

1.2.5. Any provisions that deviate from and/or supplement these Terms and Conditions are only effective if they are agreed upon in writing in an individual contract.

1.3. Offer and Conclusion of Contract

1.3.1. TecAlliance's offers made in text form are binding and may be accepted within six (6) weeks of the offer date. Upon the customer's acceptance of TecAlliance's offer in text form, a contract for the services offered is concluded between the parties.

1.3.2. If you receive these Terms and Conditions through one of our authorized partners, the conclusion of a contract with that partner shall be deemed your express consent to these Terms and Conditions, which apply in addition to the partner's terms and conditions and shall take precedence in the event of any conflicts.

1.4. Scope of Services

The content and scope of the services to be provided by TecAlliance are set forth in the offer, the service description, the project description, these Terms and Conditions, and any additional provisions agreed upon in individual contracts.

1.5. Licensing of Databases (Data)

1.5.1. The scope of services consists of the provision of a database and database content in accordance with the contractual provisions. Details regarding the provided database are set forth in the service description.

1.5.2. TecAlliance is entitled to apply technical protection measures to the database and the database content for the purpose of protecting against unauthorized copying. The customer is not entitled to remove or circumvent these protection measures.

1.5.3. The provided database and/or database content originate in part from third parties (e.g., data suppliers, service providers). In this case, responsibility for the accuracy of the database and/or database content lies exclusively with the third party.

1.6. Grant of Rights of Use

1.6.1. The software, the databases, and the data contained therein are protected by copyright. The copyright, patent rights, trademark rights, and all other related rights to the software, the databases, and the data contained therein belong exclusively to TecAlliance. To the extent that rights belong to third parties, TecAlliance holds the corresponding exploitation rights. The Customer acknowledges that the products provided (software, database, and database contents) are works protected by copyright and related rights.

1.6.2. TecAlliance grants the Customer a non-exclusive, non-transferable, and non-sublicensable right, limited to the term of this Agreement, to reproduce, distribute, and make publicly available the database and the database contents exclusively for the projects specified in the project description in accordance with the provisions of these Terms and Conditions. No further rights are granted to the Customer.

1.6.3. If the database and the database contents are acquired under a "Restricted Access" license, they may be made available exclusively to a restricted group of users. Access to the database and the database contents must be restricted to users known to the Customer via a login or similar security mechanisms. Any disclosure of the database and its contents, even partial, outside the restricted user group is prohibited.

1.6.4. If the database and its contents are acquired under an "Open Access" license, they may be published without restriction on the user group.

1.6.5. The Customer is entitled to engage service providers for the projects described in the project description and, in this context, to grant them access to the database and its contents. The Customer is obligated to notify TecAlliance of this in text form. Furthermore, the service provider is obligated to sign an NDA provided by TecAlliance. TecAlliance agrees that the aforementioned consent shall not be refused or delayed without good cause. Upon receipt of the Customer's request and the NDA signed by the third-party provider, TecAlliance shall grant the aforementioned consent within 30 business days. The Customer's responsibility for compliance with these contractual terms remains unaffected thereby.

1.6.6. Any use beyond the scope of the contractual agreement, as well as the transfer of the database and database contents to third parties—including the training of machine learning models and/or further use of the database and database contents in the context of artificial intelligence—is prohibited.

1.6.7. The General Provisions of the Terms and Conditions apply to all products. In addition, the Special Terms and Conditions govern product-specific conditions and/or deviations from the General Provisions.

1.7. Customer Obligations

1.7.1. The Customer is obligated to install an effective protection mechanism against changes, unauthorized duplication, redistribution, or manipulation of TecAlliance data (e.g., a firewall) in accordance with the current state of the art. In particular, the Customer must ensure that any alteration or systematic extraction of the database—especially its download—is technically prevented.

1.7.2. TecAlliance is entitled, but not obligated, to review the Customer's project with regard to its use in accordance with the contract. For this purpose, the Customer is obligated to grant TecAlliance free access to the project for testing purposes.

1.7.3. If the Customer adds supplementary information to the TecAlliance databases, the Customer must make it clear that this information originates from the Customer and is not part of the TecAlliance database. The Customer acknowledges that TecAlliance assumes no liability for these additions. If the Customer's own content is used in combination with third-party data and TecAlliance data, the Customer must verify whether a supplementary license is required for this. In this case, the Customer acknowledges that they are not entitled to any intellectual property rights in the final result.

1.8. Web Service / Data Stream

If the database is provided via a Web Service, the following terms and conditions apply in addition.

1.8.1. Upon conclusion of the contract, the Customer shall be granted, upon request, an implementation phase of sixty (60) calendar days. This phase begins upon TecAlliance's transmission of the relevant account data.

1.8.2. The implementation phase serves to integrate the Web Service into the Customer's system. Productive use of the Web Service and making the database publicly accessible is prohibited during the implementation phase.

1.8.3. A one-time setup fee is due for the implementation phase. No license fees are incurred during the implementation phase.

1.8.4. The implementation phase is not counted toward the minimum contract term.

1.9. Caching

1.9.1. Access to the database and its contents must always be made via the Web Service or the provided software.

1.9.2. The temporary caching of data from the Web Service is permitted, provided that this relates exclusively to user requests and covers only the period until the next update of the relevant data in the Web Service, but for no longer than thirty (30) days. Data from "RMI Notes" and data that is billed on a usage basis (e.g., per click, per retrieval, by volume) may not be cached.

1.9.3. Data contained in billing and delivery documents may be stored without any time limit.

1.10. Contract Term and Termination

1.10.1. The contract term for one-time services ends upon full performance of the service.

1.10.2. The contract term for quota-based services (Section 1.15.) ends upon the provision of the last individual service (quota = 0) or upon the expiration of an agreed validity period, whichever occurs first.

1.10.3. Continuing obligations are entered into for an indefinite period, but for a minimum of two (2) years. After the minimum contract term has expired, the contract may be terminated at the end of the calendar year. The notice period is three (3) months.

1.10.4. The right to terminate for cause remains unaffected.

1.10.5. In the event of a sale of the Customer's business by way of an asset deal and/or a share deal, if more than 25% of the shares are sold, TecAlliance shall be entitled to extraordinary termination.

1.10.6. Any termination—regardless of the reason—must be in writing.

1.11. Breach of Contract Terms / Contractual Penalty

1.11.1. If the Customer breaches the terms of this Agreement and fails to remedy such breach within a reasonable period following a written warning from TecAlliance, all rights of use granted under this Agreement shall lapse and automatically revert to TecAlliance. In this case, the Customer must immediately and completely cease use of the database, delete all copies stored on its systems, and delete any backup copies created or surrender them to TecAlliance.

1.11.2. Each individual culpable breach of the terms of this Agreement by the Customer shall result in the payment of a reasonable contractual penalty to TecAlliance. The amount of the contractual penalty shall be determined by TecAlliance at its reasonable discretion; however, in cases of intellectual property infringement, it shall not be less than EUR 10,000. The amount of the contractual penalty may be reviewed by the competent court in the event of a dispute. Further claims by TecAlliance remain unaffected. In the event that damages are claimed, the contractual penalty shall be offset against the damages.

1.12. Consequences of Termination of the Contract

In the event of termination of the contract—for whatever reason—the Customer must immediately and completely cease use of the database, delete all copies present on its systems, and delete any backup copies created or surrender them to TecAlliance. This obligation does not apply to the extent and for as long as the storage of the data is required by a statutory retention obligation.

1.13. Licensing of Software Solutions

1.13.1. The scope of services consists of the provision of software in accordance with the contractual provisions. Details regarding the software provided are set forth in the service description.

1.13.2. TecAlliance is entitled to equip the software with technical protection measures for the purpose of protecting it against unauthorized copying. The Customer is not entitled to remove or circumvent these protection measures.

1.14. Use of Services (Consulting & Services)

1.14.1. The scope of services consists of the provision of services by TecAlliance in accordance with the offer and the contractual provisions.

1.14.2. Details regarding the services to be provided are set forth in the service description.

1.15. Service Quotas

1.15.1. In the event that service quotas are agreed upon, the Customer purchases a specific number of individual services by way of advance payment. The quota-based service, the scope of the quota, and any validity period of the quota are set forth in the offer.

1.15.2. Each individual service used reduces the agreed quota by one (1). Once the quota reaches zero (0), it is no longer possible to use the service.

1.15.3. If automatic renewal of the quota has been agreed upon, once the quota has been used up, the previously purchased quota will be automatically rebooked and a corresponding invoice will be sent to the customer. The customer may object to this automatic rebooking at any time in text form.

1.15.4. If a validity period for the quota has been agreed upon, any unused service entitlements expire upon the expiration of the validity period.

1.16. Prices, Invoicing, Payment Terms, Sales Report

1.16.1. The prices stated in the offer are net prices, excluding any applicable taxes and fees.

1.16.2. In the event that usage- and/or revenue-based prices are agreed upon, the Customer is obligated to report the usage or revenue figures relevant for billing to TecAlliance in text form without further request on the fifth day of the month following the end of each quarter (i.e., January 5, April 5, July 5, and October 5). If there are reasonable doubts regarding the reported figures, TecAlliance is entitled to commission an

independent auditor at its own expense to verify the information provided. If the audit reveals a discrepancy of more than 3%, the customer shall bear the costs of the audit.

1.16.3. Invoicing for one-time services shall take place immediately upon provision of the service. For service quotas as defined in Section 1.15., invoicing shall take place immediately upon conclusion of the contract (prepayment). For continuing obligations, billing shall occur annually. Calendar years that have already begun may be billed on a pro-rata basis if applicable.

1.16.4. The payment term is 30 days after receipt of the invoice.

1.17. Price Adjustments

1.17.1. TecAlliance is entitled to adjust the prices payable under this contract at its reasonable discretion—in accordance with § 315 BGB—to reflect changes in the total costs relevant to price calculation.

1.17.2. The total costs consist in particular of costs for the provision of our products, costs for customer administration, service and personnel costs, other costs, and charges resulting from taxes, fees, and other government levies.

1.17.3. Price adjustments will be communicated to the customer in text form. The change shall be deemed approved if the customer does not object within a period of six (6) weeks following notification of the change. If the customer objects to the validity of the change within the aforementioned period, TecAlliance reserves the right to terminate the contract in accordance with Section 1.10.4.

1.17.4. Notwithstanding the foregoing provisions, TecAlliance is entitled, in the event of an increase in the statutory sales tax, and obligated, in the event of a decrease, to adjust the prices accordingly as of the date of the respective change, without the customer having any right to object.

1.18. Liability

1.18.1. TecAlliance's liability is limited to the foreseeable, contract-typical, direct average damage. Compensation for indirect damages, consequential damages, and in particular lost profits, is excluded. This limitation of liability does not apply to injuries to the customer's life, body, or health attributable to TecAlliance. The same applies to claims by the customer under the Product Liability Act or to the extent of a warranty expressly assumed by TecAlliance.

1.18.2. In all other respects, the liability of the parties is governed by the statutory provisions.

1.19. Force Majeure

1.19.1. In cases of force majeure, TecAlliance shall be released from its performance obligations under this Agreement for the duration and to the extent of the direct and indirect effects of the force majeure event. To the same extent, the Customer's corresponding obligation to pay remuneration shall cease.

1.19.2. If TecAlliance invokes the release under Section 1.19.1, TecAlliance shall inform the Customer without undue delay of the occurrence and the cessation of the force majeure event and shall use its best efforts to remedy the event and to limit its effects as far as possible.

1.19.3. If the force majeure event lasts longer than four (4) weeks, either party shall be entitled to terminate the Agreement extraordinarily without notice.

1.20. Amendments to the Terms and Conditions

TecAlliance is entitled to amend these Terms and Conditions with future effect. The amendment will be communicated to the customer in text form. The amendment shall be deemed approved if the customer does not object in writing within a period of six (6) weeks following notification of the amendment. The customer will be expressly informed of this consequence upon notification of the amendment. If the customer objects to the intended amendment in due time and form, the contract shall continue under the previous terms and conditions.

1.21. Export Control Regulations

1.21.1. The Customer undertakes to comply with all export control, customs, sanctions, and embargo regulations ("Export Control Regulations") applicable to TecAlliance, its products, and, by virtue of this declaration, also to the Customer.

This clause applies to the extent that it does not conflict with Section 7 of the Foreign Trade and Payments Ordinance or Article 5 of Regulation (EC) No. 2271/1996.

1.21.2. The Customer specifically confirms that it will not sell, export, or re-export, provide, or otherwise make available, directly or indirectly, any goods, services, software, or technology ("Goods") that are subject to the Export Control Regulations and have been provided by TecAlliance to persons in or for use in Russia and/or Belarus.

1.21.3. The Customer shall assist TecAlliance in obtaining all information and documentation necessary to comply with applicable export control regulations and to respond to inquiries from regulatory authorities. This obligation may include information regarding the end customer, the destination, and the intended use of the Goods.

1.21.4. Each party shall immediately notify the other party in writing if it, any of its affiliates, or their representatives are listed on a sanctions list pursuant to applicable foreign trade law. "Listed Person" means any natural or legal person, organization, or entity listed on a sanctions list issued by the European Union ("EU"), the United States ("U.S."), the United Nations ("UN"), or any other competent authority, or is otherwise blocked or subject to economic sanctions, as well as any person owned or controlled by, or acting on behalf of, such a listed person.

1.21.5. Notwithstanding any other contractual or statutory rights, TecAlliance shall be entitled to withdraw from the respective contract if any of the above obligations are breached or if, despite reasonable efforts by the parties, transactions become restricted or impossible for factual or legal reasons. The Customer shall indemnify TecAlliance against all claims, damages, costs, expenses, and other liabilities incurred by TecAlliance as a result of an intentional or negligent violation of export control regulations by the Customer or a third party.

1.22. Price Information

1.22.1. Price information regarding product data is made available exclusively to the parts dealer. If the customer is both a parts manufacturer and a parts dealer, TecAlliance will set up a parts manufacturer account and a parts dealer account for the customer. The Customer is obligated to take the necessary technical and organizational measures to ensure the contractual use of the price information available only in the parts dealer account within its company. The internal disclosure of price information from the parts dealer account to users of the parts manufacturer account is prohibited.

1.22.2. Customers registered with us as partners are obligated to ensure that only parts dealers, and not parts manufacturers, have access to the product data containing price information. Partners are therefore obligated to provide parts manufacturers with separate access without price information and to separate the access of customers who are both parts dealers and parts manufacturers in order to ensure the contractual use of price information.

1.23. Responsibility for Customer and User Content

1.23.1. The Customer is responsible for the correctness, completeness, and accuracy of all content uploaded by the Customer to the TecAlliance solutions, including, but not limited to, information, data, images, and text. The Customer warrants that the content provided does not violate any applicable laws, regulations, or third-party rights, including copyrights, intellectual property rights, and data protection regulations.

1.23.2. TecAlliance is not obligated to verify the accuracy, completeness, or legality of the content provided by the Customer. TecAlliance reserves the right to block or remove content that violates legal provisions or these Terms and Conditions. TecAlliance will exercise this right only in accordance with legal provisions and with due regard for the protection of the Customer's legitimate interests.

1.23.3. The Customer shall indemnify TecAlliance against all claims, damages, and costs (including reasonable legal fees) asserted against TecAlliance by third parties due to a breach of the warranties set forth in Section 1.23.1. The Customer acknowledges that it is obligated to assist TecAlliance in good faith with information and documentation in defending against such third-party claims.

1.24. Additional Provisions

1.24.1. The Customer is obligated to notify TecAlliance immediately of any changes to the contract-relevant company and contact information.

1.24.2. The Customer may transfer rights and obligations arising from or in connection with the Contract to third parties only with the express prior written consent of TecAlliance.

1.24.3. TecAlliance is entitled to perform services in whole or in part through third parties as subcontractors. TecAlliance is liable for the

performance of services by subcontractors as if they were its own actions.

1.24.4. If the Customer merges, this Agreement shall apply only to the part of the Customer existing at the time of signing the Agreement. If the Customer splits into additional companies, this Agreement shall be transferred only to a legal successor.

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

1.24.6. This contract is governed exclusively by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (UN Sales Convention).

1.24.7. The place of performance for all deliveries and services under this contract is the registered office of TecAlliance.

1.24.8. In the event of disputes arising from or in connection with this contract, the parties undertake to first attempt to settle them through negotiations. The obligation to negotiate shall be deemed fulfilled if, following a request by one party to commence negotiations regarding the subject matter of the dispute, the parties have exchanged views in writing, orally, or by telephone. If the dispute is not fully resolved within thirty (30) days of receipt of the request to commence negotiations, the dispute shall be subject to legal proceedings in accordance with the following provisions.

1.24.9. If the Customer is domiciled within the European Union, all disputes arising out of or in connection with this Agreement that have not been settled through negotiations pursuant to Section 1.24.8. shall be subject to ordinary legal proceedings. The exclusive place of jurisdiction is Cologne, provided that either party is a merchant or a legal entity under public law.

1.24.10. If the customer is domiciled outside the European Union, all disputes arising out of or in connection with this contract that have not been settled through negotiations pursuant to Section 1.24.8.0 shall be finally decided by an arbitral tribunal at the German Institute of Arbitration (DIS) in accordance with the UNCITRAL Arbitration Rules, to the exclusion of ordinary courts. The arbitral tribunal shall consist of a sole arbitrator. The place of arbitration shall be the registered office of TecAlliance. The language of the proceedings shall be English. The law applicable to the matter shall be the law of the Federal Republic of Germany.

1.24.11. All annexes and documents referred to in these Terms and Conditions are an integral part of the contract.

1.24.12. Should these Terms and Conditions be provided in a language other than German, this is done solely for informational purposes. The German version of these Terms and Conditions is the only binding version for the contracting parties.

1.25. Orders via the TecAlliance Online Store

1.25.1. TecAlliance operates an online sales platform (online store).

1.25.2. If the terms in this Section differ from the rest of the Terms and Conditions, the terms of this Section apply to the customer's orders in the online store.

1.25.3. By making a product available in the TecAlliance online shop, TecAlliance submits a binding offer to the customer to purchase it. By clicking "Place order" (which entails payment), the customer accepts this offer. Upon receipt of payment, a contract for the offered services is concluded between the parties.

1.25.4. Certain products can be ordered as a subscription in the online shop. The customer has the option to select this during the ordering process.

1.25.5. Ordering a subscription establishes a continuing obligation with a term of twelve (12) months.

1.25.6. The subscription automatically renews for an additional twelve (12) months unless it is canceled in the customer area of the online store before the end of the contract term.

1.25.7. Price increases will be communicated to the customer in text form. Notwithstanding Section 1.17.3, the change is deemed approved if the customer does not cancel the contract in the customer area of the online store within six (6) weeks of the change being announced.

1.25.8. Access data for the ordered products will be made available to the customer in the customer area of the online store after full payment has been received.

1.25.9. Payment shall be made using one of the payment methods offered during the ordering process.

1.25.10. Fees are due upon conclusion of the contract.

1.26. Data Protection and Privacy

1.26.1. Each party remains independently responsible for complying with its respective obligations under the General Data Protection Regulation (GDPR) and all other applicable data protection and privacy laws. TecAlliance and the customer shall ensure compliance with these regulations with respect to any processing of personal data that takes place within the scope of or in connection with the contractual relationship between them.

1.26.2. If TecAlliance processes personal data on behalf of the Customer in the performance of its obligations under the contractual relationship with the Customer, the parties acknowledge and agree as follows:

1.26.2.1. The Customer acts as the data controller.

1.26.2.2. TecAlliance acts as a data processor.

1.26.2.3. The specific terms and conditions for this processing, including but not limited to the subject matter, duration, nature, and purpose of the processing, the types of personal data, and the categories of data subjects, are set forth in the [Data Processing Agreement \(DPA\)](#), which, pursuant to Article 28 of the GDPR, forms an integral part of this Agreement.

1.26.3. TecAlliance processes personal data exclusively upon the Customer's documented instructions, unless required by applicable law. The Customer warrants that all personal data provided to TecAlliance has been lawfully collected and that all necessary consents, notices, and legal bases for processing have been obtained. TecAlliance makes no warranty as to the accuracy, completeness, or lawfulness of the personal data provided by the Customer and shall not be liable for any consequences arising from the use of such data. TecAlliance is not responsible for verifying the lawfulness of the data provided by the Customer.

1.26.4. The Customer shall indemnify TecAlliance against all claims, lawsuits, damages, or losses arising from or in connection with instructions from the Customer that violate applicable data protection laws.

1.26.5. Furthermore, TecAlliance shall not be liable for indirect, incidental, consequential, or punitive damages, including but not limited to lost profits, business interruption, or damage to reputation, arising from a breach of personal data protection, unless such breach was caused by gross negligence or intentional misconduct on the part of TecAlliance. TecAlliance shall not be liable for data breaches, losses, or unauthorized access attributable to vulnerabilities or misconfigurations in the Customer's IT systems, third-party integrations, or service providers that are beyond TecAlliance's control.

1.26.6. TecAlliance reserves the right to suspend or restrict access to its services if it has reason to believe that the continued processing of customer data could violate applicable data protection laws or expose TecAlliance to regulatory or legal risk.

1.26.7. TecAlliance may use anonymized and aggregated data from the customer's use for the purpose of improving its services, developing new features, and conducting analyses, provided that such data does not allow for the identification of individual persons or customers.

1.27. Use of User-Generated Data

1.27.1. TecAlliance is entitled to use all data generated during the use of TecAlliance products (user-generated data) for its own purposes in any manner in all current and future TecAlliance products and to exploit it commercially.

1.27.2. This includes, in particular, data transmitted to TecAlliance by users themselves, data generated during the use of TecAlliance products, log files, and statistics.

1.27.3. Personal data as defined by the GDPR is expressly excluded from this authorization. The processing of personal data is described in full in the [TecAlliance Privacy Policy](#).

2. TecDoc Special Terms and Conditions

2.1. Catalogue Data

2.1.1. Scope of Services

It constitutes an essential basis of the contract that the item data contained in the "TecDoc Catalogue Data" database originates from data suppliers and is not checked by TecAlliance for accuracy, completeness, and timeliness.

2.1.2. Scope of Use

2.1.2.1. The customer's right of use includes the use of the product data for the agreed brands in the agreed languages. The customer is advised that certain data is subject to country restrictions. Use of the data outside the permitted countries is prohibited.

2.1.2.2. The database may be used exclusively in connection with new parts, remanufactured parts, or replacement parts. Remanufactured parts and replacement parts are refurbished used parts that are marked with a trade mark or the remanufacturer's brand and do not differ significantly from new parts in terms of quality standards, function, and service life.

2.1.2.3. Use of the data for the trade in used parts is not permitted. Used parts are parts that are reused without further processing by the manufacturer and still bear the trademark of the automobile manufacturer or the original parts manufacturer.

2.1.2.4. Use of the product data for original replacement parts from automobile manufacturers is prohibited. Original replacement parts are those parts bearing the vehicle manufacturer's trademark.

2.1.2.5. The customer may only display product data for items that they actually sell. It is sufficient for the customer to generally carry the displayed items in their product range. The temporary unavailability of an item is not a violation of this provision.

2.1.2.6. The customer is required to display at least the following product details for each item: the manufacturer's brand name, the manufacturer's product number, and any product restrictions. This information must be made easily accessible in direct connection with the product details.

2.1.2.7. Supplementary information and images for an item (e.g., links to OEM numbers, technical information, installation information, dimensional specifications) may only be used in connection with the respective item.

2.1.2.8. If the parts manufacturers have provided cross-references to vehicle manufacturers' numbers or to competitor products, these may be used exclusively within the provided mapping. The customer is not authorized to create cross-references that are not already present in the database.

2.1.2.9. The use of the TecDoc Catalogue Data database and its contents for advertisements (e.g., banner ads, retargeting, newsletters) or other marketing channels (e.g., price comparison portals, product testing platforms, social media platforms) for the project described in the project description is permitted. This does not apply within the scope of a "Restricted Access" license as defined in Section 1.6.3.

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

2.1.3. Disclosure Requirements

2.1.3.1. "TecDoc inside" logo

The customer is obligated to display the "TecDoc inside" logo provided by TecAlliance after the conclusion of the contract, in color or black and white, on the homepage of the online store and/or on the packaging and/or in the offline catalog and/or any other medium in which the database is published. Modification of the logo is prohibited. Only the size of the logo may be altered while maintaining the aspect ratio, provided that the width does not fall below 100 pixels or 3 cm.

2.1.3.2. Copyright Notice

The customer is obligated to display the notice text published at <https://www.tecalliance.net/copyright-note/> on the homepage of the online store and/or on the packaging and/or in the offline catalog and/or any other medium in which the TecDoc Catalogue Data database or database content is published. The notice text must be displayed in the selected project language. Any modification of the notice text is

prohibited. The font size must be at least 10 pt. The text color must stand out clearly from the background.

Alternatively, this obligation may also be fulfilled by linking the "TecDoc Inside" logo to the page <https://www.tecalliance.net/copyright-note/>.

2.1.3.3. Supplementary Information

The customer is obligated to inform all users via a notice that they may need to obtain additional information to ensure that the part identified via the database actually corresponds to the part being sought and fits the vehicle in question. TecAlliance does not prescribe the wording of the notice.

2.1.4. Additional obligations of the customer

The customer must ensure that the published data is updated immediately and presented correctly and completely. The customer must specify the version and validity of the relevant data.

2.2. Non-Spare Parts Data

The Customer is entitled to license the "Non-Spare Parts Data" product as an add-on module to the "TecDoc Catalogue Data" database or as a standalone product. The provisions of Section 2.1 apply accordingly to the use of the "Non-Spare Parts Data" product.

2.3. Catalogue Data (Marketplace)

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

2.3.1. Scope of Use

2.3.1.1. The customer's right of use is limited to the use of the "TecDoc Catalogue Data" database within the scope of the agreed-upon online marketplace. Any further uses, in particular the implementation of projects outside the solutions described in this contract, are not covered.

2.3.1.2. The customer's right to distribute and/or make the TecDoc data publicly available to third-party dealers on the online marketplace is subject to the condition that a license agreement corresponding to the intended use has been concluded between the respective third-party dealer and TecAlliance and that TecAlliance has been notified of the data transfer in text form.

2.4. Reference Data

2.4.1. Scope of Use

2.4.1.1. The contractually agreed right of use covers 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 restrictions.

2.4.1.2. The use of the data for purposes not contractually agreed upon, in particular the combination of the data with other data for the provision of the customer's own services, is subject to prior approval by TecAlliance in text form.

2.4.2. Disclosure Obligations

Section 2.1.3 also applies to the reference data.

2.5. VIN Catalogue – TRUCK

2.5.1. Scope of Services

The data provided originates from the respective vehicle manufacturers and cannot be verified by TecAlliance for accuracy, completeness, and timeliness.

2.5.2. Terms of Use

2.5.2.1. Data from the manufacturer DAF may only be used within the EU and the European Economic Area (EEA).

2.5.2.2. Data from manufacturers Renault and Volvo may only be used within the European Economic Area (EEA).

2.5.2.3. Data from manufacturers Scania and IVECO may only be used within the EU.

2.5.3. Manufacturer Notes

2.5.3.1. DAF Trucks: The TecDoc VIN Catalogue - Truck is published without the cooperation or approval of DAF Trucks. The information in the TecDoc VIN Catalogue - Truck may not accurately or completely reflect the corresponding information published by DAF Trucks itself. DAF Trucks therefore cannot be held liable for the information contained in the TecDoc VIN Catalogue - Truck, nor for the safety, reliability, fuel consumption, or exhaust emission values of vehicles that are serviced or repaired based on the information contained in the TecDoc VIN Catalogue - Truck.

2.5.3.2. MAN: Licensed by MAN Truck & Bus.

2.6. Vehicle in Operation, OE Data

2.6.1. Service Content

The data provided is partly sourced from third parties, and TecAlliance cannot guarantee its accuracy. The customer acknowledges that the data provided by TecAlliance may also include estimates and reasonable assumptions. The customer therefore indemnifies TecAlliance at all times against any claims by third parties who may suffer damage as a result of using the data supplied by TecAlliance.

2.6.2. License Terms

2.6.2.1. The customer is obligated to use the OE data provided by TecAlliance, i.e., the HMD No., K/N types, the vehicle/item attributes, and the TA links between the HMD numbers and/or K/N types and the OE numbers (hereinafter referred to as "OE data") correctly and completely at all times, unless these Terms and Conditions or other agreements in text form provide otherwise.

2.6.2.2. The Customer is obligated to ensure that the VIO data provided by TecAlliance, i.e., the HMD No., K/N types, the Vehicle/Article attributes, and the TA links between the HMD numbers and/or K/N types and the Vehicle in Operation inventory data (hereinafter referred to as "VIO data"), to be transferred correctly and completely at all times, unless these Terms and Conditions or other agreements in text form provide otherwise.

2.6.2.3. The Customer is entitled to use the OE data and/or the VIO data internally to improve and enrich its own database. Enriching or combining the data with other data for the purpose of de-anonymization or re-identification is prohibited.

2.6.2.4. TecAlliance grants the Customer a non-exclusive right of use to the OE and/or VIO data.

2.6.2.5. Any use beyond the scope of the contractual agreement, in particular the distribution, reproduction, dissemination, or public disclosure of the delivered OE and/or VIO data to third parties, is prohibited.

2.6.3. Consequences of Termination of the Contract

2.6.3.1. In the event of termination of the contract—for whatever reason—the customer must immediately and completely cease use of the database and delete the OE and VIO data.

2.6.3.2. Termination of the contract does not affect the continued use of part numbers that the customer has generated based on OE data and/or VIO data.

2.7. Individual Truck OE Data Package via VIN

2.7.1. Scope of Services

The data provided originates from the vehicle manufacturers and cannot be verified by TecAlliance for accuracy, completeness, and timeliness.

2.7.2. Scope of Use

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

2.7.3. Terms of Use

2.7.3.1. Data from the manufacturer DAF may only be used within the EU and the European Economic Area (EEA).

2.7.3.2. Data from manufacturers Renault and Volvo may only be used within the European Economic Area (EEA).

2.7.3.3. Data from manufacturers Scania and IVECO may only be used within the EU.

2.7.4. Manufacturer Notes

2.7.4.1. DAF Trucks: The TecDoc VIN Catalogue - Truck is published without the cooperation or authorization of DAF Trucks. The information in the TecDoc VIN Catalogue - Truck may not accurately or completely reflect the corresponding information published by DAF Trucks itself. DAF Trucks cannot therefore be held liable for the information contained in the TecDoc VIN Catalogue - Truck, nor for the safety, reliability, fuel consumption, or exhaust emission values of vehicles that are serviced or repaired based on the information contained in the TecDoc VIN Catalogue - Truck.

2.7.4.2. MAN: Licensed by MAN Truck & Bus.

2.8. Catalogue

2.8.1. Scope of Services

2.8.1.1. It is an essential basis of the contract that the item data contained in the "TecDoc Catalogue" software originates from data suppliers and is not checked by TecAlliance for accuracy, completeness, or timeliness.

2.8.1.2. Data displayed after selecting a specific country is valid exclusively for that country. The data displayed in the software loses its validity upon the release of the next version of the software.

2.8.2. Rights of Use

2.8.2.1. It is not permitted to use the software and/or parts thereof beyond the scope agreed upon in the contract. In particular, the customer is not authorized to allow third parties to use the software and/or parts thereof, in whole or in part, or to make it accessible to third parties, to reproduce or sell it, or to decompile or disassemble it, unless expressly permitted by copyright law.

2.8.2.2. Use of the software and/or the data contained therein is permitted exclusively for the customer's own use.

2.8.2.3. The purchase of a license entitles the customer to access the catalog via a single user account; simultaneous use of the same user account on multiple devices is technically not possible.

2.8.2.4. Any use of the software beyond the scope of the contractual agreement, as well as the transfer of the software to third parties, is prohibited.

2.8.2.5. The data from the software may not be reproduced and/or made publicly available without the consent of TecAlliance.

2.9. Catalogue White Label

If the TecDoc Catalogue solution 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 apply in addition to Section 2.8.

2.9.1. Implementation Phase

2.9.1.1. The implementation phase serves to adapt the white-label product to the customer's requirements. Productive use of the white-label product and making the database publicly accessible are prohibited during the implementation phase.

2.9.1.2. The implementation phase begins upon conclusion of the contract and lasts thirty (30) calendar days.

2.9.1.3. A one-time setup fee is due for the implementation phase. No license fees are incurred during the implementation phase.

2.9.1.4. The implementation phase is not counted toward the minimum contract term.

2.9.2. Right of Termination

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

2.10. Catalogue Mobile App

2.10.1. Scope of Services

2.10.1.1. TecAlliance grants the customer the right to use the app for their own purposes on a mobile device owned or in their possession. The terms of use listed in the store apply in addition. The customer is prohibited from modifying, reproducing, publishing, licensing, or selling the application or any information or software associated with this app. The Customer is further prohibited from renting, leasing, or otherwise transferring rights to this app. Use is permitted exclusively in accordance with all applicable laws. If the Customer violates any provision of the above Terms of Use, their right to use this app shall immediately expire.

2.10.1.2. The basic version of the app ("Light Version") is available free of charge. The Light Version provides unlimited access to the TecIdentify, Social Media, Settings, and Information features. The app's other features are limited or unavailable in the Light Version. To use the full version ("Premium Version"), you must upgrade the app by purchasing a paid subscription. The subscription fee can be paid via an in-app purchase.

2.10.2. Scope of Use

TecAlliance is the owner of all claims, rights, and interests in and to the app. The customer is prohibited from modifying, adapting, translating, creating derivative works, decompiling, reverse engineering, disassembling, or otherwise attempting to access the source code of this app, unless expressly permitted in writing by TecAlliance.

2.11. Data Supplier License

2.11.1. Scope of Services

2.11.1.1. The Customer is either a manufacturer or a supplier of products in original spare parts quality that are sold in the IAM. A Customer falls under the definition of a supplier only if it offers products that have been manufactured by a third-party manufacturer on behalf of

the supplier, whereby the supplier is the legal owner of the product. Therefore, the Customer only provides TecAlliance with the article data of his products as the owner. TecAlliance will import the data provided by the Customer into the TecDoc database using appropriate software and make it available to the IAM in digital form in a format specified by TecAlliance.

2.11.1.2. TecAlliance is only obligated, and the Customer is only entitled, to enter into the TecDoc database the product data associated with a brand name (hereinafter referred to as "Brand") that meets the criteria for registering a Brand valid at the time of contract conclusion (see Section 2.11.2).

2.11.1.3. Additional brands may be included upon prior agreement in text form for a fee to be agreed separately.

2.11.1.4. The Customer warrants that it shall supply TecAlliance exclusively with data for such products and that, consequently, only those products originating from manufacturing facilities in which a quality management system is in place shall be presented or distributed via TecAlliance in the IAM.

2.11.1.5. The customer must provide proof of this by submitting a valid certificate from the manufacturing company covering at least the production area.

2.11.1.6. The Customer warrants that the data provided is not intended solely for a limited group of the Customer's customers. Data intended solely for a specific group of the Customer's customers is excluded from TecAlliance's obligations, in particular regarding publication and distribution.

2.11.1.7. The format of the data, the data delivery tool and the method of data transmission shall be determined by TecAlliance in accordance with the relevant industry standards, and any changes shall be communicated to the customer in a timely manner.

2.11.1.8. If TecAlliance provides the Customer with a tool for data delivery, this is done in accordance with the terms of these General Terms and Conditions.

2.11.1.9. The Customer is solely responsible for backing up the data. TecAlliance stores only the most recent version of the delivered data in its systems.

2.11.1.10. If the Customer is a data supplier for Non-Spare Parts Data, the Customer shall supply exclusively Non-Spare Parts Data.

2.11.2. Criteria for registering an trademark

2.11.2.1. The customer warrants that they are the owner of the trademark to be registered. The trademark must be registered in the countries relevant to the sales report. If the customer is not the owner of the trademark, they warrant that they have the trademark owner's authorization to use the trademark in all target countries. Written authorization must be submitted to TecAlliance upon request prior to the conclusion of the contract or prior to the entry of any additional trademark.

2.11.2.2. The Customer warrants that the trademark to be registered is protected as a registered and/or use trademark within the meaning of Section 4 of the German Trademark Act or the respective local legal provisions with analogous regulatory content.

2.11.2.3. The Customer undertakes to comply with the following rules regarding the use of trademarks within TecDoc: (i) A trademark name that consists of a combination of independent trademark names may not be used in TecDoc; (ii) It is not permitted to place the company name before the trademark name in order to potentially move it further up in the alphabetical order within the TecDoc database; and (iii) References to trademarks not registered in TecDoc in text fields to be edited by the customer as part of data preparation are not permitted.

2.11.2.4. Only the product suffix is suitable for representing brands registered with TecDoc as a product line. In the event of a reference to a competitor's brand (which must be registered with TecDoc) as a product line, the brand name of the competitor's brand must be preceded by the suffix "genuine."

2.11.2.5. The Customer undertakes to remove designations that violate these criteria from the database within a reasonable period to be set by TecAlliance, which may not be less than two (2) weeks, as part of the next data delivery. If the Customer fails to comply with TecAlliance's request, TecAlliance is entitled to arrange for the removal of the data in breach of the contract at the Customer's expense.

2.11.2.6. The Customer is obligated to provide its company logo for each brand registered with TecDoc in accordance with the requirements of the TecDoc format documentation. Otherwise, TecAlliance reserves the right to use the standard logo for TecDoc data suppliers.

2.11.3. Responsibility for the Data

2.11.3.1. The Customer warrants that it is the owner of all rights to the publication and use of the delivered data. Responsibility for the delivered data lies exclusively with the Customer.

2.11.3.2. TecAlliance reserves the right to exclude from publication any data that infringes the intellectual property rights of third parties, relates to products prohibited by law, or concerns products subject to an embargo or distribution restrictions. TecAlliance will inform the customer of the planned non-publication or deletion of the relevant data and give the customer the opportunity to comment.

2.11.3.3. If the customer does not provide a response within a reasonable period, which shall in no event exceed 15 calendar days, TecAlliance is entitled to delete the content. TecAlliance will review the response. This does not apply in cases of obvious legal violations.

2.11.3.4. At no time shall TecAlliance be under an active obligation to search for such data.

2.11.4. Data Updates

2.11.4.1. TecAlliance ensures the regular maintenance of the product search structures and the TecDoc vehicle database ("Reference Data") and makes them available to the customer in updated form at regular intervals. TecAlliance also provides the customer annually with a schedule of data delivery and publication dates, as well as the delivery of the Reference Data.

2.11.4.2. The customer is obligated to regularly and promptly maintain the data pertaining to their products and keep it up to date in the event of changes. The current data must in all cases correspond to the currently valid version of the Reference Data.

2.11.4.3. This obligation includes, in particular, that all relevant product information, such as new items, changed vehicle applications, price adjustments, etc., must be made available to TecAlliance immediately upon becoming known, so that TecAlliance can process it and make it available to the IAM.

2.11.4.4. The Customer is obligated to deliver and validate the data to TecAlliance on a regular basis, but no later than every six (6) months. For this purpose, the Customer must use the currently valid version(s) of the data delivery software. TecAlliance continuously informs the Customer within the data delivery software about the currently valid version(s).

2.11.4.5. If the Customer violates the above obligation, TecAlliance reserves the right to validate the most recent data provided by the Customer using the valid version(s) of the data delivery software at the Customer's expense.

2.11.4.6. When delivering price data, the customer shall inform TecAlliance whether these prices may be disclosed.

2.11.4.7. TecAlliance shall inform the Customer of any errors in the delivered data that come to its attention. In such cases, the Customer is obligated to correct the errors immediately or to assist TecAlliance in correcting the errors within the database.

2.11.5. Rights of Use

2.11.5.1. The Customer grants TecAlliance all necessary rights, and in particular the right to reproduce and make publicly available the data provided by the Customer.

2.11.5.2. The customer is entitled to use the data in TecDoc format (item data created in conjunction with TecDoc Reference Data) for their own purposes. Permitted use for their own purposes includes, in particular, the creation and maintenance of the data, as well as communication with the data supplier's customers via product and price lists, online catalogs, online stores, print catalogs, and newsletters.

2.11.5.3. Furthermore, the Customer is not authorized to disclose data in TecDoc format to third parties other than affiliated companies within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG).

2.11.6. Fees (Entry Fee)

2.11.6.1. For the services to be provided by TecAlliance, the Customer shall pay fees for each brand it enters, which consist of a one-time entry fee and recurring annual fees.

2.11.6.2. A one-time entry fee is payable for each brand the Customer adds, the amount of which is based on the actual revenue for the respective brand, calculated based on retail sales in IAM Europe and the fiscal year preceding the conclusion of the contract.

2.11.6.3. Each full million euros of net sales is multiplied by the rate for the entry fee, assuming a minimum of eight (8) million euros in sales. The sales caps (maximum fees) listed in the price list refer to provision 2.11.8.

2.11.6.4. The fee rate for the entry fee is determined by the price list in effect at the time the contract is concluded.

2.11.7. Annual Fee

2.11.7.1. For each brand that the customer lists, an annual fee is payable for the duration of the contract, the amount of which is based on the actual revenue for the respective brand, calculated based on trading activity in IAM Europe and the fiscal year preceding the invoice date.

2.11.7.2. Each full million euros of net sales is multiplied by the annual fee rate, assuming a minimum of eight (8) million euros in sales. The sales caps (maximum fees) listed in the price list refer to Section 2.11.8.

2.11.7.3. An adjustment based on the previous year's revenue is performed annually. To this end, the customer is obligated to provide TecAlliance with the relevant revenue figures by no later than the end of February of each year. The resulting new annual fee is effective as of April 1.

2.11.7.4. When determining the relevant revenue figures, amounts below €500,000 in net revenue are rounded down to the nearest million, and amounts of €500,000 or more in net revenue are rounded up to the nearest million.

2.11.7.5. If the Customer adds a brand at a later date that, due to a legal or contractual acquisition of said brand, does not yet have its own prior-year sales figures at the time of addition, the prior-year sales figures of this brand from the legal predecessor shall be used as the basis for calculating the first annual fee for this additional brand.

2.11.7.6. Initial fees are charged in full upon conclusion of the contract; annual fees are calculated pro rata for the first time for the remaining period from the month of contract conclusion through the end of the year.

2.11.7.7. TecAlliance is entitled to request a certified auditor's report regarding the accuracy of the sales figures. If such an audit reveals discrepancies to TecAlliance's detriment that exceed 5%, the customer shall bear the necessary costs of the audit. Deviations exceeding 10% constitute a material breach of contract, entitling TecAlliance to terminate the contract for cause. This right also applies if the audit cannot be performed due to a lack of verifiable documentation.

2.11.7.8. The provisions regarding cost allocation and the right to extraordinary termination apply only if the discrepancies have adverse effects on TecAlliance with respect to the fees payable by the customer. In all other cases, TecAlliance shall bear the costs of the audit.

2.11.7.9. If information regarding sales figures is not provided in a timely manner, TecAlliance is entitled to terminate the contract without notice. TecAlliance warrants that the sales figures provided by the customer will be treated confidentially.

2.11.7.10. The Customer is obligated to immediately notify TecAlliance of any transfer of rights of use to trademarks uploaded by the Customer. If the right of use to the uploaded trademark is transferred to an affiliated company within the meaning of Section 15 of the Austrian Stock Corporation Act (AktG), the billing remains unchanged. If the transfer of the right of use results in the termination of the Customer's right of use to a submitted trademark and the right of use is not transferred to an affiliated company within the meaning of Section 15 et seq. of the German Stock Corporation Act (AktG), billing for this trademark shall cease.

2.11.8. Maximum Fees

2.11.8.1. Customers with multiple brands will no longer be billed separately for each brand, but rather combined up to a maximum turnover of €60 million. In this context, each brand with actual turnover < €8 million is recorded at the minimum turnover of €8 million. No further annual fees will be charged if the cumulative sales revenue in the IAM for all brands entered in TecDoc has reached the maximum limit of €60 million. This requires a single contractual partner for all brands and centralized billing to the address provided by the customer.

2.11.8.2. The rule set forth in Section 2.11.8.1 does not apply in the event of a merger or acquisition of two or more companies that are already data suppliers. In the event of a merger or acquisition between data suppliers, the following rules apply to the calculation of fees: Provided that the brands entered remain unchanged before and after a merger or acquisition—namely, registered as TecDoc brands—the fees remain unchanged.

2.11.8.3. Upon the addition of a new brand, a one-time license fee will be charged to cover the increased costs of review and data entry. This provision applies only to contracts with a maximum turnover exceeding €60 million. No further annual fees will be charged provided the customer does not exceed a total of 15 brands with this brand. Starting with the 16th brand, an additional flat-rate annual fee will be charged per brand to compensate for the costs of the monthly production process and additional expenses. These fees will also be adjusted proportionally in the event of a general fee increase.

2.11.9. Contract Term and Termination

Notwithstanding Section

1.10.3 of these Terms and Conditions, the minimum contract term is three (3) years and the notice period is six (6) months.

2.11.10. Liability

2.11.10.1. TecAlliance assumes no guarantee or warranty regarding the relevance, completeness, accuracy of content, or freedom from errors of the data. TecAlliance therefore assumes no liability whatsoever for any losses or damages resulting from inaccuracies or incompleteness in the data provided by the customer or from a failure to update the data.

2.11.10.2. TecAlliance assumes no responsibility or liability for the content of data and information provided by the customer. TecAlliance is under no obligation to verify the legality of the data and information provided.

2.11.10.3. Should the data and information provided by the customer contain legal violations, the customer shall indemnify TecAlliance against all resulting claims and bear the resulting costs. This also includes the costs of legal defense.

2.11.10.4. TecAlliance assumes full liability for the TecDoc search tree structure, the reference data, and the TecDoc master data, and indemnifies the customer against any liability regarding the aforementioned data. This applies in particular to the use of the aforementioned data in the context of data maintenance in accordance with the provisions of this contract.

2.11.10.5. The Customer's liability for data provided by them is limited to the term of the Agreement.

2.11.10.6. The Customer assumes no liability whatsoever for subsequent modifications and/or adaptations of the TecDoc search tree structure, the Reference Data, and the TecDoc master data by TecAlliance and/or other customers.

2.11.11. Marketing

The parties are permitted to advertise their mutual cooperation. However, all advertising materials must be approved in advance by the other party. When using the "TecAlliance Data Supplier" logo, the customer is required to use the most current version of the logo.

2.12. TecDoc ONE

2.12.1. Scope of Services

2.12.1.1. Subject to the provisions of Section 2.11.1.7, TecAlliance is obligated to provide the customer with access to the "TecDoc ONE" software during the term of the contract.

2.12.1.2. TecDoc ONE is provided as SaaS (Software as a Service).

2.12.1.3. The hardware and software required on the customer's side for the use of TecDoc ONE must be provided by the customer. The customer must configure these independently.

2.12.1.4. TecAlliance may modify TecDoc ONE and make it available to the customer as an update. Upgrades that may affect the customer's implementation will be announced by TecAlliance with reasonable notice. The customer is obligated to incorporate such updates into their implementation immediately upon receipt.

2.12.1.5. The software includes the necessary functionality to enter data or parts and link them to TecDoc vehicles. After the software has been made available, the Customer must enter the data independently and transmit it to TecAlliance.

2.12.2. Rights of Use

2.12.2.1. Permitted use includes the intended use of TecDoc ONE by the customer, i.e., the transmission of changes, deletions, and updates to the customer's product data.

2.12.2.2. TecDoc ONE may only be used for the transmission of data for those brands for which a valid data supplier agreement exists and for which TecAlliance has assigned access authorization or access data in accordance with the contractual agreement.

2.12.2.3. The provision of access data to TecDoc ONE to third parties (e.g., service providers) is only permitted with the prior approval of TecAlliance in text form. In such cases, the Customer must require the third party to use the software exclusively in accordance with the provisions of this Agreement.

2.12.3. Maintenance and Error Handling

TecAlliance warrants the maintenance of the contractually agreed quality of TecDoc ONE (see Service Description) during the term of the contract, as well as that no third-party rights preclude the contractual use of TecDoc ONE. TecAlliance will remedy any defects in TecDoc ONE within a reasonable time (updates).

The Customer is obligated to notify TecAlliance of any defects in the software immediately upon their discovery. In the case of material defects, this notification must include a description of when the defects occurred and the specific circumstances.

2.12.4. Documentation, Training

2.12.4.1. TecAlliance offers a one-day, free training session on the use of the software for the Customer's employees via webinar or at TecAlliance's location in Cologne.

2.12.4.2. Configuration instructions are not covered by this Agreement but may be agreed upon separately between the parties.

2.12.5. Support

2.12.5.1. Support is provided by TecAlliance or a third party commissioned by TecAlliance. It is divided into: (i) First-Level Support (telephone trouble reporting via a Customer Help Desk – CHD; consultation on technical questions regarding the application – operation, known errors) and (ii) Second-Level Support (handling and diagnosis of problem reports from First-Level Support; resolution of the error and provision of a workaround or corrected version).

2.12.5.2. All support services (exception: training support) may be provided by TecAlliance or a third party commissioned by TecAlliance via telephone or remote service. If the Customer does not permit remote service and on-site support is therefore necessary, the Customer shall bear the resulting costs and expenses.

2.12.5.3. Should specific issues require further measures, TecAlliance will provide on-site support at the Customer's expense.

2.12.5.4. Support availability is based on standard business hours (Mon–Fri, 9:00 a.m.–5:00 p.m. CET). No support is provided on public holidays in North Rhine-Westphalia.

2.12.5.5. Support is available in German and English.

2.12.6. Price adjustments for TecDoc ONE

The pricing of TecDoc ONE is linked to changes in the price of the customer's existing Data Supplier License. If the price of the Data Supplier License changes, the price of TecDoc ONE will be adjusted by one-third (1/3) of the change in the Data Supplier License price, without the need for separate notification.

2.13. IDP API Data Supplier

2.13.1. Scope of Services

2.13.1.1. Subject to the provisions of Section 2.11.1.7, TecAlliance is obligated to provide the Customer with the IDP interface for data suppliers (IDP API Data Supplier) for the duration of the contract.

2.13.1.2. IDP API Data Supplier is provided as SaaS (Software as a Service). Upon completion of the customer's implementation, TecAlliance will provide the customer with the necessary access data for the productive operation of IDP API Data Supplier for each agreed-upon brand.

2.13.1.3. The hardware and software required on the customer's side for the use of the IDP API Data Supplier must be provided by the customer. The customer must configure and install these independently.

2.13.1.4. TecAlliance may modify the IDP API Data Supplier and make it available to the customer as an upgrade. Upgrades that may affect the customer's implementation will be announced by TecAlliance with

reasonable notice. The customer is obligated to incorporate upgrades into their implementation immediately upon receipt.

2.13.2. Fees and Test Environment

2.13.2.1. The customer must pay an annual fee for the services to be provided by TecAlliance.

2.13.2.2. TecAlliance will provide the customer with access to a test environment for the IDP API Data Supplier within 10 business days. This access is valid until the transition to the production environment. TecAlliance assumes no liability whatsoever for the operation of the test environment.

2.13.3. Rights of Use

2.13.3.1. Permitted use includes the intended use of the IDP API Data Supplier by the customer, i.e., the transmission of changes, deletions, and updates to the customer's product data.

2.13.3.2. The IDP API Data Supplier may only be used to transmit data for those brands for which a valid TecDoc data supplier contract exists and for which TecAlliance has assigned access authorization or access data in accordance with the contractual agreement.

2.13.4. Maintenance and Error Handling

2.13.4.1. TecAlliance warrants that the IDP API Data Supplier will maintain the contractually agreed quality (see Service Description) during the term of the contract and that no third-party rights preclude the use of the IDP API Data Supplier in accordance with the contract. TecAlliance will remedy any defects in the IDP API Data Supplier within a reasonable time (updates).

2.13.4.2. The Customer is obligated to notify TecAlliance of any defects in the IDP API Data Supplier in text form immediately upon their discovery.

2.13.4.3. TecAlliance is obligated to investigate errors in the IDP API Data Supplier reported by the Customer in text form if the following conditions are met: i. The error is reproducible; ii. The error occurs in the current version of the IDP API Data Supplier and the Customer has implemented this version; iii. The Customer provides TecAlliance with all information regarding the circumstances under which the error occurs.

2.13.4.4. Following the investigation of the error, TecAlliance shall, at its sole discretion: (i) fix the error and/or (ii) offer a temporary fix if this is necessary for urgent reasons or if a fix is technically impossible or not economically feasible, and/or (iii) inform the Customer why the reported error is not eligible for a fix or a temporary fix.

2.13.4.5. TecAlliance shall provide the Customer with updates to the IDP API Data Supplier as part of maintenance and development. The Customer is obligated to incorporate updates into its implementation immediately upon receipt.

2.13.5. Documentation

The Customer receives an interface description as part of the onboarding consulting project. This is provided to the Customer for its own internal use.

2.13.6. Support

2.13.6.1. Support is provided by TecAlliance or a third party commissioned by TecAlliance. During production operation, it is divided into: (i) First-Level Support (troubleshooting by a Customer Help Desk; consultation on technical questions regarding the IDP API Data Supplier – known errors) and (ii) Second-Level Support (handling and diagnosis of problem reports from First Level Support; resolution of the error and provision of a workaround or fix).

2.13.6.2. During the test phase, support is provided as part of the onboarding consulting project.

2.13.6.3. All support services may be provided by TecAlliance or a third party commissioned by TecAlliance via telephone or remote service. If the customer does not permit remote service and on-site support is therefore necessary, the customer shall bear the resulting costs and expenses.

2.13.6.4. Should specific issues require further measures, TecAlliance will provide on-site support at the customer's expense.

2.13.6.5. Support is available Monday through Friday from 8:00 a.m. to 6:00 p.m. CET. No support is provided on the following days: January 1, December 25, and December 26. An on-call service is available exclusively for highly critical cases via email on these days from 8:00 AM to 6:00 PM. On weekends and holidays, an on-call service is available exclusively for highly critical cases via email from Monday

through Friday 6:00 PM – 8:00 PM and on Saturdays and Sundays from 10:00 AM – 6:00 PM.

2.13.6.6. Support is available in English at a minimum.

2.14. DMM

2.14.1. Scope of Services

2.14.1.1. TecAlliance may make the DMM software available to the customer during the term of the contract.

2.14.1.2. The software is made available to the customer for download.

2.14.1.3. The software includes the necessary functionality to enter data or parts and link them to TecDoc vehicles. After the software is made available, the customer must enter the data independently and transmit it to TecAlliance.

2.14.1.4. The hardware and software required to operate the software must be provided by the customer. The customer must configure and install the software independently.

2.14.2. Rights of Use

2.14.2.1. Permitted use includes the installation of the software, loading it into the working memory, and its intended use by the customer.

2.14.2.2. The software may only be used by the customer to maintain data for those brands for which the customer has a valid data supplier agreement with TecAlliance.

2.14.2.3. The provision of the software by the customer to third parties for external data maintenance is generally prohibited. It may only be transferred to third parties in justified exceptional cases with the prior consent of TecAlliance in text form.

2.14.2.4. In such cases, the Customer must require the third party in text form to use the Software exclusively in accordance with the provisions of this Agreement.

2.14.3. Maintenance

2.14.3.1. TecAlliance warrants that the Software will maintain the contractually agreed quality throughout the term of the Agreement and that no third-party rights preclude the use of the Software in accordance with the Agreement. TecAlliance will remedy any defects in the Software within a reasonable time.

2.14.3.2. The Customer is obligated to notify TecAlliance in text form of any defects in the Software immediately upon their discovery. In the case of material defects, this notification must include a description of when the defects occurred and the specific circumstances.

2.14.3.3. TecAlliance shall provide updates to the Customer as part of maintenance. The Customer is obligated to install updates immediately, but no later than four (4) weeks after receiving them, and to cease using outdated versions of the software.

2.14.4. Documentation, Training

2.14.4.1. TecAlliance offers a one-day, free training session on the use of the software for the Customer's employees via webinar or at TecAlliance's location in Cologne.

2.14.4.2. Installation and configuration instructions are not covered by this contract but may be agreed upon separately between the parties.

2.14.5. Support

2.14.5.1. Support is provided by TecAlliance or a third party commissioned by TecAlliance. It is divided into: (i) First-Level Support (telephone trouble reporting via a Customer Help Desk – CHD; consultation on technical questions regarding the application – operation, known errors) and (ii) Second-Level Support (handling and diagnosis of problem reports from First Level Support; resolution of the error and provision of a workaround or corrected version).

2.14.5.2. All support services (exception: training support) may be provided by TecAlliance or a third party commissioned by TecAlliance via telephone or remote service. If the customer does not authorize remote service and on-site support is therefore necessary, the customer shall bear the resulting costs and expenses.

2.14.5.3. Should specific issues require further measures, TecAlliance will provide on-site support at the customer's expense.

2.14.5.4. Support availability is based on standard business hours (Mon–Fri, 9:00 a.m.–5:00 p.m. CET). No support is provided on public holidays in North Rhine-Westphalia.

2.14.5.5. Support is available in German and English.

2.15. CCU

2.15.1. Scope of Services

2.15.1.1. Subject to the provisions of Section 2.11.1.7, TecAlliance is obligated to make the CCU software available to the customer during the term of the contract.

2.15.1.2. TecAlliance shall make the executable software available to the Customer within eight (8) weeks of the conclusion of the contract and delivery of the Customer's data.

2.15.1.3. The software is made available to the customer for download.

2.15.1.4. The Customer is entitled to install the software at its facilities.

2.15.1.5. TecAlliance warrants that the software is free from third-party rights and, in particular, does not infringe any patents, copyrights, or other intellectual property rights of third parties.

2.15.2. Rights of Use

2.15.2.1. During the term of the contract, the customer is entitled to copy the software in whole or in part in written and/or machine-readable form in order to install and/or execute it.

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

2.15.3. Documentation, Training, and Support

2.15.3.1. Manuals and documentation for the software are provided exclusively for the Customer's own internal use.

2.15.3.2. TecAlliance is obligated to train the customer's employees on the use of the software. The training consists of two training days for up to ten (10) people at the TecAlliance Netherlands location.

2.15.3.3. TecAlliance provides support for the software during the following business hours: Monday through Friday, 8:00 a.m. to 4:30 p.m. (excluding Dutch holidays). Support can be reached by phone at +31 43 308 86 81 or viasupport.MST@tecalliance.net. Support is provided in English and Dutch.

2.15.4. Troubleshooting

2.15.4.1. TecAlliance is obligated to investigate software errors reported by the customer in text form if the following conditions are met: i. The error is reproducible; ii. The error occurs in the current version of the software and the customer has this version installed; iii. The customer provides TecAlliance with all information regarding the circumstances under which the error occurs; iv. No modifications have been made to the software by the customer or third parties, unless this was previously approved by TecAlliance.

After investigating the error, TecAlliance shall, at its sole discretion, (i) fix the error and/or (ii) offer a temporary fix if this is necessary for urgent reasons or if a fix is technically impossible or not economically feasible, and/or (iii) inform the customer why the reported error is not eligible for a fix or a temporary workaround.

2.15.4.2. TecAlliance will endeavor to cooperate with the Customer in resolving errors. However, repairs and/or additional maintenance time caused by the Customer's misuse or unauthorized use of the software shall be borne by the Customer. If necessary and possible, TecAlliance will provide the Customer with a cost estimate in advance.

2.16. TecDoc Data Wave

2.16.1. Scope of Service

2.16.1.1. TecAlliance provides an upload portal to which complete packages of TecDoc-formatted data (TAF) can be sent, which are published in the TecDoc distribution channels.

2.16.1.2. TecDoc Data Wave is provided as Software as a Service (SaaS). TecAlliance provides the customer with the necessary access credentials for uploading TecDoc data packages.

2.16.1.3. The hardware and software required by the customer to use TecDoc Data Wave must be provided by the customer. The customer must configure and install these themselves.

2.16.1.4. TecAlliance may modify TecDoc Data Wave and make it available to the customer as an upgrade. Upgrades that may affect the customer's implementation will be announced by TecAlliance in advance with reasonable notice. The customer is obligated to implement upgrades immediately upon receipt.

2.16.2. Rights of Use

2.16.2.1. The customer is obligated to upload defined data packages in TecDoc format containing current product information in accordance with the TecDoc standard.

2.16.2.2. The use of TecDoc Data Wave to transmit data for brands is only permitted in conjunction with and subject to the condition that a valid TecDoc data supplier agreement is in place and TecAlliance has granted access authorization or access credentials in accordance with the current terms and conditions.

2.16.2.3. The customer has the right to upload the data package for data validation prior to publication. The use of TecDoc Data Wave exclusively for data validation constitutes a breach of contract and entitles TecAlliance to terminate the TecDoc Data Wave contract for cause.

2.16.2.4. The service is based on the processing of valid TAF-formatted packages in accordance with the documentation provided to the customer. It is the customer's responsibility to ensure compliance with this standard. TecAlliance reserves the right to charge the customer for all costs associated with failed upload attempts due to non-compliant data uploaded by the customer.

2.16.3. Onboarding and Fees

2.16.3.1. The customer must pay fees for the services to be provided by TecAlliance. The fee consists of a one-time onboarding fee and a fee for each published data package. A second validation run is free of charge upon publication of a data package. A third and any subsequent validation runs without publication are considered an additional chargeable publication.

2.16.3.2. TecAlliance will provide the customer with a free TecDoc Data Wave test environment within ten (10) business days of the contract's conclusion. This applies until the transition to the production environment. TecAlliance assumes no liability for the operation of the test environment.

2.16.4. Maintenance and Troubleshooting

2.16.4.1. TecAlliance guarantees that the contractually agreed agreed quality of TecDoc Data Wave is maintained during the term of the contract.

2.16.4.2. The Customer is obligated to notify TecAlliance in writing of any defects in TecDoc Data Wave immediately upon their discovery.

2.16.4.3. TecAlliance is obligated to investigate the defects in TecDoc Data Wave reported by the customer in text form if the following conditions are met:

- i. The defect is reproducible;
- ii. The error occurs in the latest version of TecDoc Data Wave and the customer has implemented this version;
- iii. The customer provides TecAlliance with all information regarding the circumstances under which the error occurred.

2.16.4.4. TecAlliance will provide the customer with updates for TecDoc Data Wave as part of maintenance and development. The customer is obligated to implement the updates immediately upon receipt.

2.16.5. Documentation

The customer will receive user documentation. This is provided to the customer exclusively for internal use.

2.16.6. Support

2.16.6.1. All support services may be provided by TecAlliance or by a third party commissioned by TecAlliance via telephone or remote service. If the customer does not permit remote service, thereby necessitating on-site support, the customer shall bear the resulting costs and expenses. If specific problems require further measures, TecAlliance will offer a chargeable on-site service.

2.16.6.2. If specific issues require further measures, TecAlliance will provide on-site support for a fee. Support is available Mon–Fri, 8:00 a.m.–6:00 p.m. CET. No support is provided on the following days: January 1, December 25, December 26. An on-call service is available exclusively for highly critical cases via email on these days from 8:00 AM to 6:00 PM. On weekends and holidays, an on-call service is available exclusively for highly critical cases via email from Monday through Friday 6:00 PM – 8:00 PM and on Saturdays and Sundays from 10:00 AM – 6:00 PM.

Support is provided in English.

2.17. myITG

2.17.1. Scope of Services

2.17.1.1. TecAlliance provides the customer with access to the software via remote access over the Internet (Software-as-a-Service, SaaS).

2.17.1.2. The software is continuously developed and improved. As part of this development, individual functions may be modified or removed, provided that this does not jeopardize the customer's ability to achieve the purpose of the contract.

2.17.1.3. The data contained in the software either originates from other customers or is researched by TecAlliance with the due care required under the circumstances. The assessment of the accuracy, timeliness, and completeness of the data is the sole responsibility of the customer.

2.17.2. License Models

2.17.2.1. The software is offered in different versions, which vary in their range of functions.

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

2.17.2.3. Customers who do not meet the requirement specified in Section 2.17.2.2 may use only the paid versions (Plus & Pro) of the software.

2.17.3. Customer Obligations

2.17.3.1. An essential component of the software is the accuracy, timeliness, and completeness of the data it contains. The customer is therefore required to keep their data in the software up to date at all times and to work toward corrections as needed.

2.17.3.2. The customer warrants that they will only provide and publish data that does not violate legal regulations and/or the rights (including intellectual property rights) of third parties.

2.17.4. Transfer of Rights of Use

2.17.4.1. The customer is the owner of the data that they enter into and/or publish in the software.

2.17.4.2. The Customer grants TecAlliance and its affiliated companies as defined in Section 1.2.2 a non-exclusive, worldwide, transferable, and sublicensable right, limited to the term of this Agreement, to process, reproduce, distribute, and make publicly available the data that the Customer enters into and/or publishes in the Software. The right of use is limited to the functionalities of the Software.

2.17.5. Customer-Specific Modifications (COP)

Customer-specific modifications to the software (COP) are not part of this Agreement. TecAlliance will forward any such requests to a service provider. The agreement regarding the COP is concluded exclusively between the service provider and the Customer.

2.17.6. Support

2.17.6.1. Support is provided by TecAlliance or a third party commissioned by TecAlliance. It is divided into:

2.17.6.1.1. First-Level Support (telephone troubleshooting by a Customer Help Desk – CHD; consultation on technical questions regarding the application – operation, known errors) and

2.17.6.1.2. Second-Level Support (handling and diagnosis of problem reports from First-Level Support; resolution of the error and provision of a workaround or corrected version).

2.17.6.2. All support services (exception: training support) may be provided by TecAlliance or a third party commissioned by TecAlliance via telephone or remote service. If the customer does not permit remote service and on-site support is therefore necessary, the customer shall bear the resulting costs and expenses.

2.17.6.3. Should specific issues require further measures, TecAlliance will provide on-site support at the customer's expense.

2.17.6.4. Support availability is based on standard business hours (Mon–Fri, 9:00 a.m.–5:00 p.m. CET). No support is provided on public holidays in North Rhine-Westphalia.

2.17.6.5. Support is available in German and English.

2.17.7. Term and Termination

Notwithstanding Section 1.10.3, there is no minimum contract term for the free version (Basic) of the software. In this case, the notice period is seven (7) days to the end of the month.

2.18. Demand Dashboard

2.18.1. Scope of Services

2.18.1.1. TecAlliance provides the customer with access to the software via remote access over the Internet (Software-as-a-Service, SaaS).

2.18.1.2. The software is continuously developed and improved. As part of this development, individual features may be modified or removed, provided that this does not jeopardize the customer's ability to achieve the purpose of the contract.

2.18.1.3. The software may only be used by individuals to whom TecAlliance has assigned access authorization or login credentials in accordance with the contractual agreement. Access authorization is personal and may not be transferred to other individuals or used by other individuals

2.18.1.4. The reports generated using the software are intended exclusively for the customer's internal use. Disclosure to third parties and/or publication is prohibited. This does not apply to disclosure to service providers acting on behalf of the customer. The customer's responsibility for compliance with these contractual terms remains unaffected.

2.18.2. Obligations of the Customer

2.18.2.1. The customer shall fulfill all obligations necessary for the performance and execution of this contract in a timely, complete, and technically proper manner, in particular: reviewing the services offered with regard to their requirements; ensuring that TecAlliance's minimum requirements for the hardware and software used by the customer are met; observing TecAlliance's instructions for error prevention; protecting local IT systems from malware infection; Regularly backing up the data and content transmitted to TecAlliance.

2.18.2.2. If a third party asserts a legal violation based on 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 reasonable doubt regarding the legality of the data and/or content based on objective evidence. In this case, TecAlliance will request that the customer remedy the infringement within a reasonable period of time or prove the legality of the data and/or content. If the customer fails to comply with this request, TecAlliance is entitled, without prejudice to further rights and claims, to terminate the contract for good cause without notice. Any costs incurred by TecAlliance as a result of the aforementioned measures will be billed to the Customer. If the Customer is responsible for the legal violation, they shall compensate TecAlliance for any resulting damages and indemnify TecAlliance against any claims by third parties. Further rights are reserved.

2.18.2.3. The customer is obligated to keep the usage and access permissions assigned to them or the users, as well as other agreed-upon identification and authentication tools, confidential, to protect them from access by third parties, and not to disclose them to unauthorized third parties.

2.18.3. User Management

TecAlliance will create an admin user for the Customer in the software after the contract begins. Further management of users in accordance with the contract is the responsibility of the Customer.

2.18.4. Support

2.18.4.1. TecAlliance provides support for the software via email.

2.18.4.2. Support requests from the Customer must include the following information: Subject: Demand Dashboard + brief error description + Customer's company name; User details: First name, last name, email address; Detailed error description; Time the error occurred; Browser; Operating system; suitable screenshots, if possible.

2.18.4.3. Support requests containing the information described above will be accepted by TecAlliance exclusively at support.cgn@tecalliance.net.

2.18.4.4. A user guide containing instructions for using the software is available to the customer within the software itself.

2.19. TecDoc PMA

2.19.1. Scope of Services

2.19.1.1. TecAlliance provides the Customer with access to the software via remote access over the Internet (Software-as-a-Service, SaaS).

2.19.1.2. As part of the software's further development, individual functions may be modified or removed, provided that this does not jeopardize the achievement of the contractual purpose in favor of the customer.

2.19.1.3. The Software may only be used by persons to whom TecAlliance has assigned access authorization or access data in

accordance with the contractual agreement. The access authorization is personal and may not be transferred to other persons or used by other persons.

2.19.1.4. The Customer may only grant access authorization or access data to persons who are employed by the Customer or an affiliated company within the meaning of Section 15 of the German Stock Corporation Act (AktG). If the Customer engages an external service provider (1.6.5.), the service provider shall only receive access after notification in text form to TecDoc-PMA-notification@tecalliance.net; the provisions of 1.6.5. and 1.6.6. remain unaffected by this.

2.19.1.5. The reports generated using the software are intended exclusively for the Customer's internal use. Disclosure to third parties and/or publication is prohibited. This does not apply to disclosure to service providers acting on behalf of the Customer (1.6.5.). The Customer's responsibility for compliance with these contractual terms remains unaffected.

2.19.2. Obligations of the Customer

2.19.2.1. The Customer shall fulfill all obligations necessary for the performance and execution of this Agreement in a timely, complete, and technically proper manner, in particular: reviewing the services offered with respect to its requirements; ensuring that TecAlliance's minimum requirements for the hardware and software used by the Customer are met; observing TecAlliance's instructions for error prevention; protecting local IT systems from malware infection; Regularly backing up the data and content transmitted to TecAlliance.

2.19.2.2. If a third party asserts a legal violation based on 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 reasonable doubt regarding the legality of the data and/or content based on objective evidence. In this case, TecAlliance will request that the customer remedy the infringement within a reasonable period of time or prove the legality of the data and/or content. If the customer fails to comply with this request, TecAlliance is entitled, without prejudice to further rights and claims, to terminate the contract for good cause without notice. Any costs incurred by TecAlliance as a result of the aforementioned measures will be billed to the Customer. If the Customer is responsible for the legal violation, the Customer shall compensate TecAlliance for any resulting damages and indemnify TecAlliance against any claims by third parties. Further rights are reserved.

2.19.2.3. The customer is obligated to keep the usage and access permissions assigned to them or to users, as well as other agreed-upon identification and authentication tools, confidential, to protect them from access by third parties, and not to disclose them to unauthorized third parties.

2.19.2.4. The customer may use the software only in accordance with the contract and technical documentation. Automated access, bulk queries, or the automated bulk generation of reports are prohibited.

2.19.2.5. Access to the software is permitted exclusively via the TecAlliance user interface, unless a separately licensed interface has been agreed upon. TecAlliance may implement technical measures to prevent excessive report generation.

2.19.3. Support

2.19.3.1. TecAlliance provides support for the software via email or phone Monday through Friday from 8:00 a.m. to 6:00 p.m., excluding January 1, December 25, and December 26.

2.19.3.2. Customer support requests must include the following information: Subject: TecDoc PMA + brief error description + customer's company name; User details: First name, last name, email address; Detailed error description; Time the error occurred; Relevant screenshots; and, for support regarding individual reports, the report ID displayed in the system.

2.19.3.3. Support requests containing the information described above are accepted by TecAlliance exclusively at support.cgn@tecalliance.net. In urgent cases, TecAlliance provides telephone support at +49 221 6600 112.

2.19.3.4. The software itself provides customers with a user guide containing instructions on how to use the software.

2.19.4. Use of the TecDoc Catalogue Data Database

2.19.4.1. Use of the software is only possible in conjunction with the TecDoc Catalogue Data database. This database provides the data foundation for the software's functionality.

2.19.4.2. If the customer has already licensed the TecDoc Catalogue Data database, they are entitled to use the data acquired under the license within the software as well. The use of the TecDoc Catalogue Data database within the software must be reported to TecAlliance in text form and confirmed by TecAlliance in text form. Furthermore, any changes to the license regarding PMA must be reported separately to TecAlliance in text form. Updates to already licensed data that are made in TecDoc PMA will be billed separately.

2.19.4.3. If the customer has not licensed the TecDoc Catalogue Data database, the use of the desired TecDoc data within the software is co-licensed in accordance with the provisions of these Terms and Conditions. Separate fees apply for this, which are specified in the offer. Any further use of the TecDoc Catalogue Data database is not included.

2.19.5. Use of the Vehicles in Operation Database

2.19.5.1. Use of the software is only fully possible in connection with the offered parts of the Vehicles in Operation database.

2.19.5.2. If the customer has already licensed the Vehicles in Operation database, they are entitled to use the data acquired under the license within the software as well. The use of the Vehicles in Operation database within the software must simply be notified to TecAlliance in text form and confirmed by TecAlliance in text form. Furthermore, changes to the license regarding PMA must be reported separately to TecAlliance in text form. Updates to already licensed data that are made in TecDoc PMA will be billed separately.

2.19.5.3. If the customer has not licensed the Vehicles in Operation database, the use of the desired data within the software is licensed in accordance with the provisions of these Terms and Conditions. Separate fees apply for this, which are specified in the offer. Any further use of the Vehicles in Operation database is not included.

2.19.6. Use of the TecDoc Usage Data Database

2.19.6.1. Full use of the software is only possible in conjunction with a license for the TecDoc Usage Data database. This database provides the data foundation for the software's functionality.

2.19.6.2. If the customer has already licensed the Demand Dashboard, they are entitled to use the data acquired under the license within the software as well. This use must simply be notified to TecAlliance in writing and confirmed by TecAlliance in writing. No additional charges will apply.

2.19.6.3. If the customer has not licensed the Demand Dashboard, the use of the TecDoc Usage Data database within the software is licensed in accordance with the provisions of these Terms and Conditions. Separate fees apply for this, which are specified in the offer. Any further use of the TecDoc Usage Data database or the Demand Dashboard is not included.

2.20. Data Services

2.20.1. Scope of Services

2.20.1.1. The scope of services includes the processing and preparation of data provided by the customer, the conversion of this data into the applicable TecAlliance catalog data format, and, following approval by the customer, the publication and distribution of this data to data users in accordance with the provisions of the Data Supplier Agreement. The specific services to be provided by TecAlliance are set forth in the offer.

2.20.1.2. Data Services are provided exclusively to customers who have entered into a valid Data Supplier Agreement with TecAlliance.

2.20.1.3. In providing the services, TecAlliance relies exclusively on the information supplied by the customer and/or its service providers, such as product information, applications, cross-references, documents, etc. TecAlliance does not, as a matter of principle, utilize any other data sources.

2.20.1.4. TecAlliance transfers the customer's product data to the TecAlliance Product Data Classification System for classification and attribution. Generic products and/or attributes not present in the TecAlliance Product Data Classification System may need to be created in the TecAlliance reference data first. The affected product data can therefore generally only be processed at the next available date.

2.20.1.5. The customer's applications are managed exclusively on the basis of the TecAlliance vehicle master. Vehicles not present in the

TecAlliance vehicle master may need to be created in the TecAlliance reference data first. The affected applications can therefore generally only be processed at the next available date.

2.20.1.6. In providing the service, OE data and/or links are used that do not provide 100% coverage. In this respect, the customer acknowledges that missing OE numbers and/or links in the data preparation constitute a service provided in accordance with the contract.

2.20.1.7. The service owed under this contract extends exclusively to the target date specified in the offer and includes one (1) data preparation in accordance with the scope of services described in the offer and these General Terms and Conditions.

2.20.1.8. TecAlliance may engage one or more vicarious agents (subcontractors) to perform the services. The vicarious agent must possess the professional qualifications required for the performance of the services. TecAlliance is not obligated to disclose the use of vicarious agents to the customer.

2.20.2. Customer's Obligations to Cooperate

2.20.2.1. The customer shall designate in text form a project manager as the contact person and a representative to TecAlliance, who shall be available during normal business hours to answer inquiries and authorized to resolve disputed issues.

2.20.2.2. The customer must ensure that the delivery date specified in the offer is met. The customer's data must be received by TecAlliance by this date at the latest to enable timely processing.

2.20.2.3. Should the customer fail to meet the delivery deadline, TecAlliance will reschedule and notify the customer.

2.20.2.4. The data provided by the customer must comply with the requirements of these Terms and Conditions. If the data does not meet one or more of the requirements of these Terms and Conditions, TecAlliance will not be able to provide the services on time or will no longer be able to do so. In this case, TecAlliance will inform the customer of the deficiencies in the data delivery and their consequences (non-acceptance of the data, additional effort in providing the services) and discuss the next steps with the customer.

2.20.2.5. After processing by TecAlliance, the data will be transmitted to the customer for review and approval. The processed data shall be deemed approved unless the customer raises objections regarding the services provided in text form within three (3) days.

2.20.3. Requirements regarding the delivered data

2.20.3.1. TecAlliance can only process unambiguous and logical data records. Different spellings or contradictory or implausible information cannot be processed.

2.20.3.2. TecAlliance can only process images and graphics in BMP or JPG formats. Images must not exceed 600 x 400 px in size. Logos must not exceed 130 x 90 px in size.

2.20.3.3. PDF documents must be available in at least the following languages: German, English, Spanish, French, Italian, and Dutch.

2.20.3.4. Images, documents, and text modules must be assigned to the customer's part numbers and—where relevant—to the part-vehicle links.

2.20.3.5. File names must not exceed 30 characters in length and must not contain a period (.) as a character.

2.20.3.6. When providing information on dimensions and units, care must be taken to include the specification of the dimension/unit (e.g., length in mm, centering diameter in mm, external thread diameter in inches).

2.21. Trade Brands

2.21.1. Scope of Services

2.21.1.1. The scope of services comprises the processing and preparation of the data supplied by the customer, the conversion of this data into the applicable TecAlliance catalog data format, and its publication in a TecAlliance web service subscribed to by the customer following the customer's approval. The specific services to be provided by TecAlliance are set forth in the service description and the offer.

2.21.1.2. Services in the Trade Brands area are provided exclusively to customers who have concluded a valid contract with TecAlliance for TecDoc Catalogue White Label or TecDoc Catalogue Data Webservice.

2.21.1.3. In providing the services, TecAlliance relies exclusively on the information supplied by the customer and/or its service providers, such as product information, applications, cross-references,

documents, etc. TecAlliance does not, as a matter of principle, utilize any other data sources.

2.21.1.4. TecAlliance transfers the customer's product data to the TecAlliance Product Data Classification System for classification and attribution. Generic products and/or attributes not present in the TecAlliance Product Data Classification System may need to be created in the TecAlliance reference data first. The affected product data can therefore generally only be processed at the next available date.

2.21.1.5. The customer's applications are managed exclusively on the basis of the TecAlliance vehicle master. Vehicles not present in the TecAlliance vehicle master may need to be created in the TecAlliance reference data first. The affected applications can therefore generally only be processed at the next available date.

2.21.1.6. In providing the service, OE data and/or links may be used that do not provide 100% coverage. In this respect, the customer acknowledges that missing OE numbers and/or links in the data preparation constitute a service provided in accordance with the contract.

2.21.1.7. The service owed under this contract extends exclusively to the target date specified in the offer and includes one (1) data preparation in accordance with the described scope of services.

2.21.1.8. TecAlliance may engage one or more vicarious agents (subcontractors) in the provision of services. The vicarious agent must possess the professional qualifications required for the provision of services. TecAlliance is not obligated to disclose the use of vicarious agents to the customer.

2.21.2. Customer's Obligations to Cooperate

2.21.2.1. The customer shall designate in text form a project manager as the contact person for TecAlliance and a representative who is available during normal business hours to answer inquiries and is authorized to resolve disputed issues.

2.21.2.2. The customer must ensure that the delivery date specified in the offer is met. The customer's data must be received by TecAlliance by this date at the latest to enable timely processing.

2.21.2.3. Should the customer fail to meet the delivery deadline, TecAlliance will reschedule the deadline and notify the customer.

2.21.2.4. The data provided by the customer must comply with the requirements of these Terms and Conditions. If the data does not meet one or more of the requirements of these Terms and Conditions, TecAlliance will not be able to provide the services on time or will no longer be able to do so. In this case, TecAlliance will inform the customer of the deficiencies in the data delivery and their consequences (non-acceptance of the data, additional effort in providing the services) and discuss the next steps with the customer.

2.21.2.5. After processing by TecAlliance, the data is sent to the customer for review and approval. The processed data is deemed approved unless the customer raises objections regarding the services provided in text form within three (3) days.

2.21.3. Requirements regarding the data provided

2.21.3.1. TecAlliance can only process unique and logical data records. Different spellings or contradictory or implausible information cannot be processed.

2.21.3.2. TecAlliance can only process images and graphics in BMP or JPG formats. Images must not exceed 600 x 400 px in size. Logos must not exceed 130 x 90 px in size.

2.21.3.3. PDF documents must be available in at least the following languages: German, English, Spanish, French, Italian, and Dutch.

2.21.3.4. Images, documents, and text modules must be assigned to the customer's part numbers and—where relevant—to the part-vehicle links.

2.21.3.5. File names must not exceed 30 characters in length and must not contain a period (.) as a character.

2.21.3.6. When providing information on dimensions and units, care must be taken to include the specification of the dimension/unit (e.g., length in mm, centering diameter in mm, external thread diameter in inches).

2.22. Vehicle Identification Service (VRM)

2.22.1. Service Content

2.22.1.1. The Vehicle Identification Service (VRM) provides data that enables the identification of vehicles based on country-specific license plates. The service is provided as a Representational State Transfer

Application Programming Interface (REST API) and supports standardized responses in all supported countries. VRM helps users retrieve relevant vehicle data to support workflows in the identification of replacement parts, repairs, and maintenance work.

2.22.1.2. The fact that the data contained in VRM originates from third parties and is not verified by TecAlliance for accuracy, completeness, or timeliness constitutes an important basis of the agreement.

2.22.2. Scope of Use

Use of the service requires a valid license for TecDoc Catalogue Solutions 3.0 or the TecDoc Web Service (at least a reference data license).

2.22.3. Dependencies on third parties

2.22.3.1. Depending on the country, additional licenses from third-party providers may be required. TecAlliance will act as an intermediary to procure such licenses if necessary.

2.22.3.2. The customer acknowledges that the data provided may vary depending on the country and vehicle.

2.22.4. Customer Obligations

2.22.4.1. Any form of caching or storage of the data, whether temporary or permanent, in whole or in part, by any means whatsoever, is strictly prohibited.

2.22.4.2. The customer acknowledges that the use of the data may be subject to applicable national or international laws and regulations and that compliance with these legal requirements is the customer's sole responsibility. VRM information for certain countries is also provided via data packages, but this is a separate product.

3. TecRMI Special Terms and Conditions

3.1. Repair and Maintenance Data

3.1.1. Service Content

3.1.1.1. The data provided originates, as far as possible, from automotive manufacturers and importers. The information for individual countries may vary in terms of coverage of vehicle manufacturer brands. Data collected by TecAlliance itself is clearly marked in the database.

3.1.1.2. The data provided is made available in the agreed-upon languages.

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

3.1.1.4. The data, information, and systems have varying levels of completeness and are created, expanded, and maintained incrementally through updates, taking into account their respective market significance. The number of makes, models, and types, as well as information and documents, varies. The level of completeness is based on market needs and prioritized according to European registration figures. A precise number of available vehicle information entries is therefore not contractually agreed upon.

3.1.2. Scope of Use

3.1.2.1. The customer's right of use covers the modules, countries, and languages agreed upon in the offer.

3.1.2.2. Vehicles and activities are identified using the TecDoc standard. The customer confirms that they are authorized by TecAlliance to use the TecDoc Reference Data.

3.1.2.3. The customer's software products must be designed so that they display only the current data from the Web Service.

3.1.2.4. The removal of copyright notices from the database and the database contents is prohibited.

3.1.2.5. The customer is obligated to create individual identifiers for each end user to whom they grant access to the provided data and to transmit these identifiers to TecAlliance upon data use. If identifiers are missing from the data, these users will be considered, evaluated, and billed as separate users.

3.1.3. Obligations of the Customer

3.1.3.1. The customer is obligated to display the "TecRMI inside" logo provided by TecAlliance after the conclusion of the contract, in color or black and white, on the home page of the application or the medium in which the database is published. Modification of the logo is prohibited. Only the size of the logo may be altered while maintaining the aspect ratio, provided that the width does not fall below 100 pixels or 3 cm.

3.1.3.2. If the Customer engages third parties to integrate the data into its systems, the Customer is obligated to enter into an agreement with such third parties that ensures compliance with these Terms and Conditions.

3.1.4. Support

Technical inquiries regarding Repair and Maintenance Information are answered by TecAlliance Support during the following hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. CET, excluding public holidays in Baden-Württemberg and December 24 and December 31.

3.1.5. Liability

3.1.5.1. When compiling data, transferring know-how, and performing IT-related processes, incorrect information or results cannot be ruled out in every case, despite the utmost care and planning. The creation and delivery are therefore carried out to the best of our knowledge and subject to the accuracy of the source data, such as manufacturer information. TecAlliance therefore excludes any liability for incorrect information or results based on errors in the data and information provided to TecAlliance by third parties.

3.1.5.2. Liability for intent and gross negligence remains unaffected by this. Liability is generally limited to EUR 1,500 per individual case, to the extent permitted by law.

3.1.5.3. The customer undertakes to incorporate a corresponding, substantively identical disclaimer of liability into its product in which the data and information from TecAlliance are used. The end user must acknowledge the disclaimer of liability by accepting the relevant clauses in the product or in the general license and terms of use in contracts.

3.1.5.4. In the event of a claim for damages by the customer, the following provisions must be observed. If these provisions are not followed, TecAlliance GmbH will not pay any damages until the claimant

has provided full proof of the causal link between the damage and any possible misinformation, which the claimant must provide at their own expense.

3.1.6. Reporting the Incident

3.1.6.1. Any loss event that is based on incorrect information and could therefore lead to claims against TecAlliance GmbH must be reported to TecAlliance prior to repair.

3.1.6.2. This report must be submitted immediately, generally within twenty-four (24) hours of the occurrence of the damage, in text form or via email to support.wkh@tecalliance.net.

3.1.6.3. The damage report must include the following information: a description of the damage, including the cause of the damage, with clear photographic evidence of the damage; proof that the information causing the damage originated from TecAlliance (excerpt from the RMI information and, in particular, the correct information); A copy of the original workshop order form with the customer's signature or the invoice for the order during which the potential damage occurred; a copy of the purchase invoice for the part that caused the damage; a cost estimate regarding the settlement of the claim; vehicle information: make, model, type, engine power, VIN, date of first registration, engine number.

3.1.7. Further Procedure

3.1.7.1. The customer will receive a response regarding the next steps on the next business day after TecAlliance receives the complete report of the damage incident.

3.1.7.2. This response may include: Approval of the repair and confirmation of cost coverage by TecAlliance up to a certain amount, or the initiation of an investigation into the reported damage by TecAlliance itself or a third party commissioned by TecAlliance.

3.1.7.3. If an investigation of the damage incident conducted by TecAlliance concludes that the claim is valid, TecAlliance will bear not only the necessary repair costs but also all costs of the investigation, as well as any verifiable delay damages incurred by the customer as a result of the investigation. If, on the other hand, the investigation results do not confirm the claim, TecAlliance reserves the right to bill the customer who reported the damage and filed the claim for the costs associated with the investigation.

3.2. Expert Hotline

3.2.1. Scope of Service

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

3.2.1.2. The data sent to the customer and hotline users as part of the service provision is limited to the customer's company and the hotline users. The customer is prohibited from disclosing or selling the data in any way.

3.2.1.3. The customer receives a monthly hotline report providing an overview of the cases handled, including customer data and the nature of the problem.

3.2.2. Customer's Obligations to Cooperate

3.2.2.1. To prevent misuse or unauthorized use of the hotline at the customer's expense, the customer is obligated to electronically submit information regarding authorized users to TecAlliance on a monthly basis in a standardized format specified by TecAlliance.

3.2.2.2. Inquiries from users who have not been reported in accordance with Section 3.2.2.1 will not be answered by TecAlliance.

3.2.2.3. Changes made outside of the monthly update as specified in Section 3.2.2.1 will be billed separately by TecAlliance.

3.2.3. Liability

3.2.3.1. Due to the predominantly manual nature of the research and the answering of questions, transmission errors cannot be completely ruled out. The answering, preparation, and delivery of the researched information are therefore carried out to the best of our knowledge and subject to the accuracy of the source data, such as manufacturer information.

3.2.3.2. TecAlliance therefore excludes any liability for incorrect information or results based on errors in the data and information provided to TecAlliance by third parties. The burden of proof lies with the customer in all cases.

3.2.3.3. Liability for intent and gross negligence remains unaffected by this.

3.2.3.4. Liability is generally limited, to the extent permitted by law, to the value of the product or the respective data delivery.

3.3. Service Book

3.3.1. Conclusion of Contract

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

3.3.1.2. Filling out and submitting the electronic order form constitutes an offer by the customer to conclude a contract for the TecRMI Service Book service.

3.3.1.3. Upon receipt of the order by TecAlliance, the customer will receive an email confirming receipt of the order by TecAlliance and listing its details (order acknowledgment). This does not constitute acceptance of the customer's offer.

3.3.1.4. After TecAlliance has reviewed the order, the customer will receive another email confirming the customer's order (order confirmation). This constitutes acceptance of the customer's offer.

3.3.2. Scope of Services

3.3.2.1. The scope of services consists of the provision of the "TecRMI Service Book" service by TecAlliance in accordance with the offer, the service description, and the contractual provisions.

3.3.2.2. TecAlliance reserves the right to expand the TecRMI Service Book application with additional features.

3.3.2.3. TecAlliance reserves the right to adjust prices in the event of changes to the manufacturer's price list.

3.3.3. Entries in the electronic service booklet

3.3.3.1. As part of the "TecRMI Service Book" service, TecAlliance will enter workshop services performed by the customer into the vehicle manufacturers' electronic service book on behalf of the customer. TecAlliance reserves the right to remove individual manufacturers from the offering and/or add new manufacturers in the event of changes to the manufacturers' legal or technical framework conditions.

3.3.3.2. The entries are made by TecAlliance on behalf of and in the name of the customer.

3.3.3.3. TecAlliance is entitled to bill the customer for any costs incurred in connection with the use of the vehicle manufacturers' electronic service logs.

3.3.3.4. TecAlliance undertakes to process all maintenance entries within five (5) business days of receipt from the customer. The customer acknowledges that vehicle manufacturers may set deadlines by which service work must be entered into the manufacturer portals. In such cases, the customer is obligated to submit the maintenance entries to TecAlliance at least two (2) business days before the expiration of a deadline set by the vehicle manufacturer. Transactions for which the vehicle manufacturer has set a deadline will be prioritized by TecAlliance. TecAlliance will not cover any additional costs if the required information is not submitted by the customer in a timely and correct manner within the aforementioned deadlines.

3.3.3.5. Notwithstanding Section 3.3.3.4, all maintenance entries for Nissan vehicles must be completed and submitted no later than 4:30 p.m. on a Business Day; any maintenance entries submitted after that time shall be deemed received only on the following Business Day and shall be processed on that day, with that day being recorded as the repair date.

3.3.4. Querying Service Log Entries

3.3.4.1. TecAlliance also provides the customer with the ability to view all service log entries for a vehicle that are visible and recorded by the manufacturer.

3.3.4.2. Access to and provision of information retrieved via the "Service History" and "Service Entry" requests can only be granted if the customer has received a specific maintenance or repair order for the vehicle in question from the vehicle owner.

3.3.4.3. The customer is obligated to ensure that a corresponding and documented order from the vehicle owner is available for each request. In the event of violations of these obligations, TecAlliance reserves the right to block or deactivate the customer account without prior notice.

3.3.4.4. It is an essential basis of the contract that the services described can only be provided by TecAlliance if the vehicle manufacturer offers an electronic service booklet and permits an entry in the electronic service booklet, subsequent corrections, and its retrieval by a service provider.

3.3.4.5. TecAlliance is not responsible for delays or disruptions in the provision of the service that are beyond TecAlliance's control.

3.3.5. Obligations of the Customer

3.3.5.1. The customer authorizes TecAlliance to perform, on behalf of and in the name of the customer, all actions on the vehicle manufacturers' portals that are necessary in connection with the provision of the "TecRMI Service Book" service. This includes, in particular but not exclusively: creating a customer-specific email account, setting up and maintaining access credentials, making entries, corrections, and queries in the electronic service books, and communicating with the vehicle manufacturers.

3.3.5.2. If, while creating manufacturer access credentials, TecAlliance determines that the customer already has access to a portal, the customer is obligated to set up a corresponding user account for TecAlliance.

3.3.5.3. For each service performed and to be processed by TecAlliance in accordance with this contract, the customer shall provide TecAlliance with the following data in electronic form:

Vehicle data: VIN, HSN/TSN, mileage, date of first registration

Service data: Time of service, work performed, parts installed.

Vehicle manufacturer-specific data: as required by the vehicle manufacturers

The data must be transmitted to TecAlliance at least two (2) business days before the expiration of any entry deadline defined by the vehicle manufacturer.

3.3.5.4. Information to be optionally recorded in the vehicle manufacturer's digital service booklet is not part of this contract.

3.3.5.5. The data provided by the customer will be processed by TecAlliance exactly as it was submitted. The customer is solely responsible for the accuracy of the data. Any liability on the part of TecAlliance is hereby excluded.

3.3.5.6. The customer is obligated, following registration, to download the vehicle manufacturer's original report from the DSB portal and verify the accuracy of its content. Any errors must be reported immediately. TecAlliance shall not be liable for errors reported late.

3.3.5.7. In the event of termination of the contract, TecAlliance shall provide the customer, free of charge, with all access data created in the customer's account for the vehicle manufacturers' electronic service logs. The customer is obligated to transfer these access credentials to themselves or a third party within 8 weeks of contract termination.

3.3.5.8. If the customer fails to fulfill the obligations set forth in this Section in a timely manner or in full, TecAlliance shall not be bound by the agreed-upon service levels. In such a case, TecAlliance is entitled to bill the customer separately for any additional expenses incurred.

3.3.6. Terms of Payment

3.3.6.1. Use of the "TecRMI Service Book" service is subject to the condition that the customer issues TecAlliance a valid SEPA direct debit mandate and maintains it throughout the term of the contract. No other payment methods are offered.

3.3.6.2. Billing for the services used takes place at the end of each month.

3.3.6.3. The customer is obligated to ensure sufficient funds are available in the billing account. If the debit is made from a third party's account, the customer shall immediately inform the third-party account holder of the date and amount of the announced debit. If the direct debit is not honored, TecAlliance is entitled to claim the costs of non-payment (return debit fees) to the extent that the customer is responsible for this. The customer is free to prove that no damage occurred or that the damage did not amount to the claimed amount.

3.4. Document Scanner

3.4.1. Service Description

The TecRMI Document Scanner processes image files of documents, recognizes information from predefined fields, and extracts the content into a format suitable for further processing.

3.4.2. Scope of Use

3.4.2.1. The TecRMI Document Scanner is provided as an API and can be integrated into downstream systems. The application requires a camera or, alternatively, an image of the content to be analyzed. Data analysis is performed exclusively based on the transmitted files.

3.4.2.2. The technical vehicle data extracted from the scanned files is permanently stored within the system; the vehicle owner's personal

data, in a structured format, is deleted daily. The uploaded image files are deleted monthly. Within that month, the images may be reused to train the data extraction model (exclusively to improve extraction quality).

3.5. Verified Repairs

3.5.1. Scope of Services

The "Verified Repairs" platform includes validated maintenance use cases designed to recommend possible solutions for specific fault symptoms and diagnostic trouble codes. The solution includes a module titled "Analytics" that uses a probabilistic engine to assess the likelihood of faults recurring, identify affected components, and determine appropriate actions, thereby suggesting the most likely corrective measures.

3.5.2. Scope of Use

Verified Repairs is part of the TecRMI online application and can be licensed as an add-on to a TecRMI license or as a standalone license.

3.5.3. Contract Term and Termination

Notwithstanding the provisions in Section 1.10.3 of these Terms and Conditions, the minimum contract term is three (3) years and the notice period is six (6) months.

3.5.4. Liability

The Customer acknowledges that the content of the platform is based on maintenance use cases that may differ from its own. Therefore, TecAlliance cannot guarantee the accuracy, completeness, reliability, or suitability of the data solution selected by the Customer for its specific use case, nor can it ensure that the information provided on the platform meets the Customer's business requirements. TecAlliance is therefore exempt from any liability arising from incorrect information or distorted results based on inaccurate data and information provided to TecAlliance by third parties.

4. TecCom Special Terms and Conditions

4.1. Brand Partner License

4.1.1. Scope of Services

4.1.1.1. Upon conclusion of the contract, the customer acquires the right, as a manufacturer of products for the independent automotive aftermarket, to sell its products on TecCom. The use of the TecCom modules and the utilization of services are subject to separate contractual terms and conditions.

4.1.1.2. TecAlliance provides the customer with suitable base software and documentation to connect their ERP systems to TecCom and enable communication between the customer and their customers.

4.1.1.3. The Customer is entitled to communicate its participation in TecCom by using a logo provided by TecAlliance.

4.1.1.4. The Customer is entitled to participate in working groups established by TecAlliance for the further development of TecCom.

4.1.1.5. Unless otherwise agreed, the foregoing provisions also apply to companies affiliated with the customer pursuant to Sections 15 et seq. of the German Stock Corporation Act (AktG).

4.1.2. Obligations of the Customer

4.1.2.1. The Customer shall designate in text form a qualified contact person and a representative to TecAlliance who are available to answer questions during normal business hours and are authorized to resolve disputed matters.

4.1.2.2. The Customer is obligated to review the data provided by the Customer or its customers with due care to ensure its accuracy, timeliness, and completeness. TecAlliance assumes no liability in this regard.

4.1.3. Fees

4.1.3.1. The fees payable by the Customer are set forth in the offer and consist of an initial fee and an annual fee. They depend on the Customer's relevant revenue figures as specified in the following Sections.

4.1.3.2. The basis for calculating the fees is the customer's consolidated revenue generated in the independent automotive aftermarket during the fiscal year preceding the invoice date.

4.1.3.3. The annual fee is adjusted annually to the relevant revenue figures as defined in the preceding Section. The customer is obligated to report the relevant revenue figures to TecAlliance in text form by January 10 at the latest.

4.1.4. Data Exchange

The Customer agrees that the company data entered by them into TecCom may be made available to other licensed TecCom participants.

4.1.5. Contract Term

Notwithstanding Section 1.10.3, the minimum contract term is three (3) years.

4.2. Connect 5

4.2.1. Scope of Services

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

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

4.2.1.3. The hardware and software required to operate the software must be provided by the customer. The customer must configure and install the software independently.

4.2.2. Rights of Use

4.2.2.1. During the term of the agreement, the customer is entitled to copy the software in whole or in part in written and/or machine-readable form in order to install and/or run it.

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

4.3. Order Module

4.3.1. Scope of Services

4.3.1.1. TecAlliance provides the Customer with access to the software via remote access over the Internet (Software-as-a-Service, SaaS).

4.3.1.2. The software is continuously developed and improved. As part of this development, individual functions may be modified or removed, provided that this does not jeopardize the Customer's ability to achieve the purpose of the contract.

4.3.1.3. Inquiries to suppliers regarding the price and/or availability of items may be made via availability requests. These availability requests may only be used in processes where they are part of an interaction between the user and a system. For regular automated availability inquiries covering all (product range) items for the purpose of building a proprietary item/inventory database, the 4.x "Price Server" product must be used instead.

4.3.2. Obligations of Use

4.3.2.1. If orders are placed via email, the customer must ensure that the order is sent via a Message Authentication, Reporting, and Conformance (DMARC)-secured domain. TecAlliance further excludes any liability for unidentified orders. The burden of proof lies with the customer.

4.3.2.2. If the ratio of orders to inquiries via the TecAlliance platform pursuant to Section 4.3.1.3 is less than 10%, this constitutes an indicator of unauthorized use of the availability inquiries pursuant to Section 4.3.1.3.

4.4. Order Module Packages

4.4.1. Through the Order Module interface, users can order various packages that expand the module's functionality. Details regarding the respective scope of functionality are set forth in the service descriptions provided there. The price and term of the respective package are displayed to the user prior to completing the order.

4.4.2. Each order placed by a user constitutes an offer by the customer to TecAlliance to conclude a contract for the ordered package.

4.4.3. Upon receipt of the order by TecAlliance, the user and the billing recipient will receive an email confirming receipt of the order by TecAlliance and listing its details (order confirmation).

4.4.4. The order confirmation constitutes acceptance of the customer's offer.

4.4.5. For a first-time order of a package, TecAlliance grants the customer a free 14-day trial period.

4.4.6. During the trial period, the customer may cancel the package at any time without providing a reason.

4.4.7. Notwithstanding Section 1.10.3, the minimum contract term is one (1) year.

4.5. Transaction Fees and Third-Party Providers (GB, IE, FR)

4.5.1. For the use of the Order Module, the Customer (Manufacturer) pays transaction fees to TecAlliance.

4.5.2. If the Customer (Buyer) uses the Order Module to display the availability of products to third parties (online store, etc.), the Customer (Buyer) shall pay the transaction fees to TecAlliance.

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

4.5.4. Transactions on predefined test organizations are not counted and are not subject to fees. The use of test organizations for production purposes is prohibited.

4.5.5. If the Buyer and/or the Manufacturer has its registered office or a branch in the United Kingdom (GB), Ireland (IE) and/or France or the French overseas territories, the Manufacturer and/or Buyer is obligated to conclude separate agreements for the relevant territories with the exclusive TecCom distributors PACT (GB, IE) or GOLDA (France, French overseas territories). This service is not part of the agreement with TecAlliance and is therefore expressly neither provided nor invoiced by TecAlliance.

4.6. ERP Module (SAP/Dynamics 365)

4.6.1. The scope of services includes the development of an integration between the Customer's ERP system (SAP/Dynamics 365) and TecCom.

4.6.2. TecAlliance grants the customer a non-exclusive right of use to the object code and source code of the integration, limited to the term of the contract and the scope of the project.

4.6.3. In the event of termination of the contract—for whatever reason—use of the object code and source code must be discontinued, and all copies held by the customer must be deleted.

4.7. e-Invoicing Module

4.7.1. The customer is responsible for the accuracy, completeness, and legal compliance of the content of the data and invoice files provided.

4.7.2. TecAlliance is not obligated to verify the accuracy of the content or legal compliance of the data and invoice files provided. The same applies to the correspondence between the provided structured data records and invoice files.

4.7.3. The Customer authorizes TecAlliance, with exemption from § 181 BGB, to receive invoices on its behalf, verify signatures, create corresponding audit logs, and to grant sub-authorizations for this purpose.

4.7.4. The parties agree to treat the invoice files as original invoices.

4.7.5. E-Invoicing Transaction Fees

4.7.5.1. A transaction, as defined by TecCom, is the electronic transmission of a single document via TecCom e-Invoicing.

4.7.5.2. An individual invoice, as defined by TecCom, is an invoice document that contains either at most one purchase order reference and multiple delivery references, or at most one delivery reference and multiple purchase order references.

4.7.5.3. According to the TecCom definition, collective invoices are invoice documents with multiple order references and multiple delivery references simultaneously.

4.7.5.4. All transactions within the scope of e-Invoicing are subject to fees in accordance with the provisions of this Section. Transactions are billed individually, regardless of the selected data format. For transactions involving collective invoices, the number of equivalent individual invoices as defined by TecCom is automatically determined by TecCom e-Invoicing and billed accordingly. Transactions carried out on predefined test organizations are exempt from fees and are not included in the calculation of transaction fees.

4.7.6. Prohibition on the Use of Test Organizations for Production Purposes

The use of test organizations for production purposes is prohibited and may result in the immediate suspension of the e-Invoicing account.

4.7.7. Third-Party Providers and Additional License Fees

Section 4.5.5 applies accordingly to the TecCom e-Invoicing product.

4.8. Implementation Services

4.8.1. Scope of Services

4.8.1.1. The scope of services consists of the provision of consulting and implementation services in the TecCom area.

4.8.1.2. The services under this Section are provided in English or German.

4.8.2. Customer's Obligations to Cooperate

The customer is obligated to provide TecAlliance with functional, high-performance, state-of-the-art access (direct access) to the TecAlliance server. Access authorization is regulated by TecAlliance in consultation with the Customer. To this end, the Customer shall designate in text form an English- or German-speaking project manager as the contact person and a representative who are available to answer inquiries during normal business hours and are authorized to resolve disputed issues.

4.8.3. Liability

Notwithstanding Section 1.18, TecAlliance's liability for data loss in connection with the services provided under this Section is limited to the typical restoration costs that would have been incurred had the customer regularly created backup copies in accordance with the applicable risk.

4.8.4. Service Quotas

Services within the meaning of this Section may be offered as service quotas. Notwithstanding Section 1.16., invoicing shall occur monthly in accordance with the individual services utilized.

4.9. Market Share Analysis

4.9.1. Scope of Services

TecAlliance provides the Customer with a service that enables the Customer to measure its position as a supplier on the TecCom Trading Platform in specific countries and regions. This is determined by analyzing anonymized actual order data from TecCom, thereby providing the Customer with insights into its market share for various product groups.

4.9.2. Authorization

The service is available exclusively to TecCom users. Access credentials may not be disclosed to third parties.

4.9.3. Data Protection

TecCom guarantees the anonymity of the data and undertakes to comply with data protection regulations in accordance with applicable law.

4.9.4. Data Delivery

Data is delivered at various intervals that can be selected by the user. The data can be downloaded via an SFTIP server as a CSV file, Excel spreadsheet, or Power BI report, or is made available via email.

4.9.5. Fees

The customer undertakes to pay the contractor the corresponding fees in accordance with the agreed pricing model.

4.9.6. Disclaimer

TecAlliance assumes no liability for the accuracy and completeness of the data provided. Use of the service is at the user's own risk.

4.10 TecCom Returns

4.10.1. Definitions

4.10.1.1. **Claims:** refers to the creation, submission, processing, and management of warranty claims and logistics returns.

4.10.1.2. **Claim Recipient:** refers to any legal entity that receives claims via TecCom Returns.

4.10.1.3. **Claim Sender:** refers to any legal entity that submits claims via TecCom Returns.

4.10.1.4. **User:** refers to any legal entity authorized to access TecCom Returns on behalf of the Claim Recipient or Claim Sender.

4.10.2. Scope of Services

4.10.2.1. TecAlliance provides the TecCom Returns module, a cloud-based solution for claims between the Claim Recipient and Claim Sender.

4.10.2.2. TecCom Returns supports the processing of warranty claims related to quality issues, including optional details on labor costs, as well as logistical returns not related to product quality. TecAlliance acts exclusively as a technical intermediary for the information exchanged between the Claim Sender and the Claim Recipient.

4.10.3. Terms of Use

4.10.3.1. Users are responsible for integrating their own user accounts and must ensure that all account holders accept these Terms and Conditions and the system requirements.

4.10.3.2. The Claim Sender may use TecCom Returns solely for the submission and processing of claims and must ensure that all information, documents, and supporting evidence submitted in connection with claims are accurate, complete, and up-to-date.

4.10.3.3. In particular, the Claim Sender may not: (i) use the system for purposes other than those intended, such as for mass evaluations or unagreed-upon processes; (ii) upload or transmit data that is not related to a claim; (iii) infringe upon the rights of third parties; (iv) upload impermissible, harmful, or security-threatening content; and (v) use the system in a manner that compromises security, integrity, or availability.

4.10.4. Exclusions

4.10.4.1. TecAlliance assumes no liability for the content, factual assessment, or decisions regarding the outcome of claims made between users.

4.10.4.2. TecAlliance is not responsible for the shipment, inspection, acceptance, or physical handling of returned parts. All commercial consequences, such as credit notes, refunds, or product replacements, must be settled exclusively between the users.

4.10.5. Third-Party Providers and Additional License Fees

Section 4.5.5 shall apply mutatis mutandis to the TecCom Returns product.

4.11 Managed Data (CMD)

4.11.1. Definitions

4.11.1.1. **Supplier:** means any legal entity that provides item, price, or availability data via Managed Data (CMD).

4.11.1.2. **Buyer:** means any legal entity that receives such data.

4.11.1.3. **User:** means any person authorized to access Managed Data (CMD) on behalf of the Supplier or Buyer.

4.11.2. Scope of Services

4.11.2.1. TecAlliance provides Managed Data (CMD) as a cloud-based data management service that enables Users to upload, validate, transfer, and manage data using standardized templates and automated processes.

4.11.2.2. TecAlliance may update, modify, or further develop Managed Data (CMD) at any time, provided that such changes do not significantly restrict its core functionality.

4.11.3. Obligations of Use

4.11.3.1. The user agrees to provide TecAlliance with the contact information of their designated project team and a project manager responsible for managing the use of the service.

4.11.3.2. The User must ensure that all access credentials are kept secure. Any unauthorized access must be reported to TecAlliance immediately.

4.11.3.3. Buyers are responsible for verifying and evaluating the data before using it for commercial or operational purposes and for integrating it into their own systems in accordance with applicable laws and internal controls.

4.11.3.4. It is prohibited to reverse engineer, copy, or misuse the Platform, to inject malicious code, or to use the Platform for unlawful purposes or for competitive intelligence.

4.11.4. Ownership Rights to Data and Licensing

4.11.4.1. Suppliers retain all ownership rights to the data transmitted via the Service.

4.11.4.2. By transmitting data, suppliers grant TecAlliance a non-exclusive, worldwide, royalty-free license to process, validate, store, convert, and transmit the data solely for the purpose of providing the Service to suppliers, buyers, and other authorized parties.

4.11.4.3. Buyers receive a limited, non-exclusive license to use the data received via the Service exclusively for internal business processes. Disclosure or sharing with third parties is prohibited unless expressly permitted by the Supplier or required by law.

4.11.5. Disclaimer

TecAlliance assumes no liability for the accuracy and completeness of the data provided. Use of the Service is at the user's own risk.

4.11.6. Third-Party Providers and Additional License Fees

Section 4.5.5 shall apply mutatis mutandis to the Managed Data product.

4.12 Availability and Maintenance Windows for TecCom

4.12.1. Availability

TecAlliance provides the TecCom service with an average annual system availability of at least ninety-nine (99) per cent. Planned maintenance windows (Section 4.12.2) and interruptions pursuant to Section 4.12.3 are excluded from the calculation of availability.

4.12.2. Maintenance Windows

TecAlliance is entitled to temporarily restrict or interrupt the operation of TecCom for scheduled maintenance measures, in particular for changes, updates, and system migrations. TecAlliance shall announce planned maintenance windows to customers at least seventy-two (72) hours in advance and, where possible, schedule them during periods of low usage.

4.12.3. Unplanned Interruptions

TecAlliance is entitled to restrict or interrupt access to TecCom without prior notice if and to the extent this is necessary to prevent or contain an acute security incident, in particular a ransomware attack, a DDoS attack, or any other unforeseeable technical emergency. TecAlliance shall inform customers of unplanned interruptions without undue delay, to the extent this is possible and reasonable under the circumstances.

4.12.4. Exclusion of Liability

4.12.4.1. Claims of the Customer arising from a restriction of access to TecCom pursuant to this Section 4.12 are excluded.

4.12.4.2. The limitations of liability in Section 4.12.4.1 do not apply to damages resulting from a grossly negligent or intentional breach of duty by TecAlliance, or to injury to the Customer's life, body, or health attributable to TecAlliance. The same applies to claims of the Customer under the German Product Liability Act or to the extent of a guarantee expressly assumed by TecAlliance. In all other respects, the provisions of Section 1.18 apply.

5. Terms and Conditions TecFleet

5.1. SMART (TecCOO)

5.1.1. Scope of Services

5.1.1.1. TecAlliance provides the customer with access to the software via remote access over the Internet (Software-as-a-Service, SaaS). Access to the software is provided via a web portal or a web service.

5.1.1.2. Details regarding the software provided are set forth in the service description and the offer.

5.1.2. Usage Rights

5.1.2.1. The right of use extends to the market area of the countries selected in the offer.

5.1.2.2. Data must always be retrieved via the web service provided by TecAlliance. The temporary storage of data or information by the customer and the associated multiple use of the data is expressly prohibited.

5.1.2.3. Any use or further use that goes beyond the contractual use requires separate consent.

5.1.2.4. The customer must ensure that unauthorized third parties as well as persons who have left the company cannot gain access to the data and information.

5.1.3. Claims for Defects, Liability

5.1.3.1. TecAlliance shall remedy defects in the data content and the provided functions within a reasonable period of time following a written description of the defect by the customer. If this is not possible, the customer may demand a pro-rata reduction in price, excluding any further rights. In the event of repeated significant defects, the customer may also terminate the contract for cause. A claim for defects is excluded if it is based on circumstances for which the customer is responsible.

5.1.3.2. In the creation of data, transfer of know-how, and IT processes, incorrect information or results cannot be ruled out in every case, despite the utmost care and planning. Creation and delivery are therefore carried out to the best of our knowledge and subject to the accuracy of the source data, such as manufacturer information. TecAlliance therefore excludes any liability based on incorrect information or results resulting from errors in the data and information provided to TecAlliance by third parties. Liability for intent and gross negligence remains unaffected by this.

5.1.3.3. Furthermore, TecAlliance is liable for simple negligence only to the extent that a duty is breached whose fulfillment is of particular importance for achieving the purpose of the contract ("cardinal duty"). For simple negligence, TecAlliance's liability is limited to the amount of damage typically foreseeable under the contract and to the purchase price of the license (annual license). In cases of initial impossibility, TecAlliance shall be liable only if it was aware of the obstacle to performance or remained unaware of it as a result of gross negligence. The foregoing limitations of liability shall not apply to claims under the Product Liability Act or to damages resulting from injury to life, limb, or health.

5.1.3.4. TecAlliance assumes no liability for system compatibility on the customer's end. The customer is solely responsible for verifying, prior to entering into the contract, the usability of the data made available via the delivered database files and the .NET assembly for accessing the databases. By entering into the contract, the customer confirms that they have conducted such a verification. Any adjustments to the format or the online services are not part of this agreement and must be commissioned separately by the customer. A lack of or limited usability (e.g., due to insufficient system compatibility) or delayed integration or incorporation of the provided data into the customer's application does not release the customer from the obligations under this contract.

5.1.4. Contract Term, Termination

5.1.4.1. Notwithstanding Section 1.10.3, the minimum contract term is three (3) years.

5.1.4.2. Notwithstanding Section 1.10.3, the notice period is six (6) months.

5.1.5. Advertising, Brand Use, Copyright

5.1.5.1. The contracting parties are permitted to use the other party's trademarks and product names for advertising purposes. For this purpose, the customer must provide TecAlliance with its company logo

as a color vector graphic no later than two (2) weeks after the conclusion of the contract.

5.1.5.2. The Customer is obligated to mark data originating from TecAlliance in its application with the TecAlliance logo and the claim "TecAlliance inside." In doing so, the respective CI concept must be taken into account, and the publication of trademarks and their symbols must be carried out by mutual agreement. However, any intended use must be notified to the contractual partner in a timely manner. It is not necessary to obtain separate consent for such use.

5.2. QUICK (TecAudit)

5.2.1. Scope of Services

5.2.1.1. TecAlliance provides the customer with the web-based comparison system QUICK via remote access over the Internet as Software-as-a-Service.

5.2.1.2. Details regarding the software provided are set forth in the service description and the offer.

5.2.2. Customer's Obligations

5.2.2.1. The customer shall assist TecAlliance in obtaining the necessary country-specific data and prices from the manufacturer or importer. Where available, TecAlliance shall receive so-called pre-launch data and information in order to integrate this into the TecAlliance solution as early as possible, ideally before the product's market launch.

5.2.2.2. All technical discussions and the documentation of definitions shall be conducted and recorded in English.

5.2.2.3. The Licensee is responsible for training the service partners, their acquisition, and the hotline.

5.2.3. Rights of Use

5.2.3.1. The customer is granted the non-exclusive right, limited to the term of the contract, to use the software to achieve the objectives specified in the contract. The license is granted for the following areas of use: viewing and using the system, viewing and printing claims, setting up rules, and basic configuration.

5.2.3.2. Any reproduction, distribution, or public communication of the online database or a part thereof that is essential to its scope or extent requires the prior consent of TecAlliance if it goes beyond the scope of the contract. The reproduction, distribution, or public communication of a part of the database that is essential to the scope or extent is equivalent to the repeated and systematic reproduction, distribution, or public communication of parts of the database that are not essential to the scope or extent, insofar as these actions run counter to the normal use of the database or impair the interests of TecAlliance. In particular, the Customer is not authorized to use the database to create its own database in electronic or any other form. The parties agree that TecAlliance shall provide the Customer and the Service Partners with an interface within the scope of the software, which the Customer and Service Partners may use to collect, store, reproduce, distribute, and publicly reproduce data required for their own billing systems. In this regard, the Customer is responsible for any necessary adjustments to the interfaces.

5.2.3.3. TecAlliance and the Customer agree that TecAlliance's copyright claims remain unaffected if the TecAlliance contract solution is delivered under the Customer's brand name (labeling). Upon termination of the contract, the Customer may not permit, organize, or develop any further use of the TecAlliance contract solution. To the extent that the Customer acts solely as a system supplier in such cases, the Customer shall not acquire any ownership rights to the database, the data, or any other results obtained through an analysis of the database. Reports and individual analyses of the vehicle fleet may be used by the Customer even after termination of the contract, provided that the system does not require any further IT processing.

5.2.4. Copyright/Confidentiality

5.2.4.1. The software is the sole property of TecAlliance. The software used is protected by copyright in accordance with the provisions governing the protection of computer programs. Copyright protection extends in particular to the program code, the textual and graphical documentation, the appearance, the structure and organization of the program files, the program names, logos, and other representations found in the software.

5.2.4.2. TecAlliance warrants that the software used, including the data package and the program library, is free from third-party rights or that the necessary sublicenses or authorizations have been obtained. If third

parties assert such rights, TecAlliance will do everything in its power to defend the application against the asserted third-party rights at its own expense. The Customer shall immediately notify TecAlliance in writing of any assertion of such rights by third parties and grant TecAlliance all powers of attorney and authority necessary to defend the application against the asserted third-party rights.

5.2.4.3. The customer is obligated to use the delivered data and the associated TecAlliance-related know-how exclusively for the purpose of achieving the objectives set forth in the contract. Any full or partial disclosure of data and know-how that goes beyond the scope of the contract requires the prior written consent of TecAlliance. Any form of full or partial resale, labeling, creation of new software, marketing under another name, or sale of data and systems that goes beyond the scope of the contract requires the prior written approval of TecAlliance.

5.2.4.4. Both parties must agree on details regarding the source or publishers prior to publication. In principle, however, the contracting parties are entitled to use the other party's trademarks and product names. In doing so, the respective corporate identity (CI) concept must be taken into account, and the trademarks and their logos may only be published following consultation between both parties.

5.2.4.5. TecAlliance ensures that all data and information it receives from the customer (in particular data from the customer's Fleet Management (FPM) clients) is treated confidentially, not disclosed to unauthorized third parties, and handled in accordance with the provisions of applicable data protection law. Furthermore, TecAlliance guarantees the security and confidentiality of this data both outside and within the system, particularly with regard to users who do not have access rights to the customer's data.

5.2.5. Liability and Warranty

5.2.5.1. Even though the utmost care is exercised during data collection and generation, during the transfer of know-how, and in IT-related processes, it is not possible to completely avoid incorrect information. The process of creating a product delivery from TecAlliance is carried out with the best possible assurance of the accuracy of the source data, i.e., the OE information. TecAlliance therefore excludes any liability based on incorrect data and information provided to TecAlliance by third parties. Liability for intent and gross negligence is not affected by this clause. Liability is in any case limited to the statutory provisions and to the value of the respective goods, services, and data delivery. If TecAlliance engages subcontractors to fulfill its contractual obligations, it shall be liable as if its own employees were involved.

5.2.5.2. TecAlliance excludes any liability for the interoperability of the systems. The customer undertakes to verify the usability of the data delivered by TecAlliance via web services within its product and system environment prior to the conclusion of the contract. By accepting the contract, the customer confirms that this process has been successfully completed. Any adjustments to formats or online services are not covered by this contract and must be commissioned separately by the customer. The unavailability, limited usability (e.g., due to system deficiencies on the customer's part), or delayed integration of provided data and information into the customer's application does not release the customer from its obligations described in this contract.

5.2.5.3. The statute of limitations for claims for damages against TecAlliance is one year from the start of the statutory limitation period.

5.2.5.4. Warranty or damage claims must be reported to TecAlliance in text form within 14 days of becoming aware of the basis for the respective claim.

5.2.5.5. If the Customer violates the foregoing obligation, the further assertion of warranty or damage claims is excluded.