



TERMS AND CONDITIONS OF DEUTSCHE AUTOMOBIL TREUHAND GMBH

Version: 01.10.2025

These Terms and Conditions shall not apply:

- a) to on-premise and offline products, excluding studies of residual value;
- b) in respect of consumers within the meaning of section 13 of the German Civil Code (*Bürgerliches Gesetzbuch*, 'BGB').

A. STANDARD TERMS AND CONDITIONS

1 SCOPE, PRECEDENCE

1.1 The present Terms and Conditions of Deutsche Automobil Treuhand GmbH ('**DAT**'), Hellmuth-Hirth-Straße 1, 73760 Ostfildern, registered at Stuttgart local court under the number HRB 214549, VAT identification number DE 147826142, shall apply to business relationships with business undertakings within the meaning of BGB section 14 ('**CUSTOMER**' or '**CUSTOMERS**'). A '**business undertaking**' shall be any natural person, legal entity or incorporated partnership which at the time of concluding a contract with DAT acts in the capacity of its commercial activities or professional self-employment.

1.2 These Terms and Conditions incorporate the following components:

- a) **A. Standard Terms and Conditions** ('**Standard Terms and Conditions**'), which shall apply to all contractual relationships between DAT and the CUSTOMER;
- b) **B. Special Terms and Conditions for the respective service** ('**Special Terms and Conditions**'):
 - aa) **I) Special Terms and Conditions for the paid online provision of SilverDAT Product Family Software based on Software as a Service or a Web Application** ('**SOFTWARE**')
 - bb) **II) Special Terms and Conditions for Developer Access for DAT Interfaces**
 - cc) **III) Special Terms and Conditions for Studies of Residual Value**
 - dd) **IV) Special Terms and Conditions for use of the Platform RepairPedia** ('**RepairPedia Platform**' or '**RepairPedia**')



c) C. Platform Terms of Service ('Terms of Service')

- 1.3** These Standard Terms and Conditions and the Special Terms and Conditions shall apply to all contracts between DAT and the CUSTOMER (collectively '**Parties**') for paid contractual performance ('**Contract**'), with the Special Terms and Conditions under 1.2b) only applying insofar as the CUSTOMER uses the corresponding product or obtains the corresponding services from DAT. The CUSTOMER accepts the applicability of these Terms and Conditions as a contractual basis between DAT and the CUSTOMER. Deviating or conflicting terms and conditions of the CUSTOMER shall not be recognised by DAT and shall not apply unless DAT has explicitly agreed to them; this provision shall apply even if the deviating or conflicting terms and conditions of the CUSTOMER are mentioned explicitly in documents that become components of the Contract.

The Terms and Conditions that apply at any given time can be viewed by the CUSTOMER at www.dat.de/unternehmen/rechtliches/termsandconditions during the order process or at any other time and can be saved and printed by the CUSTOMER at that location.

- 1.4** In the case of contradictions between the following contractual provisions that may be agreed with the CUSTOMER, the following order of precedence shall apply descending from the document named first to the document named at the bottom:

1. Order form/quotation
2. Data processing agreement pursuant to GDPR Art 28
3. Platform Terms of Service
4. End User Licence Agreement
5. Product descriptions
6. Special Terms and Conditions
7. Standard Terms and Conditions

Any gaps or omissions in the regulations and documents set out in **sections 1 to 7** (hereinafter also referred to as 'contractual provisions') shall not be deemed a contradiction for these purposes.

2 CONCLUSION OF CONTRACT

- 2.1** The provision of the order form or an order facility on the website or otherwise or the issue of a quotation by DAT shall not represent a legally binding offer to conclude a Contract, but rather an invitation for the CUSTOMER to make an offer.
- 2.2** A Contract shall be established between DAT and the CUSTOMER
- a) through a written or electronically issued order from the CUSTOMER using the order form or order process intended for the relevant SilverDAT product or application or other contractual



service ('Order Form') and through the sending of an emailed order confirmation from DAT or through another form of order confirmation from DAT;

- b) through the CUSTOMER signing and returning a quotation from DAT for the relevant SilverDAT product or application or other contractual service ('Quotation') and DAT sending an emailed order confirmation or through another form of order confirmation from DAT.

The unconditional activation or provision of services by DAT shall be deemed equivalent to sending an order confirmation.

- 2.3 Verbal declarations in connection with the conclusion of a Contract shall require written confirmation from DAT to be valid, with text form being sufficient for this.

3 SCOPE OF PERFORMANCE

- 3.1 The nature and scope of performance by DAT shall follow from the contractual provisions stipulated between the Parties as well as additional terms and conditions agreed, if any. The details in the contractual provisions or other documents or records furnished by DAT shall not constitute any warranting of a specific quality of the performance of DAT. In particular, technical data, specifications and details about performance made in public statements or advertisements shall not be details about quality. For the rest, the nature and scope of the contractual performance shall follow from the other documents applicable to the Contract such as the Order Form/Quotation, the product description applicable to the SilverDAT Software product ordered by the CUSTOMER, the Special Terms and Conditions, the Platform Terms of Use, any end user licence agreement (EULA) made with the CUSTOMER and these Standard Terms and Conditions.
- 3.2 DAT shall use all reasonable means at its disposal to strive for the greatest-possible level of currency and completeness of data, databases and Software. DAT shall receive the data underlying the services from data suppliers, too. DAT shall neither warrant nor ensure the currency, completeness or accuracy of this data sourced from suppliers. DAT shall not owe collection of complete data for all vehicle types.
- 3.3 DAT's performance shall be subject to the timely and/or proper availability of supplies (hedging transaction). If supplies are not available in a timely and/or proper manner through a hedging transaction, DAT shall be relieved of its obligation to provide the service, and if this remains the case for a period of 90 or more consecutive days, it shall be entitled to withdraw from the respective Contract. This shall not apply if DAT is at fault for the upstream supplier not providing supplies in a timely and/or proper manner. **Section 17 Standard Terms and Conditions** shall apply if force majeure causes supplies not to be available in a timely and/or proper manner through the hedging transaction.
- 3.4 The DAT servers are connected to the internet via a complex system architecture. Data traffic shall be routed through routers, switches, load balancers, firewalls, etc., which each allow a certain maximum data throughput rate. For technical reasons, the available bandwidths for server data transmission shall be limited. It may happen that, due to an increased volume of data traffic, the maximum possible data throughput rate will not be available. In such cases, the data throughput rate shall be technically distributed among the connected servers or users. The availability of



a certain bandwidth shall not be guaranteed. The CUSTOMER shall have sole responsibility for the CUSTOMER's internet connection and its suitability and availability.

- 3.5 When services are provided/utilised outside of the Federal Republic of Germany, foreign laws, foreign regulations or other country-specific particularities or technical transmission conditions may result in the Contract not being able to be performed in the intended manner. In this case, the CUSTOMER and DAT shall be entitled to extraordinary termination of the Contract in accordance with **section 19.2 Standard Terms and Conditions**.
- 3.6 DAT shall be free to determine the manner of its performance. In particular, it may contract third parties for this or integrate the services and work of third parties into the Software and/or into its contractual performance. Upon request, DAT shall disclose to the CUSTOMER the extent to which third parties are involved in the contractual performance.

4 ACCESS TO DAT SOFTWARE

- 4.1 Access to the Software shall generally occur via the CUSTOMER's user profile in the MyDAT CUSTOMER section on the website of DAT.
- 4.2 Should the CUSTOMER not yet have a user profile, the corresponding access permissions shall be created for the user login based on the data sent with the order form for the MyDAT CUSTOMER section.
- 4.3 The details required for the creation of the user profile shall be provided in full and truthfully. DAT shall assign the CUSTOMER a username and password ('Login') if necessary and send it to the CUSTOMER by email. The password must be changed by the CUSTOMER immediately after initial registration. The username and password shall not infringe the rights of third parties, infringe other name and trademark rights or be objectionable. The CUSTOMER shall be required to keep its Login confidential, not to disclose it to third parties under any circumstances and to protect it against unauthorised access by third parties. If there is suspected misuse of the Login or user profile, the CUSTOMER shall be required to inform DAT of this without undue delay. Using the initial user profile created in the manner outlined here ('Root User'), the CUSTOMER shall be entitled to create further users up to the limit of the licence scope as set out in **section 9 Standard Terms and Conditions**. The foregoing obligations shall likewise apply to these users and shall be imposed by the CUSTOMER on all users accordingly.
- 4.4 The Software may also be accessed via an interface. This shall be governed in particular by the provisions of the Special Terms and Conditions for Developer Access for DAT Interfaces corresponding to **sections 1.2 and 1.4 Standard Terms and Conditions** alongside the provisions of these Standard Terms and Conditions.
- 4.5 To check if the CUSTOMER is a business undertaking, DAT may request disclosure of its value added tax identification number. Furthermore, DAT shall be entitled to request extracts from public registers to check the business undertaking status.
- 4.6 If the details in the CUSTOMER's profile change, the CUSTOMER shall be required to inform DAT of these changes without undue delay.



5 OBLIGATIONS OF THE CUSTOMER, UNLAWFUL CONTENT, STEPS AGAINST INAPPROPRIATE CONDUCT AND FOR THE SATISFACTION OF LEGAL REQUIREMENTS

- 5.1 For the contractual use of the services, the CUSTOMER shall be required, at its own expense, to have the appropriate hardware, operating system software and communication and internet access points available within the CUSTOMER's own IT system environment and operate, maintain and update them. DAT shall not have any responsibility or liability when the services cannot be used as contractually intended insofar as this is based on the CUSTOMER not satisfying the preceding obligations in full or in part. The obligations of the CUSTOMER to provide remuneration shall remain unaffected in this case. All hardware and communication and internet access points of the CUSTOMER shall be located only and exclusively in the territory of the country in which the CUSTOMER has its registered domicile. If the CUSTOMER operates its IT environment in other countries, it shall inform DAT of this in good time and obtain the written approval of DAT from DAT before utilising the services.
- 5.2 The CUSTOMER shall be required to keep the Login and passwords received from DAT secret and take the necessary and customary protective measures against undesired misuse by third parties. The CUSTOMER shall be responsible for regularly updating Logins and passwords. The CUSTOMER shall furthermore be required to keep any licence numbers disclosed to it secret from third parties.
- 5.3 The CUSTOMER shall impose these obligations on its employees and vicarious agents in the same manner.
- 5.4 If the CUSTOMER enables third parties to use the services culpably and in breach of Contract, the CUSTOMER shall reimburse DAT for the loss arising from this.
- 5.5 Provisions regarding unlawful content and the satisfaction of legal requirements as well as steps by DAT against inappropriate conduct shall be contained in the DAT Platform Terms of Service as applicable at the time of use, and these Terms of Service shall be binding for the CUSTOMER. The Platform Terms of Service applicable at any given time shall be included in **section C. of these Terms and Conditions**.

6 DOCUMENTATION OF SERVICE ACCESS

DAT shall, for its performance, be dependent on documenting individual transactions of the CUSTOMER for billing purposes. To this end, DAT shall automatically produce ongoing logs of the transaction data generated during use. DAT shall use the CUSTOMER's logged transaction data for billing purposes and also provide this data to the CUSTOMER for perusal if requested.

7 SUPPORT AND AVAILABILITY

- 7.1 DAT shall not be obligated to provide the services without interruption at all times. However, DAT shall take efforts to make the use of the services as free of disruptions and errors as possible. The



services shall reflect the technological state of the art; however, a full absence of errors in the services cannot be guaranteed. For this reason, the CUSTOMER must anticipate that not every function of the services will work without error. DAT shall make every effort to provide the CUSTOMER with services that are as free of errors as possible and, in doing so, to ensure full usability. As with any Software, however, minor Software errors may still occur. Furthermore, restrictions or impairments of the services provided by DAT may arise and be beyond the control of DAT. This may include, but not be limited to, actions of third parties, technical conditions of the internet that cannot be influenced by DAT and force majeure. The properties of the hardware and software used by the CUSTOMER will also have an influence on the availability and usable bandwidth of data transmission.

- 7.2** DAT shall regularly carry out maintenance work on its systems for the security of network operations, the safeguarding of network integrity, the functionality of services and data protection. DAT shall perform regular data updates and program enhancements during this maintenance work as well as correct bugs and errors. For this purpose, DAT may temporarily suspend or restrict its services, taking into account the CUSTOMER's interests. DAT shall, to the extent possible, carry out the maintenance work at times when there is not much traffic. In the event longer temporary suspensions or limitations of services are necessary, DAT shall inform the CUSTOMER of the type, extent and duration of the impairment in advance, to the extent this is possible under the circumstances and reasonable with regard to the elimination of disruptions that have already occurred.
- 7.3** The CUSTOMER shall report to DAT all errors and disruptions in the services without undue delay using the following channels:
- ▶ by telephone on +49 (0)711 4503 130 and
 - ▶ by email to kundendienst@dat.de or
 - ▶ via a support request in the myDAT Services section or the respective applications
- 7.4** The response to errors and disruptions may make it necessary for DAT to access the relevant CUSTOMER application or relevant operation in order to analyse and work on the error or disruption. The access to or processing of this data of the CUSTOMER shall be solely for analysing and, if necessary, remedying errors and disruptions. There shall be no storage or other processing beyond the purpose set out above. The provisions in **section 11 Standard Terms and Conditions** shall not be affected by this.

8 AMENDMENTS OF THESE TERMS AND CONDITIONS AND CONTRACTUALLY STIPULATED PERFORMANCE

- 8.1** DAT may amend these Terms and Conditions if such amendment does not modify Contract contents that are material to the ratio of consideration to performance between the Parties, if such amendment is reasonable for the CUSTOMER and if such amendment serves a legitimate interest of DAT. Amendments of these Terms and Conditions shall be communicated in writing, by email to the email address provided by the CUSTOMER or electronically via Software or an application used by the CUSTOMER no later than six weeks before the planned effective date. BGB section 315 shall remain unaffected.



- 8.2** If the CUSTOMER does not object to the amendment in writing, by email or electronically, e.g. by using an electronic objection form offered by DAT, within a period of six (6) weeks from the time of receiving written notice, that is, before the planned effective date, the amendment shall be deemed approved. DAT shall advise the CUSTOMER of this consequence explicitly when it communicates the amendment. If there is no objection from the CUSTOMER in accordance with the above provisions, the amended version of the Terms and Conditions shall govern the contractual relationship between DAT and the CUSTOMER from that point in time.

9 COPYRIGHTS, INDUSTRIAL PROPERTY RIGHTS AND USAGE RIGHTS

- 9.1** The contractual services of DAT, including in particular the Software of DAT, the data, databases, graphics and forms contained in or accessible through it, the underlying software and IT infrastructure and any websites of DAT (collectively also 'DAT IP'), shall be the exclusive property of or held with the exclusive rights of DAT or the respective licensor. The content shall be protected by national and international laws, including in particular copyright law. Unallowed distribution, reproduction, commercial exploitation or other breach of the industrial property rights and copyrights of DAT or the respective licensor shall attract civil legal action and/or criminal prosecution.
- 9.2** In its relationship with the CUSTOMER, DAT shall be the holder of all industrial property rights and in particular the holder of all copyrights, trademarks and title protection rights as well as the exclusive rights to use the DAT IP.
- 9.3** Unless otherwise provided in the Special Terms and Conditions for the respective service or EULA, if any, DAT shall grant to the CUSTOMER the non-transferable, non-exclusive, simple rights, within Germany and limited to the term of the Contract, to use the contractual services, including in particular the associated data, databases, graphics, forms and text, after full payment of the remuneration owed under this Contract. Transfer to other countries and use in foreign countries shall be impermissible even if the CUSTOMER has a branch office or affiliated entity in such country, unless an agreement deviating herefrom has been made between DAT and the CUSTOMER in writing or text form. The CUSTOMER shall not be granted rights beyond the above.
- 9.4** Any use of the contractual services, Software and associated DAT IP by the CUSTOMER beyond the terms and conditions of the Contract shall not be permitted. In particular, the CUSTOMER shall not be entitled to sell, transfer, lease, sublicense, modify, adapt, translate, reverse-engineer, decompile or break down into their components the contractual services, Software and associated DAT IP or parts thereof (this shall apply including, but not limited to, to the examination of data structures or similar material generated by the programs) and shall not be entitled to copy the foregoing, use it for the public or make it publicly accessible, whether in whole or in part. The CUSTOMER shall not be entitled to create derivative products, identify the source code based on the object code or use the contractual services, Software and associated DAT IP or elements from it for purposes outside of the Contract.
- 9.5** The CUSTOMER shall not have the right to provide the contractual services to other businesses or third parties for usage.
- 9.6** Unless otherwise explicitly arranged, the CUSTOMER shall cease to be authorised to use the contractual services and Software, including the associated data, databases, graphics, forms and text,



after the Contract ends. The CUSTOMER shall be required to delete any locally installed Software, including the associated data, databases, graphics, forms and text, independently and without undue delay and, if requested, enable DAT to have such uninstalled or the uninstallation reviewed by a contractor of DAT in a timely fashion.

- 9.7** The mandatory provisions of sections 69a et seq. of the German Copyright Act (*Urheberrechtsgesetz*, UrhG) shall not be affected by the preceding provisions.

10 RIGHTS OF THIRD PARTIES, INDEMNIFICATION

- 10.1** If the CUSTOMER has access to the software and/or content of third parties through the use of the services, all copyrights and industrial property rights to the content and/or software of the third parties and the use of this content and/or software of the third parties shall be subject to the following terms and conditions as well as separate terms and conditions between the CUSTOMER and the third party, if any, unless otherwise agreed when concluding the Contract.
- 10.2** The CUSTOMER shall be required to indemnify DAT against all compensation claims, expenses and other obligations, including the costs of legal counsel, which arise from a culpable breach of the rights of third parties through non-contractual use of the services by the CUSTOMER and to hold DAT harmless. The burden of proof shall not shift in this case.

DAT shall be required to inform the CUSTOMER without undue delay if a third party takes legal action against DAT due to a breach of industrial property rights through the non-contractual use of the services by the CUSTOMER. DAT shall be required not to recognise the alleged breach of rights and not to engage in matters regarding the alleged breach without consulting with the CUSTOMER beforehand. DAT shall leave the defence against the claims made against DAT with the CUSTOMER as far as possible, or offer such to the CUSTOMER, and shall support the CUSTOMER in this as much as possible. DAT is entitled to conduct its own defense against the claims asserted against DAT.

- 10.3** DAT shall receive, use and process data from third parties, primarily from manufacturers and importers of motor vehicles ('**Data Suppliers**'), which may hold copyrights and industrial property rights to this data overriding those of DAT. If the CUSTOMER culpably violates the contractual provisions agreed between it and DAT, including in particular the scope of the granted rights of use and/or duties of confidentiality, this may lead to claims by the Data Suppliers against DAT for payment of a contractual penalty.
- 10.4** In the case that Data Suppliers take action against DAT for payment of a contractual penalty for reasons of the CUSTOMER's fault, the CUSTOMER shall indemnify DAT against these claims upon first request. The provisions of **section 10.2 Standard Terms and Conditions** shall apply accordingly.

11 GRANTING OF RIGHTS BY THE CUSTOMER

- 11.1** The CUSTOMER shall be and remain the holder of the rights to the data and content inserted into the DAT system as well as to the analysis products created automatically on this basis (hereinafter



uniformly 'CUSTOMER Data') and shall in this respect grant DAT the simple rights of use specified below.

- 11.2** The CUSTOMER shall grant to DAT a non-exclusive right, free of charge and limited to the duration of the Contract, to host, use, process, display and transfer the content of the CUSTOMER to the extent necessary for the provision of the contractual services.
- 11.3** DAT shall additionally be entitled to edit the CUSTOMER Data further, including in particular to aggregate and anonymise it, to remove any references to CUSTOMER's and/or persons from the data ('Aggregated CUSTOMER Data'). The CUSTOMER shall grant to DAT a freely transferable and sub-licensable, irrevocable, non-exclusive right, free of charge and without restriction on time or geography, to use the Aggregated CUSTOMER Data for DAT's own business purposes as well as those of entities affiliated with DAT within the meaning of sections 15 et seq. of the German Stock Corporation Act (*Aktiengesetz*, AktG), in particular for:
- ▶ the improvement of service quality and the development of new services and products;
 - ▶ troubleshooting and error fixes; and
 - ▶ analysis using AI tools and training of AI models.
- 11.4** DAT as well as entities affiliated with DAT within the meaning of AktG sections 15 et seq. shall be entitled to reproduce, edit and restructure, distribute and render data and sub-license it to third parties, in whole or in part, to achieve the purposes above. DAT may transfer the data to subcontractors (e.g. hosting, cloud or AI providers) and grant them simple rights to use it as necessary for the performance of their duties. In relation to the Aggregated CUSTOMER Data, DAT shall furthermore be entitled to mix, combine or link the data with other data, analyse the data in some other way and add the data to its own databases.
- 11.5** Any ending of this Contract shall not affect the perpetual rights to the data granted during the contract's term.

12 CONFIDENTIALITY

- 12.1** The CUSTOMER shall be required to treat the confidential information and documents of DAT that should be regarded as confidential or marked by DAT as confidential ('**Confidential Information**') as trade secrets and shall not make them accessible to third parties. Trade secrets within the meaning of section 2(1) of the German Trade Secrets Act (*Geschäftsgeheimnisgesetz*, GeschGehG) shall also be considered Confidential Information if no appropriate protective measures as defined in GeschGehG section 2(1)(b) have been implemented.

Third parties shall also include entities affiliated with the CUSTOMER as well as entities in which the CUSTOMER does not hold a majority of the capital and voting rights. Corresponding undertakings shall be obtained from the employees of the CUSTOMER as well as other third parties contracted by the CUSTOMER (including subcontractors and freelancers).

- 12.2** Confidential Information shall be deemed to include in particular data, concepts, technologies, information, descriptions and other documents concerning DAT IP, Software and other products of DAT, including associated databases as well as know-how.



- 12.3** Irrespective of usage rights that DAT grants to the CUSTOMER in the context of the Contract, the CUSTOMER shall treat all Confidential Information made accessible to it by DAT as confidential. The CUSTOMER shall furthermore be required not to use Confidential Information of DAT for its own commercial or other purposes directly or indirectly, except within the framework of the Contract.
- 12.4** The CUSTOMER shall only disclose Confidential Information to employees who need to know it for the performance of the Contract, and these employees commit to maintaining confidentiality to the extent permissible under labour law, including when they are no longer employed at the CUSTOMER.
- 12.5** The confidentiality obligation shall not apply to Confidential Information which (i) is general knowledge without any breach of this Contract, (ii) was or is only made accessible to the CUSTOMER by third parties after conclusion of this Contract without any breach of a confidentiality obligation, or (iii) was or is developed by the CUSTOMER independently after conclusion of the Contract without the use of Confidential Information. If the CUSTOMER relies on one or more of the aforementioned reasons, it shall prove this by presenting suitable evidence. The CUSTOMER shall be permitted to disclose Confidential Information if ordered to do so by a court or administrative authority. The CUSTOMER shall inform DAT of such an order without delay so that appropriate remedial measures are taken.
- 12.6** If third parties gain unauthorised access to Confidential Information, the CUSTOMER shall inform DAT without delay, especially if this concerns unauthorised access or attempted unauthorised access to IT systems of DAT.
- 12.7** The confidentiality obligation shall commence upon gaining knowledge of the Confidential Information and shall endure for the entire term of this Contract and in perpetuity beyond that from the time of Contract termination or of the end of the Contract term. The CUSTOMER shall ensure, to the extent possible by law, that the confidentiality obligations are binding for its legal successors, assignees and affiliated companies, too.
- 12.8** While this confidentiality obligation is valid, Confidential Information shall be returned undamaged and in full or erased, at DAT's choice, upon first request and without undue delay. DAT may furthermore order that certain Confidential Information be destroyed, erased or put into safe-keeping and that the execution of such orders be confirmed in writing by the CUSTOMER. The foregoing provisions in this section shall apply only to the extent that this does not significantly impair the contractually compliant usage of the contractual service. The CUSTOMER shall ensure that the above stipulations are also adhered to without restriction by any subcontractors or other third parties engaged in connection with this Contract.
- 12.9** If the CUSTOMER breaches the above confidentiality obligations, DAT shall be entitled to withhold performance and may in particular block access to the contractual services in whole or in part. If such a block occurs, it shall be lifted as soon as the CUSTOMER proves that sufficient action has been taken to prevent future breaches.



13 AUDITS

- 13.1** If DAT provides the CUSTOMER with Software, data or databases to use, DAT shall be entitled to have the compliance of the actual use of the provided software, data and databases audited on the CUSTOMER's premises during ordinary business hours if there exists reasoned suspicion of a breach of licences, copyrights or industrial property rights. The audit shall only be conducted by a subject matter expert or auditor (in either case '**Auditor**') who shall also be bound to secrecy in respect of DAT and not bound to DAT's instructions and who may only furnish information to DAT if and to the extent that there exist breaches of licences, copyrights or industrial property rights or indications thereof. The audit shall be announced in writing to the CUSTOMER with reasonable notice of at least five (5) calendar days. DAT shall ensure that the business activities of the CUSTOMER are not impaired excessively by the audit.
- 13.2** The CUSTOMER shall be required to provide the Auditor with all the information that is necessary for conducting the audit. The Auditor shall decide what is necessary. During this, the CUSTOMER shall ensure that no personal data is disclosed or made available as part of the audit unless this occurs lawfully.
- 13.3** If the audit identifies breaches of Contract by the CUSTOMER or deviations of more than 3% in the owed remuneration to the detriment of DAT, the CUSTOMER shall bear the costs of the audit, or otherwise DAT shall bear the costs of the audit.

14 TERMS OF PAYMENT, PRICE ADJUSTMENTS

14.1 Remuneration

By concluding the Contract, the CUSTOMER commits to paying the remuneration agreed at the time of concluding the Contract or paying the price indicated on the order form or quotation for use of the services. All prices shall be in euros and subject to the additional applicable statutory VAT.

14.2 Unless otherwise agreed on the order form/quotation or in the Special Terms and Conditions, the remuneration shall be billed for as follows:

Non-use-based fees

Non-use-based fees shall be invoiced in advance each year for the term of the Contract unless a shorter billing period has been agreed (through an instalment payment plan). If the Contract commences during the year, the annual fee shall be charged pro rata.

Use-based fees

Use-based fees shall be invoiced after the end of each billing period.

14.3 Billing address

DAT shall issue and send invoices stating the order number to the postal or email address specified by the CUSTOMER. In the case that a change of address has not been communicated by the CUSTOMER, DAT shall be entitled to bill the CUSTOMER for the address investigation costs incurred.



14.4 Due date

All invoices by DAT shall be due for payment immediately unless otherwise agreed.

14.5 Payment methods

Unless otherwise agreed, the CUSTOMER's payments shall be tendered via bank transfer to one of the DAT bank accounts indicated on the invoice or via direct debit/SEPA Direct Debit. In the second case, the CUSTOMER shall authorise DAT to collect all payments due from the respective contractual relationship from the latter's bank account by way of a SEPA Direct Debit mandate. The CUSTOMER shall ensure that there are sufficient funds in the bank account on the due date. The CUSTOMER shall also direct its financial institution to debit its bank account in accordance with DAT's instructions. The pre-notification window shall be shortened to seven (7) calendar days. In the event that the direct debits from DAT fail wholly or partly, the entire remainder amount for the full year shall be due for payment.

14.6 Price adjustments

DAT shall be entitled to adjust the agreed prices reasonably in accordance with the terms and conditions set out in subsections a) and b) below. DAT shall announce any price adjustment to the CUSTOMER and give reason at least six (6) weeks before the effective date. The announcement shall be made in writing, by email to the email address specified by the CUSTOMER or electronically via Software or an application used by the CUSTOMER. BGB section 315 shall remain unaffected.

- a) DAT may adjust the agreed prices reasonably (i) if and to the extent that individual factors underlying its costing change due to circumstances for which DAT is not responsible and which are beyond its direct control, and (ii) this has a not insignificant impact on the cost of DAT's service delivery, (iii) particularly if:
 - 1. new legal, government or technical requirements, new security provisions or new data protection requirements result in increased costs or expenses at DAT (e.g. for necessary extensions of the Software's functions), or
 - 2. DAT utilises the infrastructure, products or services of other suppliers or service providers for the performance of the services and these upstream services are not or no longer available to DAT or only in a modified form and/or at a higher price, and this is due to circumstances for which DAT is not responsible.

An increase in the user fees due to tangible cost increases of this nature shall only occur if and to the extent that they cannot be offset by cost reductions in other areas.

- b) DAT may furthermore adapt the agreed prices to the general pricing trends in the market (e.g. relative to employee salaries, rent, energy costs, etc.). To calculate and provide evidence of pricing trends, DAT may align itself with e.g. the development of the consumer price index or of the index of average IT sector employee earnings in Germany (or a similar labour cost index). In this context, the development of the index since the most recent price adjustment (or since the conclusion of the Contract if the price adjustment is the first such one) shall be authoritative. The CUSTOMER may object to the increase in writing, by email or electronically,



e.g. using an electronic objection form offered by DAT, within two (2) weeks of announcement of the adjustment. If the CUSTOMER does not utilise its right to object, the price adjustment shall take effect at the announced time. If the CUSTOMER objects within the time limit, the user fees shall remain unchanged; however, DAT shall reserve the right to terminate the Contract after giving three (3) months' notice. DAT shall, in conjunction with the announcement of the price increase, advise the CUSTOMER of its right to object, the relevant time limit and the consequences of omitting to object.

14.7 Offsetting, right of retention

The CUSTOMER may offset claims from DAT or exercise a right of retention only in respect of counterclaims that are undisputed or upheld by conclusive legal proceedings.

14.8 Default on payment

If the CUSTOMER defaults on payment, DAT shall be entitled to exercise its right of retention for the duration of the default and block the services for the CUSTOMER. In the case of a default on payment, DAT shall also be entitled to demand damages in the amount of the direct-debit denial charges incurred by DAT for each justified direct debit that has failed. The CUSTOMER's payment obligation shall remain in effect even in the event that DAT exercises its right of retention. Furthermore, DAT shall be entitled to extraordinary termination in accordance with **section 19.2 Standard Terms and Conditions**.

15 WARRANTY

15.1 DAT shall be held liable for defects in its performance solely in accordance with the following provisions.

15.2 Defects shall be deemed to be material deviations from the contractually agreed scope of functionality of the services, such as the Software.

15.3 If the performance of DAT owed under this Contract has defects, DAT shall, at its choice, provide a subsequent improvement of its performance or repeat its performance within a reasonable period of time and after receiving a notice of defect from the CUSTOMER in writing or text form. Subsequent improvement shall be deemed to include the provision of user instructions with which the CUSTOMER can reasonably work around the arisen defects in order to use the services as contractually provided.

15.4 If DAT's performance continues to have defects for reasons of its fault, even within a reasonable time frame set in writing by the CUSTOMER, the CUSTOMER may reduce the agreed remuneration by a reasonable amount. The right to reduce remuneration shall be limited to the amount of the monthly remuneration concerning the element of the performance that has defects.

15.5 The CUSTOMER shall notify DAT in writing or text form of any arising defects without undue delay. Furthermore, the CUSTOMER shall support DAT in the correction of defects without charge and, in particular, shall provide DAT with all information and documents needed by DAT for the analysis and remedy of defects.



- 15.6** In the event of defects in a contract to produce a work (Section 631 BGB) the statutory rights regarding warranties for defects shall apply, whereby the limitation period for defect claims for such services - aside from claims for compensation - is twelve (12) months from the date of completion.
- 15.7** Incorrect data shall be corrected by DAT without undue delay, to the extent possible, after a written, comprehensible description by the CUSTOMER of the error. Any warranty on the part of DAT for the currency, accuracy, completeness and/or usability of the data provided to it by manufacturers and importers of motor vehicles, other market participants and their sub-suppliers, is excluded. Any warranty that the services, Software or data contained therein must meet the requirements or expectations of the CUSTOMER shall also be excluded. It shall be the CUSTOMER's responsibility itself to evaluate the currency, accuracy, completeness and/or usefulness of all data, information or other content provided.
- 15.8** The assignment of claims for defects is excluded.
- 15.9** Claims for compensation are subject to the limitations set forth in **section 16 Standard Terms and Conditions**.

16 LIABILITY, LIMITATION OF LIABILITY

- 16.1** DAT shall have unlimited liability in cases of wilful intent and gross negligence as well as for guaranteed characteristics. DAT shall also have unlimited liability for the culpable injury to life, limb or health, for cases under the German Product Liability Act (*Produkthaftungsgesetz*, ProdHaftG), for fraudulent concealment of a defect or in other cases of binding statutory liability.
- 16.2** In the event of a slightly negligent breach of duties, the performance of which is a fundamental prerequisite for the proper execution of the Contract, the breach of which jeopardises the achievement of the purpose of the Contract and on the fulfilment of which the CUSTOMER regularly relies ('**Material Contractual Obligations**'), DAT shall be liable only for the foreseeable damage typical of the Contract.

In all other respects, DAT shall not be liable for a slightly negligent breach of contractual duties other than the Material Contractual Obligations referred to in the previous sentence.

- 16.3** Subject to **sections 16.1 and 16.2 Standard Terms and Conditions**, which remain unaffected, the following limitations on liability shall apply:

- 16.3.1** The CUSTOMER is aware that they must, in compliance with their duty to avert, minimise or mitigate loss, in particular ensure regular data backups and, in the event of a suspected software error, must take all reasonable additional security measures so that lost data can be retrieved at a reasonable expense and software errors are reproducible. In the event of a loss of data caused through slight negligence on the part of DAT, DAT shall be liable only for the costs of reproduction of the data from the backup files to be produced by the CUSTOMER and for restoring the data which would also have been lost if the data had been correctly backed up.



In the case of online data transfer, DAT shall not be liable for faulty or impossible transfers where the cause lies in a third-party transfer network.

16.3.2 The liability of DAT for the currency, accuracy, completeness and/or usability of the data provided to it by manufacturers and importers of motor vehicles, other market participants and its upstream suppliers is excluded.

16.4 Strict liability of DAT for defects already existing at the time of Contract conclusion in accordance with BGB section 536a shall be excluded explicitly.

16.5 The preceding disclaimers and limitations of liability shall apply to the same extent to the benefit of governing bodies, legal representatives, employees and other vicarious agents of DAT.

16.6 Any liability beyond that provided in this **section 16** shall be excluded regardless of the legal nature of the claim asserted. For clarification purposes, DAT shall also not be liable for any damage not attributable to it that has been caused by accident, by force majeure, by unforeseeable administrative restrictions, computer viruses in data processing systems or hacker attacks despite DAT having taken reasonable and customary IT security measures.

17 FORCE MAJEURE

17.1 Force majeure shall refer to any event or circumstance that cannot reasonably be controlled by the CUSTOMER or DAT and that was intrinsically unforeseeable or, if it was foreseeable, was unavoidable ('**Force Majeure**'). Force Majeure shall include in particular: flood, drought, earthquakes or other natural disasters; quarantine, epidemics or pandemics; terrorist attacks; civil war, insurrection or civil unrest; war, threats of war or preparation for war; armed conflict; the imposition of sanctions, embargoes or severance of diplomatic relations; nuclear, chemical or biological contamination; any law or action of a government or government agency, including but not limited to the imposition of export or import restrictions, a quota or ban; building collapse; fire, explosions or accidents and the interruption or failure of utility supply networks; utility supply difficulties; and other service disruptions on the part of an upstream supplier to DAT due to events or circumstances that represent Force Majeure as per the agreement between DAT and the CUSTOMER or as per the corresponding agreement between DAT and the upstream supplier (according to the respective definition).

17.2 In the case of delays in contractual performance caused by Force Majeure, the Contract shall be suspended and the date of performance postponed for the period of the delay. DAT shall not be held liable for delays in performance where they are based on Force Majeure.

17.3 If the force majeure event lasts for longer than ninety (90) calendar days, DAT and the CUSTOMER may both give notice of Contract termination in writing without observing an additional notice period. Where the CUSTOMER exercises the right to terminate, it shall pay DAT for the services provided up until the termination takes effect.



18 EXPORT

18.1 Software may - notwithstanding its design as a software-as-a-service solution - be subject potentially to trade restrictions, such as export and import limitations and embargos. In particular, there can be authorisation requirements and prohibitions, inter alia, for the use of the Software or technologies associated with it abroad. The CUSTOMER shall ensure that it complies with all applicable export control laws and provisions to the extent that this is required with regard to the Software to be used in the context of this Contract, that it uses the Software abroad lawfully and that it provides to DAT all the information needed for any authorisation applications. The CUSTOMER also agrees that prior to the granting of any necessary authorisation it will use the Software only to the extent that is permitted without an authorisation. The CUSTOMER shall be responsible for compliance with the export control laws and regulations relevant to it.

18.2 The term 'sanctions' refers to all restrictions applicable to DAT and adopted by states, communities of states and institutions, particularly in relation to the provision of funds and economic resources. The CUSTOMER declares that it is not itself included on a sanctions list, is not within the ownership or under the control of a sanctioned natural or legal entity, is not located in a sanctioned state and does not use the Software in a sanctioned state or provide it to a sanctioned party.

The CUSTOMER shall furthermore be required to inform DAT without undue delay of any fact rendering the preceding declaration incorrect.

18.3 The CUSTOMER shall indemnify DAT in full against all claims exercised against DAT by third parties, especially government authorities, due to non-compliance with the provisions in **subsections 18.1 and 18.2 Standard Terms and Conditions** and shall be required to reimburse all of the loss and expenses incurred by DAT in this context. This shall not apply where the CUSTOMER is not responsible for the breach of obligation. The burden of proof shall not shift in this case.

18.4 DAT's performance of the Contract shall be conditional on this performance not facing obstacles due to applicable national or international export, import or foreign-trade regulations, embargoes and/or other sanctions or any further statutory provisions.

18.5 If the CUSTOMER breaches the obligations in this section, DAT shall be entitled to extraordinary termination of the Contract.

19 CONTRACT DURATION, TERMINATION

19.1 Unless otherwise agreed, a Contract shall be concluded on an indefinite basis and last until at least the end of the calendar year following the date of the order ('**Minimum Term**'). Ordinary termination may be effected as of the end of the Minimum Term or the end of a calendar year following the minimum term after giving three (3) months' notice.

19.2 The right to extraordinary termination for good cause shall remain unaffected. In particular, good cause shall exist if a Party breaches a Material Obligation under the contractual relationship wilfully or negligently and, based on this breach, it is no longer reasonable for the terminating Party



to adhere to the Contract. Good cause that entitles DAT to extraordinary termination shall include in particular:

- ▶ default by the CUSTOMER on payment of an at least not insignificant part of the owed remuneration, provided the CUSTOMER does not remedy its breaching actions within a reasonable period of time after previously receiving a request from DAT in writing or text form to cease these breaching actions;
- ▶ breach by the CUSTOMER of a confidentiality obligation or of copyrights and industrial property rights, provided the CUSTOMER does not remedy its breaching actions within a reasonable period of time after previously receiving a request from DAT in writing or text form to cease these breaching actions;
- ▶ breach by the CUSTOMER of the usage rights granted to it by the Contract, provided the CUSTOMER does not remedy its breaching actions within a reasonable period of time after previously receiving a request from DAT in writing or text form to cease these breaching actions;
- ▶ provision by the CUSTOMER of incorrect details regarding its assets, and these details were of significant relevance to the decision made by DAT to conclude the Contract and provide services;
- ▶ occurrence or looming occurrence of a significant deterioration in the CUSTOMER's assets, with this jeopardising the discharge of the CUSTOMER's liabilities;
- ▶ repeated breach by the CUSTOMER of contractual obligations if the CUSTOMER has, in the case of a remediable breach of obligation, not rectified the consequences of the breach within a reasonable period of time despite being demanded to do so;
- ▶ a more than ten per cent (10%) equity interest of a competitor of DAT in the CUSTOMER's company or a more than ten per cent (10%) equity interest of the CUSTOMER in a competitor of DAT;
- ▶ existence of trade restrictions or sanctions in accordance with **section 18 Standard Terms and Conditions** or a breach by the CUSTOMER of a provision in **section 18 Standard Terms and Conditions**.

19.3 Notice of any termination shall be given in writing for it to be effective, with text form (email) being sufficient for this.

20 DATA PROTECTION

20.1 The Parties shall process personal data solely in accordance with the provisions of applicable data protection legislation, including in particular the EU General Data Protection Regulation ('GDPR') and German Federal Data Protection Act (*Bundesdatenschutzgesetz*, BDSG).

20.2 Insofar as DAT processes personal data for the CUSTOMER as a subcontracted processor, the Parties shall conclude a data processing agreement in accordance with the specifications of GDPR Article 28.



20.3 For the rest, reference is made to the DAT privacy statement, which can be viewed by the CUSTOMER at www.dat.de during the order process or at any other time and can be saved and printed by the CUSTOMER at that location.

21 FINAL PROVISIONS

- 21.1** Side agreements shall only be legally binding when they are made in writing with DAT or confirmed in writing by the latter.
- 21.2** The laws of the Federal Republic of Germany shall apply. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (UN sales law) shall not apply, even if the CUSTOMER is domiciled abroad. Mandatory provisions of the country in which the CUSTOMER is domiciled shall remain unaffected.
- 21.3** The place of performance for deliverables and services shall be the registered office of DAT.
- 21.4** If the CUSTOMER is a merchant, legal entity under public law or legal entity with access to special public funds, sole venue for all disputes arising out of or in connection with a contract between DAT and the CUSTOMER shall be the court with jurisdiction for the registered office of DAT. However, DAT shall also be entitled to file suit at the general venue of the CUSTOMER.
- 21.5** If individual provisions of these Standard Terms and Conditions be or become invalid in whole or in part, this shall not affect the remainder of the Contract between DAT and the CUSTOMER. The invalid provision shall be replaced by a valid provision that comes as close as possible to the legal, financial and factual aims of the invalid provision.



B. SPECIAL TERMS AND CONDITIONS FOR THE RESPECTIVE SERVICE

I. SPECIAL TERMS AND CONDITIONS FOR THE PAID ONLINE PROVISION OF SILVERDAT PRODUCT FAMILY SOFTWARE BASED ON SOFTWARE AS A SERVICE OR A WEB APPLICATION ('SOFTWARE')

1 SUBJECT MATTER GOVERNED

These Special Terms and Conditions for the Paid Online Provision of SilverDAT Product Family Software ('**DAT Applications**') shall govern access to and use of DAT software and supplement the respective applicable Standard Terms and Conditions agreed with the CUSTOMER ('**Standard Terms and Conditions**') to the extent that the provisions in the Standard Terms and Conditions are not modified by more specific arrangements in these Special Terms and Conditions.

2 SCOPE OF APPLICATION

- 2.1 These Special Terms and Conditions, along with the Standard Terms and Conditions, shall apply to all contracts between DAT and the CUSTOMER (collectively the '**Parties**') for the paid provision and use of DAT Applications.
- 2.2 The CUSTOMER accepts the applicability of these Special Terms and Conditions as a contractual basis for the offer of performance by DAT. Deviating or conflicting terms and conditions of the CUSTOMER shall not be recognised by DAT and shall not apply unless DAT has explicitly agreed to them; this provision shall apply even if the deviating or conflicting terms and conditions of the CUSTOMER are mentioned explicitly in documents that become components of the contract.

The Standard Terms and Conditions and the Special Terms and Conditions that apply at any given time can be viewed by the CUSTOMER at www.dat.de/unternehmen/rechtliches/termsandconditions during the order process or at any other time and can be saved and printed by the CUSTOMER at that location.

3 SCOPE OF PERFORMANCE

- 3.1 The performance of DAT shall consist of the provision of Software for online use and of the granting of storage space on servers provided by DAT (collectively '**Services**').



- 3.2 DAT shall provide the CUSTOMER with the latest version of the Software online for the duration of the contract in return for payment.
- 3.3 DAT shall provide the CUSTOMER with online access to the provided servers for the duration of the contract ('**Software as a Service**'). The operation and maintenance of the servers shall be the responsibility of DAT. The location at which performance occurs for the CUSTOMER shall be the router output port of the data centre used for the contractual performance.
- 3.4 The Software shall be suitable for the use required under the contract and otherwise be of the quality customary for Software of the same nature. Reference is otherwise made to **section 3.1 of the Standard Terms and Conditions**.

4 ACCESS TO THE SOFTWARE

The provisions in **section 4 of the Standard Terms and Conditions** shall apply to access to the Software.

5 RIGHTS OF USE, WORK PRODUCTS, EULA

- 5.1 Supplementing **Standard Terms and Conditions section 9 Copyrights, Industrial Property Rights and Usage Rights**, the following shall apply to Software:
- 5.2 The CUSTOMER may use the Software only on the CUSTOMER's business premises, including the equipment on these premises, as stated on the order form or quotation ('**Sites**', '**Facilities**', '**Branches**' or '**Offices**'). The premises must be connected, definable and not separated by public roads or paths. A separate contract shall be concluded for each further Site, Facility, Branch or Office of the CUSTOMER unless otherwise explicitly agreed.
- 5.3 The use of the Software by the CUSTOMER shall be limited to use by the number, as agreed on the order form or quotation, of individuals in dependent employment at the CUSTOMER with access to the Software ('**Users**'). Concurrent use of the Software shall only be permitted for this defined number of Users ('**Concurrent Users**') unless otherwise explicitly agreed.
- 5.4 The data and work products created by the CUSTOMER using the Software before the end of the contract ('**Work Products**') can only continue to be used after the end of the contract term if the CUSTOMER has saved the Work Product outside of the DAT IT environment and at its own expense in good time before the contract term has ended. The CUSTOMER shall be responsible for the storage of its Work Product for further use at a later date.
- 5.5 Depending on the vehicle manufacturer for which the CUSTOMER uses the DAT Software, specific vehicle manufacturer provisions ('**End User Licence Agreement**' or '**EULA**') may apply to this and shall have binding effect on the CUSTOMER as applicable at the respective time of use. The respective applicable End User Licence Agreement shall be available to view and retrieve at www.dat.de/eula and shall be integrated into the DAT Application concerned and/or the order form/quotation and shall be accepted by the CUSTOMER.



6 AMENDMENTS OF THESE SPECIAL TERMS AND CONDITIONS AND CONTRACTUALLY STIPULATED PERFORMANCE

Section 8 of the Standard Terms and Conditions shall apply to any amendment of these Special Terms and Conditions and the contractually stipulated performance.

7 CONTRACTUAL PENALTY

Where the CUSTOMER breaches the contract provisions agreed between it and DAT culpably, including in particular the scope of the usage rights granted, the CUSTOMER shall pay to DAT a penalty which shall be determined by DAT in the individual situation at its discretion for each instance of contravention; the appropriateness of the penalty shall be reviewable by the competent court if requested by the CUSTOMER. The burden of proof shall not shift in this case. DAT shall remain entitled to assert claims for compensation in addition to the contractual penalty. In this case, contractual penalties claimed by DAT shall be offset against any greater claims for compensation by DAT.

8 TERMS OF PAYMENT

Unless another arrangement has been made on the order form, **section 14 of the Standard Terms and Conditions** shall apply to the terms of payment.

9 CONTRACT TERM/TERMINATION

Unless another arrangement has been made on the order form/quotation, the relevant provisions of **section 19 of the Standard Terms and Conditions** shall apply to the term and termination of the contract.

10 FINAL PROVISIONS

If individual provisions of these Special Terms and Conditions be or become invalid in whole or in part, this shall not affect the remainder of the contract between DAT and the CUSTOMER. The invalid provision shall be replaced by a valid provision that comes as close as possible to the legal, financial and factual aims of the invalid provision.



B. SPECIAL TERMS AND CONDITIONS FOR THE RESPECTIVE SERVICE

II. SPECIAL TERMS AND CONDITIONS FOR DEVELOPER ACCESS FOR DAT INTERFACES

1 SUBJECT MATTER GOVERNED, RESTRICTIONS OF USAGE

1.1 Deutsche Automobil Treuhand GmbH ('**DAT**'), Hellmuth-Hirth-Straße 1, 73760 Ostfildern, registered at Stuttgart local court under the number HRB 214549, VAT identification number DE 147826142, offers various services, software products and data ('**DAT Applications**'). The corresponding access to the provided servers for using the DAT Applications is online ('Software as a Service'). The present Special Terms and Conditions shall govern interface-based access to DAT Applications.

1.2 These Special Terms and Conditions for the interface partnership shall supplement the respective applicable Standard Terms and Conditions agreed with the Interface Partner ('**Standard Terms and Conditions**') with the provision that references to the '**CUSTOMER**' in the Standard Terms and Conditions shall also apply to the Interface Partner to the extent that the provisions in the Standard Terms and Conditions are not modified by more specific arrangements in these Special Terms and Conditions.

1.3 Interface Partners ('**IFPs**') of DAT shall be:

- i) business partners of DAT;
- ii) commercial providers of software applications (such as software companies, providers of workshop and expert witness software) ('**External Program(s)**'); and/or
- iii) CUSTOMERS of DAT that have developed software of their own (hereinafter '**Self-Users**').

The above install individual functions of DAT Applications into External Programs through an individually programmed interface of their own ('**Interface**') and make these functions usable for CUSTOMERS of DAT or shared CUSTOMERS of DAT and the IFP.

The IFP shall process data from DAT Applications via the Interface and provide data to DAT Applications in order to make the DAT Application functions forming the subject matter of the contract usable for itself or the respective user involved.

1.4 Use of DAT Applications, including the VIN query tool, or use of other manufacturer data shall require a corresponding contractual agreement between DAT and the IFP as well as between DAT and the CUSTOMERS of DAT or between DAT and the shared CUSTOMERS of DAT and the IFP. Furthermore, the use of manufacturer data shall require the prior written approval of DAT, which may also be given by email. The unconditional activation of the DAT development environment shall be equivalent to such approval. DAT shall be entitled to block the development environment



or withdraw access from the IFP at any time, especially if approval or authorisation is not given by the vehicle manufacturer to the use of its data. The IFP shall not be able to exercise any claims to compensation from DAT for this. The provisions in **section 16 of the Standard Terms and Conditions** regarding liability and disclaimers of liability shall remain unaffected hereby.

- 1.5 The performance of DAT shall consist of the provision of the DAT Application functions forming the subject matter of the contract for use via the Interface solely for the purposes defined contractually between DAT and the IFP and to the agreed extent ('Services') and shall be based on these Special Terms and Conditions.

2 SCOPE OF APPLICATION

- 2.1 These Special Terms and Conditions, along with the Standard Terms and Conditions, shall apply to all contracts between DAT and the IFP (collectively the '**Parties**') for the paid and unpaid connection of DAT Applications via an Interface ('**Contract**') ('DAT Applications' and 'Interface' hereinafter '**Software**' for the purposes of this Contract).
- 2.2 The IFP accepts the applicability of these Special Terms and Conditions as a contractual basis for the offer of performance by DAT. Deviating or conflicting terms and conditions of the IFP shall not be recognised by DAT and shall not apply unless DAT has explicitly agreed to them; this provision shall apply even if the deviating or conflicting terms and conditions of the IFP are mentioned explicitly in documents that become components of the contract.

The Standard Terms and Conditions and the Special Terms and Conditions that apply at any given time can be viewed by the IFP at www.dat.de/unternehmen/rechtliches/termsandconditions during the order process or at any other time and can be saved and printed by the IFP at that location.

IFPs shall be business undertakings exclusively. A business undertaking shall be a natural person, legal entity or incorporated partnership which at the time of concluding the contract acts in the capacity of its commercial activities or professional self-employment (section 14(1) of the German Civil Code (*Bürgerliches Gesetzbuch*, BGB)).

3 SCOPE OF PERFORMANCE

- 3.1 The IFP shall receive access to the Software functions forming the subject matter of the contract in accordance with **section 4 of these Special Terms and Conditions** for the period stipulated on the order form after successful connection of the Interface by DAT so that these functions are made usable through the respective External Program for the respective users involved. The provisions in these Special Terms and Conditions shall apply to the use of DAT Applications, including relevant restrictions of usage. Acceptance testing by DAT, serving as primary testing, shall be mandatory before use of the Interface in production. The actual use of the Services shall be dependent on the External Program used, the capabilities of the devices used, the network technology available and the technical and geographic conditions at the place of use. It shall not be possible for DAT to influence data traffic outside of DAT's server network. In this respect, a



successful forwarding of information from or to the External Program used by the IFP shall not be owed.

- 3.2** The IFP customer wishing to use the Software functions shall need to be a CUSTOMER of DAT and/or possess a DAT user profile as well as corresponding licences. The IFP shall be obligated to ensure this. Exemptions shall be possible on a case-by-case basis after prior, explicit, written approval by DAT in order to carry out test queries or display and explain the Software functions to potential CUSTOMERS.

Unless a deviating agreement has been made between the Parties, the IFP itself shall not use the Software functions for its own business purposes. Access by the IFP to the Software functions shall be solely for the purposes of tests, support services and development to ensure seamless access to the functions for the shared CUSTOMERS of the IFP and DAT.

- 3.3** The nature and scope of DAT's Services shall follow from the concrete agreements made between the Parties regarding the properties, attributes and performance characteristics as well as further documents, if any, such as an applicable description of the Service or product, any additional terms and conditions agreed, the Standard Terms and Conditions and these Special Terms and Conditions. The Parties may agree on a monthly limit in relation to access to certain functions of the Software (such as identification, valuations or costings) on the relevant order form or quotation.
- 3.4** The descriptions of the Service or product that apply at any given time can be viewed by the IFP at www.dat.de/unternehmen/rechtliches/produktbeschreibungen during the order process or at any other time and can be saved and printed by the IFP at that location.
- 3.5** DAT shall be entitled to limit the volume of data retrieved via the Interface (traffic, server load, requests) ('Load'). In the event of non-contractual use of the Software functions (such as the use of measures and mechanisms which disrupt the functions or operation of the Software or other misuse), DAT shall be entitled to throttle the connection of DAT Applications or block it temporarily in any case.

4 CONNECTION AND ACCESS TO THE SOFTWARE, ACCEPTANCE TESTING

- 4.1** The IFP shall use the Interface solely for:
- i) the specific CUSTOMER number which is to be used as the Interface Partner number; and
 - ii) the product access options and web services activated under this CUSTOMER number.
- 4.2** The connection to the Software shall be made in accordance with the current Interface compendium, the browser-based developer documentation and DAT's other technical specifications ('**Interface Specifications**'). The current Interface Specifications shall be provided to the IFP directly on its dashboard. Participation in a DAT Interface workshop shall be a basis for the provision of DAT Applications. The Interface Specifications shall be deemed Confidential Information within the meaning of the DAT Standard Terms and Conditions.



- 4.3 The technical, organisational and other measures necessary for the IFP to connect to the software shall be the sole responsibility of the IFP. The associated financial outlays shall be at the IFP's expense.
- 4.4 Connection to the functions forming the subject matter of the contract for production purposes shall require acceptance testing by DAT of the Interface created by the IFP. The technical acceptance testing shall be done according to the guidelines for the DAT quality assurance audit process. For the proper use of DAT Applications, all technical requirements for the Interface and necessary security specifications shall be met and the interface acceptance-tested by DAT. If the IFP does not meet these requirements, or if acceptance testing does not occur, DAT shall be entitled to not connect the Interface and/or to not establish or to block access to individual and/or all Software functions forming the subject matter of the contract. The IFP shall not be able to exercise any claims to compensation from DAT for this. The provisions in **section 16 of the Standard Terms and Conditions** regarding liability and disclaimers of liability shall remain unaffected hereby. The IFP shall itself be responsible for meeting the corresponding requirements. Once the Interface is functional, it shall be registered at IN-QATA@dat.de for initial acceptance testing. DAT shall in particular not accept any responsibility for the functionality of the Interface developed by the IFP.
- 4.5 The IFP shall receive a certificate following successful acceptance testing. If this certificate expires or loses its validity, the IFP shall be required to renew it in good time in accordance with the DAT certification process.
- 4.6 DAT shall be entitled to conduct a repeat audit every 24 months as well as any time the Interface is modified, with a notice period of 6 weeks applying to this.
- 4.7 Access to the DAT Application functions forming the subject matter of the contract shall be made in the IFP's External Program using the authentication methods defined between the Parties (e.g. the DAT WebToken).

5 OBLIGATIONS OF THE IFP

- 5.1 The IFP shall integrate the Software functions forming the subject matter of the contract into the IFP's program and shall conduct the tests necessary for the proper functioning of the Interface. In addition, the IFP shall provide DAT with the results and, if applicable, other information to enable the DAT Interface support team to provide support that is as effective as possible.
- 5.2 The IFP shall ensure that the current, respective requirements in the Interface Specifications provided by DAT are adhered to.
- 5.3 The IFP shall be required to take all necessary and reasonable measures to ensure data security during use of the Interface and, if applicable, comply with information security requirements communicated by DAT. The current, relevant recommendations of the German Federal Office for Information Security shall be implemented. Reference is explicitly made to the provisions in **section 10 of these Special Terms and Conditions**.



- 5.4** The IFP shall be required to communicate to DAT all information and changes that arise during the term of the contract and are material to the performance of the Services and organisational procedures.

Such information and changes shall include, but not be limited to:

- ▶ names and contact information of individuals who are entitled to make commitments to DAT;
- ▶ changes in the name and legal form as well as registered office of the IFP;
- ▶ names and contact information of individuals who can receive notifications, especially of technical changes;
- ▶ Services used, function calls, etc.

- 5.5** The IFP shall be required to integrate the terms of service and other legal advice of DAT that are relevant in the respective case into its environment accordingly such that these are displayed clearly and in a timely manner to the respective users. In particular, the following copyright notice shall be displayed in the IFP's External Program each time VIN information is retrieved: *'The results of the VIN query and repair cost calculation contain manufacturer information to which Deutsche Automobil Treuhand GmbH holds the necessary rights for processing and publication.'* The IFP shall be required to adjust this copyright notice accordingly in its environment when requested in writing by DAT without undue delay, and no later than 3 business days counted from the time of receipt of the information at the IFP. DAT shall reserve the right to demand evidence of satisfaction of these obligations and/or conduct a review or audit of the IFP's External Program in accordance with the provisions of **section 13 of the Standard Terms and Conditions** without having to announce it in advance.

- 5.6** If the Interfaces, Software systems of DAT and/or data of DAT are harmed by the IFP, by individuals belonging to its organisation or by third parties using the Interfaces, Software systems or data with the knowledge or toleration or upon instruction of the IFP, the IFP shall be liable to pay compensation to DAT.

- 5.7** If DAT communicates changes or corrections of the data provided as part of the Software functions forming the subject matter of the contract, e.g. the deletion of individual data sets or parts hereof as well as additions of data sets, the IFP shall be required to rectify without undue delay the affected data sets or the Services and products produced from them, including if they are in customer-facing use in External Programs. In the case of the IFP not making a change or correction or doing so too late, the IFP shall indemnify DAT against all compensation claims, expenses and other obligations, including the costs of legal counsel incurred herefrom, and shall do so upon first request. The burden of proof shall not shift in this case.

6 LIMITS TO USE AND PROHIBITED CONDUCT (NETIQUETTE)

- 6.1** DAT shall only provide the Services for the use specified in the contract.

- 6.2** The IFP shall not be entitled to use measures, mechanisms or programs in connection with the Interface that can disrupt the function and operation of DAT Applications. The IFP shall not be permitted to implement any measures that may result in an unreasonable or excessive Load on



the technical capacity of DAT. In particular, the IFP shall not be permitted to block, overwrite or modify content generated on the part of DAT unless express written permission has been obtained from DAT. The IFP's right to advise of disruptions in coordination with DAT shall remain unaffected hereby, provided DAT has not already done this at the time of publication of the advice.

- 6.3 DAT may suspend access to or use by the IFP of DAT Applications if, in the judgement of DAT, there exists a significant threat to the functionality, security, integrity or availability of the DAT Applications or to the content, data or applications saved in them.
- 6.4 The IFP shall not be permitted to add elements (especially functions, results or content) or change, delete or otherwise modify elements of DAT Applications without the prior, explicit, written approval of DAT. In particular, the IFP shall not be permitted to copy, remove or otherwise use graphic elements or to try to decompile the source code of the DAT Applications. This shall not apply if decompiling is legally allowed under section 69e of the German Copyright Act (*Urheberrechtsgesetz, UrhG*).
- 6.5 The IFP shall not use any tools that interfere in the operation of DAT Applications (including in particular 'Bots', 'Hacks', etc.). The IFP shall also not offer or pitch any such tools. It shall especially be prohibited for the IFP to gain other benefits for itself by purposefully exploiting program errors for its own advantage ('Exploits').
- 6.6 DAT shall be entitled to use suitable measures and programs to uncover possible breaches by the IFP of the contract, and especially to investigate individual actions for plausibility and consistency with the terms of this **section 6**.
- 6.7 The IFP shall be required to keep any Logins and passwords received from DAT secret and take the necessary and customary protective measures against undesired misuse by third parties. The IFP shall be responsible for regularly updating Logins and passwords. The IFP shall furthermore be required to keep any licence numbers disclosed to it secret from third parties.
- 6.8 The IFP shall impose these obligations on its employees and vicarious agents in the same manner.
- 6.9 If the IFP enables third parties to use DAT Applications culpably and in breach of contract, the IFP shall reimburse DAT for the loss arising from this.
- 6.10 The provisions of this **section 6** shall not restrict DAT's right to termination, including extraordinary termination in particular, in accordance with the arrangements made with the IFP in **section 19 of the Standard Terms and Conditions**. Likewise, they shall not restrict the entitlement of DAT to exercise its virtual domiciliary right.
- 6.11 Provisions regarding unlawful content and the satisfaction of legal requirements as well as steps by DAT against inappropriate conduct shall be contained in the DAT Platform Terms of Service as applicable at the time of use, and these Terms of Service shall be binding for the IFP. The Platform Terms of Service applicable at any given time shall be included in section C. of the Terms and Conditions.



7 SUPPORT

The IFP shall, after attending an Interface workshop conducted by DAT, be entitled to contact the DAT Interface support team by email at interfaces@dat.eu in the scope of technical support.

8 AMENDMENTS OF THESE SPECIAL TERMS AND CONDITIONS AND CONTRACTUALLY STIPULATED PERFORMANCE

- 8.1 **Section 8 of the Standard Terms and Conditions** shall apply to any amendment of these Special Terms and Conditions and the contractually stipulated performance.
- 8.2 Furthermore, DAT shall reserve the right to make amendments to Interface specifications, data formats and data content. The data content shall be amended on an ongoing basis. DAT shall notify the IFP of an amendment of the Interface specifications and data formats in text form at least four (4) weeks before its planned effective date. If the IFP has registered for the corresponding newsletter of DAT, notifications of amendments may be communicated via this channel, too.
- 8.3 Amendments of the Interface specifications, data formats and data content may make it necessary for the IFP to make adjustments to its own IT systems. The IFP shall bear the costs of this.

9 COPYRIGHTS, INDUSTRIAL PROPERTY RIGHTS AND USAGE RIGHTS, RESTRICTIONS OF USAGE

- 9.1 DAT shall grant to the IFP the non-transferable, non-exclusive, simple rights, within Germany and limited to the term of the contract, to use DAT Applications, including in particular the associated data, databases, graphics, forms and text, after full payment of the remuneration owed under this contract, if any remuneration has been agreed, and such use shall be limited to the contractually stipulated scope of use, in accordance with **section 9.2 of these Special Terms and Conditions** in particular.
- 9.2 Unless otherwise explicitly agreed in writing between the Parties, the IFP shall use the DAT Applications via the Interface solely for testing and development purposes, for the adaptation of the IFP's own program to the DAT software systems and to enable the exchange of data between DAT's software systems and the IFP's program for shared CUSTOMERS of DAT and the IFP. Commercial use of the DAT Applications shall be prohibited. Any other use and/or exploitation of the software systems, programs and data of DAT, including in particular forwarding and/or provision to third parties for exclusive or commercial use, as well as any merging of DAT data with own data from the External Program shall be prohibited.
- 9.3 Any further use of the DAT Applications by the IFP shall require the conclusion of a separate licence agreement between the IFP and DAT.



10 IT SECURITY

- 10.1** The IFP shall take appropriate, suitable and documented IT security precautions in connection with the use of the Interface. This documentation shall be provided to DAT on request. The same shall apply to all applications or programs from third-party providers which are integrated into the Interface by the IFP.
- 10.2** The IFP shall be required to report to DAT any IT security incidents or indications thereof along with the information known about them via email to ticket@dat.de without undue delay. An IT security incident shall be a negative event that impairs the information security (i.e. the confidentiality, availability and/or integrity) of data, information, business processes, IT services, IT systems, IT applications or IT infrastructure of DAT and/or its CUSTOMERS. If DAT requests further information, this shall be provided to DAT as far as possible without undue delay.
- 10.3** If there exist indications of an IT security incident arising from the sphere of the IFP, DAT shall be entitled to block the Interface until further notice, without giving prior notice. The IFP shall not be able to derive any claims to compensation from DAT from this. The provisions in **section 16 of the Standard Terms and Conditions** regarding liability and disclaimers of liability shall remain unaffected hereby.

11 CONTRACTUAL PENALTY

Where the IFP breaches the contract provisions agreed between it and DAT culpably, including in particular the scope of the usage rights granted, the IFP shall pay to DAT a penalty which shall be determined by DAT in the individual situation at its discretion for each instance of contravention; the appropriateness of the penalty shall be reviewable by the competent court if requested by the IFP. The burden of proof shall not shift in this case. DAT shall remain entitled to assert claims for compensation in addition to the contractual penalty. In this case, contractual penalties claimed by DAT shall be offset against any greater claims for compensation by DAT.

12 TERMS OF PAYMENT

Unless another arrangement has been made on the order form, **section 14 of the Standard Terms and Conditions** shall apply to the terms of payment.

13 WARRANTY

The performance of DAT shall be limited to solely the provision of an option for accessing the Software functions forming the subject matter of the contract, to the extent agreed by contract. DAT shall not assume any warranty of uninterrupted access via the Interface and of constant availability of the functions forming the subject matter of the contract. The provisions of **section 4.4 of these Special Terms and Conditions** shall apply accordingly.



14 CONTRACT TERM/TERMINATION

Unless another arrangement has been made on the order form, the relevant provisions of **section 19 of the Standard Terms and Conditions** shall apply to the term and termination of the contract.

15 FINAL PROVISIONS

If individual provisions of these Special Terms and Conditions be or become invalid in whole or in part, this shall not affect the remainder of the contract between DAT and the IFP. The invalid provision shall be replaced by a valid provision that comes as close as possible to the legal, financial and factual aims of the invalid provision.



B. SPECIAL TERMS AND CONDITIONS FOR THE RESPECTIVE SERVICE

III. SPECIAL TERMS AND CONDITIONS FOR STUDIES OF RESIDUAL VALUE

1 SUBJECT MATTER GOVERNED

- 1.1 Deutsche Automobil Treuhand GmbH ('DAT'), Hellmuth-Hirth-Straße 1, 73760 Ostfildern, registered at Stuttgart local court under the number HRB 214549, VAT identification number DE 147826142, offers services in relation to the performance of studies of the forecast residual value of a vehicle ('Studies').
- 1.2 These Special Terms and Conditions for Studies of Residual Value shall supplement the respective applicable Standard Terms and Conditions ('Standard Terms and Conditions') agreed with the CUSTOMER in relation to the performance of studies by DAT and the use by the CUSTOMER of such studies. The provisions of the Standard Terms and Conditions shall retain their validity insofar as they are not modified by more specific arrangements in these Special Terms and Conditions.

2 SCOPE OF APPLICATION

- 2.1 These Special Terms and Conditions, along with the Standard Terms and Conditions, shall apply to all contracts between DAT and the CUSTOMER (collectively the 'Parties') for the paid performance of a Study.
- 2.2 The CUSTOMER accepts the applicability of these Special Terms and Conditions as a contractual basis for the offer of performance by DAT. Deviating or conflicting terms and conditions of the CUSTOMER shall not be recognised by DAT and shall not apply unless DAT has explicitly agreed to them; this provision shall apply even if the deviating or conflicting terms and conditions of the CUSTOMER are mentioned explicitly in documents that become components of the contract.

The Standard Terms and Conditions and the Special Terms and Conditions that apply at any given time can be viewed by the CUSTOMER at www.dat.de/unternehmen/rechtliches/termsandconditions during the order process or at any other time and can be saved and printed by the CUSTOMER at that location.



3 SCOPE OF PERFORMANCE

- 3.1 The CUSTOMER shall receive a Study of the forecast residual value of the vehicle requested by the CUSTOMER. The Study shall comprise the calculation and supply of forecasts of residual value as well as an analysis section by DAT.
- 3.2 The Study shall pertain solely to the German market unless otherwise agreed.
- 3.3 Further arrangements, for example in relation to the scope and approach of the Study as well as a (preliminary) project schedule containing the planned phases, tasks and dates, shall be set forth in a quotation from DAT.
- 3.4 The Study shall be presented to the CUSTOMER either in person or using remote services such as Microsoft Teams. DAT shall provide the Study to the CUSTOMER as an emailed PDF document in German or English. The Parties shall set the dates for the submission of the Study and presentation of the Study.
- 3.5 DAT shall take efforts to provide the Study to the CUSTOMER by the time set out on the quotation. DAT shall usually provide the CUSTOMER with the Study within approximately 6 weeks of confirmation by the CUSTOMER of the quotation and of receipt of all relevant data and information. If delays are to be expected, DAT shall inform the CUSTOMER of this at an early stage.

4 DUTIES OF COOPERATION BY THE CUSTOMER

- 4.1 The CUSTOMER shall be required to provide DAT with all information required for the performance of the Study on time, in full and without charge and to render all cooperation necessary in a timely fashion.
- 4.2 The cooperation to be rendered shall be communicated in writing to the CUSTOMER by DAT, with text form being sufficient, and set out on the quotation if possible.
- 4.3 The information to be provided and cooperation to be rendered by the CUSTOMER shall include in particular:
 - a) detailed information about the list prices, series configurations and special configurations no later than six weeks before the Study delivery date;
 - b) technical data and information for better positioning;
 - c) the expected sales figures; and
 - d) the vehicle shall be provided to DAT for inspection in advance and at least two weeks before the Study delivery date, and test drives shall be made possible to enable a precise forecast of the residual value. The date and place shall be coordinated between the Parties.
- 4.4 The performance owed by the CUSTOMER shall be a requirement for the contractually compliant performance by DAT of the Study. If the CUSTOMER's performance is not as contractually provided, the failures, costs and delays arising from that shall not constitute a breach by DAT of



(contractual) obligation. The CUSTOMER shall not be able to derive any claims to compensation from DAT from this.

- 4.5** The CUSTOMER shall be responsible for the transmission of information to DAT being sufficiently protected and secured. If requested by the CUSTOMER, the communication between the Parties shall be encrypted and/or password-protected. If DAT does not receive any corresponding written instructions from the CUSTOMER, DAT shall be entitled to communicate with the CUSTOMER by email without encryption or password protection.

5 POINTS OF CONTACT

The Parties shall designate at least one point of contact who shall be available to clarify issues and authorised to provide legally effective information and make decisions.

6 ACCEPTANCE

- 6.1** Acceptance of the Study shall be declared by no later than the time of presentation of the Study in accordance with **section 3.4 of these Special Terms and Conditions** provided there do not exist any significant defects. Defects in a Study shall be categorised as follows:

Type of defect	Description	Examples
Significant defects	Significant parts/sections are incorrect/unusable. They contain incorrect statements regarding significant matters.	Significant aspects of the project subject matter have not been investigated as agreed. The content is objectively wrong or has significant statements that are contradictory.
Insignificant defects	The document contains statements which must later be corrected or supplemented in relation to certain matters. However, the overall outcome is not influenced by this.	Defect in details/presentation of certain facts. Typographical or other formal errors.

- 6.2** If there exist insignificant defects, the Study shall be deemed performed as contractually provided.
- 6.3** For significant defects, the provisions of **section 15 of the Standard Terms and Conditions** shall apply.



7 REMUNERATION

- 7.1** By concluding the contract, the CUSTOMER commits to paying the fixed fee, based on the underlying pricing model, for the performance of the Study of residual value as agreed between the Parties.

The remuneration shall correspond to the net amount in euros exclusive of value added tax, allowed expenses and other charges, which shall be invoiced by DAT separately based on its actual expenditure.

- 7.2** Travel expenses (transport and accommodation) that DAT incurs in connection with the Study shall generally be borne by the CUSTOMER unless the Parties agree otherwise.

The CUSTOMER shall be entitled, at its own expense, to organise and book travel of DAT that is necessary for the purpose of inspections and/or test drives in close coordination with DAT.

- 7.3** Invoicing shall be done as agreed on the quotation/order form and usually after acceptance in accordance with **section 6 of these Special Terms and Conditions**.

8 CHANGE REQUESTS

- 8.1** If the CUSTOMER, after commissioning the Study, desires changes to things such as the content or scope of the Study, this shall be requested from DAT in writing (email sufficient) (hereinafter '**CUSTOMER Request**'). DAT shall inform the CUSTOMER within 10 days of receipt of the CUSTOMER Request whether these changes can be implemented by DAT. If there is no response to the CUSTOMER within 10 days, the CUSTOMER Request shall be deemed rejected and therefore not form part of the contract.

- 8.2** The CUSTOMER shall have no entitlement to acceptance by DAT of the CUSTOMER Request. In particular, a CUSTOMER Request can be rejected if its acceptance may jeopardise the project's planned progress. DAT shall be entitled to bill the CUSTOMER for expenses incurred for the assessment of the CUSTOMER Request at the respective applicable hourly/daily rates.

- 8.3** Insofar as a change request has impacts on the agreed costs or dates, DAT shall be entitled to a reasonable increase in remuneration and adjustment of the agreed dates.

Where a change request reduces expenditure, the CUSTOMER shall be entitled to demand a reduction of the remuneration. However, DAT shall be entitled to reimbursement of the expenditure already incurred at DAT through the original scope of the project.

Changes in remuneration and/or dates caused by a change request shall be agreed in writing by the Parties, with text form being sufficient for this.



9 AMENDMENTS OF THESE SPECIAL TERMS AND CONDITIONS AND CONTRACTUALLY STIPULATED PERFORMANCE

Section 8 of the Standard Terms and Conditions shall apply to any amendment of these Special Terms and Conditions and the contractually stipulated performance.

10 COPYRIGHTS, INDUSTRIAL PROPERTY RIGHTS AND USAGE RIGHTS, RESTRICTIONS OF USAGE

- 10.1** DAT shall, in respect of the Study, grant to the CUSTOMER the exclusive right, without restriction on time, to use the Study and the content contained in it for internal business purposes within Germany, including the right to reproduce and edit it, following full payment of the remuneration owed under the contract. Forwarding of the Study to third parties, including affiliated entities, shall only be permitted when complying with **section 10.3 of these Special Terms and Conditions**.
- 10.2** DAT shall reserve the right to archive the Study, including the content contained in it, and use it for internal purposes and to use the know-how acquired as part of the project without limitation, e.g. to develop new products, studies or outcomes based on this know-how and to sell, license or assign them to third parties, even if they are similar to the Study authored for the CUSTOMER. The obligation to treat the information provided by the CUSTOMER as confidential shall remain unaffected hereby. The information and images used by DAT as part of this contract are protected by copyright. All rights reserved.
- 10.3** If the CUSTOMER wishes to forward the Study to third parties, e.g. banks, leasing companies or insurance companies, this shall require i) the prior written approval of DAT and ii) the issue and furnishment of a confirmation by the third parties to DAT that they shall treat the Study as confidential and that DAT shall have no liability towards them (a 'non-reliance letter').

11 TERMS OF PAYMENT

Unless another arrangement has been made on the order form, **section 14 of the Standard Terms and Conditions** shall apply to the terms of payment.

12 LIMITATION OF LIABILITY

- 12.1** The performance of DAT shall be limited solely to the provision of the Study.
- 12.2** The Study shall be based on the information provided by the CUSTOMER and on forecasts and predictions of the future development of certain facts and market conditions on which DAT has no influence. For this reason, DAT shall not owe correct valuations, forecasts or predictions, but rather merely a subjective analysis, based on the experience of DAT, of the information provided by the CUSTOMER and of the assessments and forecasts based on that information. DAT shall



accordingly accept no responsibility or liability for the content and results of the Study being current, correct and complete or for the forecast developments or results materialising as these are beyond the control of DAT.

13 CONTRACT TERM/TERMINATION

Unless another arrangement has been made on the order form/quotation, the contract term shall end upon fulfilment of the respective contractual obligations.

14 FINAL PROVISIONS

If individual provisions of these Special Terms and Conditions be or become invalid in whole or in part, this shall not affect the remainder of the contract between DAT and the CUSTOMER. The invalid provision shall be replaced by a valid provision that comes as close as possible to the legal, financial and factual aims of the invalid provision.



B. SPECIAL TERMS AND CONDITIONS FOR THE RESPECTIVE SERVICE

IV. SPECIAL TERMS AND CONDITIONS FOR USE OF THE PLATFORM REPAIRPEDIA ('REPAIRPEDIA PLATFORM' OR 'REPAIRPEDIA')

1 SUBJECT MATTER GOVERNED

These Special Terms and Conditions for Use of the RepairPedia Platform shall govern (i) access to and use of the RepairPedia Platform provided by DAT at www.repair-pedia.eu as well as (ii) retrieval and use of repair guides and other repair data such as updates from the Vehicle Technology and Painting Interest Group (IFL) and other technical information (hereinafter '**Repair Information**') via the RepairPedia Platform (hereinafter collectively '**RepairPedia Services**'). The licence fee for use of the Repair Information shall be shown on the portal or as part of the order.

These Special Terms and Conditions shall supplement the respective applicable Standard Terms and Conditions ('**Standard Terms and Conditions**') agreed with the CUSTOMER. Furthermore, the respective applicable Platform Terms of Service ('**Platform Terms of Service**') agreed with the CUSTOMER shall apply. The provisions of the Standard Terms and Conditions and Platform Terms of Service shall retain their validity insofar as they are not modified by more specific arrangements in these Special Terms and Conditions or on the order form/quotation.

2 SCOPE OF APPLICATION

- 2.1 These Special Terms and Conditions, along with the Standard Terms and Conditions, shall apply to all contracts between DAT and the CUSTOMER for the provision and use of RepairPedia Services.
- 2.2 The CUSTOMER accepts the applicability of these Special Terms and Conditions as a contractual basis for the offer of performance by DAT. Deviating or conflicting terms and conditions of the CUSTOMER shall not be recognised by DAT and shall not apply unless DAT has explicitly agreed to them; this provision shall apply even if the deviating or conflicting terms and conditions of the CUSTOMER are mentioned explicitly in documents that become components of the contract.

The Standard and Special Terms and Conditions that apply at any given time can be viewed by the CUSTOMER at www.dat.de/unternehmen/rechtliches/termsandconditions during the order process or at any other time and can be saved and printed by the CUSTOMER at that location. The respective applicable Platform Terms of Service shall be included in section C. of the Standard Terms and Conditions.

- 2.3 If the conclusion of the contract for use of the RepairPedia Services does not take effect in accordance with the provisions of **section 2 of the Standard Terms and Conditions**, the contract between DAT and the CUSTOMER shall be concluded through acceptance of the Standard Terms



and Conditions and Special Terms and Conditions for RepairPedia Services when the CUSTOMER first registers.

3 ELECTRONIC COMMUNICATION

- 3.1** When the CUSTOMER uses a RepairPedia Service or sends emails, text messages or other communication to DAT from the CUSTOMER's computer or mobile device, the CUSTOMER shall communicate with DAT electronically. DAT shall communicate electronically with the CUSTOMER in a variety of manners, e.g. via email, text message, in-app push notification or also publication of electronic messages or other communication on the DAT website or as part of other RepairPedia Services such as the RepairPedia hotline or the 'PROFILE' section. The CUSTOMER shall agree to receiving electronic communication from DAT and shall agree to all approvals, notifications, publications and other communication communicated by DAT to the CUSTOMER electronically not requiring written form in this respect, unless mandatory statutory provisions require another form of communication.

4 COPYRIGHTS AND DATABASE RIGHTS

- 4.1** The entire contents of the RepairPedia Platform and RepairPedia Services shall be the intellectual property of DAT or of third parties which supply content or provide it on RepairPedia and shall be protected by German and international copyrights and database rights.
- 4.2** The CUSTOMER shall not extract and/or reuse parts of a RepairPedia Service systematically without the explicit written approval of DAT. In particular, the CUSTOMER shall not use data mining, robots or similar data collection and extraction programs to extract parts of a RepairPedia Service for reuse (whether one or multiple times) without the explicit written approval of DAT. Furthermore, the CUSTOMER shall not produce, have produced, copy or in some other way reproduce and/or publish a database of its own which contains parts of a RepairPedia Service, Repair Information or other content of the RepairPedia Platform without the explicit written approval of DAT. Unauthorised distribution, reproduction, commercial exploitation or other breach of the industrial property rights and copyrights of DAT or the respective licensor shall attract civil legal action and/or criminal prosecution.
- 4.3** Brands, company logos, other markings or protection marks, copyright marks, serial numbers and other attributes used for identification shall not be removed or modified.

5 ACCOUNT, CUSTOMER OBLIGATIONS

- 5.1** For the contractual use of the services, the CUSTOMER shall be required, at its own expense, to have the appropriate hardware, operating system software and communication and internet access points available within the CUSTOMER's own IT system environment and operate, maintain and update them. DAT shall not have any responsibility or liability when the services cannot be used as contractually intended insofar as this is based on the CUSTOMER not satisfying the



preceding obligations in full or in part. The obligations of the CUSTOMER to provide remuneration shall remain unaffected in this case. All hardware and communication and internet access points of the CUSTOMER shall be located only and exclusively in the territory of the country in which the CUSTOMER has its registered domicile. If the CUSTOMER operates its IT environment in other countries, it shall inform DAT of this in good time and obtain the written approval of DAT from DAT before utilising the services.

- 5.2 The CUSTOMER shall treat the RepairPedia Platform login details ('Account'), consisting of the username, password and CUSTOMER number, as confidential and protect them appropriately against unauthorised access and discovery. Under no circumstances may this information be disclosed to third parties. The CUSTOMER shall be responsible for regularly updating login details and passwords, except for the CUSTOMER number. The CUSTOMER shall inform DAT without undue delay if it must be presumed that an unauthorised individual has gained knowledge of the password or that the password has been used without authorisation or that this is possible.
- 5.3 The CUSTOMER shall impose these obligations on its employees and vicarious agents in the same manner.
- 5.4 The CUSTOMER shall be responsible for all activities, actions and content in its account, including ones by or from third parties, whether deliberate or unintentional. If the CUSTOMER enables third parties to use the services culpably and in breach of contract, the CUSTOMER shall reimburse DAT for the loss arising from this.
- 5.5 The CUSTOMER shall ensure that the information transmitted to DAT is correct and complete and shall inform DAT of any and all changes without undue delay or update it in its account. The CUSTOMER shall report changes and updates to its contractually relevant information, e.g. data provided as part of registration, in the 'My Data' section of myDAT Services.

6 CUSTOMER CONTENT, BREACH OF THIRD-PARTY RIGHTS, STEPS AGAINST INAPPROPRIATE CONDUCT AND FOR THE SATISFACTION OF LEGAL REQUIREMENTS, INDEMNIFICATION

- 6.1 Where users of the RepairPedia Platform have the possibility of writing reviews, comments or other content and sending them to DAT (hereinafter collectively '**CUSTOMER Content**'), the CUSTOMER shall not contribute to the RepairPedia Platform or transmit any CUSTOMER Content that is unlawful or contrary to public policy. The same shall apply to display names created by the CUSTOMER. Adherence to the provisions of DAT in the Platform Terms of Service shall be mandatory (see **section 6.3 of these Special Terms and Conditions**).
- 6.2 The CUSTOMER shall only use the RepairPedia Platform and RepairPedia Services when it is using its correct email address and has provided its name/company name correctly and has provided all other content correctly.
- 6.3 Provisions regarding unlawful content and the satisfaction of legal requirements as well as steps by DAT against inappropriate conduct shall be contained in the DAT Platform Terms of Service as applicable at the time of use, and these Terms of Service shall be binding for the CUSTOMER.



- 6.4** The CUSTOMER shall be required to indemnify DAT against all compensation claims, expenses and other obligations, including the costs of legal counsel, which arise from a culpable breach of **section 6.1 of these Special Terms and Conditions** through non-contractual use of the services by the CUSTOMER and to hold DAT harmless. The burden of proof shall not shift in this case.

DAT shall be required to inform the CUSTOMER without undue delay if a third party asserts such claims against DAT. DAT shall be required not to recognise the alleged breach of rights and not to engage in matters regarding the alleged breach without consulting with the CUSTOMER beforehand. DAT shall leave the defence against the claims made against DAT with the CUSTOMER as far as possible, or offer such to the CUSTOMER, and shall support the CUSTOMER in this as much as possible. DAT shall be entitled to conduct the defence against the claims made against DAT itself.

- 6.5** The foregoing indemnification obligation shall not apply insofar as the claim made against DAT arises from DAT not treating unlawful CUSTOMER content in accordance with the provisions of the Platform Terms of Service.

7 RIGHTS OF USE, PROHIBITED USE AND CONTRACTUAL PENALTY

- 7.1** Supplementing Standard Terms and Conditions **section 9 Copyrights, Industrial Property Rights and Usage Rights**, the following shall apply to RepairPedia Services:
- 7.2** Use shall be limited to the number of users at the CUSTOMER's company as specified in the licence agreement as well as to use within the Federal Republic of Germany unless a deviating agreement is made.
- 7.3** The retrieved documents shall only be used by the CUSTOMER for its own purposes. Any commercial disclosure, including in particular the selling, renting, leasing or lending of information retrieved via the RepairPedia Platform, such as Repair Information, shall be prohibited. In particular, it shall be prohibited to collect or reproduce Repair Information and other elements or content of the RepairPedia Platform or copy them to other data carriers or store them on retrieval systems. Repair Information may only be used within the Federal Republic of Germany. Disclosure and use in third countries outside the Federal Republic of Germany is prohibited.
- 7.4** It shall be prohibited to store downloaded data on a permanent basis. Reference is explicitly made to the CUSTOMER's erasure obligation in **Standard Terms and Conditions section 9.6**. Storage of content retrieved via the RepairPedia Platform shall be exempt from this where it is required under statutory and/or government requirements.
- 7.5** DAT shall be entitled to take technical precautions which prevent use beyond the scope allowed by contract. The CUSTOMER shall be required to provide DAT with the information and documents required for reviews.
- 7.6** Where the CUSTOMER breaches the contract provisions agreed between it and DAT culpably, including in particular the scope of the usage rights granted, the CUSTOMER shall pay to DAT a penalty which shall be determined by DAT in the individual situation at its discretion for each instance of contravention; the appropriateness of the penalty shall be reviewable by the competent court if requested by the CUSTOMER. The burden of proof shall not shift in this case. DAT shall remain entitled to assert claims for compensation in addition to the contractual penalty. In



this case, contractual penalties claimed by DAT shall be offset against any greater claims for compensation by DAT.

8 ADDITIONAL TERMS AND CONDITIONS FOR THE USE OF REPAIR INFORMATION

8.1 Scope of application

DAT shall offer the CUSTOMER German-language Repair Information in PDF format or another electronic format on the RepairPedia Platform ('Products') for use in accordance with the contractual provisions. DAT shall source this Repair Information either in the original version from the manufacturers themselves or from independent data suppliers. Supplementing the agreements already made in the Standard Terms and Conditions and these Special Terms and Conditions, the following provisions shall apply to the retrieval and use of Repair Information.

8.2 Contract conclusion

The placement of the order by the CUSTOMER shall constitute an offer by the CUSTOMER to DAT for the conclusion of a contract between DAT and the CUSTOMER for use of the relevant Product. When the CUSTOMER places an order via the RepairPedia Platform, the CUSTOMER shall receive a message confirming receipt of its order (order confirmation). This order confirmation shall not constitute acceptance of the offer; instead, it shall only be intended to inform the CUSTOMER of its order being received at DAT. A licence agreement shall only take effect when the ordered product is provided to the CUSTOMER for downloading or viewing and if necessary this is confirmed by a delivery note. The order confirmation and delivery note shall be placed in the 'PROFILE' section and, if applicable, also sent by email.

8.3 Licence fee, credit balance model, billing of VIN queries

DAT shall charge a licence fee, in the form of flat fee payments, to the CUSTOMER for the RepairPedia Services.

The licence fee shall be payable and due in advance for the relevant contract year. After receipt of an invoice from DAT, the CUSTOMER shall pay the flat fee amount selected by it to a bank account of DAT and may use a limited number of Repair Information retrievals from this credit balance in the relevant contract year. Credit shall expire if it is not utilised by the CUSTOMER at the end of a contract year.

VIN queries shall not be covered by the credit balance/flat fees and shall be billed to the CUSTOMER separately at the respective applicable prices. VIN query billing shall be done at the start of a calendar month for the VIN queries performed by the CUSTOMER in the preceding calendar month.

8.4 Prices

All prices shall be in euros and subject to the additional applicable statutory VAT.



8.5 Billing

DAT shall prepare invoices and send them by post to the address provided by the CUSTOMER or by email to the email address provided by the CUSTOMER. The CUSTOMER shall agree to invoices being sent electronically by email. In the case that a change of address has not been communicated by the CUSTOMER, DAT shall be entitled to bill the CUSTOMER for the address investigation costs incurred. The company address and billing address shall be identical and be located within Germany.

8.6 Due date

All invoices by DAT shall be due for payment immediately unless otherwise agreed.

8.7 Payment methods

Unless otherwise agreed, the CUSTOMER's payments shall be made by bank transfer to a bank account specified or provided by DAT.

8.8 Offsetting, right of retention

The CUSTOMER may offset claims from DAT or exercise a right of retention only in respect of counterclaims that are undisputed or upheld by conclusive legal proceedings.

8.9 Default on payment

If the CUSTOMER defaults on payment, DAT shall be entitled to exercise its right of retention for the duration of the default and block the services for the CUSTOMER. In the case of a default on payment, DAT shall also be entitled to demand damages in the amount of the direct-debit denial charges incurred by DAT for each justified direct debit that has failed. The CUSTOMER's payment obligation shall remain in effect even in the event that DAT exercises its right of retention. Furthermore, DAT shall be entitled to extraordinary termination in accordance with **Standard Terms and Conditions section 19.2**.

8.10 Provision of Repair Information

Unless otherwise agreed, the Repair Information shall be provided electronically.

8.11 Requirement for orders

Unless otherwise agreed, the CUSTOMER shall only be entitled to make an order when its registered domicile is in Germany. DAT shall reserve the right to decline or not fulfil clients domiciled outside of Germany and corresponding orders.

8.12 Defective Repair Information

The provisions of **Standard Terms and Conditions section 15** shall apply to defects in Repair Information. Supplementing the above, DAT advises that Repair Information is subject to regular updates. It is therefore recommended to always use the latest Repair Information retrievable on the RepairPedia Platform.



9 AMENDMENTS OF THESE SPECIAL TERMS AND CONDITIONS AND CONTRACTUALLY STIPULATED PERFORMANCE

Section 8 of the Standard Terms and Conditions shall apply to any amendment of these Special Terms and Conditions and the contractually stipulated performance.

10 FINAL PROVISIONS

If individual provisions of these Special Terms and Conditions be or become invalid in whole or in part, this shall not affect the remainder of the contract between DAT and the CUSTOMER. The invalid provision shall be replaced by a valid provision that comes as close as possible to the legal, financial and factual aims of the invalid provision.



C. PLATFORM TERMS OF SERVICE SILVERDAT PRODUCT RANGE ("HOSTING" SERVICES)

Status: 16 February 2024

These Platform Terms of Service contain provisions, processes and notifications for the implementation of Regulation (EU) 2022/2065 of the European Parliament and of the Council (Digital Services Act, hereinafter referred to as "DSA"). The DSA regulates the provision of certain digital intermediary services in the EU and sets out rules for the role of providers as well as requirements for content moderation and transparency obligations. These provisions only apply to you if you use an application of the SilverDAT product range (hereinafter "SilverDAT"), which falls within the scope of the DSA and therefore offers the option of storing information provided by the user on his behalf.

1 ILLEGAL CONTENTS

You (the CUSTOMER) are obliged to use SilverDAT and any content posted by you - irrespective of its form - in a lawful manner and not to use SilverDAT to publish content or transmit messages that are or whose posting (is)

- ▶ immoral, pornographic, racist or offensive in any other way,
- ▶ contain defamatory, offensive, threatening, obscene material, material harmful to minors, material contrary to public decency or material that jeopardises the protection of minors,
- ▶ offends the religious and cultural interests of other users and/or customers or are discriminatory in any other way,
- ▶ biased or deliberately untrue,
- ▶ infringes the rights of third parties, in particular copyrights,
- ▶ breaches applicable laws in any other way or constitute a criminal offence, such as the sharing of images of child sexual abuse, the unlawful sharing of private images without consent, cyber-stalking,
- ▶ contains viruses or other computer programs that may damage software or hardware or impair the use of computers,
- ▶ are surveys or chain letters or disguised advertising, or
- ▶ serve the purpose of collecting and/or using personal data from other customers and/or users, in particular for business purposes,
- ▶ contain terrorist content.

You are also obliged,

- ▶ not to carry out or disclose any benchmarking or availability tests of the software,



- ▶ not to conduct or disclose any performance or vulnerability testing of the software without prior written authorisation of Deutsche Automobil Treuhand GmbH, and not to conduct or disclose any network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; and
- ▶ not to use the software to carry out cyber or cryptocurrency mining.

2 MEASURES AGAINST INAPPROPRIATE BEHAVIOUR BY CUSTOMERS AND OTHER USERS

DAT may in particular take the following measures if there are concrete indications that a customer and/or user is violating statutory provisions, third-party rights or these platform terms of use, or if DAT has another legitimate interest, in particular to protect other customers or users:

- ▶ Warning customers or users,
- ▶ Deleting details, images etc.
- ▶ temporary, partial or permanent blocking.

DAT may also permanently exclude a customer or other user from active use of SilverDAT (permanent block) if they have provided false contact details when registering, in particular a false or invalid e-mail address, if they cause significant damage to other customers or if there is other good cause.

As soon as a customer or other user has been temporarily or permanently blocked, they may no longer use SilverDAT with other customer or user accounts and may not log in again.

3 CONTACT MECHANISM FOR REPORTING AND REDRESS PROCEDURES PURSUANT TO ART. 16 DSA

You can report any illegal content within SilverDAT especially by using the support request under myDAT Services or by e-mail to kundendienst@dat.de.

Your notification must contain the following information:

- ▶ a duly substantiated explanation of why the information in question is considered illegal content;
- ▶ a clear indication of the exact electronic storage location of this information, such as the precise URL address or addresses, or, if necessary, further information relevant to the type of content to identify the illegal content;
- ▶ Your name and email address, unless the information is considered to relate to a criminal offence referred to in Articles 3 to 7 of Directive 2011/93/EU;
- ▶ Declaration that you believe in good faith that the information and statements contained in the notification are correct and complete.



4 CONTACT POINT PURSUANT TO ARTICLES 11, 12 DSA

The following e-mail address is the contact point for Member State authorities, the Commission, the body referred to in Article 61 DSA and users of the services: kundendienst@dat.de

Contact is possible in the following languages: German, English.