

Licence Agreement



for the delivery and provision of usage rights to the software selected below.

Please fill out and fax to 0121 5431243.

In case of inquiries about the licence contract, please telephone 0121 5431234.

I (we) hereby order:

Quantity

Single user licence(s) technology package
EWOS Technology TruckProfi (technical data truck)
Annual fee POA
Annual fee with semiannual payment POA

Single user licence(s) technology package
EWOS Technology CarProfi (technical data car)
Annual fee POA
Annual fee with semiannual payment POA

Single user licence(s) technology package
EWOS Technology Premium Package (technical data car and truck)
Annual fee POA
Annual fee with semiannual payment POA

The license period is a minimum of 12 months and will each automatically extend by further periods of 12 months if not cancelled in writing 3 months before the end of the respective reference year at the latest. The reference year begins with the date of activation.

Charging of the annual fee will be made initially following our confirmation to you that the license content is available. All amounts are exclusive of the legally applicable value added tax at the time of delivery which shall be charge in addition.

EUROPART UK will be entitled to add a processing fee equal to 2.5% of the annual premium if it agrees, in its discretion, to permit payment by semi-annual payments. EUROPART UK reserves the right to change the price and content of the licenses from time-to-time without reference to you.

You will receive updates concurrently for continuous updating. All updating and delivery costs due for the corresponding reference year are contained in the licence fee for that year.

The licence provisions that will govern our relationship can be found on the reverse of this page. No provisions you purport to include on any documentation passing between us will have any legal effect.

Company: _____ Name of Ordering Party: _____

Street: _____ Telephone: _____

Postcode/Town: _____ Fax: _____

Your Customer No.: _____ Email: _____

I (we) have read and understood the terms for use of the aforementioned software and am (are) in agreement.

Location/Date

Signature and company stamp of subscriber

Direct Debit Authorization

I/we hereby revocably authorize European Truck Parts Limited, registered in England and Wales under number 02025420 whose registered office is at Unit 1B Demuth Way, Oldbury West Midlands, B69 4LT trading as EUROPART UK to withdraw the fees for use of the technology package EWOS in advance from the following account by direct debit.

Last name, first name of account holder: _____

Account number: _____ Bank sort code: _____

Bank name: _____

Location/Date

Signature of account holder

Licence Terms



1. Object of the Contract

- 1.1. Use of the EWOS technology is only provided on the condition that you accept all terms of the license contract ("the contract"). Please read the terms carefully.
- 1.2. If you do not accept these terms, EUROPART UK is not prepared to grant you access to the EWOS technology.
- 1.3. This contract is concluded for a period of one year. It will be extended by successive periods of one year unless it is cancelled in writing by you to EUROPART UK not less than three months before the contract year expires.
- 1.4. You may use the data for your normal business operations during the agreed time period subject to:
 - 1.4.1. EUROPART UK reserves all copyrights in all data you receive. This applies in particular for all utilization and duplication rights.
 - 1.4.2. The license holder is not permitted to duplicate, sell, lease, loan or otherwise make the data accessible without previous approval by EUROPART UK.
 - 1.4.3. EUROPART UK will charge for this service at the aforementioned premium (plus the legally applicable value added tax) depending on the selected field. EUROPART UK will be entitled to levy an addition processing fee equivalent to 2.5% of the annual premium should it permit you to pay on a semi-annual basis.
- 1.5. The annual or semi-annual premium is due immediately after signing the contract. Payment methods other than annual or semi-annual are not possible.
- 1.6. The license holder shall indemnify EUROPART UK for damages that result from any losses that EUROPART UK suffers arising from misuse of copyright by the license holder. In the case of material breach of contract by the license holder, EUROPART UK shall be entitled immediately to terminate this contract and the license holder's usage rights for the data without compensation.
- 1.7. EUROPART UK guarantees that the system and the service will work fundamentally according to the functional scope of a technical information program.
- 1.8. Although the greatest care was taken to ensure that the compilation of data is correct and complete, any and all liability for damages, losses or injuries caused by errors or omissions in the data is excluded to the fullest extent permitted by law. EUROPART UK's liability will in no case exceed the license fee paid for the year in which an incident occurs by the license holder. The warranty and warranty restrictions are valid regardless of whether the license holder accepts, uses or relies on the data or not.
- 1.9. You have explicitly approved the use of your personal data in the manner described in the confidentiality statement. Personal data entered in the license order form will be saved, processed and forwarded to EUROPART UK, the copyright holder of the program, whose servers are based in Germany. This data will only be used to generate an access code (site key) for the program. For the fulfilment of services, personal data collected by EUROPART UK can be called up and used as far as is required to fulfil the services.
- 1.10. EUROPART UK will not forward your personal data to third parties if you have not granted your approval for it to do so.
- 1.11. EUROPART UK is authorised at all times to assign or transfer its rights and obligations from this software contract to an affiliated company.

2. Acceptance of Terms

EUROPART UK will provide you with services under the following service terms. We may update these terms from time to time without informing you. You can always find the most current version for EWOS at: <http://www.europart.net>

3. Service Description

- 3.1. EUROPART UK currently provides users with access to a large collection of technical data ("the data") via its network ("the service"), whereby this service is delivered under the name EWOS technology. Insofar as not otherwise explicitly indicated, this includes all new functions that augment or expand the current service, including the updating of the data. You understand and agree that the service is provided "as-is".
- 3.2. You are responsible for access to the service, whereby this access may require fees to third parties (such as internet service providers or telephone costs). You are responsible for these fees. In addition, you must provide all devices necessary for access to the service that also lie within the scope of your responsibility.

4. Your Registration Requirements

- 4.1. With regard to your use of the service, you are required:
 - a) to provide truthful, accurate, current and complete data about yourself as it is required in the service registration form (this information is the "registration data") and
 - b) to maintain and update the registration data without delay so that it remains truthful, accurate and complete.
- 4.2. If you provide false, inaccurate, outdated or incomplete information, or if EUROPART UK has sufficient reason to suspect this, EUROPART UK has the right to suspend or terminate your account and to deny you any current or future use of the service (or parts thereof).

5. Confidentiality Principles

The registration data and certain other information about you will be held securely by us and at all times be subject to our confidentiality principles.

6. Customer Account, Password and Security

- 6.1. Upon completion of the registration process, you will receive a user name and password. You are responsible for ensuring that the password and account are handed with confidentiality and you bear the responsibility for all actions that occur under your password or on your account.
- 6.2. You are required:
 - a) to inform EUROPART UK immediately of any actual or suspected unauthorised use of your password or account or any other security violation; and
 - b) to ensure that you have logged out of your account at the end of each session.
- 6.3. EUROPART UK can and will accept no liability for losses or damage that result from your failure to follow the provisions of this conditions 6.

7. Special instructions for International Use

In consideration of the global nature of the internet, you are required to comply with all local regulations with regard to online behaviour and acceptable content. In particular, you are required to comply with all applicable laws regarding the transmission of data out of the European Union into your country.

8. Resale of Service

You are prohibited from reproducing, duplicating, copying, selling, reselling or exploiting for any purpose any part of the service, use of the service or access to the service.

9. Modification of Service

EUROPART UK reserves the right to change or adjust the service (or parts thereof) from time to time with or without notification. You agree that EUROPART UK is not liable to you or third parties for changes, interruptions or termination of the service.

10. Proprietary Rights

- 10.1. EUROPART UK guarantees you a personal, non-transferable and non-exclusive right and license to use the object code of its software and/or the data on a single computer, so long as you refrain (and prevent third parties) from copying, changing or creating a derivative of the software and/or the data, from decompiling or reverse engineering or selling the source code by any means and from purporting to grant a legal, equitable or beneficial right in sub-license or transferring other rights thereto.
- 10.2. You are prohibited from altering the software and/or the data in any manner or form and from using altered versions of the software, including (without restriction) for the purposes of unauthorised access to the service. You are required to access the service exclusively through the interface provided by EUROPART UK for this purpose.

11. Exclusion of Warranty

- 11.1. You understand and explicitly agree that: you use the service exclusively at your own risk. The service is provided "as-is" and "as available". EUROPART UK explicitly disclaims all claims which might arise for losses alleged to have arisen as a result of any other term of this contract or for any term alleged to be implied into it by statute or custom & practice relating to the service's quality, availability or suitability for a specific purpose.
- 11.2. EUROPART UK does not guarantee that the service will fulfil your requirements, that the service will be uninterrupted, timely, secure and error-free, that the results obtained from using the service are accurate or reliable, that the quality of products, services, information or other materials that are licensed or obtained by you through the service will meet your expectations and that errors in the software and/or the data will be corrected.
- 11.3. All materials downloaded or otherwise obtained through use of the service are used at your own risk and you alone are responsible for damages that result from the use of such materials.

12. Liability Limitations

- 12.1. Although the greatest possible care was taken to ensure that the data is complete and accurate, you explicitly assume and agree that EUROPART UK is in no way obligated to compensate you for damages including, but not limited to, service failure damages, company value damages, failure losses, loss of profit (usual or exceptional), loss of bargain, data losses or other financial or economic losses, even if EUROPART UK was informed of the possibility of such damage, that result from: the use or impeded use of the service; the costs for procurement of replacement goods and services that result from products, data, information or services whose purchase or receipt are the result of messages received from or transactions conducted in connection with the service; unauthorised access to or alteration of your transmission or data; statements or behaviour of third parties in the service; or other matters related to the service.
- 12.2. In no case will EUROPART UK's liability exceed the license fee paid by you for use of the data during the year in which an incident occurs. The exclusion of warranty and the limitation apply regardless of whether you accept, use or rely on the data.

13. Exclusions and Limitations

Some jurisdictions to not allow the exclusion of specific warranties or the limitation or exclusion of liabilities for damage compensation for incidental and consequential costs or compensation for indirect damages. Correspondingly, several of the aforementioned exclusions from conditions 11 and 12 may not apply to you.

No person who is not a party to this license shall have any right to enforce any of its terms and The Contracts (Rights of Third Parties) Act 1999 shall not apply to this contract.

14. Disclosure

Disclosures to you will be made either via email or through normal postal mail. The service can also deliver alteration notifications regarding the service terms or other topics.

15. General Information

- 15.1. The condition headings of the Service Terms are for ease of reference only and shall not affect the interpretation of conditions to which they relate. The contract is based on the legal principles recognised in international trade.
- 15.2. EUROPART UK is a trading division of European Truck Parts Limited, a company registered in England and Wales under number 02025420 whose registered office is at Unit 1B Demuth Way, Oldbury West Midlands, B69 4LT.

16. Notices

All notices which may be served by one party to the other shall be served:

- a) on EUROPART UK:
EUROPART UK
A trading division of European Truck Parts Ltd.
Unit 1 B, Demuth Way,
Junction 2 Industrial Estate
Oldbury, West Midlands B69 4 LT
Email: europartuk@europart.net
- b) on you at the address set out on your application to receive the licence.

17. Law and Jurisdiction

The contract and any disputes or claims that arise out of or in connection with it shall be construed in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the English courts.