

## End User Licence Agreement for Thatcham Portal

This licence agreement (**Licence**) is a legal agreement between you (**User**) and Thatcham Research, a company registered in England and Wales under Company Number 00967763 whose registered address is at Colthrop Way, Thatcham, Berkshire, RG19 4NR (**Thatcham**) for all content and services accessed via the Thatcham Portal.

### Agreed terms

#### Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this Licence.
- Intellectual Property Rights:** all patents, copyrights, design rights, trade marks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world.
- Site:** the primary premises from which the Customer carries out its business, or such other site or Sites as otherwise agreed by Thatcham in writing from time to time.
- Content:** all software, digital content, computer programmes which Thatcham has granted access to the User via the Thatcham Portal and any other service provided by Thatcham via the Thatcham Portal.
- Customer:** The entity with an Agreement with Thatcham under which the User's access to the Content is provided.
- 1.2 The headings in this Licence do not affect its interpretation. Except where the context otherwise requires, references to clauses and schedules are to clauses and schedules of this Licence.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

#### 2. Use

- 2.1 The use of Content shall be restricted to the normal business purposes of the User.
- 2.2 The Content is only for the use of trained professionals in the motor repair or insurance industries or other related industries.-
- 2.3 The User shall not (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Content in whole or in part.
- 2.4 The User may not use any information provided by Thatcham to create any software which is substantially similar to that of part or all of the Content nor use such information in any manner which would be restricted by any copyright subsisting in it.
- 2.5 The User shall permit (or procure the permission for) Thatcham to inspect and have access to any premises (and to the computer equipment located there) at or on which any of the Content is being used, and have access to any records kept in connection with this Licence, for the purposes of ensuring that the User is complying with the terms of this Licence.
- 2.6 The User may:
- (a) print off extracts from the Content in hard copy; and
  - (b) save extracts from the Content locally; and
  - (c) export extracts from the Content to other Customer systems at the Site,
- solely for the User's internal business purposes provided all copyright and proprietary notices are kept intact and that the User will ensure that the extracts are destroyed or deleted no later than 6 months after they were downloaded from the Content. The User may not otherwise copy, alter, vary or modify or transfer use of the Content to any third party.
- 2.7 The User shall promptly notify Thatcham in the event that it becomes aware of any actual or suspected infringement of any of Thatcham's Intellectual Property Rights.
- 2.8 Thatcham may monitor usage and collect data from the User
- 2.9 The following services within the Content are subject to a fair usage policy ("Usage Policy") whereby a Site's usage of the facilities within the Content should not exceed the following limits:
- (a) VRM lookups per 6 months per Site: 5000
  - (b) Repair specifications created per 6 months per Site: 5000

- 2.10 Thatcham reserves the right to suspend or restrict the User's access to the Content at any time in the event of any suspected breach of this Licence.
- 2.11 Thatcham does not warrant that the use of the Content will be uninterrupted or error-free.
- 2.12 The User accepts responsibility for the choice of use of the Content to achieve its intended results and acknowledges that the Content has not been developed to meet the individual requirements of the User.

### 3. **Confidentiality and publicity**

- 3.1 Each party shall, during the term of this licence and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this licence) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including, without limitation, trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this licence, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.

### 4. **Liability**

- 4.1 Except as expressly stated in clause 4.2:

- (a) Thatcham shall have no liability for any losses or damages which may be suffered by the User or the Customer (or any person claiming under or through the User or Customer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:
  - (i) special damage even though Thatcham was aware of the circumstances in which such special damage could arise;
  - (ii) loss of profits;
  - (iii) loss of anticipated savings;
  - (iv) loss of business opportunity;
  - (v) loss of goodwill;
  - (vi) loss or corruption of data
- (b) the total liability of Thatcham, whether in contract, tort (including negligence) or otherwise and whether in connection with this licence or any connected contract, shall in no circumstances exceed a sum equal to £1000; and
- (c) the User agrees that, in entering into this licence, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this licence or (if it did rely on any representations, whether written or oral, not expressly set out in this licence) that it shall have no remedy in respect of such representations and (in either case) Thatcham shall have no liability otherwise than in accordance with the express terms of this licence.

- 4.2 The exclusions in clause 4.1 shall apply to the fullest extent permissible at law, but Thatcham does not exclude liability for:

- (a) death or personal injury caused by the negligence of Thatcham, its officers, employees, contractors or agents;
- (b) fraud or fraudulent misrepresentation;
- (c) any other liability which may not be excluded by law.

### 5. **Intellectual property rights**

- 5.1 The User acknowledges that all Intellectual Property Rights in the Content belong and shall belong to Thatcham or any licensor to Thatcham, and the Customer shall have no rights in or to the Content other than the right to use it in accordance with the terms of this licence.

6. **Waiver**

No failure or delay by a party to exercise any right or remedy provided under this Licence or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

7. **Remedies**

Except as expressly provided in this Licence, the rights and remedies provided under this Licence are in addition to, and not exclusive of, any rights or remedies provided by law.

8. **Entire agreement**

8.1 This licence and any written agreement between the Customer and Thatcham relating to the Content contain the whole agreement relating to the use of the Content and supersede all prior agreements, arrangements and understandings between the parties relating to the use of the Content or any part of it.

8.2 In the event of any conflict between any term of this Licence and any term contained within any other written agreement relating to the Content between Thatcham and the User or Customer, the terms of the other written agreement shall apply.

9. **Severance**

9.1 If any court or competent authority finds that any provision of this Licence (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Licence shall not be affected.

10. **Third-party rights**

A person who is not a party to this Licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

11. **Force majeure**

Neither party shall be in breach of this Licence nor liable for delay in performing, or failure to perform, any of its obligations under this Licence if such delay or failure results from events, circumstances or causes beyond its reasonable control, and in such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

12. **Governing law and jurisdiction**

12.1 This Licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

12.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Licence or its subject matter or formation (including non-contractual disputes or claims).

**escribe Ask the Expert Service**

Your access to and use of the escribe Plus feature “Ask Our Expert” and the information made available to you as a result of your use is subject to the following terms and conditions:

1. The information provided by us to you in response to any request made by you is solely on an ‘as-is/as available’ basis. We make no representation or claim of any kind concerning the information (express or implied, including, without limitation, any warranty as to satisfactory quality or as to particular purpose or use, or that the information provided will not infringe any third party’s intellectual property rights).
2. Your use of any information provided is at your own risk. The information we provide may not reflect the most up to date issues, matters, verdicts or settlements. We assume no responsibility for the accuracy, or completeness of the information. We are not liable to you or any third party for the information, or for damages arising from the use of the information. We shall not be liable to you or any third party for any damages resulting from or in any way relating to your use of the information unless such liability cannot be excluded by law.
3. You may not resell or redistribute any information that is provided to you.
4. Any request made will be acknowledged by email. Unless otherwise stated, we aim to respond to all requests within one Working Day, during Thatcham’s standard working hours. However, we accept no liability for delayed responses. “Working Day” means any day, except Saturday or Sunday or days which are bank or public holidays in England or days when Thatcham is closed over holiday periods.
5. We reserve the right not to respond to any request in the event that we consider any request or series of requests is an unreasonable use of the service.

## Mechanical Data End-user Licence Agreement

### Definitions:

**Source Data:** The technical information originating from the automobile manufacturers and other certified suppliers, which the Licensor processes into Technical Data for purposes of its contractual counterparty.

**EULA:** the subject Agreement.

**Incorrect Source Data** An inaccuracy or error in the Source Data and/or its presentation.

**Incorrect Technical Data:** An inaccuracy or error in the Technical Data and/or its presentation. Infringement acting contrary to one or more conditions related to the EULA.

**Licence:** the non-exclusive right of use granted of the Licensor's specific Technical data.

**Licensor:** HaynesPro B.V. of Flankement 6 3831SM LEUSDEN The Netherlands

**Technical Data:** the Source Data edited by Licensor using his own formats to be issued in Licence.

### 1. Acceptance of EULA

- 1.1. The EULA is a legal agreement between you and the Licensor. You agree that the EULA is enforceable in the same way as any written agreement established by you.
- 1.2. The EULA regulates the use of the Technical Data (possibly with associated software) originating from the Licensor.
- 1.3. By clicking on the 'I agree' button and/or by making use of Technical Data from the Licensor you agree to the content of the EULA. If you do not accept the EULA, you cannot and may not make use of the Technical Data.

### 2. Licensing and Infringement

- 2.1. The Licensor gives you a non-exclusive and non-transferable right to use the Technical Data specifically made available to you on the basis of the conditions as contained in the EULA.
- 2.2. The Licensor allows you to use the Technical Data solely in accordance with the conditions of the EULA.
- 2.3. Leasing, lending, public dissemination (including providing support to third parties by means of a helpdesk or any other means), or any other form of distribution and/or simplification of Technical Data is – by any means - prohibited.
- 2.4. Change the Technical Data in whole or in part is prohibited, as is developing products that are derived from the Technical Data. You will also not permit others to perform such actions.
- 2.5. In the case of an Infringement you should cease the use of the Technical Data immediately and you are liable to the Licensor for any loss incurred by the Licensor as a result of the Infringement, including any extra judicial and judicial costs to be incurred by the Licensor.

### 3. Intellectual property rights

- 3.1. The copyright and other intellectual, industrial and/or other property rights to the Technical Data and to any copy that is made thereof are and remain the property of the Licensor and/or its suppliers.

### 4. Guarantee

- 4.1. The Licensor guarantees that the Technical Data can be consulted and/or printed without this being seriously hindered by errors and/or other shortcomings in the software, provided that use is made of the software application supplied by the Licensor. If the Technical Data cannot be consulted or cannot be consulted effectively or fully, the Licensor will do everything reasonably possible as quickly as possible to resolve this.

### 5. LIABILITY

- 5.1. **NEITHER THE LICENSOR NOR ITS SUPPLIERS ARE LIABLE TO YOU AND/OR THIRD PARTIES FOR ANY LOSS, FOR DIRECT, INDIRECT OR INCIDENTAL LOSS, CONSEQUENTIAL LOSS OR OTHER LOSS (INCLUDING, BUT NOT LIMITED TO LOSS ARISING FROM THE INABILITY TO USE THE TECHNICAL DATA OR TO GAIN ACCESS THERETO, LOSS OF INFORMATION, BUSINESS LOSS, LOSS OF PROFIT, BUSINESS INTERRUPTION, ETC.) ARISING OTHERWISE FROM THE USE OF OR INABILITY TO USE THE TECHNICAL DATA.**

**5.2. DESPITE ANY LOSS THAT YOU INCUR FOR WHATEVER REASON, THE LICENSOR'S LIABILITY ARISING FROM OR RELATED TO THESE EULA FOR INCORRECT SOURCE DATA IS EXCLUDED, UNLESS INTENT OR WILFUL RECKLESSNESS EXISTS ON THE PART OF THE LICENSOR.**

**5.3. FOR THE REST THE LIABILITY OF THE LICENSOR (INCLUDING FOR INCORRECT TECHNICAL DATA) IS LIMITED IN ALL CASES TO THE AMOUNT OF € 1.000,00.**

**6. Applicable law and competent court**

6.1. This agreement is subject to Dutch Law. The court in Utrecht is competent to hear disputes arising from the EULA.