

## GLASS'S DATA LICENSING TERMS

These licence terms (the "Licence Agreement") govern the use by Customer of the data products and subscriptions ("Products") of Glass's Information Services Limited ("Glass's").

### 1. ORDERS

1.1 Customer may order Products by placing written, signed orders on a local Glass's order form, or by placing orders via order-entry tools (where available) on Glass's web sites (each, an "Order"). Orders are subject to acceptance by Glass's. Glass's may accept an order by providing access to Products. Accepted orders will be deemed to incorporate and be subject to this Licence Agreement, as well as any other documentation referenced in the Order. All other terms and conditions contained in any Customer purchase order or other document not expressly referenced in this Licence Agreement will have no effect.

### 2. ACCESS TO PRODUCTS

2.1 In providing Customer with an account, any access credentials or other access to Glass's Products, Glass's grants access to the Products subject to Customer complying with the terms specified in this Licence Agreement. By using the Products, Customer agrees to comply with and be bound by this Licence Agreement, and any other documentation referenced in the particular Order.

2.2 Glass's may, at any time during the term of this Licence Agreement, withdraw a Product from general availability and, at Glass's option, either (i) replace it with an alternative product or deliver the applicable data through an alternative medium, provided that the replacement product or medium shall deliver materially the same capability and/ or data to the Customer; or (ii) provide a pro rata refund of the Fee relating to the withdrawn Product.

### 3. INVOICING AND PAYMENT

3.1 Glass's shall invoice the Customer all Fees specified in the Order. Invoices are payable within 30 days of the date of the relevant invoice in the currency stated in the Order. Fees are subject to VAT and any other tax or duty payable by Customer.

3.2 If Customer fails to make any payment when due Glass's reserves the right to: (i) charge Customer any administration and bank charges, and interest (as well after as before judgment) from the due date until payment at the rate of 4% per month or the maximum rate permitted by law, whichever is the greater; (ii) suspend any and all licences granted to Customer until it has made payment in full; (iii) withhold delivery of any further Updates or access to Products until such time as all arrears have been settled; and/or (iv) terminate the Licence Agreement.

3.3 Glass's shall be entitled to increase Fees at yearly intervals on each anniversary of the Licence Agreement, if it notifies Customer in writing, at least 90 days before the expiry of the then-current term of the Licence Agreement, and Customer does not give written notice of termination of the contract at least 60 days before the end of the current subscription year, such termination to take effect at expiry of the then current term. Notwithstanding the foregoing, and subject always to 3 months' written notice, Glass's shall be entitled to increase any fees for VIN and/ or WLTP data services at any time in the event that any applicable vehicle manufacturer increases its fees for VIN look-ups and/ or WLTP data services to Glass's.

### 4. CONFIDENTIAL INFORMATION

4.1 Any and all business-related information provided by Glass's shall be deemed to be confidential information. Subject only to the Permitted Use specified in the Order, Customer shall: (i) keep Products and any information contained therein confidential and limit access to Products to those of its employees, agents and sub-contractors who have a need to know; (ii) notify Glass's immediately if it becomes aware of any unauthorised use of or access to any Products or confidential information by any third party; (iii) take all steps necessary to protect the confidential information or Intellectual Property Rights of Glass's in Products; and (iv) take all such steps as are necessary to ensure compliance by its employees, agents and sub-contractors with the provisions of this clause 4.

### 5. DATA LICENCE

5.1 Subject to payment of all applicable Fees and compliance with the terms of this clause 5 and any other licence terms and restrictions in the applicable Product description, Glass's grants Customer a non-sublicenseable, non-exclusive, non-transferable licence to use Products and documentation provided under this Licence Agreement for Customer's internal business purposes at any indicated capacity levels for the duration of the Licence Agreement. Such internal business purposes shall include the sharing of individual data extracts relating to specific vehicles to its third party customers, but Customer shall not otherwise allow access in any way to substantial or whole parts of the Product or related databases. Except for the limited licence rights expressly granted in this Licence Agreement, Glass's reserves all rights in and to the Products and documentation and any modifications thereto, including title, ownership, intellectual property rights, and any other rights and interests.

5.2 Where Products are delivered through an online access or web application platform Customer may access and use the Product on multiple devices or one or more servers, so long as any specified number of licences or volumes for the Product are not exceeded at any given time.

5.3 Where Products are delivered as raw data in a flat format via (S)FTP or email, Customer may incorporate and use each copy of the Product on any Customer platform(s) specified in the Order provided that, unless otherwise agreed in writing by Glass's, Customer does not (i) use the Product on any additional platforms or systems; (ii) use the Product on the Customer platform(s) with a larger volume without Glass's prior written consent and payment of any applicable licence fees; or (iii) permit use by any other related or third party entity.

5.4 Where Products are delivered via a web-service, Customer may access the Products subject to any volume limits specified in the Order. Any usage in excess of any agreed volumes will be charged at the additional transaction fee rates specified in the Order, or if none are specified, Glass's then current standard pricing for such transactions. Customer shall comply with any integration requirements specified in any applicable integration documentation provided by Glass's from time to time. Web Service transactions may only refer to individual vehicles. Bulk queries are not permitted.

5.5 Customer agrees not to: (i) decompile, disassemble, or reverse engineer the Products; (ii) alter, modify or create any derivative works based on the data or documentation; (iii) merge the Products with any other software other than as expressly set forth in the documentation; (iv) use, copy, sell, sublicense, lease, rent, loan, assign, convey or otherwise transfer the Products or documentation except as expressly authorized by this Licence Agreement; (v) distribute, disclose or allow use of the Products or documentation, in

any format, through any timesharing service, service bureau, network or by any other means not provided for in the documentation; or (vi) permit or encourage any third party to do any of the foregoing.

- 5.6 Rights to vehicle images belong to their creator or rightsholder. Glass's grants to Customer no rights to use such images; Glass's service in relation to images is limited to providing a link from the Products to the images. Such links may only be used in conjunction with the Products and only online without undertaking any reproductions, other than necessary transitory copies in the cache memory. Further use of the images in electronic mailings or printed materials is prohibited. Glass's may withdraw the links to the images at any time, and any further use of the links by Customer must cease if the image rightsholder so requires. In such circumstances, Glass's will at its sole discretion attempt to make other images available to Customer.
- 5.7 Customer may create a reasonable number of archival and backup copies of the Products and documentation, provided all proprietary rights notices, names and logos are duplicated on such copies.
- 5.8 Glass's (or any of its representatives or professional advisers, who are bound by professional obligations of confidentiality) shall have the right, on providing reasonable notice to Customer, to enter Customer's premises during business hours and use all computer systems and facilities for the purpose of inspecting and copying any records or other information in any medium as reasonably necessary to monitor Customer's compliance with the Licence Agreement, subject to Customer's obligations of confidentiality to third parties. In the event of material non-compliance by Customer being detected, Glass's shall be entitled to recover the costs of the audit, in addition to any other damages which may be recoverable.

## **6. INFRINGEMENT DEFENCE AND INDEMNIFICATION**

- 6.1 Glass's warrants that Products do not infringe any intellectual property rights of any third party. Glass's agrees to indemnify and hold Customer harmless from and against any damages awarded or agreed to be paid to any third party arising out of Glass's breach of the foregoing warranty, provided that (i) Customer gives notice to Glass's of any such claim forthwith upon becoming aware of it; and (ii) Customer gives Glass's sole conduct of the defence to any such claim and gives to Glass's such assistance as it shall reasonably require (at the expense of Glass's) in respect of the conduct of the said defence.
- 6.2 In the event of such a breach, Glass's may, at its expense, procure for Customer the right to continue exercising the rights granted hereunder with respect to Products or replace or modify Products at Glass's sole expense to make Customer's exercise of its rights under the Licence Agreement non-infringing. The remedies foreseen in clauses 6.1 and 6.2 shall be the sole remedies available to Customer and Glass's shall have no further liability to Customer.

## **7. WARRANTIES AND LIMITATIONS**

- 7.1 Glass's warrants that (i) Products have been compiled using reasonable skill and care in accordance with good industry practice. Customer acknowledges that when estimating present and forecasting future values or providing any other information, Glass's will use reasonable skill and care, but that Glass's does not warrant the accuracy, completeness, or correctness of any particular values or data which Customer shall treat as guiding indications only; (ii) it will during the term of the Licence Agreement use reasonable endeavours to correct any errors notified to it in Products promptly, where appropriate by including a correction in the next scheduled release or Update of Glass's Products;
- 7.2 Glass's gives no warranty as to i) freedom from defects of information or (ii) data supplied by third parties and incorporated by Glass's into Products and warrants only that it has used reasonable endeavours to copy or import such information correctly from its original source; In the event of any technical error in the Products, subject to being notified in accordance with the Licence Agreement, Glass's will investigate the error and, if the issue can be replicated or otherwise confirmed by Glass's as an error, Glass's will take such action as it considers appropriate in the circumstances to remedy the situation.
- 7.3 The warranties set out in this Licence Agreement are exclusive of and in lieu of all other warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise which relate to the quality, condition and fitness for any purpose of Products.

## **8. LIMITATION OF LIABILITY**

- 8.1 This clause 8 applies to Glass's liability (including any liability for the acts and omissions of its employees, agents and sub-contractors) in respect of any breach of its contractual obligations arising under any Licence Agreement and any representation, statement or tortious act or omission including negligence and any other form of liability, and Customer's attention is in particular drawn to the provisions of this clause 8.
- 8.2 Glass's liability to Customer will not be limited for (i) death or personal injury resulting from Glass's negligence, (ii) fraud, (iii) wilful default or gross negligence (iv) a breach of the warranty in clause 6.1 or (v) any other matter for which liability cannot as a matter of applicable mandatory law be limited.
- 8.3 Subject to clause 8.2, Glass's entire liability shall be limited to an amount equal to the aggregate of the Fees paid or due to be paid for the Product concerned in respect of the 12 month period in which the liability arose.
- 8.4 Subject to clause 8.2, Glass's shall not be liable to Customer for (i) any loss of profits, business, anticipated savings, goodwill, data or other such loss; or (ii) any type of special indirect or consequential loss or damage; in each case including loss or damage suffered by Customer as a result of an action brought by a third party and even if such loss was reasonably foreseeable or Glass's had been advised of the possibility of Customer incurring the same.
- 8.5 Glass's will not be liable to any person other than Customer in connection with this Licence Agreement or its subject-matter.

## **9. GOVERNING LAW**

- 9.1 The Licence Agreement shall be governed by and construed in accordance with English law and the parties submit to the non-exclusive jurisdiction of the English courts.

## **10. TERM & TERMINATION**

- 10.1 The Licence Agreement shall enter into force on the Commencement Date and unless otherwise specified in the Order shall have an initial duration of 12 months, continuing in force thereafter for further periods of twelve months. Either party may terminate the

Licence Agreement with effect from the end of the then-current period by giving the other party written notice of such termination not less than 60 days before the expiry of the then-current period.

- 10.2 The Licence Agreement may be terminated by notice in writing forthwith: (i) by Glass's, if Customer, having been sent a written reminder, fails to pay any sums payable under the Licence Agreement or any other debt due to Glass's within 30 days after the due date; (ii) by either party if the other commits any material breach of any term of the Licence Agreement which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request to remedy the same; (iii) by either party if the other convenes a meeting of its creditors or if a proposal is made for a voluntary arrangement or for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts or if a trustee receiver, administrator or administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up or bankruptcy of the other or for the making of an administration order (otherwise than for the purpose of a solvent amalgamation or reconstruction); and (iv) by Glass's, if Customer breaches any of the licence terms under this Licence Agreement, and has not within ten (10) business days of the date of a reasonably detailed written notice, cured all breaches of licence limitations or restrictions.
- 10.3 Any termination of the Licence Agreement shall be without prejudice to any other rights or remedies a Party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either Party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination which shall include without limitation clause 4 which shall survive termination of the Licence Agreement by either Party.
- 10.4 Within 7 days of the termination of the Licence Agreement (which shall include termination of the licence to use any back-up copies) Customer shall in the case of Products for use with computer equipment at Glass's sole option either return or destroy all such copies of Products in its possession or control and a duly authorised officer of Customer shall certify in writing to Glass's that Customer has complied with this obligation.

## 11. DATA PROTECTION

- 11.1 Both parties will comply with all applicable requirements of the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time (the "Data Protection Legislation"). This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 11.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and Glass's is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 11.3 The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to Glass's for the duration and purposes of this Licence Agreement, including when Customer enters Personal Data (including but not limited to customer details, or a vehicle registration number (VRM) or vehicle identification number (VIN)) into the Products for the purposes of interrogating the Products data, or otherwise in the course of using the Products. The Customer will not transfer any Special Category Data (as defined in the Data Protection Legislation) to Glass's. Customer will indemnify Glass's fully in relation to any breach of these obligations.
- 11.4 Glass's shall only process the VRM or VIN to identify a vehicle and to record this activity for invoicing and audit purposes and for reporting to car manufacturers whose systems Glass's uses. The Customer may also record in Glass's system the details of its own customers and connected individuals for its own administrative purposes.
- 11.5 Glass's shall, in relation to any Personal Data processed in connection with the performance by Glass's of its obligations under this Licence Agreement:
- 11.5.1 process Personal Data in order to provide services under the Licence Agreement and otherwise only on Customer's written instructions, unless Glass's is legally compelled by a public authority to process Personal Data for a different reason, in which case Glass's will notify Customer in advance if Glass's is not prohibited from doing so;
  - 11.5.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data to ensure a level of security for Personal Data appropriate to the risk having regard to the state of technological development and the cost of implementing any measures. Glass's will provide a detailed description of such measures on request to [dataprotection@autovistagroup.com](mailto:dataprotection@autovistagroup.com);
  - 11.5.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
  - 11.5.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled: (i) the Customer or Glass's has provided appropriate safeguards in relation to the transfer; (ii) the data subject has enforceable rights and effective legal remedies; (iii) Glass's complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and (iv) comply with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
  - 11.5.5 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 11.5.6 notify the Customer without undue delay on becoming aware of a Personal Data breach;
  - 11.5.7 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of this Licence Agreement unless required by Applicable Law to store the Personal Data;
  - 11.5.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for audits by the Customer or the Customer's designated auditor; and
  - 11.5.9 indemnify Customer fully in relation to any breach of these obligations.
- 11.6 Customer consents to Glass's appointing providers of VRM and VIN data and subcontractors who provide systems support as third party processors of Personal Data under the Licence Agreement. Glass's has entered or will enter into a written agreement with

third-party processors substantially on their standard terms of business, or covering the obligations contained in this clause, and as between Glass's and Customer, Glass's shall remain fully liable for all acts or omissions of any such third party processor.

- 11.7 Either party may, at any time on not less than 30 days' notice, revise this clause 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Licence Agreement).

## **12. MISCELLANEOUS**

- 12.1 Glass's may assign this Licence Agreement and any order hereunder to any of its affiliated entities or to any entity to which Glass's may sell, transfer, convey, assign or lease all or substantially all of the assets or material used in connection with the performance of its obligations hereunder. Glass's may subcontract any or all of the obligations to be performed by it hereunder, but will retain responsibility for the work.
- 12.2 Neither party shall be liable for any loss or damage caused by delay or failure in the performance of any of its obligations under the Licence Agreement where the same is occasioned by a cause beyond its reasonable control. Should any such event occur the party in default shall forthwith give notice to the other detailing the circumstances and if a default shall continue for more than 6 weeks, then the other party shall be entitled to terminate the Licence Agreement by written notice. Neither party shall have any liability to the other party in respect of the termination of the Licence Agreement as a result of such an event.
- 12.3 Any notice to be given to a party under the Licence Agreement shall be in writing (which includes e-mail) addressed to that party at its principal place of business or such other address as may have been specified in the Order or subsequently in writing.
- 12.4 Failure or delay by either party to exercise or enforce any rights will not be construed as a waiver of its rights under the Licence Agreement or otherwise. No waiver by a party of any breach of the Licence Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 12.5 If any provision (or part of a provision) of this Licence Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, that provision or part will be deemed deleted, and the validity of the other provisions of the Licence Agreement and the remainder of the provision in question shall not be affected thereby. The unenforceable provision shall be replaced with a provision that as closely as possible corresponds to the parties' envisaged economic intent.
- 12.6 This Licence Agreement is the entire agreement and replaces all previous agreements and understandings between the parties relating to the Products.