

LICENCE TERMS

A. Interpretation

- I. These Licence Terms, the Order (as defined in clause 1.1 of these Licence Terms) and any relevant Copyright & Use notices (available at <https://autovista.com/copyright-notices/>) (together the "Licence Agreement") govern the use by Customer of the data products and subscriptions detailed in the Order ("Products") of Autovista.
- II. Any reference to a "day" or number of "days" is a reference to a calendar day or number of calendar days.

1. ORDERS

- 1.1 Customer may order the Products (as set out in the Order) by signing the Order Form, issuing a purchase order approved by Autovista referencing this Licence Agreement, or by placing orders via order-entry tools (where available) on Autovista's websites (each, an "Order"). Orders are subject to acceptance by Autovista. Autovista may accept an Order by providing the Customer with access to the Products. Accepted Orders will be deemed to incorporate and be subject to this Licence Agreement. All other terms contained in any Customer purchase order or other document not expressly referenced in this Licence Agreement will have no effect. In the event of conflicting provisions between the Order Form and these Licence Terms, the Order Form shall prevail in respect of the Permitted Use, term and any special conditions set out thereon.

2. ACCESS TO PRODUCTS

- 2.1 In providing Customer with an account, access credentials or other access mechanism to the Products, Autovista grants such access 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.
- 2.2 Access credentials may only be assigned to employees of the Customer unless otherwise expressly set out in the Order or agreed in writing by Autovista (each a "Permitted User"). Customer shall remain liable for the actions of any Permitted User as if they were its own actions.
- 2.3 Customer approves that Autovista may, at any time during the term of this Licence Agreement upon reasonable notice to the Customer, withdraw a Product and, at Autovista'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the same capability and/or data to the Customer; or (ii) provide a pro rata refund of the Fee relating to the withdrawn Product.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 Autovista shall invoice the Customer for 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. To the extent that withholding tax is required to be deducted, the Customer shall pay Autovista such additional amount as is necessary to ensure that the Fee received by Autovista is equal to the Fee that Autovista would have received had no such deduction been made.
- 3.2 If in accordance with the Order, the Customer is billed at any frequency other than annually, the Fee shall be paid at the stated billing frequency in equal instalments. If Customer pays by direct debit, Customer shall ensure that the direct debit remains active throughout the term of this Licence Agreement. If Customer cancels the direct debit and/or a direct debit collection is refused, any outstanding portion of the Fee shall become due and payable within 10 days of such cancellation/failed collection.
- 3.3 Where specified in the Order, if Customer uses fewer transactions than the Minimum Quantity for the Minimum Quantity Period, Customer shall be invoiced the Minimum Fee for that Minimum Quantity Period and any unused transactions shall expire and not be rolled over to the next Minimum Quantity Period. All pre-paid transactions shall expire on the anniversary of the Commencement Date, and Customer shall not be entitled to a refund for, or be able to roll-over, any such unused transactions.
- 3.4 If Customer fails to make any payment when due, Autovista shall notify the Customer and if payment is not received within 30 days of such notification Autovista reserves the right to: (i) charge Customer any administration and bank charges, and interest (as well after as before any judgment) from the due date until payment at the rate of 4% above the Bank of England base rate per annum or the maximum rate permitted by law, whichever is the lesser; (ii) suspend any and all licences granted to Customer until it has made payment in full; (iii) withhold delivery of any Product updates and/or access to Products until such time as all arrears have been settled; and/or (iv) terminate the Licence Agreement.
- 3.5 Autovista 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 this Licence Agreement at least 60 days before the end of the then-current term of the Licence Agreement, such termination to take effect at expiry of the then-current term. Notwithstanding the foregoing, Autovista shall be entitled to increase any fees for VIN, VRM and/ or WLTP data services at any time by providing reasonable written notice in the circumstances, should any applicable supplier increase its fees for such data services to Autovista.

4. CONFIDENTIAL INFORMATION

- 4.1 Any and all business-related information provided by Autovista shall be deemed to be confidential information (including any compilation or amalgamation of otherwise public information in a form not publicly known). Subject only to the Permitted Use specified in the Order Form and clause 5.1, Customer shall: (i) keep Products and any information contained therein confidential and limit access to Products to Permitted Users; (ii) notify Autovista immediately if it becomes aware of any unauthorised use of or access to any Products or confidential information or intellectual property rights of Autovista or any member of its group by any third party; (iii) take all steps necessary to protect the confidential information or intellectual property rights of Autovista or any member of its group in the 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, and the Customer shall remain liable for the actions of its employees, agents and sub-contractors as if they were its own actions.

5. DATA LICENCE

- 5.1 Subject to Customer's compliance with the terms of this Licence Agreement (including without limitation payment of all applicable Fees) and any other licence terms and restrictions in the Order, Autovista grants Customer a non-sublicensable, non-exclusive, non-

transferable licence to use Products and documentation provided under this Licence Agreement for Customer's internal business purposes at any capacity levels and/or licence quantity listed and solely in the respective Markets for each Product as set out, and in any additional Territory each as expressly permitted in the Order 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, Autovista 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 in the Order are not exceeded at any given time.
- 5.3 Where Products are delivered as raw feed in a flat format via (S)FTP, 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 Autovista, Customer does not (i) use the Product on any additional platforms or systems; (ii) use the Product on the Customer platform(s) without Autovista'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 an API, 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, Autovista's then current standard pricing for such transactions. Customer shall comply with any integration requirements specified in any applicable integration documentation provided by Autovista from time to time (the "Documentation"). API transactions may only refer to individual vehicles. Bulk queries are not permitted (unless Documentation states otherwise) and the results of the API transaction should not be stored for future use.
- 5.5 Customer agrees not to: (i) (except to the extent expressly permitted by law) 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. Autovista grants to Customer no rights whatsoever to use such images; Autovista may withdraw the links to the images at any time.
- 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 Where, in its sole discretion, Autovista has a reasonable suspicion of non-compliance by Customer with the Licence Agreement, Autovista (or any of its representatives or professional advisers, who are bound by professional obligations of confidentiality) shall have the right, on providing not less than 14 days' written notice to Customer, to conduct a remote audit of all computer systems used in connection with the Product for the sole purpose of inspecting and copying any records or other information in any medium as strictly necessary to monitor Customer's compliance with the Licence Agreement, subject always to Customer's obligations of confidentiality to third parties and Customer's statutory obligations including applicable data protection and financial or insurance regulation secrecy obligations. In the event of material non-compliance by Customer being detected, Autovista shall be entitled to recover the costs of the audit.

6. INFRINGEMENT DEFENCE AND INDEMNIFICATION

- 6.1 Autovista warrants that Products do not infringe any intellectual property rights of any third party. Autovista agrees to indemnify and hold Customer harmless from and against any damages awarded against Customer by a court of competent jurisdiction or agreed in writing by Autovista to be paid by Customer to any third party arising out of Autovista's breach of the foregoing warranty, provided that (i) Customer gives notice to Autovista of any such claim forthwith upon becoming aware of it; and (ii) Customer gives Autovista sole conduct of the defence to any such claim and gives to Autovista such assistance and such information as it shall reasonably require (at the expense of Autovista) in respect of the conduct of the said defence.
- 6.2 In the event of such a breach, Autovista 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 Autovista's sole expense to make Customer's exercise of its rights under the Licence Agreement non-infringing. The remedies identified in clause 6.1 (indemnification) and this clause 6.2 shall be the sole remedies and/or claims (as the case may be) available to Customer for any breach of the warranty in clause 6.1 and Autovista shall have no further liability to Customer.

7. WARRANTIES AND LIMITATIONS

- 7.1 Autovista warrants that 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, Autovista will use reasonable skill and care, but that Autovista does not warrant the accuracy, completeness, or correctness of any particular values or data which Customer shall treat as guiding indications only. Autovista undertakes that 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 of the Products.
- 7.2 Autovista gives no warranty as to (i) freedom from defects of information, (ii) data supplied by third parties which is incorporated by Autovista into Products and warrants only that it has used reasonable care to copy or import such information correctly from its original source or (iii) that online access to the Product in accordance with this Licence Agreement will be provided continuously and without error or interruption. In the event of any technical error in the Products, subject to being notified in accordance with the Licence Agreement, Autovista will investigate the error and, if the issue can be rectified or otherwise confirmed by Autovista as an error, Autovista 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 Autovista'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 this Licence Agreement and in respect of 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 Autovista's liability to Customer will not be limited for (i) death or personal injury resulting from Autovista's negligence, (ii) fraud, (iii) wilful default or gross negligence (iv) a claim under clause 6.1 and/or 6.2 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, Autovista'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 then-current 12 month licence period in which the liability arose .
- 8.4 Subject to clause 8.2, Autovista shall not be liable to Customer for (i) any loss of profits, business, anticipated savings, goodwill, data, wasted expenditure 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 Autovista had been advised of the possibility of Customer incurring the same except to the extent that such losses are expressly permitted pursuant to this Licence Agreement.
- 8.5 Autovista will not be liable to any person other than Customer in connection with this Licence Agreement or its subject-matter.

9. GOVERNING LAW & JURISDICTION

- 9.1 The Licence Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of its subject matter or formation shall be governed by and construed in accordance with English law and the parties submit to the 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 suspended and/or terminated by notice in writing forthwith: (i) by Autovista, if Customer, having been sent a written reminder, fails to pay any sums payable under the Licence Agreement or any other debt due to Autovista 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); (iv) by Autovista, if Customer breaches the data licence terms in clause 5 of this Licence Agreement, and has not within 10 days of the date of a reasonably detailed written notice, cured all breaches of licence limitations or restrictions; and (v) by Autovista, if Customer undergoes a change of control resulting in the Customer (or the whole or a substantial part of the Customer's business or assets) being directly or indirectly owned in whole or in part by an entity or organisation that Autovista reasonably deems to be its direct or indirect competitor.
- 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 delete and destroy all copies of Products and Documentation (including archival and backup copies of the Products and Documentation) in its possession or control and a duly authorised officer of Customer shall certify in writing to Autovista that Customer has complied with this obligation.

11. DATA PROTECTION

- 11.1 Both parties will comply with all applicable requirements of the Data Protection Act 2018 ("DPA 2018"), as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (or the General Data Protection Regulation (EU) 2016/679 ("GDPR") as may be amended from time to time as applicable) and section 3 of the European Union (Withdrawal) Act 2018 as may be amended 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 Autovista 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 and appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to Autovista 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 Autovista. Customer will indemnify Autovista fully in relation to any breach of these obligations.
- 11.4 Autovista 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 Autovista uses.
- 11.5 Autovista shall, in relation to any Personal Data processed in connection with the performance by Autovista 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 Autovista is legally compelled by a public authority or court to process Personal Data for a different reason, in which case Autovista will use reasonable endeavours to notify Customer in advance if Autovista 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. Autovista will provide a detailed description of such measures on request to 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 Autovista has provided appropriate safeguards in relation to the transfer; (ii) the data subject has enforceable rights and effective legal remedies; (iii) Autovista 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) Autovista complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
 - 11.5.5 provide reasonable assistance to 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 (GDPR Article 32; s107 DPA 2018), breach notifications to the supervisory authority (GDPR Article 33; s67 DPA 2018), communication of personal data breaches to the data subject (GDPR Article 34; s68 DPA 2018), impact assessments (GDPR Article 35; s64 DPA 2018) and consultations with supervisory authorities or regulators (GDPR Article 36; s65 DPA 2018);
 - 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 any 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 inform the Customer if, in opinion of Autovista, any instructions of the Customer regarding the processing of Personal Data infringes Data Protection Legislation.
- 11.6 Customer consents to Autovista appointing providers of VRM and VIN data and subcontractors who provide systems support as third party processors of Personal Data under the Licence Agreement. Autovista has entered or will enter into a written agreement with third-party processors substantially covering the obligations contained in this clause, and as between Autovista and Customer, Autovista shall remain fully liable for all acts or omissions of any such third party processor.

12. MISCELLANEOUS

- 12.1 Autovista may assign this Licence Agreement and any Order hereunder to any of its affiliated or group entities or to any entity to which Autovista may sell, transfer, convey, assign or lease all or part of its assets and/or materials used in connection with the performance of its obligations hereunder. Autovista may subcontract any or all of the obligations to be performed by it hereunder, but will retain responsibility for the work. Except as expressly set out in this clause, neither party can assign or transfer this Licence Agreement or any Order hereunder without an agreement signed by both parties.
- 12.2 Customer shall not use Autovista's or any of its group's brand names, trademarks or logos or, in general, Autovista's intellectual property rights externally without prior written consent from Autovista.
- 12.3 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.
- 12.4 Any notice to be given to a party under the Licence Agreement shall be effective if delivered via email to any email address specified in the Order or as may have been subsequently notified to the other party in writing.
- 12.5 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.
- 12.6 If any provision (or part of a provision) of this Licence Agreement is held by any competent authority or court 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 and/or commercial intent (as the case may be).
- 12.7 Modifications or amendments to this Licence Agreement shall be of no effect unless they are in writing and signed by the parties (or their authorised representatives). Oral agreements or agreements that do not comply with this prescription shall in no case be considered as binding or effective.
- 12.8 This Licence Agreement is the entire agreement and replaces all previous agreements and understandings between the parties relating to the Products.