General and product-related terms and conditions of business (GTCs) of TecAlliance

Version 1.3: As of 21/11/2019

These GTCs govern the contractual relations between TecAlliance and its customers, provided that no that individual contractual agreements have been concluded between the parties.

These GTCs are divided into the following sections:

1. General Terms and Conditions

1.1.   Scope of these terms and conditions

1.2   Offer and conclusion of contract

1.3.   Scope of service

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1.   General Terms and Conditions

1.1   Scope of these terms and conditions

1.1.1. The following terms and conditions apply to all deliveries, services and offers of TecAlliance China Ltd., Block 10, 12th Floor, 1988 Gonghexin Road, Shanghai China 200072 (hereinafter: TecAlliance).

1.1.2. TecAlliance's business operations are focused on business with companies. These terms and conditions do not apply to legal transactions with consumers who are natural persons.
1.1.3. Conflicting terms and conditions of the customer are not part of the contract.
1.1.4. Regulations that deviate from and/or supplement these terms and conditions shall only be valid if they are specified in individual agreements in text form.
1.2.   Offer and conclusion of contract

TecAlliance 通用及产品相关条款和条件 (GTC)

版本 1.3：2019 年 11 月 21 日起生效

此类 GTC 将管理 TecAlliance 与其客户之间的合同关系，基于双方之间未签订单独合同协议的前提。

此类 GTC 分为以下部分：

1. 通用条款和条件

1.1.   此类条款和条件适用范围

1.2   合同要约与订立

1.3.   服务范围

1.4   价格、发票和付款期

1.5.   合同期限和终止

1.6.   责任

1.7   GTC 修订

1.8   其他条款

2.   产品相关条款和条件

2.1   数据库（数据）

2.2   解决方案

2.3   服务（咨询和服务）

1.   通用条款和条件

1.1   此类条款和条件适用范围

1.1.1. 以下条款和条件适用于泰案联信息技术（上海）有限公司的所有交付产品、服务和要约，公司地址：中国上海市共和新路 1988 号 10 号楼 12 层, 200072（以下简称为：TecAlliance）。

1.1.2. 与公司开展的业务是 TecAlliance 的业务运营重点。本条款和条件不适用于与自然人消费者之间的法律行为。

1.1.3. 本合同不包括客户与此存在冲突的条款和条件。

1.1.4. 偏离本条款和条件和/或作为补充的规定只有在单独协议中以文本形式予以规定方有效。

1.2.   合同要约与订立

1.2.1. Unless expressly stated otherwise, TecAlliance's offers in text form are binding.

1.2.2. TecAlliance offers can be accepted within six (6) weeks of the offer date.

1.2.3. Acceptance of TecAlliance's offer in text form by the customer shall constitute a contract between the parties for the services offered.

1.3. Scope of service

1.3.1. The content and scope of the services to be provided by TecAlliance shall be based on the offer, the specification of service, the project description, these terms and conditions and other provisions agreed in individual contracts.

1.3.2. The delivery dates shall be specified in the offer.

1.4. Prices, invoicing, payment period

1.4.1. The prices stated in the offer shall be net prices without any accruing taxes or fees.

1.4.2. In the event that prices based on usage and/or turnover are agreed on, the customer is obliged to report the usage or turnover figures which are relevant for the invoicing to TecAlliance in text form on the fifth day of each month following the end of a quarter (i.e. on 5 January, 5 April, 5 July and 5 October) without further request from TecAlliance. If there are justifiable doubts about the reported figures, TecAlliance may commission an independent auditor to verify the information provided at its own expense. If a deviation of more than 3 per cent is discovered during the audit, the customer must pay the costs of the audit.

1.4.3. In the case of one-off services, invoices shall be issued immediately after the service has been rendered. In the case of continuing obligations, an invoice shall be issued annually. Invoices can be issued for calendar years that have already started on a pro rata basis, if applicable.

1.4.4. Payment shall be due within 30 days of the receipt of the invoice.

1.4.5. Price adjustments

1.4.5.1.　　　TecAlliance is entitled to adjust the prices to be paid on the basis of this contract at its reasonable discretion, depending on changes to the total costs that are relevant for the price calculation.

1.4.5.2.　　The total costs shall consist primarily of costs for the provision of our products (e.g. for hardware and software, hosting services, operation of technical infrastructure, technical service), costs for customer administration (e.g. for support, billing and IT systems), service and personnel costs, other costs (e.g. administration, energy, rentals, IT systems) and charges for taxes, fees and other government levies.

1.2.1. TecAlliance 文本形式的要约均具有约束力，另有明确规定除外。

1.2.2. TecAlliance 要约可在发出要约日起六 (6) 周内接受。

1.2.3. 客户接受 TecAlliance 文本形式要约将构成双方就所提供服务缔结相关合同。

1.3. 服务范围

1.3.1. TecAlliance 所提供服务的内容和范围将以此要约、服务规范、项目描述、本条款和条件以及单独合同中商定的其他条款为依据。

1.3.2. 交付日期将在要约中予以规定。

1.4. 价格、发票和付款期

1.4.1. 要约中注明的价格应为净价，不含任何累积税费或费用。

1.4.2. 如已商定根据使用量和/或流通量确定价格，则客户须在各季度结束后的当月第五天（即 1 月 5 日、4 月 5 日、7 月 5 日和 10 月 5 日）以文本形式向 TecAlliance 报告与发票相关的使用量或流通量数据，TecAlliance 不会对此另作请求。如果对所报告之数据存在正当怀疑，TecAlliance 可委托独立审计员对所提供的信息进行验证，费用由其自行承担。如果在审计过程中发现偏差超过 3%，则须由客户支付审计费用。

1.4.3. 对于一次性服务，应在服务提供后立即开具发票。而如果是持续性任务，则应以年为单位开具发票。如适用，可针对已开始使用的日历年按比例开具发票。

1.4.4. 收到发票后 30 天内须缴清付款。

1.4.5. 价格调整

1.4.5.1.　　　TecAlliance 有权根据与价格计算相关之总成本的变化，在本合同基础之上合理调整应支付的价格。

1.4.5.2.　　总成本应主要包括我方供应产品（如硬件和软件、托管服务、技术基础设施运营、技术服务）成本、客户管理成本（如支持、计费和 IT 系统）、服务和人员成本、其他成本（如管理、能源，租金、IT 系统）、税费和其他政府征收的费用。

1.4.5.3. A price adjustment may be considered if and insofar as the total costs which are relevant for the price calculation increase or decrease after conclusion of the contract. TecAlliance shall apply objectively verifiable standards when adjusting the price within the framework of its right to determine the performance.

1.4.5.4. Price increases shall be communicated to the customer in text form. The change shall be considered to have been accepted if the customer does not raise an objection in text form within a period of six (6) weeks after the disclosure of the change. This consequence shall explicitly be pointed out to the customer as part of the disclosure of the change. If the customer objects to the intended price increase in due time and form, the contract shall continue to apply under the previous conditions.

1.4.5.5. Price reductions shall be communicated to the customer in text form.

1.4.5.6. Irrespective of the above provisions, TecAlliance is entitled (in the event of an increase of the statutory value added tax) and obliged (in the event of a reduction) to adjust the prices accordingly at the time of the respective change, without the customer being entitled to object.

1.5. Term and termination of the Contract

1.5.1. The contractual period for one-off services shall end when the service has been provided in full.

1.5.2. Long-term obligations shall be concluded for an indefinite period, but for a term of no less than two (2) years. After the expiration of the minimum contractual term, the contract may be terminated with a notice period of three (3) months to the end of the calendar year.

1.5.3. The right to termination for due cause shall remain unaffected.

1.5.4. In the event of a sale of the customer's company by way of an asset deal and/or a share deal, in which more than 25 per cent of the shares are sold, TecAlliance has a right of extraordinary termination.

1.5.5. Notice of termination – for whatever reason – must be provided in text form.

1.6. Liability

1.6.1. The liability of TecAlliance shall be limited to the foreseeable, direct average damage that is typical of the contract. No compensation shall be granted for indirect damage or subsequent damage or particularly for lost profits. This limitation of liability shall not apply to loss of life, physical injury or damage to the health of the customer, where such injuries or damage are attributable to TecAlliance. The same shall apply within the scope of a guarantee expressly assumed by TecAlliance.

1.6.2. In other respects, the liability of the parties shall be governed by the statutory provisions.

1.7. Amendments to the GTCs

1.4.5.3. 合同签订后，如果与价格计算相关的总成本增加或减少，则可考虑调整价格。TecAlliance 在合同义务权利框架内调整价格时，应采用可客观证实的标准。

1.4.5.4. 涨价应以文本形式通知客户。如果客户在变更披露后六 (6) 周内未以文本形式提出异议，则视为已接受变更。作为变更披露的一部分，应将此后果明确告知客户。如果客户在规定时间内以文本形式对计划价格上涨提出异议，则合同应继续适用于先前的条件。

1.4.5.5. 降价应以文本形式通知客户。

1.4.5.6. 无论上述规定如何，TecAlliance 有权（如果法定增值税增加）且有义务（如果法定增值税减少）在出现此类变更时相应调整价格，而客户无权提出异议。

1.5. 合同期限和终止

1.5.1. 一次性服务的合同期限应在服务提供完毕之时终止。

1.5.2. 长期义务关系结束期限不定，但最短期限不得少于两 (2) 年。最短合同期限期满后，可终止合同，通知期为该日历年结束前三 (3) 个月。

1.5.3. 仍然保留出于正当理由终止合同的权利。

1.5.4. 如果客户的公司通过资产交易和/或股份交易出售，且售出股份超过了 25%，则 TecAlliance 有权临时终止合同。

1.5.5. 无论出于何种理由，均应以文本形式提出终止通知。

1.6. 责任

1.6.1. TecAlliance 责任应限于合同中典型的可预见的直接平均损害。对间接损害、后续损害尤其是利润损失，均不予赔偿。本责任限制不适用于因 TecAlliance 原因造成的死亡、人身伤害或客户健康损害。这同样适用于 TecAlliance 明确认定的担保范围内的索赔。

1.6.2. 在其他方面，当事方的责任应依照法律规定判定。

1.7. GTC 修订

1.7.1. TecAlliance shall be entitled to make amendments to these GTCs with effect for the future. The customer shall be notified of the amendment in text form. The change shall be considered to have been accepted if the customer does not raise an objection in text form within a period of six (6) weeks after the disclosure of the change. This consequence shall explicitly be pointed out to the customer as part of the disclosure of the change. If the customer objects to the intended change in due time and form, the contract shall continue to apply under the previous conditions.

1.8. Other provisions

1.8.1. The customer may only transfer rights and obligations arising from or in connection with the contract to third parties after receiving the express advance consent of TecAlliance in text form.

1.8.2. TecAlliance shall be entitled to render services through subcontracted third parties, in whole or in part. TecAlliance shall be liable for the provision of services by subcontractors as it is liable for its own actions.

1.8.3. In the event the customer merges with another company, this contract shall apply only to the part of the customer existing at the time of the signing of the contract. If the customer splits up into separate companies, then this contract shall only be transferred to one legal successor.

1.8.4. The customer may only assert a right of retention for claims arising from the respective contract.

1.8.5. The contract shall be exclusively subject to the law of the People's Republic of China with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11/04/1980 (UN Sales Convention).

1.8.6. The place of performance for all deliveries and services arising from the contract shall be Jing'an District, Shanghai.

1.8.7. If the customer is an entity registered within the People's Republic of China, all disputes arising from or in connection with this contract shall be resolved through court litigation. All such disputes arising from this contract shall be submitted to a court with competent jurisdiction where TecAlliance is domiciled the .

1.8.8. If the customer is registered and incorporated outside the People's Republic of China, all disputes arising from or in connection with this contract shall be finally arbitrated by Shanghai International Arbitration Center pursuant to its then-applicable arbitration rules.

1.8.9. All annexes and documents mentioned in these terms and conditions are an integral part of the contract.

1.8.10. The English version of these terms and conditions shall be the only binding version for the contracting parties.

1.7.1. TecAlliance 有权对这些 GTC 进行修订，以便后续生效。 应以文本形式将修订内容通知客户。如果客户在变更披露后六 (6) 周内未以文本形式提出异议，则视为已接受变更。作为变更披露的一部分，应将此后果明确告知客户。如果客户在规定时间内以文本形式对计划变更提出异议，则合同应继续适用于先前的条件。

1.8. 其他条款

1.8.1. 客户只有在收到 TecAlliance 以文本形式出具的明确事先同意后，才能将合同产生的或与合同相关的权利和义务转让给第三方。

1.8.2. TecAlliance 有权通过分包第三方提供全部或部分服务。TecAlliance 应对分包商提供的服务负责，正如对自身行为负责一样。

1.8.3. 如果客户与另一公司合并，本合同将仅适用于合同签订时已存在的客户部分。如果客户拆分为不同的公司，则本合同将仅转让给一个合法的继承者。

1.8.4. 客户只能主张对因各自合同引起的索赔保留权利。

1.8.5. 本合同完全受中华人民共和国法律管辖，1980 年 4月 11 日《联合国国际货物销售合同公约》（《联合国销售公约》）除外。

1.8.6. 本合同产生的所有交付产品和服务的履行地点为 上海市静安区。

1.8.7. 如果客户为注册在中华人民共和国境内的实体，则因本合同引起或与本合同相关的所有纠纷均应通过法院诉讼的方式予以解决。本合同引起的所有法律纠纷应由 TecAlliance 住所地有管辖权的法院管辖。

1.8.8. 如果客户在中华人民共和国以外注册成立，由本合同引起或与本合同相关的所有纠纷均应由上海国际仲裁中心根据其届时有效的仲裁规则通过仲裁裁决。

1.8.9. 本条款和条件中提及的所有附件和文档均是本合同不可分割的一部分。

1.8.10. 本条款和条件的英文版本应是对缔约方具有约束力的唯一版本。

1.9. Orders using the TecAlliance online shop

1.9.1. **Scope**

1.9.1.1. TecAlliance operates a sales platform at the URL https://solutions.tecalliance.net.cn (online shop).

1.9.1.2. To the extent that the conditions in this section differ from the remainder of the GTCs, the conditions of this section shall apply to orders placed by the Customer in the online shop.

1.9.2. **Offer and conclusion of contract**

1.9.2.1. Each customer order made via the online shop is considered an offer from the Customer to TecAlliance for the conclusion of a contract regarding the ordered products.

1.9.2.2. Upon receipt of the order by TecAlliance, the Customer shall receive an e-mail confirming receipt of the order by TecAlliance and stating its details (order confirmation).

1.9.2.3. The order confirmation constitutes an acceptance of the Customer's offer.

1.9.3. **Subscription**

1.9.3.1. Certain products may be ordered in the online shop on a subscription basis. The Customer has the possibility of selecting this option during the order process.

1.9.3.2. By ordering a subscription, an obligation for continuous payment is established that lasts 12 months.

1.9.3.3. The subscription is automatically extended by a further 12 months unless it is cancelled before the end of the contract term in the customer area of the online shop.

1.9.4. **Delivery**

The access data for the ordered products will be made available to the Customer in the customer area of the online shop following full payment.

1.9.5. **Payment and due date**

1.9.5.1. Payment shall be made using one of the methods of payment offered during the order process.

1.9.5.2. Payments are due upon conclusion of the contract.

2. Product-related terms and conditions

2.1. Databases (data)

2.1.1. **General provisions**

2.1.1.1. **Content of the service**

2.1.1.1.1. The content of the service is the provision of a database and database contents in accordance with the contractual arrangements.

2.1.1.1.2. Details of the database provided can be found in the specification of service.

1.9. 使用 TecAlliance 线上商店下单

1.9.1. 范围

1.9.1.1. TecAlliance 运营销售平台，URL：https://solutions.tecalliance.net.cn（在线商店）。

1.9.1.2. 如果本节中的条件与 GTC 的其余部分不同，则本节中的条件应适用于客户在线上商店所下订单。

1.9.2. **合同要约与订立**

1.9.2.1. 通过线上商店所下的每一个客户订单均被视为客户向 TecAlliance 提供的要约，以就所订购产品订立合同。

1.9.2.2. TecAlliance 接收订单时，客户将收到一封电子邮件，确认 TecAlliance 已接收订单并说明订单详情（订单确认）。

1.9.2.3. 订单确认构成接受客户的要约。

1.9.3. 订购

1.9.3.1. 某些产品可通过订阅方式在线上商店订购。客户可在订购过程中选择此选项。

1.9.3.2. 订购订阅后，所建立的持续支付义务将持续 12 个月。

1.9.3.3. 除非在合同到期前在线上商店用户专区取消订阅，否则订阅将自动延长 12 个月。

1.9.4. 交付

全额付款后，客户将可通过在线上商店的用户专区访问订购产品的数据。

1.9.5. **付款和到期日期**

1.9.5.1. 应使用订单过程中提供的付款方法之一进行付款。

1.9.5.2. 合同签订后，须及时缴清付款。

2. 产品相关条款和条件

2.1. 数据库（数据）

2.1.1. 通用条款

2.1.1.1. 服务内容

2.1.1.1.1. 服务内容是根据合同安排提供数据库和数据库内容。

2.1.1.1.2. 所提供的数据库详情请见服务规范。

2.1.1.1.3. TecAlliance is entitled to safeguard the database and its contents with protective technical measures in order to protect them against unauthorised copying. The customer is not entitled to remove or circumvent these protective measures.

2.1.1.2. Granting of rights of use

2.1.1.2.1. The customer acknowledges that the provided database and its contents are works protected by copyright and ancillary copyright.

2.1.1.2.2. TecAlliance shall grant the customer the non-exclusive, non-transferable and non-sublicensable right, limited in time to the duration of the contract, to duplicate and distribute the database and the database contents and to make them publicly accessible exclusively for the projects named in the project description, in accordance with the provisions of these terms and conditions.

2.1.1.2.3. The customer is entitled to use service providers within the framework of the projects specified in the project description and to transfer the database and database contents to them within this framework. This shall not affect the customer's responsibility for compliance with these contractual conditions.

2.1.1.2.4. Any use going beyond the contractual agreement, as well as the transfer of the database and the database contents to third parties, shall be prohibited.

2.1.1.3. Customer obligations

2.1.1.3.1. The customer is obligated to install an effective security mechanism to protect against changes, unauthorised duplication, distribution or manipulation of TecDoc data (e.g. firewall) in accordance with the current state of the art. In particular, the customer must ensure that any modification or systematic reading of the database, in particular the downloading thereof, is technically impossible.

2.1.1.3.2. TecAlliance is entitled, but not obligated, to examine the customer's project with respect to its use pursuant to the contract. To this end, the customer is obligated to grant TecAlliance an appropriate test access to the project free of charge.

2.1.1.4. Web service/data stream

If the database is provided via a web service, the following conditions shall also apply.

2.1.1.4.1. Implementation period

2.1.1.4.1.1. After the conclusion of the contract, the customer shall be granted an implementation period of sixty (60) calendar days upon request. This starts with the transmission of the relevant account data by TecAlliance.

2.1.1.4.1.2. The implementation period shall be used for the integration of the web service into the customer's system. A production use of the web service and the provision of public access to the database shall be prohibited during the implementation period.

2.1.1.1.3. TecAlliance 有权采取保护性技术措施保护数据库及其内容，以防止未经授权进行复制。客户无权移除或规避这些保护性措施。

2.1.1.2. 授予使用权

2.1.1.2.1. 客户知悉，所提供的数据库及其内容均是受版权及附属版权保护的作品。

2.1.1.2.2. 根据本条款和条件的规定，TecAlliance 应授予客户在合同有效期内非专属、不可转让和不可再授权的权利，以便复制和分发数据库和数据库内容，并使其仅可公开访问项目描述中指定的项目。

2.1.1.2.3. 客户有权在项目框架内使用项目描述中指定的服务提供商，并在此框架内将数据库和数据库内容传输给他们。这不会对客户遵守合同条件的责任产生影响。

2.1.1.2.4. 禁止任何超出合同约定的用途，禁止将数据库和数据库内容传输给第三方。

2.1.1.3. 客户义务

2.1.1.3.1. 客户有义务根据当前的技术水平，落实有效的安全机制，以防篡改、未经授权复制、分发或操作 TecDoc 数据（如防火墙）。特别注意，客户必须确保在技术方面不可能对数据库进行任何修改或系统读取，尤其是不可能下载数据库内容。

2.1.1.3.2. 根据合同，TecAlliance 有权但没有义务检查客户项目的使用情况。为此，客户需要免费授予 TecAlliance 相关项目的适当测试权限。

2.1.1.4. Web 服务/数据流

如果数据库通过 Web 服务进行提供，则以下条件将适用。

2.1.1.4.1. 实施期

2.1.1.4.1.1. 合同签订后，应客户要求，客户将有六十 (60) 自然日的实施期。实施期从通过 TecAlliance 传输相关帐户数据开始计算。

2.1.1.4.1.2. 实施期将用于将 Web 服务集成到客户系统。实施期间，将禁止对该 Web 服务的生产使用和对数据库的公开访问。

2.1.1.4.1.3. A one-off set-up fee shall be due for the implementation period. Licence fees shall not be incurred during the implementation period.

2.1.1.4.1.4. The implementation period shall not be credited against the minimum term of the contract.

2.1.1.4.2. **Right of termination**

The customer may terminate the contract with immediate effect during the first thirty (30) calendar days of the implementation period.

2.1.1.4.3. **Caching**

2.1.1.4.3.1. All access to the database and database content must be via the Web Service.

2.1.1.4.3.2. The temporarily storage of Web Service data (caching) is permitted, provided that it is used exclusively for user inquiries and lasts only until the next update of the respective data in the Web Service, however no more than 30 days.

2.1.1.4.3.3. Data from "RMI Notes" and data that is billed based on use (e.g. per click, per query, based on volume) may not be stored temporarily.

2.1.1.4.3.4. Data for invoice and delivery documents may be stored indefinitely.

2.1.1.5. **Violation of the contractual conditions/contractual penalty**

2.1.1.5.1. If the customer violates the terms of the contract, all rights of use granted under this contract shall immediately become invalid and shall automatically revert to TecAlliance. In this case, the customer shall immediately and completely stop using the database, delete all copies existing on its systems and delete any backup copies made or return them to TecAlliance.

2.1.1.5.2. Each individual culpable violation of the contractual conditions by the customer shall result in the payment of an appropriate contractual penalty to TecAlliance. The amount of the contractual penalty shall be determined by TecAlliance at its reasonable discretion but the penalty shall not be less than RMB 80,000 in cases of infringement of intellectual property. In the event of a dispute, the amount of the contractual penalty may be reviewed by the competent court or arbitration tribunal. Further rights of TecAlliance remain unaffected. In the event of a claim for compensation, the contractual penalty shall be set off against the compensation.

2.1.1.6. **Consequences of the termination of the contract**

In the event of termination of the contract – for whatever reason – the customer shall immediately and completely desist from using the database, delete all copies existing on its systems, and delete any backup copies made or return them to TecAlliance. This obligation shall not apply if and as long as the storage of the data is required on the basis of a statutory storage obligation.

2.1.2. **Special provisions for TecDoc Catalogue Data**

2.1.1.4.1.3. 实施期内应一次性缴纳安装费。实施期内不会产生许可费。

2.1.1.4.1.4. 实施期不计入最短合同期限。

2.1.1.4.2. **终止权**

客户可在实施期前三十 (30) 个自然日内终止合同，即时生效。

2.1.1.4.3. **缓存**

2.1.1.4.3.1. 对数据库和数据库内容的所有访问须通过 Web 服务进行。

2.1.1.4.3.2. 允许临时存储（缓存）Web 服务数据，但前提是该数据仅供用户进行查询，最长持续至 Web 服务中相应数据的下一次更新，同时不得过 30 天。

2.1.1.4.3.3. 来自"RMI Notes"的数据和基于使用计费的数据（例如点击数、查询数、基于流量等）不得进行临时存储。

2.1.1.4.3.4. 发票和交付文件数据可无限期进行存储。

2.1.1.5. **合同条件/合同违规处罚**

2.1.1.5.1. 如果客户违反本合同条款，则根据本合同授予的所有使用权将立即失效，并应自动归还至 TecAlliance。在这种情况下，客户应立即完全停止使用数据库，删除其系统上存有的所有副本，并删除任何备份副本或将其归还 TecAlliance。

2.1.1.5.2. 客户应就任何应受处罚的单次违规均向 TecAlliance 支付适当的合同违约金。TecAlliance 可自行在合理范围内确定违约金数额，如果违约涉及知识产权，则每次应支付的合同违约金金额不得低于人民币 80,000 元。如有争议，可由有管辖权的管辖法院或仲裁庭判决调整合同违约金金额。TecAlliance 的其它权利则不受影响。如有索赔，则应从赔偿中扣除合同违约金。

2.1.1.6. **合同终止的后果**

无论出于任何原因终止合同，客户者应立即完全停止使用数据库，删除其系统上存有的所有副本，并删除任何备份副本或将其归还 TecAlliance。如根据法定存储义务需要存储数据，则上述义务将不适用。

2.1.2. **对 TecDoc Catalogue Data 的特殊规定**

2.1.2.1. Content of the service

2.1.2.1.1. The fact that the article data contained in the "TecDoc Catalogue Data" database originates from data suppliers and is not checked by TecAlliance for correctness, completeness or currency represents an important basis of the contract.

2.1.2.2. Scope of use

2.1.2.2.1. The customer's right of use includes the use of the article data of the agreed brands in the agreed languages. The customer is advised that certain data is subject to country-specific restrictions. The use of the data outside the permitted countries is the sole responsibility of the customer.

2.1.2.2.2. The database may only be used in connection with new parts, refurbished parts or replacement parts. Reconditioned parts and replacement parts are reconditioned used parts that are branded by a trademark or by the re-manufacturer and that do not differ substantially in terms of quality, function and durability from new parts.

2.1.2.2.3. Use of the data for the used parts trade shall not be permitted. Used parts are parts that are reused without further reworking and still bear the trademark of the vehicle manufacturer or the original parts manufacturer.

2.1.2.2.4. The use of the data for original spare parts of car manufacturers is prohibited. Original spare parts are those parts that bear the trademark of the vehicle manufacturer.

2.1.2.2.5. The customer may only display article data of articles that it actually sells. It is sufficient for the customer to always have the displayed articles in its product range. In this case, the temporary unavailability of an article is not relevant.

2.1.2.2.6. The customer is obliged to indicate at least the following article data with each article: brand name of the manufacturer, article number of the manufacturer, any product restrictions. This information must be made accessible in a simple way in direct connection with the article information.

2.1.2.2.7. Additional information and images relating to an article (e.g. links to OEM numbers, technical information, installation information, dimensions) may only be used in conjunction with the respective article.

2.1.2.2.8. Where manufacturers have provided cross-references to vehicle manufacturer numbers or competitor products, these may only be used in the provided allocation. The customer is not entitled to add cross-references that are not already available in the database.

2.1.2.2.9. Use of the TecDoc Catalogue Data database and the database contents for advertisements (e.g. banner advertising, retargeting, newsletters) for the project named in the project description is permitted. This does not include the right to publish the database and/or database contents with third-party providers (e.g. sales platforms, price comparison portals, product test platforms).

2.1.2.2.10.

2.1.2.1. 服务内容

2.1.2.1.1. "TecDoc Catalogue Data" 数据库中包含的商品数据均来自数据供应商，TecAlliance 不会对其正确性、完整性或通用性进行检查，这是本合同的重要基础。

2.1.2.2. 使用范围

2.1.2.2.1. 客户的使用权限包括使用以商定语言呈现的商定品牌的商品数据。应告知客户，某些数据将受到国别限制。客户若在允许国家/地区之外使用数据，后果自负。

2.1.2.2.2. 数据库只能用于新配件、翻新配件或替换配件。翻新配件和替换配件是指通过商标或再制造商标贴牌的翻新二手配件，其质量、功能和耐用性与新配件相比并无实质差异。

2.1.2.2.3. 不允许将该数据用于二手配件交易。二手配件是指未经进一步返工而重复使用的配件，且仍带有车辆制造商或原始配件制造商的商标。

2.1.2.2.4. 禁止将该数据用于汽车制造商的原始配件。原始配件是指带有车辆制造商商标的配件。

2.1.2.2.5. 客户只能显示其实际所售商品的商品数据。对于客户而言，始终能在产品范围中展示商品信息已足够满足需求。在这种情况下，某个商品临时缺货并无影响。

2.1.2.2.6. 客户须至少在每件商品上注明以下商品数据：制造商的品牌名称、制造商的商品编号、任何产品限制。此信息必须可通过与该商品信息直接相关的简单方式进行访问。

2.1.2.2.7. 与商品相关的其他信息和图像（例如，指向 OEM 编号的链接、技术信息、安装信息、尺寸）只能与相应物品一起使用。

2.1.2.2.8. 如果制造商提供了车辆制造商编号或竞争产品的交叉引用，则仅可用于相应的特定产品范围。客户无权添加数据库中尚不可用的交叉引用。

2.1.2.2.9. 允许将 TecDoc Catalogue Data 数据库和数据库内容用于为项目说明中指定的项目广告（例如横幅广告、重定目标、新闻稿）。这并不包括向第三方供应商（如销售平台、比价门户、产品测试平台）发布数据库和/或数据库内容的权利。

2.1.2.2.10.

2.1.2.3. Obligations to provide information

2.1.2.3.1. "TecDoc Inside" signet

After conclusion of the contract, the customer is obligated to apply the "TecDoc inside" signet provided by TecAlliance, in colour or black and white, to the homepage of the online shop and/or to the packaging and/or to the programme of the offline catalogue and/or to any other medium in which the database is published. Editing the logo is not permitted. Only the size of the logo may be altered, maintaining the aspect ratio, where the width may not be less than 100 pixels or 3 cm.

2.1.2.3.2. Copyright notice

The customer is obligated to include the text of the notice published at https://www.tecalliance.net/de/copyright-note/ on the homepage of the online shop and/or on the packaging and/or in the programme of the offline catalogue and/or in any other medium in which the TecDoc Catalogue Data database or database contents are published. The notice must be shown in the chosen project language. The notice must not be edited. The font size must be at least 10 pt. The text colour must significantly stand out from the background.

As an alternative, this obligation can be satisfied by linking the "TecDoc Inside" signet to the page https://www.tecalliance.net/de/copyright-note/.

2.1.2.3.3. Supplementary information

The customer is obligated to inform all users, by means of a notice, that they may have to obtain supplementary information to ensure that the part identified in the database in fact corresponds to the part searched for and is suitable for the vehicle in question. TecAlliance does not specify the wording of the notice.

2.1.2.4. Further obligations of the customer

2.1.2.4.1. The Customer must ensure that the published data is immediately updated and correctly and completely presented. The customer must indicate the version and the validity of the respective data.

2.1.3. Special provisions for TecDoc Reference Data

2.1.3.1. Scope of use

2.1.3.1.1. The contractually agreed right of use includes the use of the reference data for the selected regions in the selected languages. The customer is advised that certain data is subject to country-specific restrictions. Use of the data outside the permitted countries shall be the sole responsibility of the customer.

2.1.3.1.2. The database may only be used in connection with new parts, refurbished parts or replacement parts. Reconditioned parts and replacement parts are reconditioned used parts that are branded by a trademark or by the re-

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2.1.2.3. 提供信息的义务

2.1.2.3.1. "TecDoc Inside" 水印

签订合同后，客户须将 TecAlliance 提供的彩色或黑白的"TecDoc inside"水印应用于在线商店主页和/或包装和/或线下目录程序和/或发布了数据库的任何其他媒体之上。禁止对徽标进行编辑。仅可对徽标的大小进行调整，请维持长宽比，其中宽度不得小于 100 像素或 3 厘米。

2.1.2.3.2. 版权声明

客户须将 https://www.tecalliance.net/de/copyright-note/ 上发布声明文本附至在线商店主页和/或包装和/或线下目录程序和/或发布了 TecDoc Catalogue Data 数据库或数据库内容的任何其他媒体之上。声明须以所选的项目语言呈现。不得对声明内容进行编辑。字体大小至少须为 10 磅。文本颜色应确保文字在背景色中清晰可读。

作为替代方案，可将"TecDoc Inside"水印链接至 https://www.tecalliance.net/de/copyright note/ 页面，亦可履行这一义务。

2.1.2.3.3. 补充信息

客户有义务以通知方式告知所有用户，他们可能需要获得补充信息，以确保数据库中标识的配件与搜索的配件结果相符，且适合所述车辆。TecAlliance 并未指定通知的措词。

2.1.2.4. 客户的进一步义务

2.1.2.4.1. 客户必须确保及时更新所发布的数据，且正确完整进行显示。客户必须注明相应数据的版本和有效性。

2.1.3. 对 TecDoc 参考数据的特殊规定

2.1.3.1. 使用范围

2.1.3.1.1. 合同商定的使用权限包括在选定地区内使用以选定语言显示的参考数据。应告知客户，某些数据将受到国别限制。客户若在允许国家/地区之外使用数据，后果自负。

2.1.3.1.2. 数据库只能用于新配件、翻新配件或替换配件。翻新配件和替换配件是指通过商标或再制造商标贴牌的翻新

manufacturer and that do not differ substantially in terms of quality, function and durability from new parts.

二手配件，其质量、功能和耐用性与新配件相比并无实质差异。

2.1.3.1.3.   Use of the data for the used parts trade shall not be permitted. Used parts are parts that are reused without further reworking by the manufacturer and still bear the trademark of the car manufacturer or the original parts manufacturer.

2.1.3.1.3.   不允许将该数据用于二手配件交易。二手配件是指未经制造商进一步返工而重复使用的配件，且仍带有汽车制造商或原始配件制造商的商标。

2.1.3.2.   Obligations to provide information

2.1.3.2.   提供信息的义务

2.1.3.2.1.   "TecDoc Inside" signet

2.1.3.2.1.   "TecDoc Inside"水印

After conclusion of the contract, the customer is obligated to apply the "TecDoc inside" signet provided by TecAlliance, in colour or black and white, to the homepage of the online shop and/or to the packaging and/or to the programme of the offline catalogue and/or to any other medium in which the database is published. Editing the logo is not permitted. Only the size of the logo may be altered, maintaining the aspect ratio, where the width may not be less than 100 pixels or 3 cm.

签订合同后，客户须将 TecAlliance 提供的彩色或黑白的 "TecDoc inside"水印应用于在线商店主页和/或包装和/或线下目录程序和/或发布了数据库的任何其他媒体之上。禁止对徽标进行编辑。仅可对徽标的大小进行调整，请维持长宽比，其中宽度不得小于 100 像素或 3 厘米。

2.1.3.2.2.   Copyright notice

2.1.3.2.2.   版权声明

The customer is obligated to publish the copyright notice under https://www.tecalliance.net/de/copyright-note/ on the homepage of the online shop and/or on the packaging and/or in the programme of the offline catalogue and/or in any other medium in which the TecDoc data is published. The notice must be shown in the chosen project language. The notice must not be edited. The font size must be at least 10 pt. The text colour must significantly stand out from the background.

客户须将 https://www.tecalliance.net/de/copyright-note/ 上的版本声明发布到在线商店主页和/或包装和/或线下目录程序和/或发布了 TecDoc 数据的任何其他媒体之上。声明须以所选的项目语言呈现。不得对声明内容进行编辑。字体大小至少须为 10 磅。文本颜色应确保文字在背景色中清晰可读。

As an alternative, this obligation can be satisfied by linking the "TecDoc Inside" signet to the page https://www.tecalliance.net/de/copyright-note/.

作为替代方案，可将"TecDoc Inside"水印链接至 https://www.tecalliance.net/de/copyright note/ 页面，亦可履行这一义务。

2.1.4. Special Provisions for Vehicles in Operation, Global Vehicle Table, OE Data

2.1.4. 对 Vehicles in Operation、Global Vehicle Table、OE Data 的特殊规定

2.1.4.1.   Content of the service

2.1.4.1.   服务内容

2.1.4.1.1.   Some of the data provided originates from third-party sources; TecAlliance cannot accept any liability for the accuracy of this data. The customer acknowledges that the data provided by TecAlliance may also contain estimates and justified assumptions. The customer shall therefore always indemnify TecAlliance against all claims of third parties who could suffer damage as a result of the use of the data supplied by TecAlliance.

2.1.4.1.1.   部分所提供的数据来自第三方；TecAlliance 不对该等数据的准确性承担任何责任。客户应知晓，TecAlliance 提供的数据也可能包含估计数据和合理假设。因此，针对第三方因使用 TecAlliance 提供的数据所遭受损失而发起的所有索赔，客户应始终向 TecAlliance 进行赔偿。

2.1.4.2.   Scope of use

2.1.4.2.   使用范围

2.1.4.2.1.   The customer is obligated to always transfer the database correctly and completely, unless these terms and conditions or other agreements in text form specify a different arrangement.

2.1.4.2.1.   除非本条款和条件或其他文本形式协议指定了不同的安排，否则，客户须始终正确完整地传输数据库。

2.1.4.2.2.   The customer is entitled to use the data internally for the improvement and enrichment of its own database.

2.1.4.2.2.   客户有权在内部将数据用于改进和补充自身的数据库。

2.1.4.2.3. The customer is entitled to market this enriched database to its customers in the automotive aftermarket. The sale of the raw data provided in accordance with this agreement shall not be permitted.

2.1.4.3. Consequences of the termination of the contract

2.1.4.3.1. In the event of the termination of this contract, the customer shall cease to market the enriched database to its customers.

2.1.4.3.2. The termination of this agreement shall not affect the continued use by the customer's customers of any products that are sold by the customer prior to termination.

2.1.5. Special provisions for repair and maintenance information

2.1.6.

2.1.6.1. Content of the service

2.1.6.1.1. As much as possible, the provided data originates from vehicle manufacturers and importers. The information for individual countries may have different degrees of coverage for the vehicle manufacturer brands. TecAlliance's own data collections are clearly marked in the database.

2.1.6.1.2. The supplied data will be provided in the agreed languages.

2.1.6.1.3. TecAlliance reserves the right to change the structure of the interfaces after prior notice.

2.1.6.1.4. The data, information and systems have different coverage ratios. They will gradually be generated, expanded and maintained through updates in consideration of the respective market significance. The number of brands, models, types and documents will vary, as will the amount of information. The coverage ratio will be based on market needs and prioritised according to European registration figures. An exact quantity of available vehicle information is therefore not contractually agreed.

2.1.6.2. Scope of use

2.1.6.2.1. The customer's right of use shall include the modules, countries and languages that have been agreed on in the offer.

2.1.6.2.2. The identification of vehicles and activities is performed using the TecDoc Standard. The customer confirms that it is entitled to use the TecDoc Reference Data provided by TecAlliance.

2.1.6.2.3. The customer's software products must be designed such that only the most current data of the web service is displayed.

2.1.6.2.4. The customer is obligated to create individual identifiers for those end users to whom it provides access to the provided data and to pass these on to TecAlliance together with the use of the data. If identifiers are missing in the data, these are considered, evaluated and calculated as separate users.

2.1.4.2.3. 客户有权在汽车后市场向客户推销其增补了内容的数据库。不允许销售根据此协议提供的原始数据。

2.1.4.3. 合同终止的后果

2.1.4.3.1. 此合同终止后，客户应停止向其客户推销其增补了内容的数据库。

2.1.4.3.2. 此协议终止将不会影响客户的客户持续使用客户在协议终止前销售的任何产品。

2.1.5. 对维修和维护信息的特殊规定

2.1.6.

2.1.6.1. 服务内容

2.1.6.1.1. 所提供的数据应尽可能来源于车辆制造商和进口商。各个国家/地区的信息可能对车辆制造商品牌的覆盖程度不同。TecAlliance 自己收集的数据将在数据库中明确标出。

2.1.6.1.2. 供应数据将以商定语言提供。

2.1.6.1.3. TecAlliance 保留在事先通知后更改接口结构的权利。

2.1.6.1.4. 数据、信息和系统的覆盖率各不相同。将根据各自市场的重要性通过更新从而逐步生成、扩展并维护此类信息。品牌、型号、类型和文档的数量各不相同，信息量亦如此。覆盖率将以市场需求为基础，并将根据欧洲登记数据确定优先顺序。因此，合同中并未就可用车辆信息的确切数量作出商定。

2.1.6.2. 使用范围

2.1.6.2.1. 客户的使用权限应包括要约中已商定的型号、国家/地区和语言。

2.1.6.2.2. 使用 TecDoc Standard 对车辆与活动进行识别。客户需确认是否可使用 TecAlliance 提供的 TecDoc 参考数据。

2.1.6.2.3. 客户的软件产品必须经过设计，以确保仅显示 Web 服务的最新数据。

2.1.6.2.4. 客户有义务为要向其授予所提供数据访问权限的终端用户创建个人标识符，并将其与数据使用情况一同传递给 TecAlliance。如果数据中缺少标识符，则这些终端用户将作为不同用户予以考虑、评估和计算。

2.1.6.3. Customer obligations

2.1.6.3.1. If the customer commissions third parties to integrate the data into its systems, it is obligated to conclude an agreement with them which ensures compliance with these terms and conditions.

2.1.6.4. Support

2.1.6.4.1. Technical enquiries regarding repair and maintenance information will be answered by the TecAlliance Support at the following times: Monday to Friday, 8 a.m. to 5 p.m. CET, excluding public holidays in Baden-Württemberg.

2.1.6.5. Liability

2.1.6.5.1. When generating data, transferring expertise, and carrying out IT technical processes, incorrect information or results cannot always be ruled out in spite of careful work and planning. Data is therefore generated and delivered based on the best possible knowledge and on the condition that the source data, such as manufacturer information, is accurate. TecAlliance is therefore exempt from any liability on the basis of incorrect information or results skewed by inaccurate data and information provided by third parties to TecAlliance.

2.1.6.5.2. Liability for intent and gross negligence remains unaffected in this respect. Liability shall be limited to RMB 12,000 per individual case, as far as it is legally possible.

2.1.6.5.3. The customer is required to include a corresponding analogous disclaimer in its product in which the data and information of TecAlliance are used. The end user must acknowledge the disclaimer, e.g. by means of acceptance of appropriate clauses in the product or in general licence conditions and terms of use in the respective contracts.

2.1.6.5.4. In the event of a claim for compensation by the Customer, the following provisions must be observed. Should these provisions not be followed, TecAlliance will not pay any compensation until full proof has been provided of cause of damage by possible inaccurate information. The costs of bringing this proof are to be borne by the claimant.

2.1.6.5.4.1. Report in the event of damage

2.1.6.5.4.1.1. All cases of damage that are based on inaccurate information and could therefore lead to claims against TecAlliance must be reported to TecAlliance before the repair.

2.1.6.5.4.1.2. This must be reported immediately, as a rule within twenty four (24) hours of the damage occurrence, in writing or an email to support.wkh@tecalliance.net.

2.1.6.5.4.1.3. The damage report must contain the following information: description of damage including the cause of damage with significant photographic proof of the damage; proof that the information causing the damage came from TecAlliance

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2.1.6.3. 客户义务

2.1.6.3.1. 如果客户委托第三方将数据集成到其系统中，则须与第三方签订协议，确保第三方遵守本条款和条件。

2.1.6.4. 支持

2.1.6.4.1. TecAlliance 支持部门负责答复与维修和维护信息相关的技术咨询，时间如下：星期一至星期五，欧洲中部时间上午 8 点至下午 5 点，巴登-符腾堡公共假日除外。

2.1.6.5. 责任

2.1.6.5.1. 在生成数据、传输专业知识和执行 IT 技术流程方面，TecAlliance 工作十分细致且规划得当，但不能确保始终能够排除不正确的信息或结果。因此，TecAlliance 是基于源数据（如制造商信息）准确的前提且尽其所知生成并交付数据。所以，如因第三方为 TecAlliance 提供的数据和信息不准确导致信息不正确或结果出现偏差，TecAlliance 概不承担任何责任。

2.1.6.5.2. 在这一方面，故意和重大过失的责任将不受影响。在法律允许的范围内，单个案件的赔偿责任上限为人民币 12,000 元。

2.1.6.5.3. 客户在使用了 TecAlliance 数据和信息的产品中应包含相应的类似免责声明。终端用户必须承认免责声明，通过如接受产品中的适当条款、或接受各自合同中的一般许可条件和使用条款等方式。

2.1.6.5.4. 如果客户提出索赔，则必须遵守以下规定。如果未能遵守此等规定，TecAlliance 将不支付任何赔偿，除非有充分证据证明损坏是由不准确的信息造成。举证费用将由索赔人承担。

2.1.6.5.4.1. 出现损坏时的报告

2.1.6.5.4.1.1. 所有因不准确信息而导致的损坏及可能引起的对 TecAlliance 提出的索赔均须在维修前向 TecAlliance 进行报告。

2.1.6.5.4.1.2. 通常情况下，必须出现损坏后二十四 (24) 小时内以书面形式或电子邮件形式立即进行报告，电子邮件请发送至 support.wkh@tecalliance.net。

2.1.6.5.4.1.3. 受损报告须包含以下信息：损坏描述，包括损坏原因，并提供损坏的重要照片证据；证明造成损坏的

(excerpt of RMI, as well as principally correct information); a copy of the original repair order with a customer signature or the invoice of the job through which the possible damage was caused; copy of the purchase invoice of the part causing damage; cost estimate for claim settlement; vehicle information: brand, model, type, engine power, VIN, registration date, engine number

2.1.6.5.4.2. Further course of action

2.1.6.5.4.2.1.　On the next working day after receipt of the complete damage report by TecAlliance, the Customer shall be notified of the further course of action.

2.1.6.5.4.2.2.　Such notification may contain: the approval for repair and confirmation of assumption of a certain amount of costs by TecAlliance, or the initiation of an investigation of the reported damage by TecAlliance itself or a third party authorised by TecAlliance.

2.1.6.5.4.2.3.　If an investigation of the case of damage by TecAlliance comes to the conclusion that the asserted claim is legitimate, TecAlliance shall bear, in addition to the necessary costs of repair, all costs of the investigation and any verifiable damage suffered by the Customer as a result of the delay caused by the investigation. On the other hand, if the result of the investigation does not confirm the legitimacy of the claim, TecAlliance reserves the right to charge all costs relating to the investigation to the Customer who has asserted the claim and filed the damage report.

2.1.7. **Special provisions of TecDoc VIN (Vehicle Identification Number) Catalogue - Truck**

2.1.7.1.　　**Content of the service**

2.1.7.1.1.　The provided data comes from the relevant vehicle manufacturers and cannot be checked by TecAlliance for accuracy, completeness and up-to-dateness.

2.1.7.2.　　**Conditions of use**

2.1.7.2.1.　The data of the manufacturer DAF may only be used within the European Union and the European Economic Area (EEA).

2.1.7.2.2.　The data of manufacturers Renault and Volvo may only be used within the European Economic Area (EEA).

2.1.7.2.3.　The data of manufacturers Scania and IVECO may only be used within the European Union.

2.1.7.3.　　**Manufacturer notices**

2.1.7.3.1.　DAF Trucks: The TecDoc VIN Catalogue - Truck is published without the participation and approval of DAF Trucks. It is possible that the information in TecDoc VIN Catalogue - Truck does not accurately or completely present the corresponding information published by DAF Trucks itself. Therefore, DAF Trucks cannot be held liable for the information contained in TecDoc VIN Catalogue - Truck. In addition, it cannot be held liable

信息来自于 TecAlliance 的证据（RMI 摘录以及主要的正确信息）；带客户签名的原始维修单副本或可能造成损坏之作业的发票；造成损坏之配件的采购发票副本；理赔费用估算；车辆信息，包括品牌、型号、类型、发动机功率、车辆识别代码、注册日期、发动机编号

2.1.6.5.4.2. 后续行动方案

2.1.6.5.4.2.1.　　TecAlliance 在收到完整损坏报告后的第二个工作日，应通知客户有关后续行动方案。

2.1.6.5.4.2.2.　　此类通知可能包含：TecAlliance 对维修所作批准及确认承担一定费用，或 TecAlliance 自身或 TecAlliance 授权第三方对所报告损坏发起调查。

2.1.6.5.4.2.3.　　如果 TecAlliance 经调查证实所主张的索赔属于合法索赔，则 TecAlliance 除了承担必要的维修费用外，还应承担所有调查费用以及客户因调查导致延误所带来的任何可证实损失。另一方面，如果调查结果不能证实索赔的合法性，则 TecAlliance 保留向提出索赔并提交受损报告的客户收取调查相关全部费用的权利。

2.1.7. 对"**TecDoc VIN（车辆识别代码）Catalogue - Truck**"的特殊规定

2.1.7.1.　　**服务内容**

2.1.7.1.1.　提供的数据来自于相关车辆制造商，TecAlliance 无法检查其准确性、完整性和更新情况。

2.1.7.2.　　**使用条件**

2.1.7.2.1.　制造商 DAF 的数据仅可在欧盟和欧洲经济区 (EEA) 内使用。

2.1.7.2.2.　制造商雷诺和沃尔沃的数据仅可在欧洲经济区 (EEA) 内使用。

2.1.7.2.3.　制造商斯堪尼亚和 IVECO 的数据仅可在欧盟内使用。

2.1.7.3.　　**制造商声明**

2.1.7.3.1.　DAF Trucks：TecDoc VIN Catalogue - Truck 之发布未经 DAF Trucks 参与和审批。TecDoc VIN Catalogue - Truck 内的信息可能并不能准确完整地展示 DAF Trucks 所发布的相应信息。因此，DAF Trucks 不对 TecDoc VIN Catalogue - Truck 中所含信息负责。此外，对于根据 TecDoc VIN Catalogue - Truck

for the safety, reliability, fuel consumption or exhaust emission levels of vehicles that are serviced or repaired on the basis of the information contained in TecDoc VIN Catalogue - Truck.

2.1.7.3.2.   MAN: licensed by MAN Truck & Bus.

2.2.   Software solutions

2.2.1. **General provisions**

2.2.1.1.   **Content of the service**

2.2.1.1.1.   The content of the service is the provision of software in accordance with the contractual arrangements.

2.2.1.1.2.   Details of the software provided can be found in the specification of service.

2.2.1.1.3.   TecAlliance is entitled to safeguard the software with technical protective measures in order to protect it against unauthorised copying. The customer is not entitled to remove or circumvent these protective measures.

2.2.2. **Special provisions of the CCU**

2.2.2.1.   **Content of the service**

2.2.2.1.1.   TecAlliance is required to provide the CCU software to the customer for the entire term of the contract.

2.2.2.1.2.   The software will be made available to the customer for download.

2.2.2.1.3.   The software includes the necessary functionality to enter data or articles and to link them to TecDoc vehicles. After the software has been provided, the customer must enter the data independently and send it to TecAlliance.

2.2.2.1.4.   The hardware and software required for the operation of the software must be provided by the data supplier. The customer must configure and install the software by himself/herself.

2.2.2.2.   **Right of use**

2.2.2.2.1.   TecAlliance grants the customer a non-exclusive right to use the software for the purpose of data maintenance for the duration of the contract.

2.2.2.2.2.   The permissible scope of use includes the installation of the software, loading it into the working memory along with the intended use on the part of the customer.

2.2.2.2.3.   The software may only be used by the customer to maintain the data of the brand(s) for which he/she holds a valid data supplier contract with TecAlliance.

2.2.2.2.4.   Under no circumstances shall the customer have the right to rent out or in any way sub-license the software, to reproduce it publicly, make it accessible or make it available to third parties.

2.2.2.2.5.   The customer may not make the software available to third parties for external data maintenance. It may only be passed on to third parties in text form in well-justified and exceptional cases with the prior consent of TecAlliance.

中所含信息进行了服务或维修之车辆的安全性、可靠性、燃油消耗或废气排放水平，本公司概不负责。

2.1.7.3.2.   MAN：经 MAN Truck & Bus 许可。

2.2.   软件解决方案

2.2.1. **通用条款**

2.2.1.1.   **服务内容**

2.2.1.1.1.   服务内容是根据合同安排提供软件。

2.2.1.1.2.   所提供的软件详情请见服务规范。

2.2.1.1.3.   TecAlliance 有权采取保护性技术措施保护软件，以防止未经授权进行复制。客户无权移除或规避这些保护性措施。

2.2.2. **对 CCU 的特殊规定**

2.2.2.1.   **服务内容**

2.2.2.1.1.   TecAlliance 需要在整个合同期限内向客户提供 CCU 软件。

2.2.2.1.2.   客户可通过下载获得该软件。

2.2.2.1.3.   该软件包含输入数据或商品信息以及将其链接至 TecDoc 车辆等必需功能。获得软件后，客户须自行输入数据并将其发送给 TecAlliance。

2.2.2.1.4.   操作软件所需的硬件和软件必须由数据供应商提供。客户须自行配置并安装软件。

2.2.2.2.   **使用权限**

2.2.2.2.1.   TecAlliance 将授予客户该软件的非专属使用权限，以便其在合同期内对数据进行维护。

2.2.2.2.2.   允许的使用范围包括软件安装、将软件加载至工作存储器以及客户的预期用途。

2.2.2.2.3.   客户只能使用该软件维护其与 TecAlliance 签订了有效数据供应商合同的品牌数据。

2.2.2.2.4.   在任何情况下，客户均无权出租或以任何方式对该软件进行再许可或公开复制，或允许第三方访问或使用该软件。

2.2.2.2.5.   客户不得将该软件提供给第三方进行外部数据维护。仅出于正当理由和在例外情况下，事先获得 TecAlliance 同意后，方可以文本形式将权限传递给第三方。

2.2.2.2.6. In this case, the third party must be obligated by the customer in text form to use the software exclusively under the terms of this contract.

2.2.2.3. **Maintenance**

2.2.2.4. TecAlliance warrants that the contractually agreed quality of the software will be maintained during the term of the contract and that no rights of third parties will conflict with the use of the software in accordance with the contract. TecAlliance will remedy any defects in the software within a reasonable period of time.

2.2.2.5. The customer is obligated to notify TecAlliance immediately of any defects in the software in text form after they have been discovered. In the case of material defects the notification shall be accompanied by a description of the time and the detailed circumstances of their occurrence.

2.2.2.6. TecAlliance delivers updates to the customer within the scope of maintenance. The customer is required to install updates immediately, but no later than four weeks after receipt, and to discontinue the use of outdated versions of the software.

2.2.2.7. **Documentation, Training**

2.2.2.7.1. TecAlliance offers a one-day, free training course on how to use the software for the customer's employees via a webinar or at the TecAlliance location in Shanghai

2.2.2.7.2. (4) Installation and configuration services are not part of the contract but may be the subject of a separate agreement between the parties.

2.2.2.8. **Support**

2.2.2.8.1. The support is provided by TecAlliance or a third party commissioned by TecAlliance. It is categorised as follows:

2.2.2.8.1.1. First Level Support (telephonic registration of the fault with a Customer Help Desk – CHD; advice in relation to technical issues regarding application – use, and known errors) and

2.2.2.8.1.2. Second Level Support (takeover and diagnosis of problem reports from First Level Support. Remedying of the error and provision of a workaround or corrective version).

2.2.2.8.2. All support services (with the exception of training support) can be provided by TecAlliance or by a third party appointed by TecAlliance over the telephone or via remote service. If a remote service is not approved by the customer so that on-site support becomes necessary, the customer shall bear the costs and expenses arising from this.

2.2.2.8.3. If any specific problems require further measures, TecAlliance shall provide a paid on-site service.

2.2.2.8.4. The support will be available during normal office hours (Mon-Fri. 9:30 - 18:00, UTC+8, China Standard Time). On public holidays in P.R.China, support will not be provided.

2.2.2.2.6. 对于这种情况，客户须以文本形式要求第三方按照本合同的条款独自使用该软件。

2.2.2.3. **维护**

2.2.2.4. TecAlliance 保证，合同商定的软件质量将在合同期限内保持不变，且任何第三方的权利均不会与根据合同使用软件产生冲突。TecAlliance 将在合理期限内修复软件的任何缺陷。

2.2.2.5. 发现软件存在的任何缺陷后，客户须立即以文本形式通知 TecAlliance。如出现重大缺陷，通知应附上对缺陷发生时间和详细情况的描述。

2.2.2.6. TecAlliance 将在维护范围内向客户提供更新。客户必须立即安装更新，且不得迟于收到后四周，同时停止使用旧版本软件。

2.2.2.7. **文档与培训**

2.2.2.7.1. TecAlliance 通过网络研讨会或 TecAlliance 位于上海的办事处向客户员工提供为期一天的免费软件使用培训课程。

2.2.2.7.2. (4) 安装和配置服务并未包含在合同内，但双方可就此签署附加协议。

2.2.2.8. **支持**

2.2.2.8.1. 支持将由 TecAlliance 或由 TecAlliance 委托的第三方提供。支持分类如下：

2.2.2.8.1.1. 一级支持（致电客户服务台 (CHD) 登记故障；与应用技术问题相关的建议，即使用和已知错误）以及

2.2.2.8.1.2. 二级支持（接收并诊断来自一级支持的问题报告。纠正错误并提供解决方法或纠正版本）。

2.2.2.8.2. 所有支持服务（培训支持除外）均可由 TecAlliance 或 TecAlliance 指定的第三方通过电话或远程服务进行提供。如果客户不批准远程服务而需要提供现场支持，则因此而产生的成本和费用由客户一应承担。

2.2.2.8.3. 对于需要采取进一步措施的任何具体问题，TecAlliance 应提供有偿现场服务。

2.2.2.8.4. 支持将于正常办公时间内提供（周一至周五，中国标准时间 9:30 - 18:00）。中国公共假日不提供支持。

2.2.2.8.5. Support is provided in Chinese and English.

2.2.3. **Special provisions for the CCU**

2.2.3.1. **Content of the service**

2.2.3.1.1. TecAlliance is required to provide the CCU software to the customer for the entire term of the contract.

2.2.3.1.2. TecAlliance will provide executable software to the customer within eight weeks of the conclusion of the contract and delivery of the customer data.

2.2.3.1.3. The software will be made available to the customer for download.

2.2.3.1.4. The customer is authorised to install the software at its facilities.

2.2.3.1.5. TecAlliance guarantees that the software is free of third-party rights and, in particular, that no patents, copyrights or third-party intellectual property rights are infringed.

2.2.3.2. **Right of use**

2.2.3.2.1. TecAlliance grants the customer the non-exclusive, non-transferable and non-sublicensable right, limited in time to the term of this contract, to use the software in accordance with the provisions of these terms and conditions.

2.2.3.2.2. During the term of the contract, the customer is authorised to copy the software in writing and/or machine-readable format in whole or in part in order to install and/or execute the software.

2.2.3.2.3. During the term of the contract, the customer is authorised to make an additional copy of the software for backup and archiving purposes.

2.2.3.3. **Documentation, training and support**

2.2.3.3.1. Manuals and software documentation are provided solely for the customer's internal use.

2.2.3.3.2. TecAlliance is required to provide training on the use of the software to the customer's employees. Such training includes two days of training for up to ten (10) persons on the premises of TecAlliance Shanghai.

2.2.3.3.3. TecAlliance provides software support during the following business hours: Monday to Friday, 9:30 to 18:00 UTC+8, China Standard Time (with the exception of holidays in the P.R.China). Support is available at the telephone number +21 3387 0258 or by email at Support.ap@tecalliance.net. Support is provided in English and Chinese.

2.2.3.4. **Error handling**

2.2.3.4.1. TecAlliance is required to investigate software errors reported in writing by the customer provided the following conditions have been met: 1. The error can be reproduced; 2. The error has occurred in the latest version of the software and the customer has installed this version; 3. The customer provides TecAlliance all information about the circumstances under which the error occurred; 4. The software has not been modified by the

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2.2.2.8.5. 可提供汉语和英语两种语言的支持。

2.2.3. **对 CCU 的特殊规定**

2.2.3.1. **服务内容**

2.2.3.1.1. TecAlliance 需要在整个合同期限内向客户提供 CCU 软件。

2.2.3.1.2. TecAlliance 将于合同签订和客户数据交付后 8 周内向客户提供可执行的软件。

2.2.3.1.3. 客户可通过下载获得该软件。

2.2.3.1.4. 客户有权在其设施内安装软件。

2.2.3.1.5. TecAlliance 保证软件不侵犯第三方权利，尤其是不会对任何专利、版权或第三方知识产权构成侵犯。

2.2.3.2. **使用权限**

2.2.3.2.1. TecAlliance 授予客户在合同期限内的非专属、不可转让和不可再授权的权利，以按照本条款和条件的规定使用本软件。

2.2.3.2.2. 在合同期限内，客户有权以书面和/或机器可读的格式全部或部分复制软件，以便安装和/或执行软件。

2.2.3.2.3. 在合同期限内，客户有权制作额外的软件副本，以供备份和存档之用。

2.2.3.3. **文档、培训和支持**

2.2.3.3.1. 手册和软件文档仅供客户内部使用。

2.2.3.3.2. TecAlliance 需要向客户员工提供软件使用培训。此类培训包括在 TecAlliance 上海办事处向最多十 (10) 人提供为期两天的培训。

TecAlliance 在以下办公时间内提供软件支持：星期一至星期五，中国标准时间 9:30 - 18:00（中国节假日除外）。可致电 +21 3387 0258 或发送电子邮件至 Support.ap@tecalliance.net 获得支持。可提供英语和汉语两种语言的支持。

2.2.3.4. **错误处理**

2.2.3.4.1. 如果满足以下条件，TecAlliance 须调查客户以书面形式报告的软件错误：1.错误能够重现；2.此错误出现在最新版本的软件中，且客户已安装此版本；3.客户已向 TecAlliance 提供错误发生情况相关的所有信息；4.客户或任

customer or any third party, unless the modification was authorised by TecAlliance in advance.

2.2.3.4.2. Following completion of the investigation of the error, at its own discretion TecAlliance will either

2.2.3.4.2.1. correct the error and/or

2.2.3.4.2.2. offer a preliminary error correction, if required due to urgency or if error resolution is not technically possible or economically feasible, and/or

2.2.3.4.2.3. inform the customer of the reason(s) why the reported error cannot be corrected or a preliminary resolution cannot be offered.

2.2.3.4.3. TecAlliance will endeavour to work with the customer to resolve errors. Costs for repairs and/or additional maintenance time resulting from abuse or unauthorised use of the software by the customer shall, however, be borne by the customer. TecAlliance will provide the customer a cost estimate in advance to the extent that it is necessary and possible.

2.2.3.5. **Consequences of the termination of the contract**

In the event of termination of the contract – for whatever reason – the customer shall immediately and completely desist from using the software, delete all copies existing on its systems, and delete any backup copies or return them to TecAlliance.

2.2.4. **Special provisions for TecDoc Catalogue**

2.2.4.1. **Content of the service**

2.2.4.1.1. The fact that the article data contained in the "TecDoc Catalogue" software originates from data suppliers and is not checked by TecAlliance for correctness, completeness or currency represents an important basis of this contract.

2.2.4.1.2. Data that is displayed after selecting a certain country shall be applicable only to that country. The data displayed in the software shall lose its validity when the next version of the software is released.

2.2.4.2. **Rights of use**

2.2.4.2.1. The customer acknowledges that the software provided is protected by copyright and ancillary copyright according to the German Copyright Act (UrhG) and other applicable intellectual property laws.

2.2.4.2.2. TecAlliance grants the customer the non-exclusive, non-transferable and non-sublicensable right, limited in time to the term of this contract, to use the software in accordance with the provisions of these terms and conditions.

2.2.4.2.3. Use of the software and/or parts thereof beyond the extent agreed by the contract is not permitted. In particular, the customer is not entitled to allow the software and/or parts thereof to be used by third parties, in whole or in part, or to make them accessible to third parties, to duplicate or sell them, to

何第三方未对软件进行修改，或者此类修改已事先获得 TecAlliance 授权。

2.2.3.4.2. 错误调查完成后，TecAlliance 将自行决定更正错误

2.2.3.4.2.1. 和/或如因紧急情况

2.2.3.4.2.2. 或出于技术或经济原因无法解决错误，按需提供初步的错误纠正，和/或

2.2.3.4.2.3. 告知客户无法纠正其报告的错误或无法提供初步解决方案的原因。

2.2.3.4.3. TecAlliance 将尽全力与客户合作解决错误。但是，因客户滥用或未经授权使用软件而导致产生的维修费用和/或额外维护时间应由客户承担。TecAlliance 将在必要时尽可能提前向客户提供成本估算。

2.2.3.5. **合同终止的后果**

无论出于任何原因终止合同，客户者应立即完全停止使用该软件，删除其系统上存有的所有副本，并删除任何备份副本或将其归还 TecAlliance。

2.2.4. **对 TecDoc 目录 的特殊规定**

2.2.4.1. **服务内容**

2.2.4.1.1. "TecDoc 目录" 软件中包含的商品数据均来自数据供应商，TecAlliance 不会对其正确性、完整性或通用性进行检查，这是本合同的重要基础。

2.2.4.1.2. 选择特定国家/地区后显示的数据将仅适用于该国家/地区。软件发布新版本时，软件中显示的数据将不再有效。

2.2.4.2. **使用权限**

2.2.4.2.1. 客户知悉，所提供的软件将根据《德国版权法》(UrhG) 和其它适用知识产权法律受到版权和附属版权保护。

2.2.4.2.2. TecAlliance 授予客户在合同期限内的非专属、不可转让和不可再授权的权利，以按照本条款和条件的规定使用本软件。

2.2.4.2.3. 软件和/或其部分的使用不允许超出合同商定的范围。尤其是，除非版权法明确允许，否则客户无权允许第三方完全或部分使用或让第三方访问本软件和/或其部分，亦无权进行复制或出售、反编译或反汇编。

decompile or disassemble them, unless this is expressly permitted by copyright law.

2.2.4.2.4. The use of the software and/or the data contained therein shall be permitted exclusively for the customer's own use.

2.2.4.2.5. The installation of a data medium in the customer's company-internal network is permitted. The purchase of a licence allows access to the catalogue from one workstation. Access from multiple workstations is only permitted after the purchase of a corresponding licence.

2.2.4.2.6. Any use of the database that exceeds the contractual arrangement, or the provision of the software to third parties, is prohibited.

2.2.4.2.7. The data from the software may not be duplicated and/or made publicly accessible without the consent of TecAlliance.

2.2.5. **Special provisions of the TecDoc Catalogue White Label**

If the Solution TecDoc Catalogue is offered as a white label product (TecDoc Catalogue White Label Solution; TecDoc Catalogue White Label Solution & Trade Module; TecDoc Catalogue Reseller Solution; TecDoc VIN Catalogue Car/Truck), the following provisions shall apply in addition to the clause 2.2.4

2.2.5.1. **Implementation period**

2.2.5.1.1. The implementation phase is designed to optimise the white label product to customer requirements. Production use of the white label product and public access to the database is prohibited during the implementation phase.

2.2.5.1.2. The implementation phase begins with the conclusion of the contract and lasts for thirty (30) calendar days.

2.2.5.1.3. A one-off set-up fee shall be due for the implementation period. Licence fees shall not be incurred during the implementation period.

2.2.5.1.4. The implementation period shall not be credited against the minimum term of the contract.

2.2.5.2. **Right of termination**

The customer may terminate the contract with immediate effect during the first fourteen (14) calendar days of the implementation period.

2.2.6. **Special provisions for Analytics Manager**

2.2.6.1. **Content of the service**

2.2.6.1.1.1. TecAlliance shall provide the customer with the use of the software via remote access through the Internet (software as a service, SaaS).

2.2.6.1.2. The software is continuously further developed and improved. As part of this development, partial functions may be changed or removed insofar as this does not put the achievement of the contractual purpose at risk for the customer.

2.2.4.2.4. 软件和/或其中包含的数据将仅允许客户独自使用。

2.2.4.2.5. 客户公司内部网络中可安装数据媒介。购买一个许可证可允许从一个工作站访问该目录。购买相应数量的许可证后，方可允许从多个工作站进行访问。

2.2.4.2.6. 禁止超出合同协议使用数据库，禁止向第三方提供软件。

2.2.4.2.7. 未经 TecAlliance 同意，不得复制和/或公开访问软件中的数据。

2.2.5. **对 TecDoc 目录白标的特殊规定**

如果解决方案 TecDoc 目录作为白标产品（TecDoc 目录白标解决方案；TecDoc 目录白标解决方案和交易模块；TecDoc 目录分销商解决方案；TecDoc VIN Catalogue Car/Truck）提供，则除 2.2.4 本条款外，以下规定也适用

2.2.5.1. **实施期**

2.2.5.1.1. 实施阶段旨在根据客户要求优化白标产品。实施期间，将禁止对白标产品进行生产使用和对数据库进行公开访问。

2.2.5.1.2. 实施阶段从签订合同开始，持续三十 (30) 个自然日。

2.2.5.1.3. 实施期内应一次性缴纳安装费。实施期内不会产生许可费。

2.2.5.1.4. 实施期不计入最短合同期限。

2.2.5.2. **终止权**

客户可在实施期前十四 (14) 个自然日内终止合同，即时生效。

2.2.6. **对数据分析经理的特殊规定**

2.2.6.1. **服务内容**

2.2.6.1.1.1. TecAlliance 应通过互联网远程访问供客户使用软件（软件即服务，SaaS）。

2.2.6.1.2. 软件将持续开发和完善。作为其中的一部分，可能会更改或移除部分功能，但前提是这不会给客户合同目标的实现带来风险。

2.2.6.2.   **Rights of use**

2.2.6.2.1.   The software and the included databases are protected by copyright. The copyright, patent rights, trademark rights and all other ancillary copyrights to the software and the included databases are held exclusively by TecAlliance. Inasmuch as the rights are held by third parties, TecAlliance holds corresponding rights of use.

2.2.6.2.2.   TecAlliance shall grant the customer, within the framework determined in this contract, a simple, non-transferable and non-sublicensable right to use the software and included databases, which is limited in time to the term of this contract. No further rights are granted to the customer.

2.2.6.2.3.   The software may only be used by persons to whom TecAlliance has assigned an access authorisation or access details in accordance with a contractual agreement. The access authorisation is exclusive to the person and may not be passed on to other persons or used by other persons.

2.2.6.2.4.   The reports created with the software shall be exclusively for the internal use of the customer. Dissemination to third parties and/or publication is prohibited. An exception to this is the dissemination to service providers who are acting on behalf of the customer. This shall not affect the customer's responsibility for compliance with these contractual conditions.

2.2.6.3.   **Customer obligations**

2.2.6.3.1.   The customer shall fulfil all the obligations that are necessary for the performance and handling of this contract in a timely, complete and professional manner, in particular: the examination of the services offered with regard to its requirements; ensuring that TecAlliance's minimum requirements for the hardware and software used by the customer are met; the observance of instructions from TecAlliance for error prevention; the protection of the local IT systems against malware attacks; the regular backup of the data and content transmitted to TecAlliance.

2.2.6.3.2.   If a third party claims an infringement of rights as a result of the data and/or content provided by TecAlliance to the customer, TecAlliance is entitled to block the content, in whole or in part, temporarily or permanently, if there is a doubt justified by objective evidence regarding the legality of the data and/or content. In this case, TecAlliance shall request that the customer eliminate the infringement within a reasonable time or prove the legality of the data and/or content. If the customer does not comply with this request, TecAlliance is entitled, without prejudice to further rights and claims, to terminate the contract for due cause without notice. Expenses incurred by TecAlliance as a result of the aforementioned measures shall be charged to the customer. If the customer is responsible for the infringement, it shall compensate TecAlliance for the resulting damage and indemnify TecAlliance against any claims by third parties. Further rights remain reserved.

2.2.6.2.   **使用权限**

2.2.6.2.1.   软件及所含数据库受版权保护。软件和所含数据库的版本、专利权、商标权及所有其他附属版权均由 TecAlliance 独家所有。对于由第三方持有的权利，TecAlliance 持有相应的使用权限。

2.2.6.2.2.   TecAlliance 应在此合同界定的框架内，向客户授予简单、不可转让和不可再授权的权利，以便其使用本软件和所包含的数据库，仅在本合同期限内有效。未向客户授予进一步权限。

2.2.6.2.3.   本软件仅供 TecAlliance 已根据合同协议向其分配了访问授权或访问详情的人员使用。访问授权专人专享，不得转给他人或由他人使用。

2.2.6.2.4.   使用软件创建的报告应仅供客户内部使用。禁止向第三方传播和/或发表。向代表客户行事的服务提供商传播除外。这不会对客户遵守合同条件的责任产生影响。

2.2.6.3.   **客户义务**

2.2.6.3.1.   客户应及时、完整和专业地履行所有义务以便本合同得以执行和处理，特别是：检查所提供的服务是否符合要求；确保客户使用的硬件和软件满足 TecAlliance 的最低要求；遵守 TecAlliance 的错误防范说明；保护本地 IT 系统免受恶意软件攻击；定期备份传输至 TecAlliance 的数据和内容。

2.2.6.3.2.   如果第三方声称 TecAlliance 向客户提供的数据和/或内容造成侵权，且存在客观证据证明该数据和/或内容的合法性存疑，则 TecAlliance 有权暂时或永久封锁全部或部分内容。在这种情况下，TecAlliance 应要求客户在合理期限内消除侵权行为，或证明数据和/或内容的合法性。如果客户不遵守此要求，TecAlliance 有权以正当理由终止合同，无需另行通知，且不影响后续权利和索赔。TecAlliance 方因上述措施而产生的费用将由客户承担。如果客户对侵权行为负责，则应就由此造成的损害为 TecAlliance 提供赔偿，并就 TecAlliance 遭遇的第三方的任何索赔予以赔偿。后续权利仍予以保留。

2.2.6.3.3. The customer is obligated to keep confidential the user and access authorisations assigned to it or to the users, as well as other agreed identification and authentication instruments, to protect them from access by third parties and not to pass them on to unauthorised third parties.

2.2.6.4. **Special provisions for the Analytics Manager Module Demand Dashboard**

2.2.6.4.1. **Support**

2.2.6.4.1.1. TecAlliance shall provide software support by e-mail.

2.2.6.4.1.2. Customer support requests must contain the following information: Subject: Analytics Manager Module Demand Dashboard + short description of error + customer's company name; user details: first name, last name, e-mail address; detailed error description; time of error occurrence; browser; operating system; if possible suitable screenshots.

2.2.6.4.1.3. TecAlliance only accepts support requests with the information described above, which must be sent to support.cgn@tecalliance.net.

2.2.6.4.1.4. The software includes a user help feature, which contains instructions for the customer on how to use the software.

2.2.6.5. **Special provisions for the Analytics Manager Module PMA**

2.2.6.5.1. **Right of use**

2.2.6.5.1.1. The software may only be used by persons to whom TecAlliance has assigned an access authorisation or access details in accordance with a contractual agreement. The access authorisation is exclusive to the person and may not be passed on to other persons or used by other persons.

2.2.6.5.1.2. The customer may only grant authorisation for access or access details to persons who are employed by him/her or a service provider commissioned by him/her.

2.2.6.5.2. **Support**

2.2.6.5.2.1. TecAlliance provides software support by e-mail or telephone from Monday to Friday, 9:30 a.m. to 18:00 p.m. (UTC+8, China Standard Time). No support is available on public holidays in the P.R.China (http://www.gov.cn/zhengce/).

2.2.6.5.2.2. Customer support requests must contain the following information: Subject: Analytics Manager Module PMA + short description of error + customer's company name; user details: first name, last name, e-mail address; brand selected; detailed error description; time of error occurrence; exact report settings; if possible, the report itself or suitable screenshots.

2.2.6.5.2.3. TecAlliance only accepts support requests with the information described above, which must be sent to support.cgn@tecalliance.net and Support.ap@tecalliance.net. In urgent cases, TecAlliance provides 1st line telephone support under +21 3387 0258.

2.2.6.3.3. 客户有义务对用户和向其或用户分配的访问授权、以及其他商定的识别和身份验证工具给予保密，保护其不受第三方访问，并且不将其传递给未经授权的第三方。

2.2.6.4. **对分析经理模块需求仪表板的特殊规定**

2.2.6.4.1. **支持**

2.2.6.4.1.1. TecAlliance 将通过电子邮件提供软件支持。

2.2.6.4.1.2. 客户支持请求必须包含以下信息：主题：分析经理模块需求仪表板 + 错误的简短描述 + 客户的公司名称；用户详情：名字、姓氏、电子邮箱；错误的详细描述；错误发生时间；浏览器；操作系统；如可能，请提供适当的屏幕截图。

2.2.6.4.1.3. TecAlliance 仅接受包含上述信息的支持请求，请求须发送至 support.cgn@TecAlliance.net。

2.2.6.4.1.4. 该软件内设用户帮助功能，其中包含向客户提供的软件使用说明。

2.2.6.5. **对分析经理模块 PMA 的特殊规定**

2.2.6.5.1. **使用权限**

2.2.6.5.1.1. 本软件仅供 TecAlliance 已根据合同协议向其分配了访问授权或访问详情的人员使用。访问授权专人专享，不得转给他人或由他人使用。

2.2.6.5.1.2. 客户仅可向其雇员或受其委托的服务提供商授予访问或访问详情许可。

2.2.6.5.2. **支持**

2.2.6.5.2.1. TecAlliance 通过电子邮件或电话提供软件支持，支持时间：星期一至星期五，上午 9：30 点至下午 18:00 点（中国标准时间）。公共假日（http://www.gov.cn/zhengce/）将不提供支持。

2.2.6.5.2.2. 客户支持请求必须包含以下信息：主题：分析经理模块 PMA + 错误的简短描述 + 客户的公司名称；用户详情：名字、姓氏、电子邮箱；所选品牌；错误的详细描述；错误发生时间；准确报告背景信息；如可能，请提供报告本身或适当的屏幕截图。

2.2.6.5.2.3. TecAlliance 仅接受包含上述信息的支持请求，请求须发送至 support.cgn@tecalliance.net 和 Support.ap@tecalliance.net。紧急情况下，TecAlliance 将提供电话支持，电话号码为：+21 3387 0258。

2.2.6.5.2.4. The software includes a user help feature, which contains instructions for the customer on how to use the software.

2.2.6.6. Use of the TecDoc Catalogue Data database

2.2.6.6.1. The software can only be used in conjunction with the TecDoc Catalogue Data database. This contains the data basis for the functionality of the software.

2.2.6.6.2. If the customer has already licensed the TecDoc Catalogue Data database, it is also entitled to use the data acquired in accordance with the licence within the software. The use of the TecDoc Catalogue Data database within the software must be communicated to TecAlliance in text form and confirmed by TecAlliance in text form. There shall be no further billing for the use of the TecDoc Catalogue Data database.

2.2.6.6.3. If the customer has not licensed the TecDoc Catalogue Data database, the use of the desired TecDoc data within the software shall be co-licensed in accordance with the provisions of these terms and conditions. Separate fees are charged for this, which are shown in the quotation. A further use of the TecDoc Catalogue Data database is not included.

2.2.6.7. Use of the database "Vehicles in Operation"

2.2.6.7.1. Full use of the software is only possible in connection with the "Vehicles in Operation" database. This contains the data basis for the functionality of the software.

2.2.6.7.2. If the customer has already licensed the "Vehicles in Operation" database, it is entitled to use the data acquired in accordance with the licence within the software. The use of the "Vehicles in Operation" database within the software must be communicated to TecAlliance in text form and confirmed by TecAlliance in text form. No further billing for the use of the "Vehicles in Operation" database shall take place.

2.2.6.7.3. If the customer has not licensed the "Vehicles in Operation" database, the use of the desired data within the software shall be co-licensed in accordance with the provisions of these terms and conditions. Separate fees are charged for this, which are shown in the quotation. A further use of the "Vehicles in Operation" database is not included.

2.3. Services (consulting and implementation)

2.3.1. **General provisions**

2.3.1.1. Content of the service

2.3.1.1.1. The content of the service is the provision of services by TecAlliance in accordance with the offer and the contractual arrangements.

2.3.1.1.2. Details of the services to be provided are defined in the specification of service.

2.3.2. **Special provisions for implementation services**

2.3.2.1. Data services

2.3.2.1.1. Content of the service

2.2.6.5.2.4. 该软件内设用户帮助功能，其中包含向客户提供的软件使用说明。

2.2.6.6. TecDoc Catalogue Data 数据库的使用

2.2.6.6.1. 该软件仅可用于 TecDoc Catalogue Data 数据库。该数据库包含了软件功能的数据基础。

2.2.6.6.2. 如果客户已获得 TecDoc Catalogue Data 数据库的许可，则其亦有权在软件中根据许可使用获得的数据。在软件中对 TecDoc Catalogue Data 数据库的使用须以文本形式传达给 TecAlliance，并由 TecAlliance 以文本形式确认。使用 TecDoc Catalogue Data 数据库不再另行收费。

2.2.6.6.3. 如果客户未获得 TecDoc Catalogue Data 数据库的许可，则应根据本条款和条件的规定，对在软件中使用所需的 TecDoc 数据获得共同许可。此许可将单独收费，费用请见报价单。不包括对 TecDoc Catalogue Data 数据库的进一步使用。

2.2.6.7. "Vehicles in Operation" 数据库的使用

2.2.6.7.1. 只有通过 "Vehicles in Operation" 数据库才能充分使用该软件。该数据库包含了软件功能的数据基础。

2.2.6.7.2. 如果客户已获得 "Vehicles in Operation" 数据库的许可，则其有权在软件中根据许可使用获得的数据。在软件中对 "Vehicles in Operation" 数据库的使用须以文本形式传达给 TecAlliance，并由 TecAlliance 以文本形式确认。"Vehicles in Operation" 的使用不再另行收费。

2.2.6.7.3. 如果客户未获得 "Vehicles in Operation" 数据库的许可，则应根据本条款和条件的规定，对在软件中使用所需的数据获得共同许可。此许可将单独收费，费用请见报价单。不包括对 "Vehicles in Operation" 数据库的进一步使用。

2.3. 服务（咨询与实施）

2.3.1. 通用条款

2.3.1.1. 服务内容

2.3.1.1.1. 服务内容是由 TecAlliance 根据要约和合同安排提供服务。

2.3.1.1.2. 所提供服务之详情请见服务规范。

2.3.2. 对实施服务的特殊规定

2.3.2.1. 数据服务

2.3.2.1.1. 服务内容

2.3.2.1.1.1. The contractually agreed services encompass the processing and preparation of data supplied by the customer, and the transfer of said data into the relevant TecAlliance catalogue data format, in order to subsequently, with the customer's approval, publish it according to the provisions of the Data Supply Contract and to distribute it to data users. The actual services to be provided by TecAlliance shall be specified in the offer.

2.3.2.1.1.2. Services in the area of data services shall be provided exclusively to customers who have concluded a valid Data Supply Contract with TecAlliance.

2.3.2.1.1.3. With regard to the provision of the services, TecAlliance shall only take into account the information provided by the customer and/or its service providers, such as product information, applications, cross-references, documents, etc. TecAlliance shall not use any other data sources.

2.3.2.1.1.4. TecAlliance shall transfer the customer's article data into the TecAlliance product data classification system for classification and attribution. Any generic articles and/or attributes that are not available in the TecAlliance product class identification system must be added to the TecAlliance reference data, where necessary. The article data concerned can, therefore, usually only be processed on the next possible date.

2.3.2.1.1.5. The customer's applications shall be managed solely on the basis of the TecAlliance vehicle reference data. Any vehicles that are not available in the TecAlliance vehicle data must be added to the TecAlliance reference data, where necessary. The applications concerned can therefore usually only be processed on the next possible date.

2.3.2.1.1.6. When the service is provided, OE data and/or linkages that do not have 100 % coverage are used. In this respect, the customer shall accept missing OE numbers and/or links in the data preparation as compliant with the contract.

2.3.2.1.1.7. The service to be rendered pursuant to this contract shall be provided only until the target date specified in the offer and shall consist of one (1) data preparation in accordance with the scope of services set forth in the offer and in these GTCs.

2.3.2.1.1.8. TecAlliance may enlist the services of one or more subcontractors for the provision of the service. The vicarious agent must have the specialist qualification required to provide the service. TecAlliance is not obligated to inform the customer that it is enlisting the services of subcontractors.

2.3.2.1.2. **The customer's obligations to cooperate**

2.3.2.1.2.1. In text form the customer shall provide TecAlliance with the name of a project manager, who will serve as a contact person, and a representative. These shall be available to answer questions during normal business hours and authorised to make decisions on contested issues.

2.3.2.1.1.1. 合同商定的服务包括处理和准备客户提供的数据，并将所述数据转换为 TecAlliance 目录数据相关格式，以便后续在经客户批准后，根据数据供应合同的规定予以发布并分发给数据用户。TecAlliance 提供的实际服务应在要约中予以规定。

2.3.2.1.1.2. 仅可向已与 TecAlliance 签订有效数据供应合同的客户提供数据服务领域的服务。

2.3.2.1.1.3. 就服务提供而言，TecAlliance 应仅考虑客户和/或其服务提供商提供的信息，如产品信息、应用程序、交叉引用、文档等。TecAlliance 将不会使用任何其他数据源。

2.3.2.1.1.4. TecAlliance 应将客户的商品数据传输到 TecAlliance 产品数据分类系统，以便进行分类和归属。如有必要，必须将 TecAlliance 产品类别标识系统中任何不可用的通用商品和/或属性添加到 TecAlliance 参考数据中。因此，相关的商品数据通常只能在后续日期进行处理。

2.3.2.1.1.5. 客户的应用程序仅可基于 TecAlliance 车辆参考数据进行管理。如有必要，必须将 TecAlliance 车辆数据中任何不可用的车辆添加到 TecAlliance 参考数据中。因此，相关的应用程序通常只能在后续日期进行处理。

2.3.2.1.1.6. 提供服务时，会使用不具有 100% 覆盖率的 OE 数据和/或链接。对此，客户应接受数据准备过程中 OE 编号和/或链接缺失，这与合同要求相符。

2.3.2.1.1.7. 仅在要约指定的目标日期之前根据本合同提供服务，且应按照要约和本 GTC 中规定的服务范围进行一 (1) 次数据准备。

2.3.2.1.1.8. TecAlliance 可委派一个或多个分包商以提供服务。代理人必须具备提供服务所需的专业资质。TecAlliance 无需通知客户其计划招募分包商以提供服务。

2.3.2.1.2. **客户的合作义务**

2.3.2.1.2.1. 客户将以文本形式向 TecAlliance 告知一名项目经理（担当联系人）和一名代表的姓名。他们应负责在正常工作时间解答问题，且有权就有争议的问题作出决定。

2.3.2.1.2.2. The customer shall ensure that the submission date specified in the offer is observed. The customer's data must be submitted to TecAlliance by this date at the latest so that it can be processed on time.

2.3.2.1.2.3. If the customer is unable to comply with the submission date, TecAlliance shall set a new date and inform the customer accordingly.

2.3.2.1.2.4. The data supplied by the customer must meet the specifications of these GTCs. If the data fails to meet one or more of the specifications of these GTCs, TecAlliance may not be able to provide the services at all or on time. In this case, TecAlliance shall inform the customer of the faults in the data delivery and the consequences of this (rejection of the data, additional expenses for providing the services) and discuss with the customer how to proceed.

2.3.2.1.2.5. After TecAlliance has processed the data, it shall be sent to the customer to be checked and approved. The processed data shall be deemed to have been approved if the customer fails to raise any objections with regard to the services rendered in text form within three (3) days.

2.3.2.1.3. **Specifications regarding the data provided**

2.3.2.1.3.1. TecAlliance can only process clear and logical data sets. Words that are spelt differently or information that is inconsistent or implausible cannot be processed.

2.3.2.1.3.2. TecAlliance can only process images and graphics in BMP or JPG format. Images must be no larger than 600 x 400 px. Logos must be no larger than 130 x 90 px.

2.3.2.1.3.3. Excel documents must be available at least in Chinese or English.

2.3.2.1.3.4. Images, documents and text modules must be assigned to the article numbers and – where relevant – to the customer's article-vehicle links.

2.3.2.1.3.5. File names must have no more than 30 characters and must not contain any dots (.) as characters.

2.3.2.1.3.6. With regard to information on dimensions and units, it is imperative that the specification of the dimension/unit is included (e.g. length in mm, centring diameter in mm, external thread diameter in inches).

2.3.2.2. **Trade Brands**

2.3.2.2.1. **Content of the service**

2.3.2.2.1.1. The contractually agreed services encompass the processing and preparation of data supplied by the customer and the transfer of said data into the relevant TecAlliance catalogue data format. This is in order to subsequently publish it in a TecAlliance webservice provided the customer after the customer's approval. The actual services to be provided by TecAlliance shall be specified in the service description and offer.

2.3.2.1.2.2. 客户应确保遵守要约中指定的提交日期。最迟须在此日期之前将客户数据提交给 TecAlliance，以便及时进行处理。

2.3.2.1.2.3. 如果客户无法在该日期前提交，则 TecAlliance 应设定新日期并相应地通知客户。

2.3.2.1.2.4. 客户提供的数据须符合本 GTC 的规范。如果数据不符合本 GTC 其中一个或多个规范，则 TecAlliance 可能完全无法提供或不能按时提供服务。在这种情况下，TecAlliance 应告知客户数据交付中存在的错误及其后果（拒绝数据、额外的提供服务费用），并与客户讨论后续处理方案。

2.3.2.1.2.5. 数据经 TecAlliance 处理完毕后，将发送给客户供其检查并审批。如果客户未能在三 (3) 天内以文本形式对提供的服务提出任何异议，则经处理的数据应视为已获批准。

2.3.2.1.3. **所提供数据的相关的规范**

2.3.2.1.3.1. TecAlliance 只能处理清晰且符合逻辑的数据集。无法处理拼写有异的单词或不一致或不可信的信息。

2.3.2.1.3.2. TecAlliance 只能处理 BMP 或 JPG 格式的图像和图形。图像不得大于 600 x 400 像素。徽标不得大于 130 x 90 像素。

2.3.2.1.3.3. 至少须提供英语或者汉语版本的 Excel 文档

2.3.2.1.3.4. 图片、文档和文本模块必须分配给商品编号，且如相关，必须分配给客户的商品-车辆链接。

2.3.2.1.3.5. 文件名不得超过 30 个字符，并且字符中不得包含任何句点 (.)。

2.3.2.1.3.6. 尺寸和单位等相关信息必须附上尺寸/单位的规格（例如，长度单位为毫米，中轴直径单位为毫米，外螺纹直径单位为英寸）。

2.3.2.2. **贸易品牌**

2.3.2.2.1. **服务内容**

2.3.2.2.1.1. 合同商定的服务包括处理和准备客户提供的数据，并将所述数据转换为 TecAlliance 目录数据相关格式，以便后续在经客户批准后、将其发布到向客户提供的 TecAlliance Web 服务中。TecAlliance 提供的实际服务应在要约中予以规定。

2.3.2.2.1.2. Services in the area of Trade Brands shall be provided exclusively to customers who have concluded a valid TecDoc Catalogue White Label or TecDoc Catalogue Data Webservice contract with TecAlliance.

2.3.2.2.1.3. With regard to the provision of the services, TecAlliance shall only take into account the information provided by the customer and/or its service providers, such as product information, applications, cross-references, documents, etc. TecAlliance shall not use any other data sources.

2.3.2.2.1.4. TecAlliance shall transfer the customer's article data into the TecAlliance product data classification system for classification and attribution. Any generic articles and/or attributes that are not available in the TecAlliance product class identification system must be added to the TecAlliance reference data, where necessary. The article data concerned can, therefore, usually only be processed on the next possible date.

2.3.2.2.1.5. The customer's applications shall be managed solely on the basis of the TecAlliance vehicle reference data. Any vehicles that are not available in the TecAlliance vehicle data must be added to the TecAlliance reference data, where necessary. The applications concerned can therefore usually only be processed on the next possible date.

2.3.2.2.1.6. When the service is provided, OE data and/or linkages that do not have 100 % coverage may be used. In this respect, the customer shall accept missing OE numbers and/or links in the data preparation as compliant with the contract.

2.3.2.2.1.7. The service to be rendered pursuant to this contract shall be provided only until the target date specified in the offer and shall consist of one (1) data preparation in accordance with the scope of services.

2.3.2.2.1.8. TecAlliance may enlist the services of one or more subcontractors for the provision of the service. The vicarious agent must have the specialist qualification required to provide the service. TecAlliance is not obligated to inform the customer that it is enlisting the services of subcontractors.

2.3.2.2.2. **The customer's obligations to cooperate**

2.3.2.2.2.1. In text form the customer shall provide TecAlliance with the name of a project manager, who will serve as a contact person, and a representative. These shall be available to answer questions during normal business hours and authorised to make decisions on contested issues.

2.3.2.2.2.2. The customer shall ensure that the submission date specified in the offer is observed. The customer's data must be submitted to TecAlliance by this date at the latest so that it can be processed on time.

2.3.2.2.2.3. If the customer is unable to comply with the submission date, TecAlliance shall set a new date and inform the customer accordingly.

2.3.2.2.2.4. The data supplied by the customer must meet the specifications of these GTCs. If the data fails to meet one or more of the specifications of these GTCs, TecAlliance may not be able

2.3.2.2.1.2. 仅可向已与 TecAlliance 签订有效 TecDoc 目录白标或 TecDoc Catalogue Data Web 合同的客户提供交易品牌领域的服务。

2.3.2.2.1.3. 就服务提供而言，TecAlliance 应仅考虑客户和/或其服务提供商提供的信息，如产品信息、应用程序、交叉引用、文档等。TecAlliance 将不会使用任何其他数据源。

2.3.2.2.1.4. TecAlliance 应将客户的商品数据传输到 TecAlliance 产品数据分类系统，以便进行分类和归属。如有必要，必须将 TecAlliance 产品类别标识系统中任何不可用的通用商品和/或属性添加到 TecAlliance 参考数据中。因此，相关的商品数据通常只能在后续日期进行处理。

2.3.2.2.1.5. 客户的应用程序仅可基于 TecAlliance 车辆参考数据进行管理。如有必要，必须将 TecAlliance 车辆数据中任何不可用的车辆添加到 TecAlliance 参考数据中。因此，相关的应用程序通常只能在后续日期进行处理。

2.3.2.2.1.6. 提供服务时，可能会使用不具有 100% 覆盖率的 OE 数据和/或链接。对此，客户应接受数据准备过程中 OE 编号和/或链接缺失，这与合同要求相符。

2.3.2.2.1.7. 仅在要约指定的目标日期之前根据本合同提供服务，且应按照服务范围进行一 (1) 次数据准备。

2.3.2.2.1.8. TecAlliance 可委派一个或多个分包商以提供服务。代理人必须具备提供服务所需的专业资质。TecAlliance 无需通知客户其计划招募分包商以提供服务。

2.3.2.2.2. **客户的合作义务**

2.3.2.2.2.1. 客户将以文本形式向 TecAlliance 告知一名项目经理（担当联系人）和一名代表的姓名。他们应负责在正常工作时间解答问题，且有权就有争议的问题作出决定。

2.3.2.2.2.2. 客户应确保遵守要约中指定的提交日期。最迟须在此日期之前将客户数据提交给 TecAlliance，以便及时进行处理。

2.3.2.2.2.3. 如果客户无法在该日期前提交，则 TecAlliance 应设定新日期并相应地通知客户。

2.3.2.2.2.4. 客户提供的数据须符合本 GTC 的规范。如果数据不符合本 GTC 其中一个或多个规范，则 TecAlliance 可能完全

to provide the services at all or on time. In this case, TecAlliance shall inform the customer of the faults in the data delivery and the consequences of this (rejection of the data, additional expenses for providing the services) and discuss with the customer how to proceed.

2.3.2.2.2.5. After TecAlliance has processed the data, it shall be sent to the customer to be checked and approved. The processed data shall be deemed to have been approved if the customer fails to raise any objections with regard to the services rendered in text form within three (3) days.

2.3.2.2.3. **Specifications regarding the data provided**

2.3.2.2.3.1. TecAlliance can only process clear and logical data sets. Words that are spelt differently or information that is inconsistent or implausible cannot be processed.

2.3.2.2.3.2. TecAlliance can only process images and graphics in BMP or JPG format. Images must be no larger than 600 x 400 px. Logos must be no larger than 130 x 90 px.

2.3.2.2.3.3. PDF documents must be available at least in German, English, Spanish, French, Italian and Dutch.

2.3.2.2.3.4. Images, documents and text modules must be assigned to the article numbers and – where relevant – to the customer's article-vehicle links.

2.3.2.2.3.5. File names must have no more than 30 characters and must not contain any dots (.) as characters.

2.3.2.2.3.6. With regard to information on dimensions and units, it is imperative that the specification of the dimension/unit is included (e.g. length in mm, centring diameter in mm, external thread diameter in inches).

2.3.3. **Special provisions for the Expert Hotline**

2.3.3.1. **Content of the service**

2.3.3.1.1. The object of the service is the provision and operation of a technical hotline offering information on vehicles in accordance with the service description.

2.3.3.1.2. The data sent to the customer and hotline users as part of the provided service is limited to the customer's company and hotline users. The customer is strictly prohibited from passing on or disclosing this data.

2.3.3.1.3. The customer shall receive a monthly hotline report containing a summary of the cases handled, including customer data and issues.

2.3.3.2. **The customer's obligations to cooperate**

2.3.3.2.1. To prevent misuse or unauthorised use of the hotline at the expense of the customer, the customer is required to send TecAlliance a monthly list of authorised users in a standard electronic format to be specified by TecAlliance.

无法提供或不能按时提供服务。在这种情况下，TecAlliance 应告知客户数据交付中存在的错误及其后果（拒绝数据、额外的提供服务费用），并与客户讨论后续处理方案。

2.3.2.2.2.5. 数据经 TecAlliance 处理完毕后，将发送给客户供其检查并审批。如果客户未能在三 (3) 天内以文本形式对提供的服务提出任何异议，则经处理的数据应视为已获批准。

2.3.2.2.3. **与所提供数据相关的规范**

2.3.2.2.3.1. TecAlliance 只能处理清晰且符合逻辑的数据集。无法处理拼写有异的单词或不一致或不可信的信息。

2.3.2.2.3.2. TecAlliance 只能处理 BMP 或 JPG 格式的图像和图形。图像不得大于 600 x 400 像素。徽标不得大于 130 x 90 像素。

2.3.2.2.3.3. 至少须提供德国、英语、西班牙语、法语、意大利语和荷兰语版本的 PDF 文档。

2.3.2.2.3.4. 图片、文档和文本模块必须分配给商品编号，且如相关，必须分配给客户的商品-车辆链接。

2.3.2.2.3.5. 文件名不得超过 30 个字符，并且字符中不得包含任何句点 (.)。

2.3.2.2.3.6. 尺寸和单位等相关信息必须附上尺寸/单位的规格（例如，长度单位为毫米，中轴直径单位为毫米，外螺纹直径单位为英寸）。

2.3.3. **对专家热线的特殊规定**

2.3.3.1. **服务内容**

2.3.3.1.1. 此项服务之目的在于设立并维护技术热线，根据服务描述提供车辆信息。

2.3.3.1.2. 作为所提供服务的一部分，发送给客户和热线用户的数据仅限于客户的公司和热线用户。严禁客户传递或披露此数据。

2.3.3.1.3. 客户每月将收到一份热线报告，对所处理案例进行总结，包括客户数据和问题。

2.3.3.2. **客户的合作义务**

2.3.3.2.1. 此热线费用由客户承担，为防止滥用或未经授权的使用，客户须以 TecAlliance 指定的标准电子格式向 TecAlliance 发送一份每月授权用户名单。

2.3.3.2.2. Enquiries from users that have not been correctly reported as per section 2.3.3.2.1 shall not be processed by TecAlliance.

2.3.3.2.3. Changes outside the monthly update as per section 2.3.3.2.1 shall be invoiced separately by TecAlliance.

2.3.3.3. **Liability**

2.3.3.4. Due to the predominantly manual nature of the work involved in researching and responding to enquiries, we cannot categorically rule out transmission errors. The answering, generation and delivery of researched information is therefore performed based on the best possible knowledge and on the assumption that the source data, such as manufacturer information, is accurate.

2.3.3.5. TecAlliance is therefore exempt from any liability on the basis of incorrect information or results based on inaccurate data and information provided by third parties to TecAlliance. In each case the burden of proof lies with the customer.

2.3.3.6. Liability for intent and gross negligence remains unaffected in this respect.

2.3.3.7. Liability is limited, in principle and inasmuch as is legally permissible, to the value of the product or the respective data delivery.

2.3.3.2.2. 对于未按照第 2.3.3.2.1 节正确报告的用户的查询，TecAlliance 将不予处理。

2.3.3.2.3. 根据第 2.3.3.2.1 节，每月更新以外所作变更应由 TecAlliance 单独开具发票。

2.3.3.3. **责任**

2.3.3.4. 由于研究和查询答复主要基于人工操作，因此，我们不可能绝对排除传输错误。因此，TecAlliance 是基于源数据（如制造商信息）准确的前提且尽其所知回答、生成并交付研究信息。

2.3.3.5. 所以，如因第三方为 TecAlliance 提供的数据和信息不准确导致信息不正确或结果出现偏差，TecAlliance 概不承担任何责任。在每种情况下，举证责任均由客户承担。

2.3.3.6. 在这一方面，故意和重大过失的责任将不受影响。

2.3.3.7. 原则上，在法律允许的范围内，赔偿责任上限为产品或相应交付数据的价值。