

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

Version 1.7, status as of: 18/12/2020

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

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 1, Room 1015, 1868 Gonghexin Road, 200072 Shanghai, China (hereinafter: TecAlliance).
- 1.1.2 These General Terms and Conditions shall also apply to deliveries, services and offers of the companies affiliated with TecAlliance, provided that these General Terms and Conditions are explicitly referred to in the respective offers. In this case, the contractual partner is the affiliated company named in the offer.
- 1.1.3 These terms and conditions do not apply to legal transactions with consumers.
- 1.1.4 Conflicting terms and conditions of the customer are not part of the contract.
- 1.1.5 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

- 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 Service quotas**
- 1.4.1 In the event that service quotas are agreed on, the customer acquires a specified number of one-off services by paying for them in advance. The service subject to quota, the scope of the quota and the quota's potential validity shall be specified in the offer.
- 1.4.2 Each use of a one-off service reduces the agreed quota by one (1). As soon as the quota reaches zero (0), use of this service is no longer possible.
- 1.4.3 If automatic renewal of the quota is agreed, the previously acquired quota is automatically renewed after the quota has been used up and a corresponding invoice is sent to the customer. The customer can end the automatic renewal in text form at any time.
- 1.4.4 If a quota is agreed, the unused service entitlements are forfeited at the end of the validity period.

1.5 Prices, invoicing, payment period

- 1.5.1 The prices stated in the offer shall be net prices without any accruing taxes or fees.
- 1.5.2 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.
- 1.5.3 In case of one-off services, invoices shall be issued immediately after the service has been rendered. For service quotas as referred to in clause 1.4, invoicing takes place immediately after conclusion of the contract (payment in advance). 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.
- 1.5.4 Payment shall be due within 30 days of the receipt of the invoice.

1.6 Price adjustments

- 1.6.1 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.

泰案联一般商业条款

版本 1.7; 发布日期: 2020 年 12 月 18 日

本一般商业条款规定了泰案联及其客户之间缔结的合同关系, 前提是合同双方未签订任何单独的合同协议。

1. 一般商业条款**1.1. 条款范围**

- 1.1.1. 下列商业条款对泰案联信息技术(上海)有限公司(地址: 中国上海市共和新路 1868 号 1 号楼 1015 室, 200072, 下文称“泰案联”)的所有交货、服务和要约有效。
- 1.1.2. 与泰案联公司关联的公司明确引用了本一般商业条款, 则本一般商业条款对这些公司的交货、服务和要约也有效。这种情况下, 合同方是要约中所列的关联公司。

1.1.3. 本商业条款不适用于与消费者之间的法律行为。

1.1.4. 客户方与之相抵触的商业条款不是合同组成部分。

1.1.5. 为本商业条款添加的不同和/或补充性条款生效的前提是, 这些条款均以书面形式个别约定。

1.2. 要约和缔结合同

1.2.1. 如无明确的相反规定, 泰案联的书面要约具有约束力。

1.2.2. 泰案联的要约在要约发出日期后六 (6) 周内可以接受。

1.2.3. 客户接受书面形式的泰案联要约即代表在合同方之间缔结有关所提供服务的合同。

1.3. 服务范围

1.3.1. 泰案联将提供服务的内容与范围均由要约、服务说明、项目说明、本商业条款以及其他单独合同协议条款确定。

1.3.2. 交货日期由要约确定。

1.4. 配额服务

1.4.1. 如果约定了提供配额服务, 那么客户需要为一定数量的单项服务预付款。配额服务、配额范围以及配额有效性均由要约确定。

1.4.2. 每一次要求对方履行单项服务后, 约定的配额都减少一 (1) 份。如果配额数达到零 (0), 则无法再要求对方履行服务。

1.4.3. 如果约定了自动更新配额, 那么在用掉一份配额后会重新预订之前所购的配额, 并向客户发送相应的发票。客户随时可以书面形式取消自动重新预订。

1.4.4. 如果约定了配额的有效期, 则有效时间过后没用过的服务主张权利将失效。

1.5. 价格、发票开具、支付期限

1.5.1. 要约中所列价格是净额, 不包含产生的任何税费。

1.5.2. 如果约定根据使用情况和/或销售额情况定价, 那么客户有义务每次在下一季度第一个月的第五天(即 1 月 5 日、4 月 5 日、7 月 5 日和 10 月 5 日), 无需泰案联额外要求, 便应以书面形式申报与结算相关的使用数量或销售额数字。如果对所申报的数字有任何合理疑问, 则泰案联有权自费委托第三方审计师对所有数据进行审计。如果发现偏差超过 3%, 则客户须承担审计的费用。

1.5.3. 对于一次性服务, 提供服务之后将立即开具发票。如果是符合第 1.4 条的服务配额, 则缔结合同之后将立即开具发票(预付款)。如果是长期债务关系, 则每年进行一次结算。如果日历年已经开始起计, 则必要时可以按比例计算。

1.5.4. 支付时间为收到发票后 30 天内。

1.6. 价格调整

1.6.1. 泰案联有权酌情考虑总成本对价格形成的决定因素, 对基于本合同的应付价款做出调整。

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- 1.6.2 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.
- 1.6.3 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.
- 1.6.4 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.
- 1.6.5 Price reductions shall be communicated to the customer in text form.
- 1.6.6 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.

1.7 Term and termination of the Contract

- 1.7.1 The contractual period for one-off services shall end when the service has been provided in full.
- 1.7.2 The contractual period for services subject to quota (clause 1.4) shall end when the last one-off service has been provided (quota = 0) or when the agreed validity period expires, whichever occurs first.
- 1.7.3 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.
- 1.7.4 The right to termination for due cause shall remain unaffected.
- 1.7.5 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.
- 1.7.6 Notice of termination – for whatever reason – must be provided in text form.

1.8 Liability

- 1.8.1 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 to claims by the customer under the product liability or within the scope of a guarantee expressly assumed by TecAlliance.
- 1.8.2 In other respects, the liability of the parties shall be governed by the statutory provisions.

1.9 Amendments to the GTCs

- 1.9.1 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.

1.10 Other provisions

- 1.10.1 The customer is obligated to notify TecAlliance immediately of any changes to company and contact information relevant to the contract.
- 1.10.2 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.
- 1.10.3 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.

- 1.6.2. 总成本尤其包括提供我方产品的供应成本（例如：硬件和软件、托管服务、运营技术基础设施、技术服务）、客户管理成本（例如：客服、结算和 IT 系统）、服务和人事成本、其他成本（例如：管理、能源、租金、IT 系统）以及产生的税、费和其他国家规定的费用。

- 1.6.3. 当且只要缔结合同后对价格计算有决定影响的总成本增加或减少，则需进行价格调整。泰案联进行价格调整时将采取客观合理的标准。

- 1.6.4. 如果价格调高，则将以书面形式向客户公告。如果客户未在知悉此次更改后的六 (6) 周期限内以书面形式提出异议，则此次更改生效。公布更改时，将会明确向客户提示后果。如果客户按规定的期限和形式对有意调高的价格提出异议，则合同继续依据此前的条款有效。

- 1.6.5. 如果价格调低，则将以书面形式告知客户。

- 1.6.6. 无论之前的条款如何，法定增值税调高时，泰案联有权从发生变化之时相应调整价格；在法定增值税调低的情况下，有义务从发生变化之时相应调整价格，客户无权提出异议。

1.7. 合同存续期与解约

- 1.7.1. 一次性服务的合同存续期在提供完整服务后结束。

- 1.7.2. 配额服务的合同存续期（第 1.4 条）在提供最后一次单次服务（配额 = 0）后或者约定的存续期结束后结束（以先结束的日期为准）。

- 1.7.3. 长期债务关系结束时间不确定，但至少须持续两(2)年。过了最短合同存续期之后，可在日历年结束前三(3)个月内解约。

- 1.7.4. 因重大事由解约的权利不受影响。

- 1.7.5. 如果客户公司通过资产交易和/或股票交易的方式出售，如果售出的股份超过 25%，则泰案联有权提出非常规解约。

- 1.7.6. 无论因何种原因提出解约，都需要以书面形式提出。

1.8. 责任

- 1.8.1. 泰案联的责任仅限于可预见的、合同典型的、平均的直接损失。不赔偿间接损失、衍生损失、尤其是利润损失。此责任限制条款对于泰案联造成的客户生命、肢体或健康损害无效。客户基于产品责任，或者在泰案联明确接受的责任范围内的权利主张，也同样适用。

- 1.8.2. 除此以外，合同方的责任从法律规定。

1.9. 一般商业条款的变更

- 1.9.1. 泰案联有权更改本一般商业条款，且更改对将来产生效力。将会以书面形式向客户公告此更改。如果客户未在知悉此次更改后的六 (6) 周期限内以文字形式提出异议，则此次更改生效。公布更改时，将会明确向客户提示后果。如果客户按规定的期限和方式对有意更改提出异议，则合同继续依据此前的条款有效。

1.10. 其他条款

- 1.10.1. 客户有义务立即向泰案联告知与合同相关的公司信息及联系信息的更改情况。

- 1.10.2. 只有在获得泰案联明确书面许可之后，客户才可向第三方转移与合同相关的权利与义务。

- 1.10.3. 泰案联有权委托第三方以承包商的身份提供全部或部分服务。泰案联对承包商提供的服务以及自身的行为负责。

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- 1.10.4 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.
- 1.10.5 The customer may only assert a right of retention for claims arising from the respective contract.
- 1.10.6 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).
- 1.10.7 The place of performance for all deliveries and services arising from the contract shall be the registered office of TecAlliance.
- 1.10.8 In the event of disputes arising from or in connection with this contract, the parties shall first attempt to settle these through negotiation. The obligation to settle disputes through negotiation shall be regarded as met if, following a request in text form for the commencement of negotiations by one of the parties, the parties have exchanged views on the subject matter of the dispute in written form, verbally or by telephone. If the dispute has not been fully settled within 30 days after receipt of a request to commence negotiations, the dispute shall be subject to legal action pursuant to the following provisions.
- 1.10.9 If the customer has its registered office within the People's Republic of China, all disputes arising from or in connection with this contract and not settled by negotiations pursuant to clause 1.10.8 shall be subject to due legal process. The exclusive place of jurisdiction for all legal disputes arising from this contract shall be the registered office of TecAlliance, provided that both parties are businesses or legal entities under public law.
- 1.10.10 If the customer has its registered office outside the People's Republic of China, all disputes arising from or in connection with this contract and not settled by negotiations pursuant to clause 1.10.8 shall be finally settled by a court of arbitration at Shanghai International Economic and Trade Arbitration Commission/Shanghai International Arbitration Center. The court of arbitration shall consist of a single judge. The place of arbitration and venue of hearing shall be both the registered office of TecAlliance. The language of the proceedings shall be English. The unsuccessful party shall bear all the costs of arbitral proceedings.
- 1.10.11 All annexes and documents mentioned in these terms and conditions are an integral part of the contract.
- 1.10.12 If these terms and conditions are provided in a language other than English, this shall be for information purposes only. The English version of these terms and conditions shall be the only binding version for the contracting parties.
- 1.11 Orders using the TecAlliance online shop**
- 1.11.1 Scope**
- 1.11.1.1** TecAlliance operates a sales platform at the URL <https://solutions.tecalliance.net> (online shop).
- 1.11.1.2** 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.
- 1.11.2 Offer and conclusion of contract**
- 1.11.2.1** 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.
- 1.11.2.2** 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).
- 1.11.2.3** The order confirmation constitutes an acceptance of the Customer's offer.
- 1.11.3 Subscription**
- 1.11.3.1** 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.
- 1.11.3.2** By ordering a subscription, an obligation for continuous payment is established that lasts 12 months.
- 1.11.3.3** 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.
- 1.11.4 Delivery**

1.10.4. 如果客户被合并，则本合同仅针对签订合同当时存在的客户部分有效。如果客户拆分为多家公司，则本合同仅转移给合法继承人。

1.10.5. 客户仅能在各个合同内对其产生的权利主张同时履行抗辩权。

1.10.6. 本合同仅适用中华人民共和国的法律，不适用 1980 年 4 月 11 日颁布的《联合国国际货物销售合同公约》（《联合国销售法》）。

1.10.7. 本合同规定的所有交货和服务的履约地点均为泰案联的住所地。

1.10.8. 发生因为本合同导致的以及本合同相关的纠纷时，合同双方有义务首先通过谈判方式解决纠纷。当合同一方以书面形式要求进行谈判，合同双方以文字、口头或远程通话形式就纠纷对象进行了沟通，则视作履行了谈判义务。如果在收到谈判要求后 30 天内未能通过谈判完全解决纠纷，则应根据下列条款采取法律途径解决纠纷。

1.10.9. 如果客户所在地在中华人民共和国境内，则所有因为本合同导致的以及本合同相关且不能通过第 1.10.8 条规定的谈判解决的纠纷都须采取普通民事诉讼程序。合同各方如果都是商事主体或公法法人，泰案联的住所地是专属的司法管辖地。

1.10.10. 如果客户所在地不在中华人民共和国境内，则因为本合同导致的以及本合同相关且不能通过第 1.10.8 条规定的谈判解决的纠纷，都将提交上海国际经济贸易仲裁委员会/上海国际仲裁中心。仲裁庭由一名独任仲裁员构成。仲裁地点和开庭地点均为泰案联住所地。仲裁语言为英语。败诉一方承担对方全部费用。

1.10.11. 本商业条款中所提及的所有文件和文档均为合同组成部分。

1.10.12. 如果采用非英文语言提供本商业条款，则该语言版本的商业条款仅供参考。本商业条款的英文版为对合同双方有效的唯一版本。

1.11. 通过泰案联在线商店订购

1.11.1. 有效范围

1.11.1.1. 泰案联运营了一个互联网销售平台（在线商店）<https://solutions.tecalliance.net>。

1.11.1.2. 如果本章节的条款与一般商业条款的其他条款存在偏差，则客户通过在线商店进行的订购适用本章节的条款。

1.11.2. 要约和缔结合同

1.11.2.1. 客户通过在线商店进行的每次订购都视为客户向泰案联发出就所订购产品订立买卖合同的要约。

1.11.2.2. 订购送达至泰案联后，客户收到一封电子邮件，其确认订购送达至泰案联并列出订购的详细信息（订单确认）。

1.11.2.3. 确认订单即代表接受客户的要约。

1.11.3. 订阅

1.11.3.1. 特定产品可于在线商店以订阅方式进行订购。客户可在订购过程中选择该产品。

1.11.3.2. 通过订购订阅产品，将构成长期债务关系，其有效期为十二 (12) 个月。

1.11.3.3. 如果未在合同存续期结束前于在线商店的客户区域中解约，则订阅将自动延长，且延期十二 (12) 个月。

1.11.4. 发货

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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.

1.11.5 Payment and due date

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

1.11.5.2 Payments are due upon conclusion of the contract.

1.12 Use of user-generated data

1.12.1 TecAlliance is authorised to use all data generated when using TecAlliance products (user-generated data) for its own purposes in any current or future TecAlliance products and to exploit it commercially.

1.12.2 This particularly affects data that has been provided to TecAlliance by users themselves, data that accrues when using TecAlliance products, log files and statistics.

1.12.3 Personal data falling within the scope of People's Republic of China Law on Personal Information Protection is explicitly excluded from this authorisation. Processing of personal data has been conclusively described in the TecAlliance data protection statement.

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.

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.

完全付款后，将在线商店的客户区域中提供所订购产品的访问信息。

1.11.5. 支付和到期支付

1.11.5.1. 支付可以通过订购流程中提供的任意支付方式完成。

1.11.5.2. 费用应在缔结合同时到期支付。

1.12. 用户生成数据的使用

1.12.1. 泰案联有权将使用泰案联产品期间生成的所有数据（用户生成数据）出于自身目的用于所有当前和未来的泰案联产品并进行经济性地利用。

1.12.2. 其中尤其包括由用户自行向泰案联传输的数据、使用泰案联产品期间产生的数据、记录文件和统计数据。

1.12.3. 明确声明其中不包括《中华人民共和国个人信息保护法》规定的个人信息。对个人信息的处理最终在泰案联数据保护声明中进行说明。

2. 与产品相关的商业条款

2.1. 数据库 (Data)

2.1.1. 一般条款

2.1.1.1. 服务内容

2.1.1.1.1. 服务内容是根据合同条款提供一个数据库和数据库内容。

2.1.1.1.2. 所提供数据库的详细情况由服务说明确定。

2.1.1.1.3. 泰案联出于防止遭到未经授权地复制的目的，有权采取技术手段保护数据库和数据库内容。客户无权删除或规避此类保护措施。

2.1.1.2. 授权使用权

2.1.1.2.1. 客户认可，提供的数据库和数据库内容属于受著作权和邻接权保护的作品。

2.1.1.2.2. 泰案联向客户授予非排他性、时间仅限于本合同存续期、不可转让和不可再许可的复制、传播、公开数据库和数据库内容的权利，此权利仅针对项目说明中提及的项目且须符合本商业条款中的条款。

2.1.1.2.3. 客户有权在项目描述的范围将所描述的项目委托给服务商，并在此范围内将数据库和数据库内容交给服务商。客户遵守本合同条款的责任不受影响。

2.1.1.2.4. 不允许任何超出合同约定用途的使用以及向第三人转交数据库和数据库内容。

2.1.1.3. 客户义务

2.1.1.3.1. 客户有义务安装最新技术水平且有效的防护机制（例如：防火墙），防止泰案联数据遭到更改、未经授权地复制、传播或人为篡改。客户尤其须确保，能从技术层面防止数据库遭到更改或系统性读取，尤其是被下载。

2.1.1.3.2. 泰案联有权检查客户的项目是否符合合同规定的用途，但这并非义务。为此，客户有义务为泰案联免费提供相应的项目测试访问途径。

2.1.1.4. 网络服务/数据流

如果通过网络服务提供数据库，则还适用下列条款。

2.1.1.4.1. 实施阶段

2.1.1.4.1.1. 缔结合同后，将根据客户需求为其提供为期六十 (60) 个日历日的实施阶段。这一期限从泰案联发送相应的账户信息开始起计。

2.1.1.4.1.2. 实施阶段用于将网络服务嵌入到客户系统中。实施阶段不可对网络服务进行生产性使用和公开访问数据库。

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- 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 and does not provide a remedy within a reasonable time in response to a warning by TecAlliance, all rights of use granted under this contract shall immediately become invalid and 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 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. 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**
- 2.1.2.1 **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 article 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,

- 2.1.1.4.1.3. 针对实施阶段将收取一笔一次性安装费用。实施阶段不会产生许可费。
- 2.1.1.4.1.4. 实施阶段不计算在最短合同存续期内。
- 2.1.1.4.2. **合同解除权**
客户可在实施阶段的前三十 (30) 个日历日内解除合同，且解约立即有效。
- 2.1.1.4.3. **缓存**
- 2.1.1.4.3.1. 始终需要通过网络服务调取数据库和数据库内容。
- 2.1.1.4.3.2. 可以暂时性中途存储网络服务的数据（缓存），前提是此存储仅限于用户询盘并且仅限于截至下一次更新网络服务中相关数据的这段时间，但最长为三十 (30) 天。
- 2.1.1.4.3.3. 不得缓存"RMI Notes" 中的数据和根据使用情况进行计费的数据（例如：每次点击、每次检索、根据总量而定）。
- 2.1.1.4.3.4. 发票和交货文档中的数据可以无期限存储。
- 2.1.1.5. **违反合同条款/违约金**
- 2.1.1.5.1. 如果客户违反了合同条款，并且在收到泰案联的违约警告后没有在适当的期限内采取补救措施，则本合同规定的所有使用权立即失效且将被泰案联自动收回。这种情况下，客户须立即完全停止数据库的使用，将其系统中现有的副本以及创建的任何备份删除或交给泰案联。
- 2.1.1.5.2. 客户对于任何一次违反合同条款且需要承担赔偿责任的行为，都须向泰案联支付适当的违约金。违约金的额度由泰案联酌情决定，侵犯知识产权的情况下，则不低于人民币 80,000 元。发生纠纷的情况下，违约金的额度由主管法院进行审核。泰案联的其他权利要求不受影响。主张损失赔偿的情况下，违约金与损失赔偿金折抵。
- 2.1.1.6. **结束合同的后果**
结束合同的情况下，无论出于何种原因，客户须立即完全停止数据库的使用，将其系统中现有的副本以及创建的任何备份删除或交给泰案联。当且仅当基于法定保存义务而需要进行存储，则不存在此义务。
- 2.1.2. **泰多克目录数据库（TecDoc Catalogue Data）的特别条款**
- 2.1.2.1. **服务内容**
- 2.1.2.1.1. 一项重要的合同基础在于，"泰多克目录数据库"（TecDoc Catalogue Data）中包含的产品信息来自于数据供应商，且泰案联未检查其正确性、完整性和实时性。
- 2.1.2.2. **使用范围**
- 2.1.2.2.1. 客户的使用权包括采用约定的语言使用约定品牌的产品数据。特此提醒客户，特定数据仅限于用于特定国家。如果在允许的国家以外使用数据，则责任由客户独立承担。
- 2.1.2.2.2. 该数据库只能能够与新零件、翻新零件或替换零件搭配使用。翻新零件和替换零件是指标有贸易商或翻修商品品牌的翻新二手零件，与新零件的质量标准、功能和使用寿命没有重大差别。
- 2.1.2.2.3. 不允许为了二手零件交易而使用数据。二手零件是指无需制造商进一步加工便可使用且还带有汽车制造商或原产零件制造商商标的零件。
- 2.1.2.2.4. 禁止将产品数据用于汽车制造商的原装备件。原装备件是指带有汽车制造商商标的零件。
- 2.1.2.2.5. 仅允许客户展示其实际运营产品的产品数据。客户将所展示的产品导入商品品种即可。某产品暂时缺货于此无碍。
- 2.1.2.2.6. 客户有义务为每个产品至少显示下列产品数据：制造商品牌名称、制造商产品编号、存在的任何产品限制。这些信息必须以简单的形式与产品信息关联在一起予以提供。

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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 and 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 and 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).

2.1.2.3 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 in 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

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.
- 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-manufacturer and that do not differ substantially in terms of quality, function and durability from new parts.
- 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 and still bear the trademark of the vehicle manufacturer or the original parts manufacturer.
- 2.1.3.1.4 The right to use this data for purposes that do not fall within the scope of clause 2.1.3.1.2, especially linking this data with other data to provide one's own services, is subject to prior approval by TecAlliance in written form.

2.1.3.2 Obligations to provide information

2.1.3.2.1 "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

2.1.2.2.7 产品的补充信息和图片（例如：与 OEM 编号的关联、技术信息、安装信息、尺寸信息）只能与相应的产品搭配使用。

2.1.2.2.8 如果制造商提供了汽车制造商编号或竞争产品的交叉参考信息，那么仅允许在已提供的分类范围内进行使用。客户无权创建数据库中不存在的交叉参考信息。

2.1.2.2.9 允许将泰多克目录数据库（TecDoc Catalogue Data）和数据库内容应用于项目描述中所描述项目的广告中（例如：横幅广告、重新定向、新闻通讯）。其中不包括在第三方供应商那里（例如：销售平台、价格对比门户网、产品测试平台）公布数据库和/或数据库内容的权利。

2.1.2.3. 提示义务

2.1.2.3.1 "TecDoc inside" 标志

客户有义务将泰案联在缔结合同后提供的 "TecDoc inside" 标志以彩色或黑白格式显示于在线商店的初始页和/或包装上和/或离线目录产品单和/或公布数据库的其他任何媒介上。不可对该标志进行编辑。只允许在保持宽高比的基础上更改标志大小，并且宽度不得小于 100 像素或 3 厘米。

2.1.2.3.2 版权提示

客户有义务将 <https://www.tecalliance.net/de/copyright-note/> 网页上公布的提示文本显示于在线商店的初始页和/或包装上和/或离线目录产品单和/或公布泰多克目录数据库（TecDoc Catalogue Data）或数据库内容的其他任何媒介上。提示文本必须以相应所选的项目语言显示。不可对该提示文本进行编辑。字体大小必须至少为 10 pt。文本颜色必须与背景色有明显区分。

也可以选择将 "TecDoc Inside" 超链接指向 <https://www.tecalliance.net/de/copyright-note/> 网页，以此来履行此项义务。

2.1.2.3.3 补充信息

客户有义务以提示形式告知所有用户，他们在必要时需要参考补充信息，以确保通过数据库识别出的零件实际上是所搜索的零件并且与相应的汽车匹配。泰案联未规定此提示的格式。

2.1.2.4. 其他客户义务

客户必须确保，将公布的数据立即更新并正确、完整地予以展示。客户应当注明相应数据的版本和有效期。

2.1.3. 泰多克参考数据（TecDoc Reference Data）的特别条款

2.1.3.1. 使用范围

2.1.3.1.1 合同约定的使用权包括以所选语言为选定地区使用参考数据。须提醒客户注意特定数据限于特定国家。

2.1.3.1.2 该数据库只能与新零件、翻新零件或替换零件搭配使用。翻新零件和替换零件是指标有贸易商或翻新商品品牌的翻新二手零件，与新零件的质量标准、功能和使用寿命没有重大差别。

2.1.3.1.3 不允许为了二手零件交易而使用数据。二手零件是指无需制造商进一步加工便可使用且还带有汽车制造商或原产零件制造商商标的零件。

2.1.3.1.4 如果将数据的使用超出第 2.1.3.1.2 条规定范围、尤其是将数据与其他数据搭配组合以提供自身的服务，则需事先获得泰案联的书面许可。

2.1.3.2. 提示义务

2.1.3.2.1 "TecDoc inside" 标志

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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.

2.1.3.2.2 Copyright notice

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.

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

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

2.1.4.1 Content of the service

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.

2.1.4.2 Scope of use

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.

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

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

2.1.5.1 Content of the service

2.1.5.1.1 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.

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

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

2.1.5.1.4 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.

2.1.5.2 Scope of use

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

2.1.5.2.2 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.

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

2.1.5.2.4 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

客户有义务将泰案联在缔结合同后提供的 "TecDoc inside" 标志以彩色或黑白格式显示于在线商店的初始页和/或包装上和/或离线目录产品单和/或公布数据库的其他任何媒介上。不可对该标志进行编辑。只允许在保持宽高比的基础上更改标志大小，并且宽度不得小于 100 像素或 3 厘米。

2.1.3.2.2. 版权提示

客户有义务将 <https://www.tecalliance.net/de/copyright-note/> 网页上公布的提示文本显示于在线商店的初始页和/或包装上和/或离线目录产品单和/或公布泰多克 (TecDoc) 数据的其他任何媒介上。提示文本必须以相应所选的项目语言显示。不可对该提示文本进行编辑。字体大小必须至少为 10 pt。文本颜色必须与背景色有明显区分。

也可以选择将 "TecDoc Inside" 超链接指向 <https://www.tecalliance.net/de/copyright-note/> 网页，以此来履行此项义务。

2.1.4. 保有量、全球车型表、OE 原厂零件号查询的特别条款

2.1.4.1. 服务内容

2.1.4.1.1 所提供的数据库部分来源于第三方，泰案联无法担保其正确性。客户认可，泰案联所提供的数据库也可能包含估算和合理的假设。因此，客户若因为第三人使用泰案联所交付数据库而遭受损失，放弃向泰案联主张任何权利要求。

2.1.4.2. 使用范围

2.1.4.2.1 除非本商业条款或其他约定以书面形式另作规定，否则客户有义务始终正确、完整地传输数据库。

2.1.4.2.2 客户有权出于优化和丰富自己的数据库的目的内部使用数据库。

2.1.4.2.3 客户有权将经丰富处理的数据库出售给汽车售后市场的客户。不允许将按协议提供的数据库以原始形式进行出售。

2.1.4.3. 结束合同的后果

2.1.4.3.1 本合同结束的情况下，客户必须停止将经丰富处理的数据库出售给其客户。

2.1.4.3.2 结束本合同不影响客户的客户进一步使用客户在合同结束之前已售出的数据库。

2.1.5. 维修和保养信息 (RMI) 的特别条款

2.1.5.1. 服务内容

2.1.5.1.1 如有可能，所提供的数据库也会来自于汽车制造商和进口商。各个国家的数据库可能对各个汽车制造商品牌的涵盖程度不同。泰案联自行采集的数据库中有明确标记。

2.1.5.1.2 所提供的数据库以约定的语言提供。

2.1.5.1.3 泰案联保留在预先通知之后对接口结构进行更改的权利。

2.1.5.1.4 数据、信息和系统的填写完整度各不相同，并在考虑各自市场重要性的基础上通过更新交货逐步进行创建、拓展和维护。制造商、型号和类型以及信息和文档的数量各不相同。填写完整程度取决于市场需求，并且根据欧洲许可证数量确定优先级。因此，无法通过合同约定可用汽车信息的精确数量。

2.1.5.2. 使用范围

2.1.5.2.1 客户的使用权包括要约中约定的模块、国家和语言。

2.1.5.2.2 对汽车和活动的识别是基于泰多克 (TecDoc) 的标准。客户需确认自己有权使用泰案联的泰多克参考数据 (TecDoc Reference Data) 。

2.1.5.2.3 客户软件产品的设计必须确保仅显示网络服务的最新数据。

2.1.5.2.4 如果客户为最终用户提供了数据访问渠道，则客户有义务为这些最终用户创建个性化标记，并在使用数据时将其传输给泰案联。如果数据中缺少标记，则将此类用户作为单独的用户进行对待、评估和计价。

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together with the use of the data. If identifiers are missing in the data, these are considered, evaluated and calculated as separate users.

2.1.5.3 Customer obligations

2.1.5.3.1 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.

2.1.5.4 Support

2.1.5.4.1 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.

2.1.5.5 Liability

2.1.5.5.1 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.

2.1.5.5.2 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.

2.1.5.5.3 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.

2.1.5.5.4 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.

2.1.5.5.4.1 Report in the event of damage

2.1.5.5.4.1.1 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.

2.1.5.5.4.1.2 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.

2.1.5.5.4.1.3 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 (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

2.1.5.5.4.2 Further course of action

2.1.5.5.4.2.1 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.

2.1.5.5.4.2.2 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.

2.1.5.5.4.2.3 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.

2.1.6 Special provisions of TecDoc VIN (Vehicle Identification Number) Catalogue - Truck

2.1.6.1 Content of the service

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

2.1.6.2 Conditions of use

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

2.1.5.3. 客户义务

2.1.5.3.1. 如果客户委托第三方将数据嵌入其系统，则该客户有义务与此第三方缔结协议，以确保该第三方遵守本商业条款。

2.1.5.4. 技术支持

2.1.5.4.1. 有关维修和保养信息的技术咨询将由泰案联的客服部门在下列时间进行回复：周一至周五，中欧时间 8:00 至 17:00，巴登-符腾堡州法定节假日除外。

2.1.5.5. 责任

2.1.5.5.1. 创建数据、传输技术秘密 (Know How) 和电子数据处理的技术流程期间，虽然经过最谨慎的工作和规划，但在某些情况下难免会出现错误信息或结果。因此，在来源数据 (例如：制造商信息) 正确的前提下，按照最佳知识水平进行创建和交付。因此，对于由于第三方向泰案联提供的数据和信息错误导致信息或结果出错，泰案联不承担任何责任。

2.1.5.5.2. 故意或重大失误责任不受此条款影响。原则上且法律层面可行的前提下，此责任限制为每起事件人民币 12,000 元的额度。

2.1.5.5.3. 客户有责任在其使用了泰案联数据和信息的产品中做出相应同等的免责声明。最终用户必须通过接受产品中或合同一般许可和使用条款中相应的条款，来确认接受免责条款。

2.1.5.5.4. 如果客户提出损失赔偿要求，则必须注意下列条款。如果不遵循这些条款，则泰案联将不履行损失赔偿，除非权利主张人通过自行承担举证费用予以完全地证明，可能的错误信息与损害结果之间存在因果关系。

2.1.5.5.4.1. 报告损失事件

2.1.5.5.4.1.1. 错误信息导致的任何损失事件和因为可能对泰案联提出的权利要求都必须在进行维修之前报告给泰案联。

2.1.5.5.4.1.2. 在损失事件发生后，应当立即，通常在二十四 (24) 小时之内，以书面形式或向 support.wkh@tecalliance.net 发送电子邮件进行报告。

2.1.5.5.4.1.3. 损失报告必须包含下列信息：损失说明和损失原因，附上具有说服力的损失图片材料；证明造成损失的信息来自于泰案联的证明材料 (RMI 信息摘录、尤其是正确的信息)；(可能导致损失的) 带有客户签名的修理厂原始订单或订单发票的复印件；导致损失的零件的采购发票复印件；与损失赔偿分摊相关的费用核算单；汽车信息：品牌、型号、车型、功率、车架号 (VIN)、上牌日期 (EZ)、发动机编号。

2.1.5.5.4.2. 其他流程

2.1.5.5.4.2.1. 在泰案联收到完整损失事件报告的第二个工作日，客户会收到有关进一步处理的反馈。

2.1.5.5.4.2.2. 该反馈可能包括：维修许可和泰案联报销一定额度成本确认函，或泰案联亲自或泰案联委托第三方的报损调查通知。

2.1.5.5.4.2.3. 如果泰案联进行的损失事件调查结果是主张的权利要求合理，则除了必要的维修成本外，泰案联还承担调查的所有费用和因为调查所致可证明的客户延时损失。如果调查结果与主张的权利要求不符，则泰案联有权要求提出权利要求的客户承担调查报损的相关费用。

2.1.6. 泰多克车架号目录 (TecDoc VIN Catalogue) 的特别条款 - 卡车 (Truck)

2.1.6.1. 服务内容

2.1.6.1.1. 提供的数据来自相应的车辆制造商，泰案联可能未检查其正确性、完整性和现实性。

2.1.6.2. 使用条款

2.1.6.2.1. 制造商 DAF 的数据只能在欧盟和欧洲经济区 (EEA) 内使用。

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

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

2.1.6.3 Manufacturer notices

2.1.6.3.1 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 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.

2.1.6.3.2 MAN: licensed by MAN Truck & Bus.

2.1.7 Special Terms and Conditions of Individual Truck OE Datapackage via VIN.

2.1.7.1 Content of the service

The provided data originates from the vehicle manufacturers and cannot be checked by TecAlliance for accuracy, completeness and current status.

2.1.7.2 Scope of use

The data provided may only be used for internal purposes, for publication in the customer's own information systems and for publication within TecAlliance systems. Any further publication of the data and/or transfer to third parties is explicitly prohibited.

2.1.7.3 Conditions of use

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

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

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

2.1.7.4 Manufacturer notices

2.1.7.4.1 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 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.

2.1.7.4.2 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 for the TecDoc Catalogue Mobile App (App)

2.2.2.1 TecAlliance grants the customer the right to use this App for its own needs on an end device that it owns or controls. The terms and conditions of use listed in the store apply. The customer may not alter, reproduce, publish, licence or sell the application or any information or software associated with the App. Furthermore, the customer may not rent, lease or otherwise transfer any rights to this App. Use is permitted solely in accordance with all applicable laws. Should the customer breach any provision of these Terms and Conditions, the right to use this App shall expire with immediate effect.

2.2.2.2 The use of the App is possible free of charge in the basic version ("Light Version"). The Light Version enables unlimited access to the functions TecIdentify, Social Media, Settings and Information. The further functions of the App are limited or not usable in the Light Version. To use the full version ("Premium Version"), an

2.1.6.2.2 制造商 Renault 和 Volvo 的数据只能在欧洲经济区 (EEA) 内使用。

2.1.6.2.3 制造商 Scania 和 IVECO 的数据只能在欧盟内使用。

2.1.6.3. 制造商提示

2.1.6.3.1 达夫卡车 (DAF Trucks): 公布泰多克车架号目录-卡车 (TecDoc VIN Catalogue - Truck) 未经达夫卡车 (DAF Trucks) 的合作和许可。泰多克车架号目录-卡车 (TecDoc VIN Catalogue - Truck) 中的信息可能与达夫卡车 (DAF Trucks) 自己公布的信息相比不够精准或完整。因此, 达夫卡车 (DAF Trucks) 不对泰多克车架号目录-卡车 (TecDoc VIN Catalogue - Truck) 中所含的信息承担责任, 也不为基于泰多克车架号目录-卡车 (TecDoc VIN Catalogue - Truck) 的信息所保养或维修的汽车的安全性、可靠性、油耗或废气排放值承担责任。

2.1.6.3.2 曼恩 (MAN): 经过曼恩商用汽车 (MAN Truck & Bus) 授权。

2.1.7. 通过车架号识别的个别卡车原装设备数据包 (Individual Truck OE Datapackage via VIN) 的特别条款

2.1.7.1. 服务内容

提供的数据来自汽车制造商, 泰案联可能未检查其正确性、完整性和实时性。

2.1.7.2. 使用范围

所提供的数据仅可用于内部用途, 在客户自营信息系统中进行公布或在泰案联系统中进行公布。明确禁止其他任何方式的公布和/或转发给第三方。

2.1.7.3. 使用条款

2.1.7.3.1 制造商 DAF 的数据只能在欧盟和欧洲经济区 (EEA) 内使用。

2.1.7.3.2 制造商 Renault 和 Volvo 的数据只能在欧洲经济区 (EEA) 内使用。

2.1.7.3.3 制造商 Scania 和 IVECO 的数据只能在欧盟内使用。

2.1.7.4. 制造商提示

2.1.7.4.1 达夫卡车 (DAF Trucks): 公布泰多克车架号目录-卡车 (TecDoc VIN Catalogue - Truck) 未经达夫卡车 (DAF Trucks) 的合作和许可。泰多克车架号目录-卡车 (TecDoc VIN Catalogue - Truck) 中的信息可能与达夫卡车 (DAF Trucks) 自己公布的信息相比不够精准或完整。因此, 达夫卡车 (DAF Trucks) 不对基于泰多克车架号目录-卡车 (TecDoc VIN Catalogue - Truck) 中所含信息承担责任, 也不为泰多克车架号目录-卡车 (TecDoc VIN Catalogue - Truck) 中信息所保养或维修的汽车的安全性、可靠性、油耗或废气排放值承担责任。

2.1.7.4.2 曼恩汽车 (MAN): 经过曼恩商用汽车 (MAN Truck & Bus) 授权。

2.2. 软件解决方案 (Solutions)

2.2.1. 一般条款

2.2.1.1. 服务内容

2.2.1.1.1 服务内容是依据合同条款提供一款软件。

2.2.1.1.2 所提供软件的详细信息由服务说明确定。

2.2.1.1.3 泰案联出于防止遭到未经授权地复制的目的, 有权采取技术手段保护软件。客户无权删除或规避此类保护措施。

2.2.2. 泰多克目录移动应用程序 (TecDoc Catalogue Mobile App) 的特别条款

2.2.2.1. 泰案联保证客户具有以下权利: 根据自身的需要, 将该移动应用程序按需要安装在其自有或持有的一台移动终端设备中。此时, 还补充适用移动应用商城内执行的使用条款。客户不得更改、复制、公布、授予许可或销售该应用或与该应用相关联的任何信息或软件。也禁止客户出租、出让经营权或以其他方式转移对该应用程序的权利。适用应当遵守所有现行法律。如果客户违反上述使用条款中的任意一条, 则其立即丧失该应用程序的使用权利。

2.2.2.2. 可以免费使用该应用程序的基础版本 ("Light-Version")。基础版本可以不受限制地访问 TecIdentify、社交媒体、设置和信息功能。应用程序基础版本中的其他功能可能是受限的或无法使用。要使用完整版本 ("Premium-Version"), 必须通过相应的收费订阅对应用程序进行升级。订阅费用可以“应用程序内购买”的形式收取。

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upgrade of the App is necessary with a corresponding fee-based subscription. The subscription fee can be paid in the form of an in-app purchase.

2.2.3 TecAlliance is the holder of all claims, rights and titles for and to the App. The customer may not alter, adapt or translate the App, nor create derivative works from it, decompile it, reverse engineer it, disassemble it or otherwise attempt to access the source code of this App, unless such is explicitly permitted.

2.2.3 Special provisions DMM

2.2.3.1 Content of the service

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

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

2.2.3.1.3 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.

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

2.2.3.2 Right of use

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

2.2.3.2.2 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.

2.2.3.2.3 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.

2.2.3.2.4 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.

2.2.3.2.5 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.

2.2.3.2.6 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.

2.2.3.3 Maintenance

2.2.3.4 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.

2.2.3.5 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.

2.2.3.6 TecAlliance delivers updates to the customer within the scope of maintenance. The customer is required to install updates immediately, but no later than four (4) weeks after receipt, and to discontinue the use of outdated versions of the software.

2.2.3.7 Documentation, Training

2.2.3.7.1 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.

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

2.2.3.8 Support

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

2.2.3.8.1.1 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

2.2.3.8.1.2 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).

2.2.2.3. 泰案联是针对该应用程序以及该应用程序上的所有请求权、权利和其他权益的所有人。除非有明确许可，否则禁止客户对该应用程序进行更改、调整、翻译、创建衍生作品、反编译、通过逆向工程回溯开发、反汇编或以其他方式尝试访问此应用程序的源代码。

2.2.3. DMM 的特别条款

2.2.3.1. 服务内容

2.2.3.1.1 泰案联有义务在本合同存续期间向客户提供 DMM 软件。

2.2.3.1.2 为客户提供该软件下载渠道。

2.2.3.1.3 该软件包含采集数据或产品以及关联泰多克 (TecDoc) 汽车所需的必要功能。提供软件之后，客户须自行录入数据并传输给泰案联。

2.2.3.1.4 运行软件所需的硬件和软件由客户自行提供。客户须自行配置和安装该软件。

2.2.3.2. 使用权

2.2.3.2.1 泰案联为客户授予非排他性、时间上在本合同存续期间有效、用于维护数据的软件使用权。

2.2.3.2.2 允许的使用范围包括由客户安装软件、加载到内存中以及按照规定使用。

2.2.3.2.3 该软件只能由客户用于维护已就其与泰案联签订了有效的数据供应商合同的自有品牌。

2.2.3.2.4 任何情况下客户都没有权利出租软件或以其他方式对软件进行再许可、允许公众复制或公开、或提供给第三方。

2.2.3.2.5 原则上禁止客户向第三方提供软件以进行数据维护。只能在合理的例外情况下、在事先获得泰案联书面形式许可之后，才能够转交给第三方。

2.2.3.2.6 这种情况下，第三方必须以书面形式向客户承诺，仅根据本合同条款使用软件。

2.2.3.3. 维护

2.2.3.4. 泰案联保障在本合同存续期间软件具有合同约定的质量，且按照合同使用软件不会侵犯第三方权利。泰案联将在适当的时间内消除软件出现的瑕疵。

2.2.3.5. 客户有义务在发现软件瑕疵后立即以书面形式向泰案联报告该软件瑕疵。如果是实物瑕疵，则报告的同时须描述瑕疵出现的时间以及详细的情况。

2.2.3.6. 维护期间，泰案联为客户提供软件升级。客户有义务在收到升级文件后立即、最迟在收到后四 (4) 周内执行升级并停止使用软件的旧版本。

2.2.3.7. 文档、培训

2.2.3.7.1 泰案联通过网络研讨会形式或者在上海泰案联基地为客户的员工就软件的使用提供为期一天的免费培训。

2.2.3.7.2 安装和配置说明书并非本合同标的，但是合同双方可以单独就此进行约定。

2.2.3.8. 技术支持

2.2.3.8.1. 由泰案联提供或泰案联委托第三方提供技术支持。该技术支持分为：

2.2.3.8.1.1. 一级技术支持 (由客户帮助平台 CHD 提供电话故障申报服务；有关使用、操作、确定错误的专业性问题的咨询服务) 以及

2.2.3.8.1.2. 二级技术支持 (接收和诊断来自一级技术支持申报的问题。纠错并提供解决方法或更正版本)。

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2.2.3.8.2 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.

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

2.2.3.8.4 The support will be available during normal office hours (Mon-Fri. 9:30-18:00-CST). On public holidays in China, support will not be provided.

2.2.3.8.5 Support is provided in Chinese and English.

2.2.4 Special provisions for the CCU

2.2.4.1 Content of the service

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

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

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

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

2.2.4.1.5 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.

2.2.4.2 Right of use

2.2.4.2.1 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.

2.2.4.2.2 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.

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

2.2.4.3 Documentation, training and support

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

2.2.4.3.2 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 at the TecAlliance location in Shanghai.

2.2.4.3.3 TecAlliance provides software support during the following business hours: Monday to Friday, 9:30-18:00 CST (with the exception of holidays in China). Support is available at the telephone number +86-(0)21- 3387 0258 or by email at support.ap@tec Alliance.net. Support is provided in English and Chinese.

2.2.4.4 Error handling

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

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

2.2.4.4.2.1 correct the error and/or

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

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

2.2.4.4.3 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.

2.2.4.5 Consequences of the termination of the contract

2.2.3.8.2. 所有技术支持服务（例外：培训支持）由泰案联或泰案联委托的第三方以电话或远程服务的方式提供。如果客户不同意进行远程服务并因此

需要进行现场技术支持，则客户须承担由此产生的成本和费用。

2.2.3.8.3. 如果特殊问题需要采取进一步解决措施，那么泰案联将收取费用提供现场支持。

2.2.3.8.4. 能够提供技术支持的时间为正常办公时间（周一至周五，北京时间 9:30 - 18:00）。中国公共假日不提供技术支持。

2.2.3.8.5. 可用中文和英语提供技术支持。

2.2.4. CCU 的特别条款

2.2.4.1. 服务内容

2.2.4.1.1. 泰案联有义务在本合同存续期间向客户提供汽车保有量目录工具（CCU）软件。

2.2.4.1.2. 泰案联在签订合同后八（8）周内为客户提供可以运行的软件和交付客户数据。

2.2.4.1.3. 为客户提供该软件下载渠道。

2.2.4.1.4. 客户有权在自己的设施内安装软件。

2.2.4.1.5. 泰案联保证软件不涉及第三人权利，尤其是不侵犯第三人的专利、版权或其他知识产权。

2.2.4.2. 使用权

2.2.4.2.1. 泰案联为客户授予非排他性、时间上在本合同存续期间有效、不可转移且不可再许可、用于根据本商业条款中的条款使用软件的使用权。

2.2.4.2.2. 合同存续期间，客户有权以文字形式和/或机器可读形式完全或部分复制软件，以便于安装和/或运行软件。

2.2.4.2.3. 合同存续期间，客户有权出于备份和存档目的另外制作一份软件的副本。

2.2.4.3. 文档、培训和技术支持

2.2.4.3.1. 软件的手册和文档仅供客户内部自用。

2.2.4.3.2. 泰案联有义务为客户员工就软件使用提供培训。培训为期两天，最多十（10）人参加，在上海泰案联基地提供。

2.2.4.3.3. 泰案联在下列营业时间内提供软件技术支持：周一至周五，北京时间 9:30 至 18:00（中国法定节假日除外）。可以致电 +86-(0)21 3387 0258 或发送电子邮件至 Support.ap@tec Alliance.net 申请技术支持。可用中文和英语提供技术支持。

2.2.4.4. 错误处理

2.2.4.4.1. 泰案联有义务对客户以书面形式报告的软件错误进行调查，如果满足下列条件：1. 错误可再现；2. 错误在最新版本的软件中出现且客户方安装了该版本；3. 客户向泰案联提交了有关错误出现情况的所有信息；4. 客户或第三方没有对软件进行更改（除非事先经过泰案联许可）。

2.2.4.4.2. 泰案联在进行错误调查之后自行斟酌：

2.2.4.4.2.1. 排除错误和/或

2.2.4.4.2.2. 在紧急情况下如有必要，或排除错误在技术上不可行或经济上不当，提供临时的排除错误手段，和/或

2.2.4.4.2.3. 告知客户对申报的错误不予考虑采取排除手段或不予采取临时排除手段的原因。

2.2.4.4.3. 泰案联尽力与客户合作排除错误。但是，对于因为客户滥用或者未经授权地使用软件而导致的维修和/或额外的维护时间，成本由客户承担。必要和可行的前提下，泰案联会事先告知客户预估成本。

2.2.4.5. 结束合同的后果

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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.

2.2.5 Special provisions for TecDoc Catalogue

2.2.5.1 Content of the service

2.2.5.1.1 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.

2.2.5.1.2 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.

2.2.5.2 Rights of use

2.2.5.2.1 The customer acknowledges that the software provided is protected by copyright and ancillary copyright according to Copyright Law of the People's Republic of China.

2.2.5.2.2 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.

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

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

2.2.5.2.5 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.

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

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

2.2.6 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 2.2.5.

2.2.6.1 Implementation period

2.2.6.1.1 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.

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

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

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

2.2.6.2 Right of termination

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

2.2.7 Special provisions for Order Manager

2.2.7.1 Brand partner licence

2.2.7.1.1 Content of the service

2.2.7.1.1.1 By concluding the contract, the customer acquires the right, as a manufacturer of products for the automotive aftermarket, to access the TecAlliance Order Manager system. The Order Manager module and the services are used on the basis of separate contractual conditions.

2.2.7.1.1.2 TecAlliance provides the customer with suitable basic software and documentation to connect its ERP systems to the TecAlliance Order Manager system and enable communication between the customer and its buyers.

结束合同的情况下，无论出于何种原因，客户须立即完全停止软件的使用，将其系统中现有的副本以及创建的任何备份删除或交给泰案联。

2.2.5. 泰多克目录 (TecDoc Catalogue) 的特别条款

2.2.5.1. 服务内容

2.2.5.1.1. 一项重要的合同基础在于，"泰多克目录 (TecDoc Catalogue)" 软件中包含的产品信息来自于数据供应商，且泰案联未检查其正确性、完整性和时效性。

2.2.5.1.2. 选择特定国家之后显示的数据仅对该国家有效。出现新版本软件后，上一版本软件中显示的数据相应失效。

2.2.5.2. 使用权

2.2.5.2.1. 客户认可，对其提供的软件作品的著作权和邻接权受《中华人民共和国著作权法》的保护。

2.2.5.2.2. 泰案联为客户授予非排他性、时间上在本合同存续期间有效、不可转让且不可再许可、根据本商业条款中的条款进行使用的使用权。

2.2.5.2.3. 不允许超出合同约定的范围使用软件和/或其组成部分。特别是如果《中华人民共和国著作权法》没有明确许可时，客户无权让第三方完全或部分使用软件和/或其组成部分或为客户提供访问渠道、进行复制或出售、反编译或反汇编。

2.2.5.2.4. 仅允许客户自己使用软件和/或其中包含的数据。

2.2.5.2.5. 允许在客户公司内部自有网络中安装数据载体。购买一个许可证后可以从一个工位访问目录。只有在购买相应的许可证后才能从多个工位进行访问。

2.2.5.2.6. 不允许对软件进行任何超出合同约定用途的使用以及将软件转让给第三方。

2.2.5.2.7. 如果没有泰案联的许可则不可复制和/或公开软件中的数据。

2.2.6. 泰多克目录白标 (TecDoc Catalogue White Label) 的特别条款

如果泰多克目录解决方案是作为白标 (White-Label) 产品 (泰多克目录白标解决方案 TecDoc Catalogue White-Label Solution; 泰多克目录白标解决方案与交易模块 TecDoc Catalogue White-Label Solution & Trade Module; 泰多克目录分销商解决方案 TecDoc Catalogue Reseller Solution; 泰多克目录车架目录轿车/卡车 TecDoc VIN Catalogue Car/Truck) 提供的，则对第 2.2.5 条补充适用下列条款。

2.2.6.1. 实施阶段

2.2.6.1.1. 实施阶段用于根据客户需求调整白标产品。实施阶段不可对白标产品进行生产性使用和公开数据库。

2.2.6.1.2. 实施阶段从签订合同起计，为期三十 (30) 个日历日。

2.2.6.1.3. 针对实施阶段将收取一笔一次性安装费用。实施阶段不会产生许可费。

2.2.6.1.4. 实施阶段不计算在最短合同存续期内。

2.2.6.2. 解除权

客户可在实施阶段的前十四 (14) 个日历日内解除合同，且解约立即有效。

2.2.7. 订单管理 (Order Manager) 的特别条款

2.2.7.1. 品牌合作伙伴 (Brand Partner) 许可

2.2.7.1.1. 服务内容

2.2.7.1.1.1. 签订合同后，客户有权以汽车售后市场产品制造商的身份访问泰案联订单管理系统 (Order Manager System)。使用订单模块和获得服务需要基于特别合同条款。

2.2.7.1.1.2. 泰案联为客户提供适当的基础软件和文档，以将客户的 ERP 系统接入到泰案联的订单管理系统，并便于客户及其买家进行沟通。

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- 2.2.7.1.1.3 The customer is authorised to communicate its participation in the TecAlliance Order Manager system by using one of the signets provided by TecAlliance.
- 2.2.7.1.1.4 The customer is entitled to participate in working groups set up by TecAlliance for the purpose of further developing the Order Manager system.
- 2.2.7.1.1.5 Unless otherwise agreed, the provisions above also apply to companies affiliated with the customer.
- 2.2.7.1.2 **Customer obligations**
- 2.2.7.1.2.1 The customer shall provide TecAlliance with a qualified contact person and a representative in text form. These shall be available to answer questions during normal business hours and authorised to make decisions on contested issues.
- 2.2.7.1.2.2 The customer is obligated to exercise due care in checking the information provided by itself or its buyers for accuracy, current status and completeness. TecAlliance assumes no liability in this regard.
- 2.2.7.1.3 **Fees**
- 2.2.7.1.3.1.1 The fees to be paid by the customer shall be specified in the offer and consist of start-up fees and annual fees. They depend on the customer's relevant turnover figures according to the following clause.
- 2.2.7.1.3.1.2 The decisive factor for calculating fees is the customer's consolidated turnover that the customer has generated in the contract region in the automotive aftermarket in the business year preceding the invoicing.
- 2.2.7.1.3.1.3 The annual fee is adjusted each year based on the relevant turnover figures according to the previous clause. The customer is obligated to notify TecAlliance of the relevant turnover figures in text form by the 15th of December at the latest.
- 2.2.7.1.4 **Data exchange**
- The customer agrees that the company data it saves in the Order Manager system may be made accessible to other licensed participants in the Order Manager system.
- 2.2.7.1.5 **Term of contract**
- Deviating from what is specified in clause 1.7.3, the minimum contractual period is three (3) years.
- 2.2.7.2 **Connect 5**
- 2.2.7.2.1 **Scope of service**
- 2.2.7.2.1.1 In certain cases, TecAlliance provides the customer with a local software to be installed in order to connect the customer's systems to the Order Manager system.
- 2.2.7.2.1.2 The software will be made available to the customer as a download.
- 2.2.7.2.1.3 The hardware and software required for the operation of the software must be provided by the customer. The customer must configure and install the software by himself/herself.
- 2.2.7.2.2 **Right of use**
- 2.2.7.2.2.1 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.
- 2.2.7.2.2.2 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.
- 2.2.7.2.2.3 During the term of the contract, the customer is authorised to make an additional copy of the software for backup and archiving purposes.
- 2.2.7.2.3 **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.
- 2.2.7.3 **Order Manager module**
- 2.2.7.3.1 **Content of the service**
- 2.2.7.3.1.1 TecAlliance shall provide the customer with the use of the software via remote access through the Internet (software as a service, SaaS).
- 2.2.7.3.1.2 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.
- 2.2.7.3.2 **Rights of use**
- 2.2.7.3.2.1 The software and the included databases are protected by copyright. The copyright, patent rights, trademark rights and all other ancillary copyrights to the
- 2.2.7.1.1.3. 客户有权在通信中使用泰案联提供的标志，来表明其已加入了泰案的联订单管理系统。
- 2.2.7.1.1.4. 客户有权加入泰案联为进一步开发订单管理系统而创建的工作组。
- 2.2.7.1.1.5. 如果没有其他约定，则上述条款对客户的关联公司有效。
- 2.2.7.1.2. **客户义务**
- 2.2.7.1.2.1. 客户以书面形式为泰案联指定一名有资质的联系人和一名代理人，他们在常规工作时间内回复问题，且有权对发生争议的问题做出决定。
- 2.2.7.1.2.2. 客户有义务对他或由其买家提供的数据的正确性、完整性和实时性按照应有的审慎予以检查。泰案联对此不承担任何责任。
- 2.2.7.1.3. **费用**
- 2.2.7.1.3.1.1. 客户需要支付的费用由要约确定，分为入门费和年费。费用取决于依据下一条条款的客户的相关营业额。
- 2.2.7.1.3.1.2. 费用计算的决定性因素是客户在发票开具财年、在合同约定地区内的汽车销售后市场所取得的综合营业额。
- 2.2.7.1.3.1.3. 每年根据营业额相关数字调整年费。客户有义务最迟在 12 月 15 日以前以书面形式向泰案联报告相关的营业额。
- 2.2.7.1.4. **数据交换。**
- 客户同意将他录入到订单管理系统中的企业数据公开给订单管理系统中其他获得许可的用户。
- 2.2.7.1.5. **合同存续时间**
- 与第 1.7.3 条不同，最短合同存续时间为三 (3) 年。
- 2.2.7.2. **连接 5 号 (Connect 5)**
- 2.2.7.2.1. **服务范围**
- 2.2.7.2.1.1. 特定情况下，泰案联为客户提供需要本地安装的软件，用于将客户的系统接入到订单管理系统 (Order Manager System)。
- 2.2.7.2.1.2. 该软件以下载的形式提供给客户。
- 2.2.7.2.1.3. 运行软件所需的硬件和软件由客户自行提供。客户须自行配置和安装该软件。
- 2.2.7.2.2. **使用权**
- 2.2.7.2.2.1. 泰案联为客户授予非排他性、时间上在本合同存续期间有效、不可转移且不可再许可、用于根据本商业条款中的条款使用软件的使用权。
- 2.2.7.2.2.2. 合同存续期间，客户有权以书面形式和/或机器可读形式完全或部分复制软件，以便于安装和/或运行软件。
- 2.2.7.2.2.3. 合同存续期间，客户有权出于备份和存档目的另外制作一份副本。
- 2.2.7.2.3. **结束合同的后果**
- 结束合同的情况下，无论出于何种原因，客户须立即完全停止软件的使用，将其系统中现有的副本以及创建的任何备份删除或交给泰案联。
- 2.2.7.3. **订单管理 (Order Manager) 模块**
- 2.2.7.3.1. **服务内容**
- 2.2.7.3.1.1. 泰案联通过网络远程访问的方式 (Software-as-a-Service, SaaS) 为客户提供软件的使用。
- 2.2.7.3.1.2. 持续对软件进行进一步开发和优化。进一步开发期间，在不妨碍客户实现合同目的之前提下，部分功能可能发生变化或失效。
- 2.2.7.3.2. **使用权**
- 2.2.7.3.2.1. 软件和包含的数据库受著作权的保护。该软件及其中所含数据库的版权、专利权、商标权和所有其他对软件的邻接权仅归泰案联所有。如果存在第三方权

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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.

2.2.7.3.2.2 TecAlliance grants the customer, within the framework defined in this contract, a simple, non-transferable and non-sublicensable right to use the software and included databases within the scope of the software's functionality, which is limited in time to the term of this contract. No further rights are granted to the customer.

2.2.7.4 Order module packages

2.2.7.4.1 Users can order various packages that expand the functional scope of the solution via the Solution Order Manager interface. Refer to the service descriptions provided there for details about the relevant functional scope. The price and term of the relevant package is displayed to the user before the order is completed.

2.2.7.4.2 Conclusion of contract

2.2.7.4.2.1 Each user order is considered an offer from the customer to TecAlliance for the conclusion of a contract regarding the ordered package.

2.2.7.4.2.2 Upon receipt of the order by TecAlliance, the user and the invoice recipient shall receive an e-mail confirming receipt of the order by TecAlliance and stating its details (order confirmation).

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

2.2.7.4.3 Trial period

2.2.7.4.3.1 If a package is ordered for the first time, TecAlliance provides the customer with a free 14-day trial period.

2.2.7.4.3.2 During the trial period, the customer can cancel the package at any time without providing any reason.

2.2.7.4.4 Term of contract

Deviating from what is specified in clause 1.7.3, the minimum contractual period is one (1) year.

2.2.7.5 e-Invoicing module

2.2.7.5.1 The customer is responsible for the accuracy and completeness of the content in the transferred data and PDF invoice files.

2.2.7.5.2 TecAlliance is not obligated to check the content of the transferred data or PDF invoice files for accuracy. The same applies to identifying any differences between transferred, structured data sets and PDF invoice files.

2.2.7.5.3 The customer authorises TecAlliance to receive invoices, verify signatures, create corresponding test reports and grant sub-authorisations for this purpose on its behalf.

2.2.7.5.4 The parties agree to consider PDF invoice files as original invoices.

2.2.8 Special provisions for Analytics Manager

2.2.8.1 Content of the service

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

2.2.8.1.2 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.

2.2.8.2 Rights of use

2.2.8.2.1 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.

2.2.8.2.2 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.

2.2.8.2.3 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.

2.2.8.2.4 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

利, 则泰案联享有相应的利用权。

2.2.7.3.2.2. 在本合同确定的范围内, 泰案联为客户授予单一的、时间上在本合同存续期间有效、不可转移且不可再许可、用于在软件功能范围内使用软件和其中所含数据库的权利。未授予客户任何其他权利。

2.2.7.4. 订单模块数据包 (Order Modul Packages)

2.2.7.4.1. 通过订单管理解决方案 (Solution Order Manager) 的界面, 用户可以订购不同的数据包, 来扩展解决方案的功能范围。各个功能范围的详细信息参见其中保存的服务说明。在完成订购前用户可以查看所需各数据包的价格及其有效期。

2.2.7.4.2. 合同的订立

2.2.7.4.2.1. 用户每次订购都视为客户向泰案联就所订购数据包所发出的订立合同要约。

2.2.7.4.2.2. 订购送达至泰案联后, 用户和发票接收人收到一封电子邮件, 其中确认订购送达至泰案联并列出了订购的详细信息 (订单确认)。

2.2.7.4.2.3. 订单确认即代表接受客户的要约。

2.2.7.4.3. 试用期

2.2.7.4.3.1. 首次订购数据包时, 泰案联为客户提供为期 14 天的免费试用期。

2.2.7.4.3.2. 试用期内客户无需告知理由便可随时解除该数据包。

2.2.7.4.4. 合同存续时间

与第 1.7.3 条不同, 最短合同存续时间为一年 (1) 年。

2.2.7.5. 电子发票管理 (E-Invoicing) 模块

2.2.7.5.1. 客户对所提供数据和 PDF 发票文件内容的正确性和完整性负责。

2.2.7.5.2. 泰案联没有义务检查所提供数据和 PDF 发票文件内容的正确性。此条对于所提供结构化数据组和 PDF 发票文件之间的一致性也同样有效。

2.2.7.5.3. 客户授权泰案联为其接收发票、验证签名、创建相应的检查记录文件和出于此目的进行转授权。

2.2.7.5.4. 合同双方约定将 PDF 发票文件视作发票原件。

2.2.8. 分析管理 (Analytics Manager) 软件的特别条款

2.2.8.1. 服务内容

2.2.8.1.1. 泰案联通过网络远程访问的方式 (Software-as-a-Service, SaaS) 为客户提供软件的使用。

2.2.8.1.2. 持续对软件进行进一步开发和优化。进一步开发期间, 在不妨碍客户实现合同目的之前提下, 部分功能可能发生变化或失效。

2.2.8.2. 使用权

2.2.8.2.1. 软件和包含的数据库受著作权的保护。该软件及其中所含数据库的版权、专利权、商标权和其他邻接权仅归泰案联所有。如果存在第三方权利, 则泰案联享有相应的利用权。

2.2.8.2.2. 在本合同确定的范围内, 泰案联为客户授予单一的、时间上在本合同存续期间有效、不可转移且不可再许可、用于使用软件和其中所含数据库的权利。未授予客户任何其他权利。

2.2.8.2.3. 软件只能由根据合同约定的获得泰案联分配访问授权或访问数据的人员使用。访问授权与具体人员绑定, 且不得转移给其他人或由其他人使用。

2.2.8.2.4. 使用软件创建的报告仅供客户内部使用。不允许转移给第三方和/或进行公布。此条不包括转交给受客户委托的服务提供商。客户遵守本合同条款的责任不受影响。

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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.

2.2.8.3 Customer obligations

2.2.8.3.1 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.

2.2.8.3.2 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.

2.2.8.3.3 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.

2.2.8.4 Special provisions for the Analytics Manager Module Demand Dashboard

2.2.8.4.1 User Admin

TecAlliance creates an admin user in the software for the customer after the beginning of the contract. Further contractual management of users is the responsibility of the customer.

2.2.8.4.2 Support

2.2.8.4.2.1 TecAlliance shall provide software support by e-mail.

2.2.8.4.2.2 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.

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

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

2.2.8.5 Special provisions for the Analytics Manager Module PMA

2.2.8.5.1 Right of use

2.2.8.5.1.1 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.

2.2.8.5.1.2 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.

2.2.8.5.2 Support

2.2.8.5.2.1 TecAlliance provides software support by e-mail or telephone from Monday to Friday, 9:30-18:00 CST with the exception of public holidays in China.

2.2.8.5.2.2 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; detailed error description; time of error occurrence; relevant screenshots and the report ID displayed in the system for support for individual reports.

2.2.8.3. 客户义务

2.2.8.3.1. 客户将及时、完整和专业条理地履行为本合同得以执行和开展所必要的全部义务，尤其是：检查所提供服务对客户的要求；确保硬件和软件满足泰案联对客户的要求；注意泰案联关于避免错误的提示；保护本地 IT 系统以防被恶意软件感染；定期备份传输给泰案联的数据和内容。

2.2.8.3.2. 如果第三方主张使用泰案联提供给客户的数据和/或内容导致了侵权，如果对数据和/或内容的合法性存有疑问，且有客观的证据证明，则泰案联有权完全或部分、暂时或持续屏蔽此内容。这种情况下，泰案联会要求客户在适当的期限内排除侵权行为或证明数据和/或内容的合法性。如果客户未遵循此要求，则泰案联可以在无视其他权利的情况下提出权利主张，要求出于重大事由、不必遵守合同期限终止合同。将向客户收取泰案联由于上述措施而产生的费用。如果侵权原因在于客户，则客户须赔偿泰案联因此产生的损失并使泰案联免于任何第三方的权利主张。其他进一步的权利予以保留。

2.2.8.3.3. 客户有义务对分配给他或其用户的使用和访问权限以及其他约定的身份验证和授权工具进行保密、防止第三方使用且不得转交给未获授权的第三方。

2.2.8.4. 分析管理模块需求仪表盘 (Analytics Manager Modul Demand Dashboard) 的特别条款

2.2.8.4.1 用户管理

合同开始后，泰案联为客户在软件中创建一个管理员用户。由客户根据合同进一步管理该用户。

2.2.8.4.2 技术支持

2.2.8.4.2.1. 泰案联通过电子邮件提供软件技术支持。

2.2.8.4.2.2. 客户的技术支持请求必须包含下列信息：主题：Analytics Manager Modul Demand Dashboard + 错误简要描述 + 客户公司名称；用户信息：名、姓、电子邮箱地址；详细的错误描述；错误出现时间点；浏览器；操作系统；如果可行，合适的屏幕截图。

2.2.8.4.2.3. 泰案联仅通过 support.cgn@tecalliance.net 接收包含上述信息的技术支持请求。

2.2.8.4.2.4. 软件本身包含有用户帮助功能，其中包含软件使用说明，可供客户使用。

2.2.8.5. 分析管理模块之产品管理分析 (Analytics Manager Modul PMA) 的特别条款

2.2.8.5.1 使用权

2.2.8.5.1.1. 软件只能够由根据合同约定的获得泰案联分配访问授权或访问数据的人员使用。访问授权与具体人员绑定，且不得转移给其他人或由其他人使用。

2.2.8.5.1.2. 客户只能够向本公司或客户委托服务提供商的工作人员提供访问权限和访问数据。

2.2.8.5.2 技术支持

2.2.8.5.2.1. 泰案联通过电子邮件或电话在周一至周五 09:30 至 18:00 期间提供软件技术支持，中国大陆公共假日除外。

2.2.8.5.2.2. 客户的技术支持请求必须包含下列信息：主题：Analytics Manager Modul PMA + 错误简要描述 + 客户公司名称；用户信息：名、姓、电子邮箱地址；详细的错误描述；错误出现时间点；合适的屏幕截图和系统中为技术支持而显示的各份报告的报告 ID。

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2.2.8.5.2.3 TecAlliance only accepts support requests with the information described above, which must be sent to support.ap@tecalliance.net. In urgent cases, TecAlliance provides telephone support under +86-(0)21 – 3387 0258.

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

2.2.8.6 Use of the TecDoc Catalogue Data database

2.2.8.6.1 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.

2.2.8.6.2 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.

2.2.8.6.3 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.

2.2.8.7 Use of the database "Vehicles in Operation"

2.2.8.7.1 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.

2.2.8.7.2 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.

2.2.8.7.3 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.

2.2.8.8 Use of TecDoc Web Catalogue Usage Data database

2.2.8.8.1 Full use of the software is only possible in connection with a licence for the TecDoc Web Catalogue Usage Data database. This contains the data basis for the functionality of the software.

2.2.8.8.2 If the customer has already licensed the Analytics Manager Module Demand Dashboard, it is entitled to use the data acquired in accordance with the licence within the software as well. This use must be communicated to TecAlliance in text form and confirmed by TecAlliance in text form. No further billing shall take place.

2.2.8.8.3 If the customer has not licensed the Analytics Manager Module Demand Dashboard, the use of the TecDoc Web Catalogue Usage Data database 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. Further use of the TecDoc Web Catalogue Usage Data database or the Analytics Manager Module Demand Dashboard is not included.

2.2.9 Special provisions for myITG

2.2.9.1 Content of the service

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

2.2.9.1.2 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.

2.2.9.1.3 The data contained in the software either comes from other customers or is researched by TecAlliance with the care required under the circumstances. Assessing the accuracy, currency and completeness of the data is the responsibility of the customer.

2.2.9.2 Licence models

2.2.9.3 The software is offered in various versions that differ in their functional scope.

2.2.8.5.2.3 泰案联仅通过 Support.ap@tecalliance.net 接收包含上述信息的技术支持请求。紧急情况下, 泰案联通过 +86-(0)21 - 3387 0258 提供电话技术支持。

2.2.8.5.2.4 软件本身包含有用户帮助功能, 其中包含软件使用说明, 可供客户使用。

2.2.8.6. 泰多克目录数据 (TecDoc Catalogue Data) 数据库的使用

2.2.8.6.1 软件必须与数据库泰多克目录数据 (TecDoc Catalogue Data) 搭配使用。其中包含软件功能的数据基础。

2.2.8.6.2 如果客户已经获得了泰多克目录数据 (TecDoc Catalogue Data) 数据库的许可证, 则客户也有权在软件中使用基于许可证所获得的数据。只有在以书面形式告知泰案联并且泰案联以书面形式确认之后, 能够在软件中使用泰多克目录数据 (TecDoc Catalogue Data) 数据库。不对泰多克目录数据 (TecDoc Catalogue Data) 数据库的使用另外收费。

2.2.8.6.3 如果客户没有获得泰多克目录数据 (TecDoc Catalogue Data) 数据库的许可证, 则需要根据本商业条款中的规定, 对软件中所需的泰多克 (TecDoc) 数据的使用一并授予许可证。这将产生额外的费用, 费用列出在要约中。不包括进一步使用泰多克目录数据 (TecDoc Catalogue Data) 数据库。

2.2.8.7. 车辆保有量 (Vehicles in Operation) 数据库的使用

2.2.8.7.1 软件必须与车辆保有量数据库 (Vehicles in Operation) 全面搭配使用。其中包含软件功能的数据基础。

2.2.8.7.2 如果客户已经获得了车辆保有量数据库的许可证, 则客户也有权在软件中使用基于许可证所获得的数据。只有在以书面形式告知泰案联并且泰案联以书面形式确认之后, 能够在软件中使用车辆保有量数据库。不对保有量数据库的使用另外收费。

2.2.8.7.3 如果客户没有获得车辆保有量数据库的许可证, 则需要根据本商业条款中的规定, 对软件中所需数据的使用一并授予许可证。这将产生额外的费用, 费用列出在要约中。不包括进一步使用车辆保有量数据库。

2.2.8.8. 泰多克网络目录应用数据 (TecDoc Web Catalogue Usage Data) 数据库的使用

2.2.8.8.1 软件必须与泰多克网络目录应用数据 (TecDoc Web Catalogue Usage Data) 数据库的许可证全面搭配使用。其中包含软件功能的数据基础。

2.2.8.8.2 如果客户已经获得了分析管理模块需求仪表盘 (Analytics Manager Modul Demand Dashboard) 的许可证, 则客户也有权在软件中使用基于许可证所获得的数据。只有在以书面形式告知泰案联, 并且泰案联以书面形式确认之后, 才能够进行使用。不再另外收费。

2.2.8.8.3 如果客户没有获得分析管理模块需求仪表盘 (Analytics Manager Modul Demand Dashboard) 的许可证, 则需要根据本商业条款中的条款, 对软件中所需泰多克网络目录应用数据 (TecDoc Web Catalogue Usage Data) 数据库的使用一并授予许可证。这将产生额外的费用, 费用列出在要约中。不包括进一步使用泰多克网络目录应用数据 (TecDoc Web Catalogue Usage Data) 或分析管理模块需求仪表盘 (Analytics Manager Modul Demand Dashboard) 数据库。

2.2.9. myITG 软件的特别条款

2.2.9.1. 服务内容

2.2.9.1.1 泰案联通过网络远程访问的方式 (Software-as-a-Service, SaaS) 为客户提供软件的使用。

2.2.9.1.2 持续对软件进行进一步开发和优化。进一步开发期间, 在不妨碍客户实现合同目的之前提下, 部分功能可能发生变化或失效。

2.2.9.1.3 软件中所含数据源自其他客户或者由泰案联依据具体情况所必要的谨慎所开发。客户应当独自判断数据的正确性、完整性和实时性。

2.2.9.2. 许可模式

2.2.9.3 提供不同版本软件, 其区别在于功能范围不同。

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- 2.2.9.3.1 Use of the free version (Basic) requires that the customer be listed on the TecAlliance website with at least one of its brands as a TecDoc data supplier.
- 2.2.9.3.2 Customers who do not meet the requirement in clause 2.2.9.3.1, can only use the fee-based version (Pro) of the software.

2.2.9.4 Customer rights of use

- 2.2.9.4.1 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.
- 2.2.9.4.2 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 within the scope of the software's functionalities, which is limited in time to the term of this contract. No further rights are granted to the customer.

2.2.9.5 Customer obligations

- 2.2.9.5.1 The essential component of the software is the accuracy, currency and completeness of the data it contains. The customer is therefore instructed to keep its data up to date in the software at all times and to correct the data as necessary.
- 2.2.9.5.2 The customer ensures that it provides and publishes only data that does not violate any statutory provisions and/or third party rights (including intellectual property rights).

2.2.9.6 Transferring rights of use

- 2.2.9.6.1 The customer is the owner of the data that it enters into the software and/or publishes there.

- 2.2.9.7 The customer grants TecAlliance and its affiliated companies, in accordance with clause 1.1.2, a simple, global, transferable and sublicensable right, limited in time to the term of this contract, to process, duplicate, distribute and make publicly accessible the data that the customer enters and/or publishes in the software. The usage right is limited to the functionality of the software. **Customer-specific optimisations (COP)**

Customer-specific optimisations of the software (COP) are not part of the contract. Corresponding requests are forwarded by TecAlliance to a service provider. Conclusion of the COP contract takes place exclusively between the service provider and the customer.

2.2.9.8 Support

- 2.2.9.8.1 The support is provided by TecAlliance or a third party commissioned by TecAlliance. It is categorised as follows:
- 2.2.9.8.1.1 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
- 2.2.9.8.1.2 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).
- 2.2.9.8.2 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.
- 2.2.9.8.3 If any specific problems require further measures, TecAlliance shall provide a paid on-site service.
- 2.2.9.8.4 The support will be available during normal office hours (Mon-Fri. 9:00 - 17:00 CET). On public holidays in NRW, support will not be provided.
- 2.2.9.8.5 Support is provided in German and English.

2.2.9.9 Term and Termination

Deviating from what is specified in clause 1.7.3, the minimum contractual period is omitted for the free version of the software (Basic). The notice period shall in this case amount to seven (7) days to the end of the month.

2.3 Services (consulting and implementation)

2.3.1 General provisions

2.3.1.1 Content of the service

- 2.2.9.3.1. 使用免费版本 (Basic) 的前提是, 客户被列入在泰案联网站上, 至少一个品牌被列为 泰多克 (TecDoc) 数据供应商。

- 2.2.9.3.2. 不满足第 2.2.9.3.1 条所列前提条件的客户, 只能使用软件的收费版本 (Pro)。

2.2.9.4. 客户使用权

- 2.2.9.4.1. 软件和包含的数据库受著作权的保护。该软件及其中所含数据库的版权、专利权、商标权和其他邻接权仅归泰案联所有。如果存在第三方权利, 则泰案联享有相应的利用权。

- 2.2.9.4.2. 在本合同确定的范围内, 泰案联为客户授予单一的、时间上在本合同存续期间有效、不可转移且不可再许可、用于在软件功能范围内使用软件和其中所含数据库的权利。未授予客户任何其他权利。

2.2.9.5. 客户义务

- 2.2.9.5.1. 其中所含数据的正确性、完整性和实时性是软件的基本组成部分。因此, 要求客户确保软件始终为最新版本并在必要时配合修正。

- 2.2.9.5.2. 客户确保仅提供和公布不违反法律规定和/或不侵犯第三方权利 (包括知识产权) 的数据。

2.2.9.6. 转移使用权

- 2.2.9.6.1. 客户是其输入到软件中和/或公布在软件中的数据的所有人。

- 2.2.9.7. 客户为泰案联及其符合第 1.1.2 条的关联公司授予单一的、时间上在本合同存续期间有效、全球范围有效、可转让的和可以再许可的对客户输入到软件中和/或公布在软件中的数据进行编辑、复制、传播和公开的权利。使用权仅限于软件的功能。 **客户定制调整 (COP)**

对软件进行客户定制调整 (COP) 不是本合同的内容。泰案联会将相关需求转发给服务提供商。只会在服务提供商和客户之间就客户定制调整签订合同。

2.2.9.8. 技术支持

- 2.2.9.8.1. 由泰案联提供或泰案联委托第三方提供技术支持。该技术支持分为:
- 2.2.9.8.1.1. 一级技术支持 (由客户帮助平台 CHD 提供电话故障申报服务; 有关使用、操作、确定错误的专业性问题的咨询服务) 以及
- 2.2.9.8.1.2. 二级技术支持 (接收和诊断来自一级技术支持申报的问题。纠错并提供解决方法或更正版本)。
- 2.2.9.8.2. 所有技术支持服务 (例外: 培训支持) 由泰案联或泰案联委托的第三方以电话或远程服务的方式提供。如果客户不同意进行远程服务并因此需要进行现场技术支持, 则客户须承担由此产生的成本和费用。
- 2.2.9.8.3. 如果特殊问题需要采取进一步解决措施, 那么泰案联将收取费用提供现场支持。
- 2.2.9.8.4. 能够提供技术支持的时间为正常办公时间 (周一至周五, 中欧时间 9:00 - 17:00)。北威州法定节假日不提供技术支持。
- 2.2.9.8.5. 可用德语和英语提供技术支持。

2.2.9.9. 存续期与解约

与第 1.7.3 条不同, 软件的免费版本 (Basic) 没有最短合同存续时间。这种情况下, 解约期为月末前七 (7) 天。

2.3. 服务 (咨询和实施)

2.3.1. 一般条款

2.3.1.1. 服务内容

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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 TecDoc data services

2.3.2.1.1 Content of the service

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.

2.3.2.1.2.2 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

2.3.1.1.1. 服务内容是泰案联根据要约和合同条款提供服务。

2.3.1.1.2. 所提供服务的详细信息由服务说明确定。

2.3.2. 实施服务的特别条款

2.3.2.1. 泰多克数据服务 (TecDoc Data Services)

2.3.2.1.1. 服务内容

2.3.2.1.1.1. 服务对象是处理和准备客户交付的数据、将此数据转为相应有效的泰案联目录数据格式，在获得客户认可后，根据数据供应商合同的条款公开和分发给数据用户。泰案联所提供的具体服务由要约确定。

2.3.2.1.1.2. 数据服务 (Data Services) 范围内的服务仅提供给与泰案联签订了有效的数据供应商合同的客户。

2.3.2.1.1.3. 泰案联在提供服务时仅考虑客户和/或其服务提供商所交付的诸如产品信息、应用程序、交叉引用、文档之类的信息。泰案联原则上不采用其他数据源。

2.3.2.1.1.4. 泰案联会对客户的产品数据导入到泰案联的产品数据分类系统中进行分类并定义属性。在泰案联分类识别系统中还不存在的未分类产品和/或属性，需要首先在泰案联参考数据中创建。因此，通常须在下一个可行的约定日期才能对相关的产品数据进行处理。

2.3.2.1.1.5. 客户的应用程序仅能基于泰案联的车辆谱系进行管理。在泰案联的车辆谱系中不存在的车辆需要首先在泰案联参考数据中创建。因此，通常须在下一个可行的日期才能对相关应用程序进行处理。

2.3.2.1.1.6. 提供服务时，应用的原厂数据和/或链接可能不会提供百分之百的覆盖率。就此而言客户认可，数据处理中缺失的原厂号码和/或链接符合合同的交付要求。

2.3.2.1.1.7. 根据本合同须履行的服务仅在要约中所提及的目标日期有效，且仅包含一 (1) 次要约和本一般商业条款所述服务范围内的数据处理工作。

2.3.2.1.1.8. 泰案联在提供服务时可能会借助一个或多个履约协助人 (分包商)。履约协助人必须具备提供服务所必要的专业资质。泰案联有义务向客户告知借助了履约协助人。

2.3.2.1.2. 客户合作义务

2.3.2.1.2.1. 客户以书面形式为泰案联指定一名项目负责人作为联系人和一名代理人，他们在常规工作时间内回复问题，且有权对发生争议的问题做出决定。

2.3.2.1.2.2. 客户须确保遵守要约中指定的准备日期。为了能够按期处理，客户应当最迟在该日期把数据交至泰案联。

2.3.2.1.2.3. 如果客户没有遵守提供日期，则泰案联会重新指定日期并告知给客户。

2.3.2.1.2.4. 客户提交的数据必须符合本一般商业条款的规定。如果数据不符合本一般商业条款的一条或多条规定，则泰案联无法提供或无法按期提供服务。这种情况下，泰案联向客户告知数据提交出现的缺陷及其后果 (不接收数据、提供服务成本增加) 并与其协商下一步措施。

2.3.2.1.2.5. 泰案联进行处理后，将数据传输给客户以进行检查和批准。如果客户未在三 (3) 天内以书面形式就所提供的服务提出异议，则经过编辑的数据视作获得批准。

2.3.2.1.3. 针对所提交数据的规定

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- 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 PDF documents must be available at least in Chinese and 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 to the customer after the customer’s approval. The actual services to be provided by TecAlliance shall be specified in the service description and offer.
- 2.3.2.2.1.2 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 to provide the services at all or on time. In this case,
- 2.3.2.1.3.1. 泰案联只能处理明确的、合乎逻辑的数据行。无法处理不同的写法或自相矛盾的、不可信的数据。
- 2.3.2.1.3.2. 泰案联只能处理 BMP 或 JPG 格式的图片 and 图表。图片大小不得超过 600 x 400 px。徽标大小不得超过 130 x 90 px。
- 2.3.2.1.3.3. PDF 文档必须至少有中文和英文版本。
- 2.3.2.1.3.4. 图片、文档和文本模板必须分配有客户的产品编号和（如果涉及）产品的车辆链接。
- 2.3.2.1.3.5. 文件名称的长度不得超过 30 个字符且不能包含点号 (.)。
- 2.3.2.1.3.6. 标识尺寸和单位数值时，必须注意，也必须同时标注尺寸/单位的名称（例如：长度单位为 mm，中心直径单位为 mm，外部螺纹直径单位为英寸）。
- 2.3.2.2. 交易品牌 (Trade Brands)**
- 2.3.2.2.1. 服务内容**
- 2.3.2.2.1.1. 服务对象是处理和准备客户交付的数据，将此数据转为相应有效的泰案联目录数据格式，在获得客户认可后，在一台分配给客户的泰案联网络服务器上发布。泰案联所提供的具体服务由服务说明和要约确定。
- 2.3.2.2.1.2. 交易品牌 (Trade Brands) 范围内的服务仅提供给与泰案联就 泰多克目录白标 (TecDoc Catalogue White Label) 或泰多克目录数据网络服务 (TecDoc Catalogue Data Webservice) 签订了有效合同的客户。
- 2.3.2.2.1.3. 泰案联在提供服务时仅考虑客户和/或其服务提供商所交付的诸如产品信息、应用程序、交叉引用、文档之类的信息。泰案联原则上不采用其他数据源。
- 2.3.2.2.1.4. 泰案联会对客户的产品数据导入到泰案联的产品数据分类系统中进行分类并定义属性。在泰案联分类识别系统中还不存在的未分类产品和/或属性，需要首先在泰案联参考数据中创建。因此，通常须在下一个可行的约定日期才能对相关的产品数据进行处理。
- 2.3.2.2.1.5. 客户的应用程序仅能基于泰案联的车辆谱系进行管理。在泰案联的车辆谱系中不存在的车辆需要首先在泰案联参考数据中创建。因此，通常须在下一个可行的日期才能对相关应用程序进行处理。
- 2.3.2.2.1.6. 提供服务时，应用的原厂数据和/或链接可能不会提供百分之百的覆盖率。就此而言客户认可，数据处理中缺失的原厂号码和/或链接符合合同的给付要求。
- 2.3.2.2.1.7. 根据本合同须履行的服务仅在要约中所提及的目标日期有效，且仅包含一 (1) 次所述服务范围内的数据处理工作。
- 2.3.2.2.1.8. 泰案联在提供服务时可能会借助一个或多个履约协助人（分包商）。履约协助人必须具备提供服务所必要的专业资质。泰案联有义务向客户告知借助了履约协助人。
- 2.3.2.2.2. 客户合作义务**
- 2.3.2.2.2.1. 客户以书面形式为泰案联指定一名项目负责人作为联系人和一名代理人，他们在常规工作时间内回复问题，且有权对发生争议的问题做出决定。
- 2.3.2.2.2.2. 客户须确保遵守要约中指定的准备日期。为了能够按期处理，客户应当最迟在该日期把数据交至泰案联。
- 2.3.2.2.2.3. 如果客户没有遵守提供日期，则泰案联会重新指定日期并告知给客户。
- 2.3.2.2.2.4. 客户提交的数据必须符合本一般商业条款的规定。如果数据不符合本一般商业条款的一条或多条规定，则泰案联无法提供或无法按期提供服务。这种情况下，泰案联向客户告知数据提交出现的缺陷及其后果（不接收数据、提供服务成本增加）并与其协商下一步措施。

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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.

2.3.2.2.5 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 English and Chinese.

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 Order Manager Implementation Services

2.3.3.1 Content of the service

2.3.3.1.1 The scope of services is the provision of consulting and implementation services for Order Manager, especially in the following areas:

- Appointing a central contact person
- Roll-out support (e.g. setting up business relationships, configuring the dispatcher)
- Consulting services for reverse messages (order confirmation, dispatch advice and invoice)
- Order Connect 5 Server Updates (only patches from TecAlliance Order Manager solutions)
- Customer-specific SAP requirements and/or Order Manager solutions
- Telephone consultation that does not fall under other projects

2.3.3.1.2 The following areas are not included in the services to be rendered according to this contract:

- Release change (only on relation to TecAlliance solutions)
- New installations
- Add-ons
- Workshops
- Licence costs

2.3.3.1.3 The services in this section shall be rendered in English and Chinese.

2.3.3.2 The customer's obligations to cooperate

2.3.3.2.1.1 The customer is obligated to set up functioning, high-performance and state-of-the-art access (direct access) to the TecAlliance server. The access authorisation shall be regulated by TecAlliance in coordination with the customer.

2.3.3.2.1.2 The customer shall be available to TecAlliance to answer content-related enquiries on the accesses. In this regard, the customer shall provide TecAlliance in text form with the name of an English or Chinese-speaking 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.

2.3.3.3 Project schedule

If the services in this section are rendered as part of an implementation project, the project is considered complete after successful testing within a test scenario to which the customers have agreed. The customer shall confirm the successful running of the test and the completion of the project by signing an acceptance protocol. The project shall be considered to have been completed and accepted if the acceptance protocol is not signed within a period of four (4) weeks after the test.

2.3.3.4 Liability

2.3.3.4.1.1 The liability of TecAlliance for data loss in connection with the service rendered in this section shall be restricted to the typical cost of restoration that would have

2.3.2.2.2.5. 泰案联进行处理后，将数据传输给客户以进行检查和批准。

如果客户未在三(3)天内以书面形式就所提供的服务提出异议，则经过编辑的数据视作获得批准。

2.3.2.2.3. 针对所提交数据的规定

2.3.2.2.3.1. 泰案联只能处理明确的、合乎逻辑的数据行。无法处理不同的写法或自相矛盾的、不可信的数值。

2.3.2.2.3.2. 泰案联只能处理 BMP 或 JPG 格式的图片 and 图表。图片大小不得超过 600 x 400 px。徽标大小不得超过 130 x 90 px。

2.3.2.2.3.3. PDF 文档必须至少有中文和英文版本。

2.3.2.2.3.4. 图片、文档和文本模板必须分配有客户的产品编号和(如果涉及)产品的车辆链接。

2.3.2.2.3.5. 文件名称的长度不得超过 30 个字符且不能包含点号(.)。

2.3.2.2.3.6. 标识尺寸和单位数据时，必须注意，也必须同时标注尺寸/单位的名称(例如：长度单位为 mm，中心直径单位为 mm，外部螺纹直径单位为英寸)。

2.3.3. 订单管理 (Order Manager) 实施服务

2.3.3.1. 服务内容

2.3.3.1.1. 服务内容是提供订单管理 (Order Manager) 范围内的、尤其是下列范围内的咨询和实施服务：

- 指定一名中心联系人
- 新品推出 (Roll-Out) 支持 (例如：创建业务关系、配置调度程序)
- 有关消息反馈的咨询服务 (订单确认、交货通知和发票)
- 订单连接 5 号服务器升级 (Order Connect 5 Server Updates) (仅泰案联订单管理解决方案的补丁)
- 客户特定的企业管理解决方案 (SAP) 定制要求或订单管理解决方案
- 其他项目中不包含的电话咨询

2.3.3.1.2. 下列领域不包含在基于本合同提供的服务中：

- 发布的变更 (仅涉及泰案联解决方案)
- 新安装
- 插件
- 研讨会
- 许可证费用

2.3.3.1.3. 根据本章节提供的服务仅以中文和英文提供。

2.3.3.2. 客户合作义务

2.3.3.2.1.1. 客户有义务在泰案联的服务器上为泰案联创建一个功能正常、运作良好、符合最新技术水平的访问端口 (直接访问)。访问权限由泰案联与客户协调确定。

2.3.3.2.1.2. 泰案联如对访问有疑问，客户应该提供解答。为此，客户以书面形式为泰案联指定一名通晓英语或中文的项目负责人作为对口联系人和一名代理人，他们在常规工作时间内回复问题，且有权对发生争议的问题做出决定。

2.3.3.3. 项目流程

如果根据本章节提供的服务是作为实施项目的一部分提供的，那么在客户约定的试用场景内成功进行试用后，则视作项目结束。客户通过在验收记录文件中签字，确认成功试用并确认项目结束。如果未在试用后四(4)周内验收协议上签名，则项目也视作结束且通过验收。

2.3.3.4. 责任

2.3.3.4.1.1. 泰案联对于根据本章节所提供数据丢失事件所承担的责任，仅限于客户以定期和风险适当的方式制定的备份副本所需的典型还原费用。

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occurred if regular back-up copies had been made by the customer in accordance with the risk involved.

2.3.3.5 Service quotas

2.3.3.5.1 Services, as defined in this section, can be offered as service quotas. Deviating from what is specified in clause 1.4, invoicing is performed on a monthly basis according to the one-off services used.

2.3.4 Special provisions for the Expert Hotline

2.3.4.1 Content of the service

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

2.3.4.1.2 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.

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

2.3.4.2 The customer's obligations to cooperate

2.3.4.2.1 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.

2.3.4.2.2 Enquiries from users that have not been correctly reported as per section 2.3.4.2.1 shall not be processed by TecAlliance.

2.3.4.2.3 Changes outside the monthly update as per section 2.3.4.2.1 shall be invoiced separately by TecAlliance.

2.3.4.3 Liability

2.3.4.4 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.

2.3.4.5 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.

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

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

2.3.3.5. 配额服务

本章节所规定的服务可以作为配额服务提供。与第 1.4 条不同，根据应收款的单项服务每月开具一次发票。

2.3.4. 专家热线的特别条款

2.3.4.1. 服务内容

2.3.4.1.1 服务对象为提供和运营一条技术热线，根据服务说明提供乘用车领域的汽车信息。

2.3.4.1.2 提供服务期间发送给客户和热线用户的数据仅限客户的公司和热线用户使用。禁止客户将数据转交给第三方或出售。

2.3.4.1.3 客户在每月一次的热线报告中会收到一份有关处理情况的概览（包括客户数据和提出的问题）。

2.3.4.2. 客户合作义务

2.3.4.2.1 为防止滥用或未经授权地使用热线对客户造成损失，客户有义务采用泰案联规定的标准化格式，以电子形式向泰案联每月提交一次有关已授权用户的信息。

2.3.4.2.2 未根据第 2.3.4.2.1 条提交过的用户所做的咨询提问，泰案联不予回复。

2.3.4.2.3 在根据第 2.3.4.2.1 条每月一次的更新之外做出的变更，泰案联收取额外的费用。

2.3.4.3. 责任

2.3.4.4 由于主要采用手工形式进行调查研究和回答问题，因此原则上无法排除传输错误。因此，在来源数据（例如：制造商信息）正确的前提下，对调查研究的信息将基于现有的最佳知识水平予以回复、创建和交付。

2.3.4.5 因此，对于由于第三方向泰案联提供的数据和信息错误导致信息或结果出错，泰案联不承担任何责任。任何情况下都由客户负责举证。

2.3.4.6 故意或重大失误责任不受此条款影响。

2.3.4.7 此责任原则上且在合法的基础上，仅限于产品或每次交付的数据的价值。

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