General and product-related terms and conditions of business (GTCs) of TecAlliance	**泰案联的和产品相关的通用商业条款和条件（GTCs）**
Version 2.6.1; status as of: 17 /05 /2023	2.6.1 版本；更新于：2023 年 05 月 17 日
These GTCs govern the contractual relations between TecAlliance China Ltd., (locates at Block 1, Room 1015, 1868 Gonghexin Road, Shanghai China) (hereinafter referred to as TecAlliance) and its customers, unless the parties have expressly excluded the application of GTCs.	本 GTCs 规定了泰案联信息技术（上海）有限公司（地址：中国上海共和新路 1868 号 1 号楼 1015 室）（以下称为"泰案联"）和其客户之间缔结的合同关系，除非双方明确地排除了本 GTCs 的适用。
These GTCs are divided into the following sections:	本 GTCs 分为下列部分：

1. General terms and conditions of all business ("AC")	**1. 所有业务的一般条款和条件（"所有业务条款"）**
1.1. Definitions	**1.1. 定义**
1.1.1. **Working day:** Weekdays Monday through Friday, except for legal holidays in the People's Republic of China.	1.1.1. **工作日：** 周一至周五为工作日，但不包括中华人民共和国的公共假期。
1.1.2. **Force Majeure:** Unforeseeable, unavoidable events that are outside the control of all contacting parties and which could not have been avoided by reasonable, acceptable means under the circumstances, including but not limited to wars, civil wars, revolutions, earthquakes, hurricanes, fires or pandemics.	1.1.2. **不可抗力：** 指不受合同双方控制并且在当时情况下无法通过合理和有效手段加以避免的不可预见、无法避免的事件，特别是指战争、内战、革命、地震、飓风、火灾或疫情。
1.1.3. **IAM/Independent Automotive Aftermarket**: Market for maintenance and repair of vehicles outside the vehicle manufacturer's sales and service network including - repair facilities, - manufacturers or distributors of workshop equipment, - tools or spare parts, - publishers of technical information, - automobile clubs, roadside assistance services, - providers of inspection and testing services, - facilities for the education and training of mechanics, - manufacturers and repair staff for equipment to convert vehicles to run on alternative fuels.	1.1.3. **汽车独立售后市场（IAM）：** 指在汽车制造商的销售和服务网络之外的汽车维护和维修市场，包括以下部分 - 维修店， - 车间配备的制造商或经销商， - 工具或备件， - 技术信息出版商， - 汽车俱乐部、应急援助服务， - 检查和检测服务的提供商， - 机械师培训和进修机构， - 替代燃料车辆改装配备的制造商和维修商。
1.1.4. **IAM Europe** includes Albania, Andorra, Austria, Belarus, Belgium, Bosnia & Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russia, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, United Kingdom, Vatican City.	1.1.4. **IAM 欧洲**涵盖以下国家和地区：阿尔巴尼亚、安道尔、白俄罗斯、比利时、波斯尼亚和黑塞哥维那、保加利亚、丹麦、德国、爱沙尼亚、芬兰、法国、希腊、英国、爱尔兰、冰岛、意大利、克罗地亚、拉脱维亚、列支敦士登、立陶宛、卢森堡、马耳他、马其顿、摩尔多瓦、摩纳哥、黑山、荷兰、挪威、奥地利、波兰、葡萄牙、罗马尼亚、俄罗斯、圣马力诺、瑞典、瑞士、塞尔维亚、斯洛伐克、斯洛文尼亚、西班牙、捷克、土耳其、乌克兰、匈牙利、梵蒂冈城。
1.1.5. **Affiliated Companies:** means a company with an affiliated relationship as defined in Chinese Company Law.	1.1.5. **关联公司：** 指存在公司法规定的关联关系的公司。
1.1.6. **Online marketplace**: Online sales platform that can be used by both the customer and registered third-party retailers to buy spare parts.	1.1.6. **在线市场：** 指互联网销售平台，客户自己和注册第三方经销商皆可在该平台上购买备件。
1.1.7. **Contract**: refers to all delivery relationships, service relationships and offers between TecAlliance and its customers.	1.1.7 **合同：** 指泰案联与客户之间的所有交货、服务和要约。
1.2. Scope of these terms and conditions	**1.2. 条款范围**
1.2.1. The GTCs apply to all deliveries, services, offers and Contract of TecAlliance China Ltd.	1.2.1. 本 GTCs 适用于泰案联信息技术（上海）有限公司的所有交货、服务、要约和合同。
1.2.2. The GTCs shall also apply to deliveries, services and offers of the companies affiliated with TecAlliance, provided that the GTCs are explicitly referred to in the respective offers. In this case, the contractual partner is the affiliated company named in the offer.	1.2.2. 本 GTCs 同样适用于泰案联的关联公司所提供的所有交货、服务和要约，前提是在各相关要约中明确援引本 GTCs。这种情况下，合同方是要约中所列的关联公司。
1.2.3. These GTCs shall also apply to TecAlliance's deliveries, services and offers that have been provided by third parties, provided that the offers or agreement contain an explicit reference to these GTCs. TecAlliance shall be the contractual partner in such a case.	1.2.3. 本 GTCs 同样适用于由泰案联委托的第三方所提供的全部发货、服务和要约，前提是在要约或协议中明确援引本 GTCs。这种情况下，合同方应为泰案联。
1.2.4. Terms and conditions of the customer which deviate from GTCs are not binding on TecAlliance and shall not apply to the Contract.	1.2.4. 客户方的与本 GTCs 相背离的条款对 TecAlliance 没有约束力，不适用于双方之间的合同。
1.2.5. The parties may agree to terms that deviate from this GTCs, but such deviation must be clearly confirmed in writing by a sperate agreement.	1.2.5 ．双方可以约定与本 GTCs 相偏离的条款，但前提是该偏离条款必须通过一个单独的协议书面确定。

TecDoc   TecCom   TecRMI   TecFleet   JNPSoft   OptiCat

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1.2.6. Section 1 of the GTCs "General Business Terms and Conditions for All Businesses ("AC")" also applies to Section 2 "Special Business Terms and Conditions of the TecDoc Business", Section 3 "Special Business Terms and Conditions of the TecRMI Business", Section 4 "Special Business Terms and Conditions of the TecCom Business" and Section 5 "Special Business Terms and Conditions of the TecFleet Business", unless otherwise agreed. Where the provisions in the other Sections conflicts with the provisions in Section 1, the provisions in other Sections will prevail.

1.3. **Offer and conclusion of contract**

1.3.1. Unless expressly stated otherwise, TecAlliance's offers in written form are binding.

1.3.2. The offer of TecAlliance is valid for six (6) weeks after the date of receipt of the offer by the customer. If the customer does not confirm acceptance of the offer after six (6) weeks passed, the offer is not binding on TecAlliance and no longer applies. If both parties expressly confirm that the offer and the customer's confirmation of the offer made more than six (6) weeks later are binding on both parties, the offer has been established and is valid and binding on both parties.

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

1.4. **Scope of service**

1.4.1. 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.

1.4.2. **Licensing of TecDoc databases (Data)**

1.4.2.1. **Service content**

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

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

1.4.2.1.3. 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.

1.4.2.1.4. The database or database contents provided originate in part from third parties (e.g. data suppliers, service providers). In this case, TecAlliance shall not guarantee the accuracy, completeness, authenticity, usefulness, timeliness or reliability of the database or the content of the data, nor shall it guarantee any performance or suitability of the data, nor shall it guarantee that the data will meet the business needs of its customers, nor is it responsible for omissions or errors in the data.

1.4.2.1.5. TecAlliance shall not assume any obligation or liability for damages in connection with the data or in relation to the use of the data. In the event that a third party brings an action or asserts rights in relation to the use of the data or the final data product, the customer shall be solely responsible for it and shall not claim against TecAlliance for any reason or agreement.

1.4.2.2. **Granting of rights of use**

1.4.2.2.1. The customer acknowledges that the provided database and its contents are works protected by Copyright Law.

1.4.2.2.2. 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 the GTCs and the Contract. The authorisation only applies to the region agreed in the contract or offer. The customer shall not use the database and its contents for purposes other than those mentioned in the project description.

1.4.2.2.3. If the database and the database contents are acquired under a "Restricted Access" licence, they may only be made accessible to a restricted group of users. Access to the database and the database contents must be restricted to users known to the customer by means of a login or similar protective mechanisms. Any, even partial, access to the database and the database contents outside the restricted circle of users is ruled out.

1.4.2.2.4. If the database and the database contents are acquired under an "Open Access" licence, they may be published without restriction of the circle of users.

1.4.2.2.5. The customer is entitled to use service providers within the framework of the projects specified in the project description and to transfer the TecDoc database and database contents to them within this framework. The customer shall notify TecAlliance in writing in advance and obtain its consent. This shall not affect the customer's responsibility for compliance with these contractual conditions. The service provider has the same obligations with respect to the database and its contents as the customer, and any breach of these obligations

1.2.6. 本GTCs的第1部分"所有业务的一般商业条款和条件（"所有业务条款"）"同时适用于第2部分"TecDoc业务的特殊商业条款和条件"，第3部分"TecRMI业务的特殊商业条款和条件"，第4部分"TecCom业务的特殊商业条款和条件"和第5部分"TecFleet业务的特殊商业条款和条件"，除非有相反约定。当其他部分的约定与第1部分的约定相冲突时，其他部分的约定将优先适用。

1.3. **要约和缔结合同**

1.3.1.除非另有约定，则书面形式的泰案联要约具有约束性。

1.3.2.泰案联要约在其被客户收到之日起后六（6）周内有效，6周过去而客户未确认接受要约的，该要约对泰案联无约束力，不再适用。如果双方明确确认该要约和客户超过6周才作出的确认要约对双方有约束力，则该要约已经成立有效，对双方有约束力。

1.3.3.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。

1.4. **服务范围**

1.4.1. 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。

1.4.2. **数据库（数据）的许可**

1.4.2.1. **服务内容**

1.4.2.1.1. 服务内容是根据合同条款提供一个数据库和数据库内容。

1.4.2.1.2. 所提供数据库的详细情况见服务说明描述。

1.4.2.1.3. 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。客户无权取消或绕过此保护措施。

1.4.2.1.4. 所提供的数据库或数据库内容部分来自第三方（例如：数据供应商、服务提供商）。这种情况下，泰案联不保证数据库或数据库内容的准确性、完整性、真实性、有用性、及时性、可靠性，也不保证数据的任何性能或适用性，不保证数据能够满足客户的商业需求，也不对数据的遗漏或错误负责。

1.4.2.1.5 泰案联不承担任何与数据相关的或者与使用数据相关的损害赔偿义务或责任。如第三方对数据使用行为或最终数据产品提起诉讼或主张权利，客户应自行承担责任，且不得基于任何原因或协议向泰案联索赔。

1.4.2.2. **授予使用权**

1.4.2.2.1. 客户确认提供的数据库和数据库内容受《著作权法》保护。

1.4.2.2.2. 泰案联向客户授予非排他性的不可转让和不可转授的权利，在合同的有效期内，客户可以根据本GTCs和有效订立的订单仅仅为项目说明中提及的项目的目的而复制、传播数据库和数据库的内容，并使其为该目的而被查阅。该授权只适用于合同或者要约中约定的区域。客户不得将数据库和数据库的内容用于项目说明中提及的项目以外的用途。

1.4.2.2.3. 只要数据库和数据库内容在"限制性访问"许可证的情况下获得，那么仅允许受限制的用户群组对其进行访问。访问数据库和数据库内容必须通过登录或类似保护机制将其限制在客户已知用户之中。不受限制的用户群组不允许访问全部或部分数据库和数据库内容。

1.4.2.2.4. 只要数据库和数据库内容在"开放访问"许可证情况下获得，那么任何用户群组皆可不受限制对其进行访问。

1.4.2.2.5. 客户有权在项目说明中描述的项目期间使用服务供应商并在此期间向该服务供应商传输TecDoc数据库和数据库内容。客户应以书面形式事先通知泰案联并获得泰案联的同意。客户遵守本合同条款的责任不受影响。服务供应商对数据库和数据库内容的义务与客户相同，服务供应商违反这些义务视为客户违反义务，客户应对服务供应商的违反行为向泰案联承担责任。

by the service provider shall be deemed to be a breach of the customer's obligations and the customer shall be liable to TecAlliance for the service provider's breach.

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

1.4.2.3. Customer obligations

1.4.2.3.1. The customer is obligated to install an effective security mechanism to protect against theft, disclosure, destruction, 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. The customers must take the necessary security measures and technical measures to ensure the security of the data in compliance with Chinese law. In the event of a security incident, the customers shall immediately notify TecAlliance and take remedial measures.

1.4.2.3.2. The customers should keep records relating to the data. TecAlliance is entitled, but not obligated, to examine whether the customer's project and the use of the data conform to the use of contract. To this end, the customer is obligated to grant TecAlliance an appropriate test access to the project free of charge.

1.4.2.3.3. The customer must have the necessary hardware or software configuration to use the database or data and to ensure data security. If access to or use of the data is not possible as a result of a breach of this section, the customer is responsible for the consequences.

1.4.2.4. Web service/data stream

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

1.4.2.4.1. Implementation period

1.4.2.4.1.1. 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.

1.4.2.4.1.2. 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.

1.4.2.4.1.3. A one-off set-up fee shall be due and paid to TecAlliance for the implementation period. Licence fees shall not be incurred during the implementation period.

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

1.4.2.4.2. Right of termination

The customer may terminate the contract by written notice to TecAlliance during the first thirty (30) calendar days of the implementation period. The termination take place when the notice arrives TecAlliance.

1.4.2.4.3. Caching

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

1.4.2.4.3.2. 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.

1.4.2.4.3.3. 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.

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

1.4.2.5. Violation of the contractual conditions/contractual penalty

1.4.2.5.1. If the customer violates the Contract and does not take remedy measures as per the request of TecAlliance within 7 calendar days after receiving a written reminder of TecAlliance, TecAlliance is entitled to terminate the contract by written notice with immediate effect.

1.4.2.5.2. Each violation of the contract by the customer shall result in the payment of a liquidated damages to TecAlliance. The amount of the contractual penalty shall be 100% of the total value of the contract .Further claims rights of TecAlliance remain unaffected.

1.4.2.6. 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. However, the customer should provide TecAlliance with a written statement and relevant

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1.4.2.2.6. 任何超出合同约定的用途使用数据库和其内容以及向第三方传输数据库和数据库内容的行为都是不被允许的。

1.4.2.3. 客户义务

1.4.2.3.1. 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盗窃、泄露、破坏、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。客户必须遵守中国法律的规定采取必要的安全措施和技术措施确保数据的安全性。若发生安全事件，客户应立即通知泰案联并采取补救措施。

1.4.2.3.2. 客户应保存数据的相关记录。泰案联有权检查客户的项目和数据的使用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。

1.4.2.3.3 客户必须具备使用数据库或数据以及确保数据安全而必要的硬件或软件配置。如果由于违反此条造成无法访问或使用数据，则由客户自行承担后果。

1.4.2.4. 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。

1.4.2.4.1. 实施阶段

1.4.2.4.1.1. 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。

1.4.2.4.1.2. 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。

1.4.2.4.1.3. 针对实施阶段泰案联将收取一笔一次性安装费用。实施阶段不会产生许可费。

1.4.2.4.1.4. 实施阶段不计算在最短合同存续期内。

1.4.2.4.2. 解除权

客户可在实施阶段的前三十 （30） 个日历日内书面通知泰案联解除合同，且解约在该通知到达泰案联时生效。

1.4.2.4.3. 高速缓存

1.4.2.4.3.1. 始终需要通过网络服务调取数据库和数据库内容。

1.4.2.4.3.2. 可以暂时性缓存网络服务的数据（高速缓存），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。

1.4.2.4.3.3. 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）。

1.4.2.4.3.4. 发票和交货文档中的数据可无期限存储。

1.4.2.5. 违反合同条款/违约罚款

1.4.2.5.1. 如果客户违反了合同，并且在收到泰案联的书面通知后 7个日历日内没有按照泰案联的要求采取补救措施的，则泰案联有权以书面通知解除合同且立即生效。

1.4.2.5.2. 客户对于任何一次违反合同条款的行为，都须向泰案联支付违约金，违约金的金额为合同总价款的 100%。泰案联的进一步索赔权利不受影响。

1.4.2.6. 解除合同的后果

无论出于何种原因合同被解除，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，则此义务不适用，但客户应当向泰案联提供一份书面说明和相关的证明文件，以证明其有该法定义务。

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TecAlliance China Ltd.

TecCom

TecRMI
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supporting documentation to prove that the existence of such a statutory obligation.

If the contract is terminated due to reasons attributable to customer, the customer shall be liable to TecAlliance for damages at the rate of 100% of the total contract amount, and if TecAlliance incurs greater damages as a result of such termination, the customer shall compensate TecAlliance for the actual damages incurred.

1.4.3. Licensing of software solutions (Solutions)

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

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

1.4.3.3. 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.

1.4.4. Use of services (consulting & services)

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

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

1.5. Service quotas

1.5.1. 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.

1.5.2. 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.

1.5.3. 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.

1.5.4. If a quota is agreed, the unused service entitlements are forfeited at the end of the validity period.

1.6. Prices, invoicing, payment period

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

1.6.2. 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 writing 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 the day falls on public holiday, it will be automatically postponed to the first working day after the holiday. 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.

1.6.3. 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 1.5., 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.

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

1.7. Price adjustments

1.7.1. TecAlliance is entitled to adjust the prices to be paid on the basis of this contract at its reasonable discretion to the development of the total costs relevant for the price calculation.

1.7.2. 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.

1.7.3. 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.

1.7.4. Price increases shall be communicated to the customer in writing . 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 be expressly pointed out to the customer when the change is disclosed. If the customer objects to the intended price

如果由于客户的原因合同被解除，则客户应按照合同总金额的 100%向泰案联承担损害赔偿责任，如果泰案联因该解除而发生了更大损害，客户应按照实际发生的损失赔偿泰案联。

1.4.3. 软件解决方案（解决方案）的许可

1.4.3.1. 服务内容是根据合同条款提供一个软件。

1.4.3.2. 所提供软件的详细信息由服务说明确定。

1.4.3.3. 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。客户无权取消或绕过此保护措施。

1.4.4. 履行服务项目（咨询和服务）

服务内容是泰案联根据要约和合同条款提供服务。

1.4.4.1.1. 所提供服务的详细信息由服务说明确定。

1.5. 配额服务

1.5.1. 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。

1.5.2. 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。

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

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

1.6. 价格、发票开具、支付期限

1.6.1. 要约中所列价格是净额，不包含产生的任何税费。

1.6.2. 如果约定根据使用情况和/或销售额情况定价格，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），如果当天是公共假期，则自动顺延到假期过后的第一个工作日，无需泰案联要求便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。

1.6.3. 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 1.5 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。

1.6.4. 支付时间为收到发票后 30 天内。

1.7. 价格调整

1.7.1. 泰案联有权对基于本合同的须支付价格进行调整，以符合对本次价格计算有重要影响的总成本变化。

1.7.2. 总成本尤其包括提供我方产品的成本（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：支持、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。

1.7.3. 当且仅当缔结合同后，如果对本次价格计算有重要影响的总成本增加或减少，则考虑进行价格调整。泰案联将在其服务决定权范围内，采取客观可追溯的标准进行价格调整。

1.7.4. 如果价格调高，则将以书面形式告知客户。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，将会明确告知客户此结果。如果客户按规定的期限和格式对有意的价格调高提出异议，则合同此前的条款继续有效。

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increase in due time and form, the contract shall continue to apply under the previous conditions.

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

1.7.6. 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.

1.8. **Term and termination of the contract**

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

1.8.2. The contractual period for services subject to quota (clause 1.5.) shall end when the last one-off service has been provided (quota = 0) or when the agreed validity period expires, whichever occurs first.

1.8.3. Contract with 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 contract period, the contract may be terminated to the end of the calendar year. The term to give advance written notice of termination shall be three (3) months.

1.8.4. The statutory rights to termination according to the applicable law shall remain unaffected.

1.8.5. 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%of the shares are sold, TecAlliance has a right of termination with immediate effect.

1.8.6. Notice of termination–for whatever reason–must be provided in writing .

1.9. **Liability**

1.9.1. The liability of TecAlliance shall be limited to the foreseeable, direct 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.

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

1.10. **Amendments to the GTCs**

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

1.11. **Export control provisions**

When using TecAlliance products and services, the customer is obliged to comply with the applicable provisions of national and international export control law. The customer shall fully indemnify TecAlliance against all claims asserted against TecAlliance by authorities or third parties due to the customer's failure to comply with the applicable export control law obligations and undertakes to compensate TecAlliance for all damages and expenses incurred in this connection.

1.12. **Other provisions**

1.12.1. The customer is obligated to notify TecAlliance immediately of any changes to company and contact information relevant to the contract.

1.12.2. 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 writing.

1.12.3. 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.

1.12.4. In the event the customer merges with another company, this contract shall apply automatically to the merged company. If the customer splits up into separate companies, then this contract shall only be transferred to one legal successor.

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

1.12.6. The Contract shall be exclusively subject to the law of the People's Republic of China (excluding Hongkong, Macau and Taiwan) with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11/04/1980 (UN Sales Convention).

1.12.7. The place of performance for all deliveries and services arising from the contract shall be the registered office of TecAlliance.

1.12.8. In the event of disputes arising from or in connection with this contract, the parties may settle these through negotiation.

1.7.5. 如果价格调低，则将以书面形式告知客户。

1.7.6. 无论之前的条款如何，法定营业税调高时，泰案联有权在营业税发生变化的当时相应调整价格，在法定营业税调低的情况下必须相应调整价格，而客户无权对此提出异议。

1.8. **合同存续期与解约**

1.8.1. 一次性服务的合同存续期在提供完整服务后结束。

1.8.2. 配额服务的合同存续期（第 1.5 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）。

1.8.3. 长期义务关系的合同应订立为无固定期限，但至少须持续两（2）年。过了最短合同存续期之后，可终止到该日历年的年底。应提前三（3）个月以书面形式通知解约。

1.8.4. 法定解约权不受影响。

1.8.5. 如果客户公司通过资产交易和/或股权交易的方式出售，如果售出的股份超过 25%，则泰案联有权解约且立即生效。

1.8.6. 无论因何种原因提出解约，都需要以书面形式提出。

1.9. **责任**

1.9.1. 泰案联的责任仅限于合同下典型的可预见的直接损失。不赔偿非直接损失、间接损失、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。

1.9.2. 其他情况下，双方的责任按照法律规定处理。

1.10. **GTCs 的变更**

1.10.1. 泰案联有权更改本 GTCs，且更改对将来产生效力。将会以书面形式向客户告知此更改。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，将会明确告知客户此结果。如果客户按规定的期限和格式对有意的更改提出异议，则合同此前的条款继续有效。

1.11. **出口管制条款**

客户使用泰案联产品和服务时有义务遵守国家和国际出口管制法的相关适用规定。对于行政机关或第三方因客户未遵守当前出口管制法规定的法律义务而对泰案联提出所有索赔，应由客户全责承担，此外，客户有义务赔偿泰案联因该事件造成的所有损失和费用。

1.12. **其他条款**

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

1.12.2. 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。

1.12.3. 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如同是其自身的行为一样负责。

1.12.4. 如果客户被合并，则本合同自动适用于合并之后的公司。如果客户拆分为多家公司，则本合同仅转移给合法继承人。

1.12.5. 客户仅能对相应合同产生的权利要求行使保留权。

1.12.6. 本合同仅适用中华人民共和国（排除香港、澳门和台湾）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》）。

1.12.7. 本合同规定的所有交货和服务的履约地址均为泰案联的所在地。

1.12.8. 发生因为本合同导致的以及与本合同相关的纠纷时，合同双方可以通过谈判方式解决纠纷。

1.12.9. If the customer has its registered office within the mainland of People's Republic of China, if the parties cannot settle the dispute by negotiations pursuant to clause 1.12.8, all disputes arising from or in connection with this contract shall be governed by the responsible court at the registered office of TecAlliance.

1.12.10. If the customer has its registered office outside the mainland of People's Republic of China, all disputes arising from or in connection with this contract shall be submitted to Shanghai International Economic and Trade Arbitration Commission / Shanghai International Arbitration Center for arbitration with the arbitration rules in force at the time of the arbitration, if the parties cannot settle the dispute by negotiations pursuant to clause 1.12.8.. The court of arbitration shall consist of a single arbitrator who is mutually designated by both parties, if both parties cannot reach consensus, the arbitrator shall be designated by the chairman of Shanghai International Economic and Trade Arbitration Commission. The place of arbitration shall be Shanghai. The language of the proceedings shall be English. The arbitration shall be final and binding on both parties.

1.12.11. All annexes and documents mentioned in the GTCs are an integral part of the contract.

1.12.12. The GTCs are available in both Chinese and English and are equally valid; in case of conflict, the English version shall prevail.

1.13. Orders using the TecAlliance online shop

1.13.1. Scope

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

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

1.13.2. Offer and conclusion of contract

1.13.2.1. 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.

1.13.2.2. 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).

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

1.13.3. Subscription

1.13.3.1. 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.

1.13.3.2. The ordering of a subscription establishes an obligation of the customers for regular payment that lasts 12 months.

1.13.3.3. 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.

1.13.4. Delivery

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

1.13.5. Payment and due date

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

1.13.5.2. Payments are due upon conclusion of the contract.

1.14. Use of user-generated data

1.14.1. 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.

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

1.14.3. Personal data falling within the scope of EU General Data Protection Regulation (GDPR) and Chinese Personal Information Protection Law is explicitly excluded from this authorisation. Processing of personal data has been conclusively described in the TecAlliance data protection statement.

1.14.4. If the use or processing of data by the customer or its Affiliated Companies involves the export of data, the customers shall comply with the regulations on data export under EU and Chinese law.

1.14.5. All rights or intellectual property rights in the data processed, derived or developed on the basis of the user data or the data itself are the sole property of TecAlliance.

2. Special terms and conditions of business TecDoc

2.1. Catalogue Data

1.12.9.　如果客户所在地在中华人民共和国境内，若双方不能通过第 1.12.8 条的规定协商解决纠纷，则所有因为本合同导致的以及与本合同相关的纠纷应由泰案联注册所在地法院管辖。

1.12.10.　如果客户所在地不在中华人民共和国境内，若双方不能通过第 1.12.8 条的规定协商解决纠纷，则因为本合同导致的以及与本合同相关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，由其根据仲裁当时现行有效的仲裁规则进行仲裁。 仲裁法庭双方共同指定的一名独审员组成，若双方有分歧，该独任仲裁员由上海国际经济贸易仲裁委员主席指定。仲裁地点为上海。诉讼语言为英语。仲裁一裁终局，对双方均具有约束力。

1.12.11.　本 GTCs 中所提及的所有文件和文档均为合同组成部分。

1.12.12 该 GTCs 有汉语和英语两种语言，具有同等效力，在有冲突时，以英语版本为准。

1.13.　通过泰案联在线商店订购

1.13.1.　有效范围

1.13.1.1.　泰案联在网址 https://solutions.tecalliance.net 运营了一个互联网销售平台（在线商店）。

1.13.1.2.　如果本部分的条款与 GTCs 的其他条款存在偏差，则本部分条款对于客户通过在线商店进行的订购应优先适用。

1.13.2.　要约和缔结合同

1.13.2.1.　每一个通过网上商店的客户订单都被认为是客户向泰案联提出的关于所订购产品的合同订立的要约。

1.13.2.2.　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）。

1.13.2.3.　确认订单即代表接受客户要约。

1.13.3.　订阅

1.13.3.1.　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。

1.13.3.2.　通过订购订阅产品，将构成客户的定期付款义务，其有效为十二（12）个月。

1.13.3.3.　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。

1.13.4.　发货

完全付款后，将于在线商店的客户区域中提供所订购产品的访问信息。

1.13.5.　支付和到期支付

1.13.5.1.　支付可以通过订购流程中提供的任意支付方式完成。

1.13.5.2.　应在缔结合同时支付金额。

1.14.　用户生成数据的使用

1.14.1.　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商业性地利用。

1.14.2.　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。

1.14.3.　明确声明其中不包括《欧盟一般数据保护条例》（GDPR）和中国《个人信息保护法》下 规定的个人数据。对个人数据的处理最终在泰案联数据保护声明中进行说明。

1.14.4 如果客户或客户的关联公司在使用或者处理数据的过程中涉及数据出境，则客户应遵守欧盟和中国法律下对于数据出境的规定。

1.14.5 所有基于用户数据或数据本身而加工、衍生或开发的数据权益或者知识产权归属于泰案联独自所有。

2.　TecDoc 特殊商业条款

2.1.　Catalogue Data（目录数据）

TecDoc **TecCom** **TecRMI** **TecFleet** **JNPSoft** **OptiCat**

TecAlliance China Ltd.　　　　泰案联信息技术（上海）有限公司　　　　Commerzbank AG Shanghai Branch

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Website: www.tecalliance.cn　　网址：www.tecalliance.cn
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2.1.1. **Service content**

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. **Scope of use**

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

2.1.2.3. 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.

2.1.2.4. 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.

2.1.2.5. 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.

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

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

2.1.2.8. 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.

2.1.2.9. Use of the TecDoc Catalogue Data database and the database contents for advertisements (e.g. banner advertising, retargeting, newsletters) or other marketing channels (e.g. price comparison portals, product test platforms, social media platforms) for the project named in the project description is permitted. This does not apply within the scope of a "Restricted Access" licence within the meaning of clause 1.4.2.2.3.

2.1.2.10. The use of the TecDoc Catalogue Data database and the database contents for direct distribution on third-party platforms (e.g. sales platforms, online marketplaces or similar distribution channels) is only permitted if the third-party platform is licensed by TecAlliance and named within the scope of the customer's project description.

2.1.3. **Obligations to provide information**

2.1.3.1. **"TecDoc Inside" signet**

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

2.1.3.2. **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 clearly 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/.

2.1.3.3. **Supplementary information**

The customer is obliged 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.

2.1.1. **服务内容**

一项重要的合同基础在于，"TecDoc Catalogue Data" 数据库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、完整性和现实性。

2.1.2. **使用范围**

2.1.2.1. 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. 该数据库只能够与新零件、翻新零件或替换零件搭配使用。翻新零件和替换零件都是标记有某商标或翻新标记的翻新二手零件，与新零件的质量标准、功能和使用寿命没有重大差别。

2.1.2.3. 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。

2.1.2.4. 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。

2.1.2.5. 用户只能够显示其实际运营产品的产品数据。客户将所显示的产品导入商品品种即可。某产品暂时不在售并不会有不良影响。

2.1.2.6. 客户有义务确保每个产品至少标明以下产品数据：制造商的品牌名称、制造商的产品编号、任何产品限制。必须采用简单方式提供该信息且须密切结合产品信息进行提供。

2.1.2.7. 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）只能够与相应的产品搭配使用。

2.1.2.8. 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渠道，那么只能在提供的安排范围内进行使用。客户无权添加数据库中没有的交叉参考渠道。

2.1.2.9. 允许将 TecDoc Catalogue Data 数据库和数据库内容用于项目描述中所描述项目的广告（例如：横幅广告、重新定向、新闻通讯）或其他营销渠道（如比价门户网站、产品测试平台、社交媒体平台等）。这不适用于第 1.4.2.2.3 条规定的"限制性访问"的许可证范围。

2.1.2.10. 如第三方平台（例如：销售平台、在线市场或类似的分销渠道）在平台上进行直接分销时需使用 TecDoc Catalogue Data 数据库和数据内容，那么其必须获得泰案联的许可，并在客户的项目描述中提及。

2.1.3. **提示义务**

2.1.3.1. **"TecDoc inside"标志**

客户有义务将泰案联在缔结合同后提供的"TecDoc inside"标志以彩色或黑白色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. **版权提示**

客户有义务将 https://www.tecalliance.net/ 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 TecDoc Catalogue Data 数据库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/ copyright-note/ 网页，以此来履行此项义务。

2.1.3.3. **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。

TecDoc   **TecCom**   **TecRMI**   **TecFleet**   **JNPSoft**   **OptiCat**

TecAlliance China Ltd.   泰案联信息技术（上海）有限公司   Commerzbank AG Shanghai Branch

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2.1.4. Further obligations of the customer

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

2.2. Catalogue Data (Marketplace)

If the TecDoc Catalogue Data product is used for an online marketplace, the following conditions shall also apply in addition to number 2.1.

2.2.1. Scope of use

2.2.1.1. The customer's right of use is limited to the use of the 'TecDoc Catalogue Data' TecDoc database within the framework of the agreed-upon online marketplace. Any further use, in particular, with regard to implementing projects outside the solutions described in this Agreement, is excluded.

2.2.1.2. The right of the customer to disseminate the TecDoc data to third-party retailers in the online marketplace or make this data openly available to them shall be subject to the condition that a licence agreement corresponding to the utilisation in question has been concluded between the respective third-party retailer and TecAlliance, and that TecAlliance has been notified in writing about the transfer of data and obtain its consent.

2.3. Reference Data

2.3.1. Scope of use

2.3.1.1. 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.

2.3.1.2. The right to use this data for purposes that have not been contractually agreed upon, especially linking this data with other data to provide one's own services, is subject to prior approval in text form by TecAlliance.

2.3.2. Obligations to provide information

2.3.2.1. "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 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. The logo may not be edited. Only the size of the logo may be altered, maintaining the aspect ratio, whereby the width may not be less than 100 pixels or 3 cm.

2.3.2.2. 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 clearly 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/.

2.4. VIN Catalogue – TRUCK

2.4.1. Service content

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

2.4.2. Conditions of use

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

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

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

2.4.3. Manufacturer notices

2.4.3.1. 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.

2.4.3.2. MAN: licensed by MAN Truck & Bus.

2.5. Vehicle in Operation, Global Vehicle Data, OE Data

2.5.1. Service content

2.1.4. 其他客户义务

2.1.4.1. 客户必须确保，即时更新公布的数据并正确完整地予以显示。必须告知客户相应数据的版本和有效性。

2.2. Catalogue Data (Marketplace)（目录数据（市场）

如将 TecDoc Catalogue Data 产品用于某个在线市场，则除适用条款 2.1 外，还适用以下条款。

2.2.1. 使用范围

2.2.1.1. 客户仅限于在约定在线市场内使用"TecDoc Catalogue Data"数据库。不包括进一步的使用目的，尤其是指不在本合同中所述解决方案范围内的项目实施。

2.2.1.2. 客户有权向在线市场上的第三方经销商传播和/或公开提供 TecDoc 数据，前提是相应的第三方经销商已和泰案联签订了相应的使用许可协议，并已经以书面形式知会泰案联且获得其同意。

2.3. Reference Data（参考数据）

2.3.1. 使用范围

2.3.1.1. 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。

2.3.1.2. 如需将数据用于非合同约定的目的，尤其是出于提供自身服务的目的将数据与其他数据搭配组合，则需事先征得泰案联的书面同意。

2.3.2. 提示义务

2.3.2.1. "TecDoc inside"标志

客户有义务将泰案联在缔结合同后提供的"TecDoc inside"标志以彩色或黑白色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。

2.3.2.2. 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 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。

2.4. VIN 目录 - 卡车

2.4.1. 服务内容

提供的数据来自相应的卡车制造商，泰案联无法检查其正确性、完整性和实时性。

2.4.2. 使用条款

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

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

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

2.4.3. 制造商说明

2.4.3.1. DAF Trucks：未经 DAF Trucks 合作和许可的情况下公布 TecDoc VIN Catalogue – Truck。TecDoc VIN Catalogue – Truck 中的信息可能与 DAF Trucks 本身公布的信息相比不够精准或完整。因此，DAF Trucks 不对 TecDoc VIN Catalogue – Truck 中所含信息承担责任，也不为 TecDoc VIN Catalogue – Truck 中信息涉及的汽车安全性、可靠性或油耗或废气排放值担保或做出修正。

2.4.3.2. MAN：经过 MAN Truck & Bus 认证。

2.5. 保有量、全球车型数据、OE 数据调研

2.5.1. 服务内容

TecDoc   **TecCom**   **TecRMI**   **TecFleet**   **JNPSoft**   **OptiCat**

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Website: www.tecalliance.cn   网址：www.tecalliance.cn

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2.5.1.1. 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 waive all claims against and indemnify TecAlliance against all claims of third parties who could suffer damage as a result of the use of the data supplied by TecAlliance.

2.5.2. Scope of use

2.5.2.1. The customer is obligated to always transfer the database accurately and completely, unless otherwise agreed in the GTCs or other written agreement.

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

2.5.2.3. Enriching or combining the data with other data, which results in its deanonymisation or re-identification, is not permitted.

2.5.2.4. 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 contract shall not be permitted.

2.5.3. Consequences of the termination of the contract

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

2.5.3.2. 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.

2.6. Individual truck OE data package via VIN

2.6.1. Service content

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

2.6.2. 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.

2.6.3. Conditions of use

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

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

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

2.6.4. Manufacturer notices

2.6.4.1. 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.

2.6.4.2. MAN: licensed by MAN Truck & Bus.

2.7. Catalogue

2.7.1. Service content

2.7.1.1. 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.

2.7.1.2. 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.

2.7.2. Rights of use

2.7.2.1. The customer acknowledges that the software provided is protected by China's Copyright Law, Regulations on the Protection of Computer Software and other applicable laws.

2.7.2.2. 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 GTCs.

2.7.2.3. 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 law.

2.5.1.1. 所提供的数据部分来源于第三方，泰案联不对其准确性负责。客户确认泰案联所提供的数据也可能包含估算和合理的假设。因此，如果客户因为使用泰案联所交付数据而遭受损失，客户在此明确放弃对泰案联的所有索赔。

2.5.2. 使用范围

2.5.2.1. 除非本 GTCs 或另有其他书面约定，否则，客户有义务始终正确、完整地传输数据库。

2.5.2.2. 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。

2.5.2.3. 不允许出于去匿名化或重新识别数据的目的进行数据丰富或将数据与其他数据重新组合。

2.5.2.4. 客户有权将处理过的数据库推广给汽车售后市场的客户。不允许客户将按合同提供的原始数据进行出售。

2.5.3. 结束合同的后果

2.5.3.1. 本合同结束的情况下，客户必须停止将处理过的数据库推广给其客户。

2.5.3.2. 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。

2.6. 个别卡车原装设备数据包（通过车架号识别）

2.6.1. 服务内容

提供的数据来自汽车制造商，泰案联无法检查其正确性、完整性和现实性。

2.6.2. 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。

2.6.3. 使用条款

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

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

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

2.6.4. 制造商说明

2.6.4.1. DAF Trucks：未经 DAF Trucks 参与和许可的情况下公布 TecDoc VIN Catalogue – Truck。TecDoc VIN Catalogue – Truck 中的信息可能与 DAF Trucks 本身公布的信息相比不够精准或完整。此外，对于根据 TecDoc VIN Catalogue – Truck 中的信息进行保养或维修的车辆的安全性、可靠性、油耗或废气排放水平，它不承担任何责任。

2.6.4.2. MAN：经过 MAN Truck & Bus 认证。

2.7. 目录

2.7.1. 服务内容

2.7.1.1. 一项重要的合同基础在于，"TecDoc 目录"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、完整性和现实性。

2.7.1.2. 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。

2.7.2. 使用权

2.7.2.1. 客户确认所提供的软件受中国《著作权法》、《计算机软件保护条例》和其他适用的法律保护。

2.7.2.2. 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、不可转移且不可再许可、根据本 GTCs 的条款进行使用的使用权。

2.7.2.3. 不允许超出合同约定的范围使用软件和/或其组成部分。特别是客户无权允许第三方完全或部分使用软件和/或其组成部分或也无权使得第三方获得这些软件，复制或出售这些软件，对其进行反编译或反汇编，除非法律明确允许这样。

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

2.7.2.5. 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.

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

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

2.8. 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 2.7.

2.8.1. Implementation period

2.8.1.1. 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.

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

2.8.1.3. A one-off set-up fee shall be due for the implementation period. Licence fees shall not be incurred during the implementation period. The implementation period shall not be credited against the minimum term of the contract.

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

2.8.2. Right of termination

The customer may terminate the contract in writing during the first fourteen (14) calendar days of the implementation period, the termination take effect upon its receipt by TecAlliance.

2.9. Catalogue Mobile App

2.9.1. the customer has 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.

2.9.2. 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 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.

2.9.3. TecAlliance and its Affiliated Companies is the owner of all claims, rights and entitlements in or 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.

App "TecDoc Catalogue" is developed by TecAlliance Germany.

2.10. Data Supplier License

2.10.1. Service content

2.10.1.1. The customer is a manufacturer or supplier of products in original spare parts quality that are made for and sold in the IAM. TecAlliance will transfer the data provided by the customer into the TecDoc database using appropriate programs and make it available to the IAM in digital form in a format specified by TecAlliance.

2.10.1.1.1. TecAlliance shall only be obligated and the customer shall only be entitled to enter the product data assigned to a brand name (hereinafter referred to as "brand") into the TecDoc database that meet the criteria for registration of a brand valid at the time of conclusion of the contract (cf. section 2.10.2.)

2.10.1.1.2. Additional brands may be included after prior agreement in writing for a fee to be agreed on separately.

2.10.1.1.3. The customer warrants that it will only supply data of such products to TecAlliance and that thus only such products will be presented or distributed in the IAM via TecAlliance that originate from companies in which a quality management system exists.

2.10.1.1.4. The customer must provide this proof by presenting a valid certificate from the producing company for at least the production department.

2.7.2.4. 仅允许客户自身使用软件和/或其中包含的数据。

2.7.2.5. 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。

2.7.2.6. 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。

2.7.2.7. 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。

2.8. 白标目录

如果将 TecDoc 目录解决方案作为白标（White-Label）产品（TecDoc Catalogue White-Label Solution; TecDoc Catalogue White-Label Solution & Trade Module; TecDoc Catalogue Reseller Solution; TecDoc VIN Catalogue Car/Truck）提供，则除第 2.7 条之外的下列条款也适用。

2.8.1. 实施阶段

2.8.1.1. 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访问数据库。

2.8.1.2. 实施阶段从签订合同起计，为期三十（30）个日历日。

2.8.1.3. 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。

2.8.1.4. 实施阶段不计算在最短合同存续期内。

2.8.2. 终止权

客户可在实施阶段的前十四（14）个日历日内以书面通知解除合同，解约在该书面通知到达泰案联生效。

2.9. 手机目录应用程序

2.9.1. 客户具有以下权利：根据自身的需要，将该 App 安装在属于自己财产或自己所拥有的移动终端设备中。此时，还适用商店内执行的使用条款。禁止客户对任意与该应用程序（App）相关的信息或软件进行更改、复制、公布、授予许可或销售。也禁止客户出租、租赁或以其他方式转移对该应用程序的权利。必须在符合所有适用法律的前提下进行使用。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。

2.9.2. 可以免费使用该应用程序的基础版本（"Light-Version"）。Light-Version 可以不受限地访问 TecIdentify、社交媒体、设置和信息功能。应用程序 Light-Version 版本中的其他功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。

2.9.3. 泰案联和其关联公司是 App 上所有索赔、权利和权益的所有者。除非获得明确许可，否则禁止客户对该应用程序进行更改、调整、翻译、创创建衍生作品、反编译、反向工程设计、反汇编或以其他方式尝试访问此应用程序的源代码。

"TecDoc Catalogue"APP 由泰案联德国开发。

2.10. 数据供应商许可证

2.10.1. 服务内容

2.10.1.1. 客户是为 IAM 提供、并在 IAM 上进行销售的原厂备件质量产品的制造商或供应商。泰案联将借助相应程序将客户提供的数据转入到 TecDoc 数据库中，并以泰案联指定格式以数字形式提供给 IAM。

2.10.1.1.1. 泰案联仅有义务，并且客户仅有权将纳入同一品牌名称的产品数据（以下简称"品牌"）录入至 TecDoc 数据库中，而这些数据应符合在合同订立时有效的品牌注册标准（参见第 2.10.2 条）

2.10.1.1.2. 其他品牌可在征得事先同意的情况下以书面形式录入，费用另议。

2.10.1.1.3. 客户保证仅向泰案联提供此类产品的数据，因此只有这些产品才会通过 TecAlliance 在 IAM 中展示或分发，而这些产品的来源是有质量管理体系的公司。

2.10.1.1.4. 客户必须至少出示制造型企业在其生产领域的有效证书来加以佐证。

TecDoc TecCom TecRMI TecFleet JNPSoft OptiCat

TecAlliance China Ltd.　　　泰案联信息技术（上海）有限公司　　　Commerzbank AG Shanghai Branch

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2.10.1.2. The customer warrants that the data made available is not only intended for a limited clientele of the customer. Data that are only intended for a specific clientele of the customer are excluded from the obligations of TecAlliance, in particular regarding publication and dissemination.

2.10.1.3. The format for the data and the type of data transmission shall be determined by TecAlliance taking into account the respective industry standard; TecAlliance will notify the customer of changes in due time.

2.10.1.4. If TecAlliance provides the customer with software for data delivery, it will be according to the conditions of the GTCs.

2.10.1.5. The customer is responsible for backing up the data. TecAlliance only stores the latest version of the supplied data in its systems.

2.10.2. **Criteria for registration of a trademark**

2.10.2.1. The customer affirms to be the owner of the trademark to be registered. If the customer is not the owner of the trademark, the customer warrants to have the permission of the trademark owner to use the trademark in all target countries. Written approval shall be submitted to TecAlliance at the request of TecAlliance prior to the conclusion of the contract or prior to each feed-in of a further trademark.

2.10.2.2. The customer affirms that the trademark to be registered has trademark protection either as a registered trademark and/or a trademark in use under Chinese laws.

2.10.2.3. The customer undertakes to comply with the following regulations on the use of trademarks within TecDoc:

2.10.2.3.1. A brand name which in its composition represents a combination of independent brand names may not be used in TecDoc.

2.10.2.3.2. It is not permitted to place the company name in front of the brand name in order to possibly appear earlier in the alphabetical order within the TecDoc database.

2.10.2.3.3. References to trademarks not registered in TecDoc in text fields to be edited by the customer within the scope of data preparation are not permitted.

2.10.2.4. Only the additional article designation is suitable to represent trademarks registered with TecDoc in the sense of a product line. In the case of a reference to a competitor's trademark (which must be registered with TecDoc) as a product line, the brand name of the competitor's trademark must be preceded by "genuine".

2.10.2.5. The customer is obligated to remove from the database any designations that violate these criteria within a reasonable period of time to be set by TecAlliance. This time shall not be less than two (2) weeks but shall be within the time frame of the next data delivery. If the customer does not comply with TecAlliance's request, TecAlliance shall be entitled to arrange for the removal of the data in breach of contract at the customer's expense.

2.10.3. **Responsibility for the data**

2.10.3.1. The customer warrants to be the owner of all rights to publish and use the data supplied. The responsibility for the delivered data lies exclusively with the customer.

2.10.3.2. TecAlliance has the right not to public or delete data which infringe the intellectual property rights of third parties or concern products prohibited by law or products which are subject to an embargo or distribution restrictions. TecAlliance shall informs the customer of the planned non-publication or deletion of the data concerned and give it the opportunity to respond.

2.10.3.2.1. If the customer does not respond within a reasonable period of time (within 7 calendar days), TecAlliance shall be entitled to delete. In case of a response from customer, TecAlliance will examine the response. This does not apply in the case of obvious infringements.

2.10.3.2.2. At no time TecAlliance has obligation to actively verify whether the data is involving in infringement.

2.10.4. **Data update**

2.10.4.1. TecAlliance ensures regular maintenance of the article search structures and the TecDoc vehicle master ("Reference Data") and makes them available to the customer in the current form at regular intervals. TecAlliance also provides the customer with an annual schedule of data submission and publication dates, as well as the delivery of the Reference Data.

2.10.4.2. The customer is obliged to maintain the data relating to its products regularly and in good time and to keep it up to date, insofar as changes occur. In any case, the current data must match the currently valid version of the Reference Data.

2.10.4.3. This obligation includes, in particular, that all relevant product information, such as new articles, changed vehicle uses, price changes etc. are made available to TecAlliance immediately after becoming known, so that they can be processed by TecAlliance and made available to the IAM.

2.10.4.4. The customer is obliged to deliver and validate the data to TecAlliance on a regular basis, but no later than every six (6) months. For this purpose, the customer shall use the respectively valid version(s) of the software for data

2.10.1.2. 客户保证所提供的数据不只面向其特定顾客群。泰案联对于仅面向客户特定顾客群的数据不承担任何责任，尤其是发布和传播方面的责任。

2.10.1.3. 数据格式和数据传输的类型应由泰案联根据各行业标准来确定，如有变更，应及时通知客户。

2.10.1.4. 如泰案联向客户提供数据传输软件，则应按照规定而进行。

2.10.1.5. 数据备份应由客户负责。泰案联仅在其系统中保存所提供数据的最新版本。

2.10.2. **商标注册标准**

2.10.2.1. 客户保证其是待注册商标的持有者。如客户并非商标的持有者，那么客户需保证已获得商标持有者允许其在所有目标国家使用该商标的许可。签订合同或每次录入其他商标前，如果泰案联要求则必须向泰案联提交书面许可。

2.10.2.2. 客户保证待注册商标作为注册和/或使用商标获得中国法律规定的商品专利权保护。

2.10.2.3. 客户有义务遵守以下关于在 TecDoc 内部使用商标的规定：

2.10.2.3.1. 如商标名称的组成中含有独立品牌名称，则该商标名称不得在 TecDoc 中使用。

2.10.2.3.2. 不允许将公司名称置于商标名称前面，以避免按字母顺序排序的 TecDoc 数据库中出现排序因此上升的情况。

2.10.2.3.3. 进行数据处理时，客户待编辑的文本字段中引用未在 TecDoc 注册的商标是不允许的。

2.10.2.4. 列举产品系列时，仅能在产品附加描述中列出已在 TecDoc 中注册的商标。如需引用竞争对手的商标（必须已在 TecDoc 注册）作为产品系列，则必须在竞争对手商标名称前加上"正品"二字。

2.10.2.5. 客户有义务在泰案联规定的适当期限内（不得少于两（2）周），在下一次数据传输前将与这些标准相悖的描述从数据库中删除。如客户未能遵守泰案联的要求，泰案联有权自行安排删除违反合同约定的数据，产生的费用由客户自行承担。

2.10.3. **对数据的责任**

2.10.3.1. 客户保证其是发布和使用所提供数据的全权所有者。客户对所提供的数据的承担全责。

2.10.3.2. 泰案联有权不发布或删除侵犯第三方知识产权、涉嫌违禁产品、受禁运或受销售限制产品的相关数据。泰案联应告知客户计划不发布或删除的相关数据，并给予其作出声明的机会。

2.10.3.2.1. 如客户在适当期限内（7 个日历日内）未作出相应声明，泰案联有权删除这些数据。如果客户提供了相应声明，泰案联将对该声明进行审查。如有明显侵权行为，这一点并不适用。

2.10.3.2.2. 任何时候泰案联都无义务主动对此类数据是否涉及侵权进行核实。

2.10.4. **数据更新**

2.10.4.1. 泰案联应负责定期维护产品搜索结构和 TecDoc 汽车数据库（"Reference Data"），并应定期向客户提供最新形式的参考数据。泰案联还应向客户提供一份关于数据上传和公布日期以及 Reference Data 交付的年度时间表。

2.10.4.2. 客户有义务定期和及时维护与其产品相关的数据。如有变化，应始终确保数据保持最新版本。当前数据无论何种情况下都必须与最新有效的 Reference Data 一致。

2.10.4.3. 该义务尤其包括在获悉相关产品的所有更新信息后，如新产品、更改的汽车用途、价格变化等，立即通知泰案联，以便泰案联进行处理并提供给 IAM。

2.10.4.4. 客户有义务最迟每六（6）个月一次定期向泰案联提供此类数据并对数据进行验证。为此，客户应使用各数据传输软件的有效版本。泰案联应在数据传输软件中通知客户相应有效版本的更新信息。

TecDoc   TecCom   TecRMI   TecFleet   JNPSoft   OptiCat

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delivery. TecAlliance shall inform the customer on an ongoing basis within the software for data delivery about the respectively valid version(s).

2.10.4.5. If the customer violates the above obligation, TecAlliance reserves the right to validate the last data supplied by the customer with the valid data supply version(s) at the customer's expense.

2.10.4.6. In case of delivery of price data by the customer, the customer shall inform TecAlliance whether these prices may be distributed.

2.10.4.7. TecAlliance shall inform the customer of any errors in the data supplied of which it becomes aware. In such a case, the customer shall be obliged to eliminate the errors immediately or to support TecAlliance in eliminating the errors in the database.

2.10.5. **Rights of use**

2.10.5.1. The customer shall grant TecAlliance all necessary rights and in particular the right to reproduce the data provided by the customer and to make them publicly accessible.

2.10.5.2. The customer is entitled to use the data in TecDoc format (item data created in conjunction or connection with TecDoc Reference Data) for its own purposes. The permissible use for own purposes includes in particular the creation and maintenance of the data, the communication to customers of the data supplier via product and price lists, internet catalogues, internet shops, print catalogues, newsletters. If the customer transfers the data to an external service provider for this purpose, the customer must inform TecAlliance of this in text form and name the service provider.

2.10.5.3. Furthermore, the customer is not entitled to pass on data in the TecDoc format to third parties other than Affiliated Companies.

2.10.5.4. The data may only be passed on to third parties if TecAlliance has previously concluded a valid licence agreement with them for the data concerned.

2.10.6. **Fees**

2.10.6.1. For the services to be provided by TecAlliance, the customer shall pay fees for each brand it feeds in; these consist of a one-off entry fee and recurring annual fees.

2.10.6.2. Entry fee

2.10.6.2.1. For each trademark that the customer feeds in, a one-time entry fee is to be paid. The amount is based on the real turnover for the respective trademark for the trading business in IAM Europe in the business year preceding the conclusion of the contract.

2.10.6.2.2. Each full million euros of net turnover shall be multiplied by the entry fee rate, with a minimum turnover of eight (8) million euros. The maximum turnover limit stated in the price list refers to the customer's group of companies.

2.10.6.2.3. The fee rate for the entry fee is based on the price list valid at the time of the conclusion of the contract.

2.10.6.2.4. If further trademarks of the customer are added to the TecDoc database at a later point in time, the provisions of section 2.10.8. shall apply to the respective entry fees. This shall apply accordingly if more than fifteen (15) trademarks are fed in by the customer.

2.10.6.3. Annual fee

2.10.6.3.1. For each trademark that the customer feeds in, an annual fee is to be paid for the duration of the contract, the amount of which is based on the real turnover for the respective trademark for its trading business in the European IAM during the business year preceding the invoicing.

2.10.6.3.2. Each full million euro of net turnover shall be multiplied by the annual fee, assuming a minimum turnover of eight (8) million euros. The maximum turnover limit stated in the price list refers to the customer's group of companies.

2.10.6.3.3. An adjustment to the previous year's turnover is carried out annually. For this purpose, the customer is obliged to notify TecAlliance of the relevant turnover figures by the end of February of each year at the latest. The resulting new annual fee is valid as of 1 April.

2.10.6.3.4. If further trademarks of the customer are added to the TecDoc database at a later point in time, the provisions of section 2.10.8. shall apply to the respective annual fees. This shall apply accordingly if more than fifteen (15) trademarks are fed in by the customer.

2.10.6.4. In determining the relevant turnover figures, amounts below 500,000 euros net turnover are rounded down to the next full million and those above 500,000 euros net turnover are rounded up to the next full million.

2.10.6.5. If the customer feeds in a trademark at a later point in time which, due to a legal transaction or legal takeover of this trademark, does not yet have its own previous year's turnover for the customer at the time of the feed-in, the previous year's turnover of this trademark with the legal predecessor shall be taken as a basis for the calculation of the first annual fee for this additional trademark.

2.10.6.6. Entry fees are charged without deductions upon conclusion of the contract. Annual fees are first charged pro rata for the period from the month of the conclusion of the contract until the end of the year.

2.10.4.5. 如客户违反上述义务，泰案联有权对客户最后一次提供数据与数据传输的有效版本进行验证，产生的费用由客户自行承担。

2.10.4.6. 客户提供价格数据时，客户应告知泰案联该价格是否允许转发。

2.10.4.7. 当泰案联发现客户所提供的数据存在错误时，应告知客户该错误。这种情况下，客户有义务立刻纠正或配合泰案联纠正数据库中的错误。

2.10.5. **使用权**

2.10.5.1. 客户应授予泰案联所有必要的权利，尤其是复制客户提供的数据并使他人可以公开访问该数据的权利。

2.10.5.2. 客户有权出于自身目的使用 TecDoc 格式的数据（与 TecDoc Reference Data 创建的产品数据相关联或相结合）。出于客户自身目的而允许的使用权尤其包括创建和维护数据以及通过产品列表和价目表、互联网目录、互联网商店、印刷目录、时事通讯与数据供应商的客户进行沟通。如客户为到达此目的将数据传输给外部服务提供商，客户应以书面形式通知泰案联，并明确告知服务提供商的名称。

2.10.5.3. 除此之外，客户无权将 TecDoc 格式的数据转发给关联公司以外的第三方。

2.10.5.4. 只有在泰案联事先与第三方签订了相关数据的有效许可证合同的情况下，才能将数据传输给第三方。

2.10.6. **费用**

2.10.6.1. 对于录入的每个商标，客户皆需向泰案联支付其提供的相应服务的费用，该费用分为一次性入门费和年费。

2.10.6.2. 入门费

2.10.6.2.1. 对于客户录入的每个商标，都要支付一次性入门费，该金额是基于合同缔结前的商业年度中在 IAM 欧洲的贸易业务的相应商标的实际营业额。

2.10.6.2.2. 每满百万欧元的净营业额应乘以入门费费率，此处假设最低营业额为八（8）百万欧元。价目表中列出的营业额上限是指客户的集团。

2.10.6.2.3. 入门费的费率依据签订合同时的有效价目表来确定。

2.10.6.2.4. 如客户的其他商标在以后的某个时间点被录入到 TecDoc 数据库中，则按第 2.10.8 点的规定确定各商标的入门费。如客户录入的商标超过十五 (15) 个，上述内容同样适用。

2.10.6.3. 年费

2.10.6.3.1. 对于客户录入的每个商标，都要在合同存续期间支付年费，费用的额度基于各商标的实际营业额，与 IAM 欧洲上的贸易业务和发票开具财年相关。

2.10.6.3.2. 每满一百万欧元的净营业额应乘以年费率，此处假设最低营业额为八（8）百万欧元。价目表中列出的营业额上限是指客户的集团。

2.10.6.3.3. 每年对前一年的营业额进行一次调整。为此，客户有义务最迟在每年二月末前向泰案联报告相关的营业额。由此产生的新年费自 4 月 1 日起生效。

2.10.6.3.4. 如客户的其他商标在以后的某个时间点被录入到 TecDoc 数据库中，则按第 2.10.8 点的规定确定各商标的年费。如客户录入的商标超过十五（15）个，上述内容同样适用。

2.10.6.4. 确定相关的营业额时，低于 50 万欧元的净营业额应向下四舍五入到整百万，高于 50 万欧元的净营业额应向上四舍五入到整百万。

2.10.6.5. 如客户日后录入一个商标时，由于正对该商标进行合法交易或合法收购，在录入时客户前一年的营业额还未含有该商标，则应以该商标的前合法持有人的前一年的营业额为基础，计算该新增商标第一年的年费。

2.10.6.6. 入门费应在签订合同后开始计算，不得扣减，而首次计算年费应根据签订合同当月起至年底的剩余时间按比例进行折算。

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2.10.6.7. TecAlliance is entitled to request an auditor's certification regarding the accuracy of the turnover figures. If such an inspection results in deviations to the detriment of TecAlliance that exceed 5%, the customer shall bear the necessary costs of the inspection. Deviations above 10% constitute a serious breach of contract, which entitles TecAlliance to an extraordinary termination of the contract. This entitlement also occurs if the verification is not possible due to a lack of verifiable documents.

2.10.6.8. The cost allocation regulation or the extraordinary right of termination only applies if the deviations have an effect to the detriment of TecAlliance with regard to the fees to be paid by the customer. Otherwise TecAlliance shall bear the costs of the audit.

2.10.6.9. If information regarding the turnover figures is not provided in due time, TecAlliance shall be entitled to terminate the contract without notice.

2.10.7. TecAlliance assures that the sales figures communicated by the customer will be treated confidentially.

2.10.8. **Regulations for corporations and corporation companies**

2.10.8.1. The customer must meet the requirements of affiliations stipulated in Company Law at the request of TecAlliance and to provide evidence, if required. As long as the proof has not been provided – if so requested by TecAlliance – the fees will be charged on a company basis.

2.10.8.2. Irrespective of the use of the corporation regulation, the customer shall be obligated to prove upon TecAlliance's request that it is the owner or beneficial owner of the trademark rights of the brands it feeds in. If the customer requests the feed-in of trademarks for which the customer is neither the owner nor the beneficial owner, the customer shall, at TecAlliance's request, state and prove that the owner or the beneficial owner is a third party affiliated with it as defined by Company Law.

2.10.8.3. The customer is obliged to notify TecAlliance without delay of the transfer of rights of use of trademarks it feeds in. If, upon transfer of the right of use, the customer's right of use to a trademark fed into the system lapses and if the right of use is also not transferred to a Affiliated Company , the corporation-based invoicing can no longer be claimed with regard to this trademark. If the customer fails to give notice that the right of use has been transferred, the customer shall be obliged to pay TecAlliance the fees which would have arisen in the case of company-related billing from the time of the transfer of the right of use to the trademark.

2.10.8.4. Corporations with several trademarks are no longer billed separately for each trademark; they are combined up to a maximum turnover of 60 million euros. In this case, each brand with a real turnover < 8 million euros will be included with the minimum turnover of 8 million euros(as before). There will be no further calculation of annual fees if the cumulative trading turnover in the IAM for all trademarks entered in TecDoc has reached the maximum limit of 60 million euros.

The prerequisite for this is a single uniform contract partner for all brands and central invoicing to the address provided by the customer.

2.10.8.5. When a new corporate brand is added, a one-off licence fee is charged for the additional testing and entry work. This regulation only applies to contracts that exceed a turnover of 60 million euros. There are no further annual fees, provided the customer does not exceed a total of 15 brands with this brand. From the 16th brand upward, an additional, flat annual fee is charged per brand to compensate for the monthly production process and additional expenses. These fees will also be adjusted on a percentage basis in the event of a general fee increase.

2.10.9. **Term and termination of the contract**

Deviating from clause 1.8.3. of these GTCs, the minimum contractual period is three (3) years and after expiration of the period of three years, it will be extended automatically by a further calendar year unless either party terminate the contract by giving a written notice before six months to the end of calendar year.

2.10.10. **Liability**

2.10.10.1. TecAlliance does not guarantee or accept any liability for the relevance, completeness, correctness and accuracy of data. TecAlliance thus assumes no liability for any loss or damage based on the inaccuracy or incompleteness of the data provided by the customer or any failure to update the data.

2.10.10.2. TecAlliance accepts no responsibility or liability for the content of data or information provided by the customer. There is no obligation for TecAlliance to check the data and information supplied for their legality.

2.10.10.3. If the data and information provided by the customer should contain legal violations, the customer shall indemnify TecAlliance against all claims resulting from this and shall bear the costs resulting from it. This includes the costs of legal defence.

2.10.10.4. TecAlliance assumes full liability for the TecDoc search tree structure, the Reference Data and the TecDoc Master Data and releases the

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2.10.6.7. 泰案联有权就营业额的准确性要求会计师出具相关证明。如果根据此类审查确定存在 5% 以上的偏差，并会造成超过泰案联负担，则该审查的相关费用由客户自行承担。如偏差超过 10%，即构成严重违约，有权就此特别终止合同。如因缺乏可审查的文件导致无法进行审查，则也有权就此特别终止合同。

2.10.6.8. 仅当该偏差在客户向泰案联支付费用时对泰案联造成负担时，费用承担规定或特别终止权才适用。其他情况下，泰案联应自行承担该审查所产生的费用。

2.10.6.9. 如未及时提供营业额相关信息，泰案联有权终止合同，无需事先通知。

2.10.7. 泰案联保证对客户提供的营业额进行保密处理。

2.10.8. **集团和集团公司条例**

2.10.8.1. 客户必须应泰案联的要求满足《公司法》规定的关联关系的相关要求，并在需要时提供证明。如未能应泰案联提出的要求提供证明，那么将向公司收取相应费用。

2.10.8.2. 无论第三方与客户是否存在《公司法》规定的关联关系，客户都有义务根据泰案联的要求证明其是录入商标的商标权持有人或使用许可人。如客户既非其录入商标的商标权持有人，也非使用许可人，则客户必须应泰案联的要求，证明商标权持有人或使用许可人是符合《公司法》定义的与客户存在关联关系的第三方。

2.10.8.3. 当客户转让已录入商标的使用权时，有义务立刻通知泰案联。如客户对已录入商标的使用权随着使用权转移而失效，且使用权未转移至客户的关联公司，则不能再就该商标要求进行集团相关结账。如客户未及时通知泰案联其使用权已经转让，客户有义务向泰案联支付公司从商标使用权转让时起产生的相关费用。

2.10.8.4. 拥有多个品牌的集团不再单独对每个品牌进行计费，而是进行合并计费，营业额上限为 6000 万欧元。这种情况下，每个实际营业额少于 800 万欧元的品牌都以 800 万欧元（和以前一样）的最低营业额入账。如 TecDoc 中录入的全部品牌在 IAM 中的累计交易额达到 6000 万欧元的上限，则不再计算年费。
上述做法的前提条件是全部品牌的合同方都是唯一的，且发票都是集中开具至客户建议的地址。

2.10.8.5. 当录入一个新集团品牌时，将对增加的审查和采集工作量收取一次性的许可证费。该规定仅对最高营业额超过 6000 万欧元的合同适用。只要客户在该品牌下商标不超过 15 个，就不会产生额外的年费。自第 16 个商标起，每个商标收取额外的统一年费，用于补偿每月的生产过程和额外费用。上述费用也将在常规费用提高的情况下按比例进行调整。

2.10.9. **合同存续期与解约**

与本一般商业条款第 1.8.3 点不同，最短合同存续时间为三 （3）年，在 3 年期满之后，除非任何一方在日历年结束前提前 6 个月通知解除，否则合同将自动再延长一个日历年。

2.10.10. **责任**

2.10.10.1. 泰案联不对数据的相关性、完整性、内容的准确性或无误性提供任何保证或进行任何担保。因此，泰案联不对任何因客户所提供数据不正确或不完整或未能更新数据而造成的损失或损害承担责任。

2.10.10.2. 对于客户提供的数据和信息，泰案联对其内容不承担任何责任和不进行任何担保。泰案联没有义务检查所提供数据和信息的合法性。

2.10.10.3. 如客户提供的数据和信息含违法内容，所有由此产生向泰案联提出的索赔应由客户全责承担，此外客户还需承担所有产生的费用。上述费用也包括法律辩护的费用。

2.10.10.4. 泰案联对 TecDoc 搜索树结构、Reference Data 和 TecDoc 主数据承担全责，并免除客户对上述数据的全部责任。对于根

TecDoc **TecCom** **TecRMI** **TecFleet** **JNPSoft** **OptiCat**

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customer from any liability with regard to these data. This applies in particular to the use of the aforementioned data within the framework of data maintenance in accordance with the provisions of this contract.

2.10.10.5. The customer's liability for data provided by it is limited to the time of the contract.

2.10.10.6. The customer assumes no liability for downstream adjustments and/or adaptations of the TecDoc search tree structure, the Reference Data or the TecDoc Master Data by TecAlliance and/or other customers.

2.10.11. **Marketing**

The parties are allowed to advertise their mutual cooperation. However, all advertising measures must be approved in advance by the other party in text form. When using the "TecAlliance Data Supplier" signet, the customer is obliged to use the latest version of the signet.

2.11. **PartCat Online, TecDoc DMM Online, TecDoc ONE**

2.11.1. **Service content**

2.11.1.1. TecAlliance is obliged to provide the customer with access to the software PartCat Online/TecDoc DMM Online/TecDoc ONE during the term of the contract.

2.11.1.2. PartCat Online/TecDoc DMM Online/TecDoc ONE is provided as SaaS (Software as a Service).

2.11.1.3. The hardware and software required by the customer for the use of PartCat Online/TecDoc DMM Online/TecDoc ONE must be provided by the customer. The customer must configure and install this itself.

2.11.1.4. TecAlliance may modify PartCat Online/TecDoc DMM Online/TecDoc ONE and make it available to the customer as an update. Upgrades that can interfere with implementation by the customer are announced in advance by TecAlliance with a reasonable notice period. The customer is obligated to implement such updates without delay after receipt.

2.11.2. **Rights of use**

2.11.2.1. TecAlliance grants the customer a non-exclusive, non-sublicensable right, limited in time to the term of this contract, to use PartCat Online/TecDoc DMM Online/TecDoc ONE for the purpose of transmitting data to TecAlliance.

2.11.2.2. Permissible use includes the intended use of PartCat Online/TecDoc DMM Online/TecDoc ONE by the customer, i.e. the transmission of changes, deletions and updates of the customer's article data.

2.11.2.3. PartCat Online/TecDoc DMM Online/TecDoc ONE may only be used for transmitting data of brands for which a valid data supplier contract exists and for which TecAlliance has assigned access authorisation or access details in accordance with the contractual agreement.

2.11.2.4. The provision of access details and/or PartCat Online/TecDoc DMM Online/TecDoc ONE to third parties (e.g. service providers) is only permitted with prior written approval by TecAlliance.

2.11.3. **Maintenance and error handling**

2.11.3.1. TecAlliance warrants that the contractually agreed quality of PartCat Online/TecDoc DMM Online/TecDoc ONE (see specification of service) will be maintained during the term of the contract and that no rights of third parties will conflict with the use of PartCat Online/TecDoc DMM Online/TecDoc ONE in accordance with the contract. TecAlliance will remedy (updates) any defects in PartCat Online/TecDoc DMM Online/TecDoc ONE within a reasonable period of time.

2.11.3.2. Further details are regulated in a Service Level Agreement, which becomes part of the contract.

2.11.4. **Price adjustments in TecDoc ONE**

The price development of TecDoc ONE is linked to the development of the price of the Data Supplier License existing with the customer. If there is a change in the price of the Data Supplier License, the price for TecDoc ONE is adjusted by 1/3 (one third) of the amount of the change in the Data Supplier License, without the need for a separate notification.

2.12. **IDP API Data Supplier**

2.12.1. **Service content**

2.12.1.1. TecAlliance is required to provide the IDP interface for data suppliers (IDP API Data Supplier) to the customer for the entire term of the contract.

2.12.1.2. IDP API Data Supplier is provided as software as a service(SaaS). After completion of the customer-side implementation for each agreed brand, TecAlliance shall provide the customer with the necessary access details for the production operation of IDP API Data Supplier.

2.12.1.3. The hardware and software required by the customer for the use of IDP API Data Supplier must be provided by the customer. The customer must configure and install this itself.

2.12.1.4. TecAlliance may change the IDP API Data Supplier and make it available to the customer as an upgrade. Upgrades that can interfere with implementation by the customer are announced in advance by TecAlliance with

据本合同规定在数据维护的范围内使用上述数据的情况，这一点同样适用。

2.10.10.5. 客户仅在合同存续期间内对其提供的数据承担责任。

2.10.10.6. 对于泰案联和/或其他客户对 TecDoc 搜索树结构、Reference Data 和 TecDoc 主数据的下游调整和/或改进，客户不承担任何责任。

2.10.11. **市场营销**

允许合同双方就双方合作事宜进行宣传。但是，采取任何广告宣传措施前，必须事先征得另一方的书面同意。使用"TecAlliance Data Supplier"标志时，客户任何情况下都有义务使用最新版本的标志

2.11. **PartCat Online, TecDoc DMM Online, TecDoc ONE**

2.11.1. **服务内容**

2.11.1.1. 泰案联有义务在本合同存续期间向客户提供 PartCat Online/TecDoc DMM Online/TecDoc ONE 软件的使用权。

2.11.1.2. PartCat Online/TecDoc DMM Online/TecDoc ONE 是通过 SaaS（软件即服务）的方式提供的。

2.11.1.3. 使用 PartCat Online/TecDoc DMM Online/TecDoc ONE 客户端所需的硬件和软件由客户提供。客户必须自己配置和安装该软件。

2.11.1.4. 泰案联可能会对 PartCat Online/TecDoc DMM Online/TecDoc ONE 进行修改，并将其作为一项更新提供给客户。对于有可能影响客户实施的升级，泰案联应在适当期限内对外公布。客户有义务在收到消息后立即考虑将这些更新纳入其实施范围内。

2.11.2. **使用权**

2.11.2.1. 泰案联为客户授予非排他性、不得转授权、时间上在本合同存续期间有效、用于将数据传输给泰案联的 PartCat Online/TecDoc DMM Online/TecDoc ONE 的使用权。

2.11.2.2. 允许的使用范围包括客户对 PartCat Online/TecDoc DMM Online/TecDoc ONE 的预期用途，即对客户产品数据的更改、删除和更新进行传输。

2.11.2.3. PartCat Online/TecDoc DMM Online/TecDoc ONE 仅允许用于传输已签订有效数据供应商合同、且泰案联已根据合同协议为其分配了访问授权或访问数据的品牌的数据。

2.11.2.4. 仅在事先征得泰案联的书面同意后，才能向第三方（例如：服务提供商）提供访问数据和/或 PartCat Online/TecDoc DMM Online/TecDoc ONE。

2.11.3. **维护和错误排除**

2.11.3.1. 泰案联保障在本合同存续期间，PartCat Online/TecDoc DMM Online/TecDoc ONE（参见服务说明）具有合同约定的质量，且按照合同使用 PartCat Online/TecDoc DMM Online/TecDoc ONE 不会侵犯第三方权利。泰案联将在适当时间内排除在 PartCat Online/TecDoc DMM Online/TecDoc ONE 出现的缺陷（更新）。

2.11.3.2. 更多细节在服务等级协议内另作商定，该协议视为本合同的组成部分。

2.11.4. **TecDoc ONE 价格调整**

TecDoc ONE 的价格发展趋势与客户当前的 Data Supplier License 的价格发展趋势关联。如 Data Supplier License 的价格发生变化，TecDoc ONE 的价格将按 Data Supplier License 变化金额的 1/3（三分之一）进行调整，无需另行通知。

2.12. **IDP API Data Supplier**

2.12.1. **服务内容**

2.12.1.1. 泰案联有义务在本合同存续期间向客户提供数据供应商的 IDP 接口（IDP API Data Supplier）。

2.12.1.2. IDP API Data Supplier 是通过 SaaS（软件即服务）的方式提供的。泰案联应在每个约定品牌的客户方实施完成后，向客户提供必要的访问数据，以便 IDP API Data Supplier 进行生产性运营。

2.12.1.3. 使用 IDP API Data Supplier 客户端所需的硬件和软件由客户提供。客户必须自己配置和安装该软件。

2.12.1.4. 泰案联可能对 IDP API Data Supplier 进行修改，并将其作为一项更新提供给客户。对于有可能影响客户实施的升级，泰案联

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a reasonable notice period. The customer is obligated to implement upgrades without delay after receipt.

2.12.2. Onboarding and test environment

2.12.2.1. Use of the service "IDP API Data Supplier Consulting Services" is compulsory for first-time implementation of IDP API Data Supplier.

2.12.2.2. TecAlliance shall provide the customer access to a test environment of IDP API Data Supplier within ten (10) working days. This is valid until switching to the production environment. TecAlliance assumes no liability for the operation of the test environment.

2.12.3. Rights of use

2.12.3.1. TecAlliance grants the customer a non-exclusive, non-sublicensable right, limited in time to the term of this contract, to use IDP API Data Supplier for the purpose of transmitting data to TecAlliance.

2.12.3.2. Permissible use includes the intended use of IDP API Data Supplier by the customer, i.e. the transmission of changes, deletions and updates of the customer's article data.

2.12.3.3. IDP API Data Supplier may only be used for transmitting data of brands for which a valid TecDoc data supplier contract exists and for which TecAlliance has assigned access authorisation or access details in accordance with the contractual agreement.

2.12.3.4. The provision of access details and/or the IDP API Data Supplier to third parties (e.g. service providers) is only permitted with prior written approval by TecAlliance.

2.12.4. Maintenance and error handling

2.12.4.1. TecAlliance warrants that the contractually agreed quality of IDP API Data Supplier (see Service Description) will be maintained during the term of the contract and that no rights of third parties will infringe on the use of IDP API Data Supplier in accordance with the contract. TecAlliance will remedy (updates) any defects in IDP API Data Supplier within a reasonable period of time.

2.12.4.2. The customer is obligated to notify TecAlliance in writing of any defects in IDP API Data Supplier immediately after they have been discovered.

2.12.4.3. TecAlliance is obliged to investigate IDP API Data Supplier errors reported by the customer in text form if the following conditions are met: 1. The error is reproducible; 2. The error occurs in the latest version of the IDP API Data Supplier and the customer has implemented this version; 3. The customer provides TecAlliance with all information about the circumstances under which the error occurs.

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

2.12.4.4.1. correct the error and/or

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

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

2.12.4.5. Within the scope of maintenance and development, TecAlliance shall provide the customer with updates for IDP API Data Supplier. The customer is obligated to implement updates without delay after receipt.

2.12.5. Documentation

Within the scope of the onboarding consulting project, the customer shall receive an interface description. This is provided to the customer solely for its internal use.

2.12.6. Support

2.12.6.1. The support is provided by TecAlliance or a third party commissioned by TecAlliance. In production mode this support is categorised as follows:

2.12.6.1.1. First Level Support (registration of the fault with a Customer Help Desk; advice in relation to technical issues regarding IDP API Data Supplier – known errors) and

2.12.6.1.2. 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).

2.12.6.2. In test mode, support is provided as part of the onboarding consulting project.

2.12.6.3. All support services may be provided by TecAlliance or by a third party appointed by TecAlliance via telephone or remote service. If a remote service is not permitted by the customer such that on-site support becomes necessary, the customer shall bear the costs and expenses arising from this.

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

2.12.6.5. Support is available from Monday to Friday from 9:30 - 18:00 hours China Beijing Time. Support services are not available on the following days: 01.01 (1 January), 25.12 (25 December), 26.12. (26 December). On these days,

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应在适当的期限内对外公布。客户有义务在收到消息后立即考虑将更新纳入其实施范围内。

2.12.2. 引导流程和测试环境

2.12.2.1. 在 IDP API Data Supplier 首次实施时，必须使用"IDP API Data Supplier 咨询服务"。

2.12.2.2. 泰案联应在 10 个工作日内向客户提供 IDP API Data Supplier 的测试环境的访问权限。这一点始终有效，直至完成向生产性环境的过渡。泰案联对测试环境的运营不承担任何责任。

2.12.3. 使用权

2.12.3.1. 泰案联为客户授予非排他性、不得转授权、时间上在本合同存续期间有效、用于将数据传输给泰案联的 IDP API Data Supplier 的使用权。

2.12.3.2. 允许的使用范围包括客户对 IDP API Data Supplier 的预期用途，即对客户产品数据的更改、删除和更新进行传输。

2.12.3.3. IDP API Data Supplier 仅能用于传输已签订有效的 TecDoc 数据供应商合同、且泰案联已根据合同协议为其分配了访问授权或访问数据的品牌的数据。

2.12.3.4. 仅在事先征得泰案联的书面同意后，才能向第三方（如服务提供商）提供访问数据和/或 IDP API Data Supplier。

2.12.4. 维护和错误排除

2.12.4.1. 泰案联保障在本合同存续期间，IDP API Data Supplier （参见服务说明）具有合同约定的质量，且按照合同使用 IDP API Data Supplier 不会侵犯第三方权利。泰案联将在适当时间内排除在 IDP API Data Supplier 出现的缺陷（更新）。

2.12.4.2. 客户有义务在发现 IDP API Data Supplier 缺陷后立即以书面形式向泰案联报告该软件缺陷。

2.12.4.3. 符合以下条件的情况下，泰案联有义务对客户以书面形式报告的 IDP API Data Supplier 相关错误进行调查：1. 该错误是可再现的；2. 该错误在 IDP API Data Supplier 的最新版本中发生，并且客户已经植入了这个版本；3. 客户向泰案联提供相关错误发生情况的所有信息。

2.12.4.4. 泰案联在进行错误调查之后自行决定。

2.12.4.4.1. 更正错误和/或

2.12.4.4.2. 在紧急情况下如果错误解决在技术上不可能或经济上不可行，进行初步错误排除，和/或

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

2.12.4.5. 维护和开发期间，泰案联为客户提供 IDP API Data Supplier 升级。客户有义务在收到消息后立即考虑将升级纳入其实施范围内。

2.12.5. 文档

客户将收到一份接口说明，作为引导流程咨询项目的一部分。该说明供客户内部使用。

2.12.6. 支持

2.12.6.1. 由泰案联提供或泰案联委托第三方提供支持。该支持在生产运营中如下划分：

2.12.6.1.1. 一级支持（由客户帮助平台提供故障申报服务；与 IDP API Data Supplier 已知错误相关的专业性问题咨询服务）以及

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

2.12.6.2. 测试运行期间，该支持将提供引导流程咨询服务。

2.12.6.3. 所有支持服务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。如客户不同意进行远程服务并因此需要进行现场支持，则客户须承担由此产生的成本和工作量。

2.12.6.4. 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。

2.12.6.5. 支持服务提供时间是周一至周五，中国北京时间 9:30-18:00）。以下日期不提供支持服务：1 月 1 日、12 月 25 日、12 月 26 日。上述日期的 9:30-18:00 是专为紧急情况所设的值班时

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an on-call emergency service is available only in highly critical situations to answer inquiries via e-mail from 9:30 - 18:00. On weekends and holidays, an on-call emergency service is available only in highly critical situations to answer inquiries via e-mail Monday to Friday from 18:00 – 20:00, and Saturday to Sunday from 10:00 – 18:00.

2.12.6.6. Support is provided at a minimum in Chinese.

2.13. DMM

2.13.1. Service content

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

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

2.13.1.3. 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.

2.13.1.4. 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.

2.13.2. Rights of use

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

2.13.2.2. 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.

2.13.2.3. 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.

2.13.2.4. 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.

2.13.2.5. 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.

2.13.2.5.1. 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.

2.13.3. Maintenance

2.13.3.1. 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.

2.13.3.2. 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.

2.13.3.3. 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.

2.13.4. Documentation, Training

2.13.4.1. 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.

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

2.13.5. Support

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

2.13.5.1.1. 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

2.13.5.1.2. 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).

2.13.5.2. All support services (exception: training support) may be provided by TecAlliance or by a third party appointed by TecAlliance via telephone or 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.

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

间，届时可通过电子邮件提出请求。周末和公共假期的 18:00-20:00（周一至周五）和 10:00-18:00（周六和周日）是专为紧急情况所设的值班时间，届时可通过电子邮件提出请求。

2.12.6.6. 至少可以用中文提供支持。

2.13. DMM

2.13.1. 服务内容

2.13.1.1. 泰案联有义务在本合同存续期间向客户提供 DMM 软件。

2.13.1.2. 为客户提供该软件下载渠道。

2.13.1.3. 该软件包含采集数据或产品以及关联 TecDoc 车型所需的必要功能。提供软件之后，客户须自行维护数据和传输给 TecAlliance。

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

2.13.2. 使用权

2.13.2.1. 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。

2.13.2.2. 允许的使用范围包括由客户安装软件、加载到内存中以及合规使用。

2.13.2.3. 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身品牌。

2.13.2.4. 任何情况下客户都没有权利出租软件或以其他任何方式对软件进行再许可、公开复制、公布访问方式或提供给第三方。

2.13.2.5. 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、在事先获得泰案联文字形式许可之后，才能够转发给第三方。

2.13.2.5.1. 这种情况下，第三方必须以文字形式向客户承诺，仅根据本合同条款使用软件。

2.13.3. 维护

2.13.3.1. 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排除软件出现的缺陷。

2.13.3.2. 客户有义务在发现软件缺陷后立即以书面形式向泰案联报告该软件缺陷。如果是实物缺陷，则报告的同时须描述缺陷出现的时间以及详细的情况。

2.13.3.3. 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。

2.13.4. 文档、培训

2.13.4.1. 泰案联通过网络研讨会形式或者在上海 TecAlliance 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。

2.13.4.2. 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。

2.13.5. 支持

2.13.5.1. 由泰案联提供或泰案联委托第三方提供支持。该支持划分为：

2.13.5.1.1. 一级支持（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咨询服务）以及

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

2.13.5.2. 所有支持服务（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支持，则客户须承担由此产生的成本和费用。

2.13.5.3. 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。

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Website: www.tecalliance.cn   网址：www.tecalliance.cn

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2.13.5.4. Support shall be made available within normal business hours (Mon-Fri 9:30 – 18:00 UTC+8, China Standard Time). On public holidays in P.R.China support will not be provided.

2.13.5.5. Support is provided in Chinese and English.

2.14. **CCU**

2.14.1. **Service content**

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

2.14.1.2. TecAlliance will provide executable software to the customer within eight (8) weeks of the conclusion of the contract and delivery of the customer data.

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

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

2.14.1.5. 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.

2.14.2. **Rights of use**

2.14.2.1. 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.

2.14.2.2. 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.

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

2.14.3. **Documentation, training and support**

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

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

2.14.3.3. TecAlliance shall provide software support during the following business hours: Mon-Fri, 9:30 – 18:00 UTC+8, China Standard Time (excluding China public holidays). Support is available at the telephone number +21 3387 0258 or by email at support.ap@tecalliance.net. Support is provided in English and Chinese.

2.14.4. **Error handling**

2.14.4.1. TecAlliance is obliged to investigate the software errors reported by the customer in text form if the following conditions are met: 1. The error is reproducible; 2. The error occurs in the latest version of the software and the customer has installed this version; 3. The customer provides TecAlliance with all information about the circumstances under which the error occurs; 4. No changes have been made to the software by the customer or third parties, unless this has been approved by TecAlliance in advance.

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

2.14.4.2.1. correct the error and/or

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

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

2.14.4.3. 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.

2.14.5. **Consequences of the termination of the contract**

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

2.15. **myITG**

2.15.1. **Service content**

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

2.15.1.2. The software will be continuously 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.

2.13.5.4. 能够提供支持服务的时间为正常办公时间（周一至周五，中国标准时间 9:30-18:00）。中国公共假日不提供支持服务。

2.13.5.5. 可用汉语和英语提供支持服务。

2.14. CCU

2.14.1. 服务内容

2.14.1.1. 泰案联有义务在本合同存续期间向客户提供 CCU 软件。

2.14.1.2. 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。

2.14.1.3. 为客户提供该软件下载渠道。

2.14.1.4. 客户有权在自己的设施内安装软件。

2.14.1.5. 泰案联保证软件不涉及第三方权利，尤其是不侵犯第三方的专利、版权或其他知识产权。

2.14.2. 使用权

2.14.2.1. 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。

2.14.2.2. 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。

2.14.2.3. 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。

2.14.3. 文档、培训和支持

2.14.3.1. 软件的手册和文档仅供客户内部使用。

2.14.3.2. 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。

2.14.3.3. 泰案联在下列办公时间内通过电子邮件提供软件支持服务：周一至周五，9:30-18:00 中国标准时间（中国公共假日除外）。可以致电 +21 3387 0258 或发送电子邮件至 support.ap@tecalliance.net 申请支持服务。可用英语和汉语提供支持服务。

2.14.4. 错误处理

2.14.4.1. 符合以下条件的情况下，泰案联有义务对客户以书面形式报告的软件相关错误进行调查：1.该错误是可再现的；2.该错误在软件的最新版本中发生，并且客户已经安装了这个版本；3.客户向泰案联提供相关错误发生情况的所有信息；4.未事先征得泰案联的同意，客户或第三方不得对软件进行任何修改。

2.14.4.2. 泰案联在对错误进行调查之后自行决定

2.14.4.2.1. 更正错误和/或

2.14.4.2.2. 如果由于紧急情况需要，或如果更正错误在技术上不可能或经济上不可行的情况下，则进行初步的更正错误，和/或

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

2.14.4.3. 泰案联尽量在排除错误期间与客户合作。对于因为客户错误使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。

2.14.5. 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。

2.15. myITG

2.15.1. 服务内容

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

2.15.1.2. 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。

TecDoc | **TecCom** | **TecRMI** | **TecFleet** | **JNPSoft** | **OptiCat**

TecAlliance China Ltd.　　　泰案联信息技术（上海）有限公司　　　Commerzbank AG Shanghai Branch

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Tel: +86-21-33870258　　　电话：+86-21-33870258　　　德国商业银行股份有限公司上海分行
Fax: +86-21-33870268　　　传真：+86-21-33870268　　　银行账号：147680246601CNY
Website: www.tecalliance.cn　　　网址：www.tecalliance.cn

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2.15.1.3. 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.

2.15.2. Licence models

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

2.15.2.2. 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.

2.15.2.3. Customers who do not meet the requirement in clause 2.15.2.2 may only use the fee-based versions (Plus & Pro) of the software.

2.15.3. Customer rights of use

2.15.3.1. The software and the included databases are protected by copyright law and other intellectual property laws. 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.

2.15.3.2. 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.

2.15.4. Customer obligations

2.15.4.1. 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.

2.15.4.2. 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).

2.15.5. Transferring rights of use

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

2.15.5.2. The customer grants TecAlliance and its Affiliated Companies, 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.

2.15.6. 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.

2.15.7. Support

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

2.15.7.1.1. 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

2.15.7.1.2. 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).

2.15.7.2. All support services (exception: training support) may be provided by TecAlliance or by a third party appointed by TecAlliance via telephone or 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.

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

2.15.7.4. Support shall be made available within normal business hours (Mon-Fri 9:30 – 18:00 China Beijing Time). On public holidays support will not be provided.

2.15.7.5. Support is provided in Chinese.

2.15.8. Term and Termination

Deviating from what is specified in clause 1.8.3., there is no minimum contractual period for the free version of the software (Basic). The contract may be terminated at any time by either party by written notice within seven days before the end of the month.

2.16. Demand Dashboard

2.16.1. Service content

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

2.15.1.3. 软件中所含数据由其他客户创建或者由泰案联依据具体情况仔细创建。由客户对数据的正确性、完整性和现实性进行甄别。

2.15.2. 许可证模式

2.15.2.1. 提供不同版本软件，其区别在于功能范围不同。

2.15.2.2. 使用免费版本（Basic）的前提是，客户被列在泰案联网站上，且客户的至少一个品牌被列为 TecDoc 数据供应商。

2.15.2.3. 不满足第 2.15.2.2 条所列前提条件的客户，只能够使用软件的收费版本（Plus & Pro）。

2.15.3. 客户使用权

2.15.3.1. 软件和包含的数据库受《著作权法》和其他知识产权法律保护。该软件及其中所含数据库的版权、专利权、商标权和所有其他辅助版权仅归泰案联所有。如果存在第三方权利，则泰案联享有相应的使用权。

2.15.3.2. 在本合同确定的范围内，泰案联为客户授予简单的、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。

2.15.4. 客户义务

2.15.4.1. 其中所含数据的正确性、完整性和现实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进行修正。

2.15.4.2. 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。

2.15.5. 转移使用权

2.15.5.1. 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。

2.15.5.2. 客户为泰案联及其关联公司授予简单的、时间上在本合同存续期间有效、全球范围有效、可转移和不可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。

2.15.6. 客户特定调整（COP）

对软件进行客户特定调整（COP）不是本合同的内容。泰案联会将相关询盘转发给服务提供商。只会在服务提供商和客户之间就 COP 签订合同。

2.15.7. 支持

2.15.7.1. 由泰案联提供或泰案联委托第三方提供支持。该支持划分为：

2.15.7.1.1. 一级支持（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咨询服务）以及

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

2.15.7.2. 所有支持服务（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支持，则客户须承担由此产生的成本和费用。

2.15.7.3. 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。

2.15.7.4. 能够提供支持服务的时间为正常办公时间（周一至周五，中国北京时间 9:30-18:00）。法定节假日不提供支持服务。

2.15.7.5. 可用中文提供支持服务。

2.15.8. 存续期与解约

与第 1.8.3 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，合同可以在月底前的七天内被任意一方以书面通知随时终止。

2.16. Demand Dashboard

2.16.1. 服务内容

2.16.1.1. 泰案联通过网络远程访问的方式（Software as a Service, SaaS）为客户提供软件以便使用。

TecDoc
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2.16.1.2. The software will be continuously 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.

2.16.2. Rights of use

2.16.2.1. The software and the included databases are protected by copyright law and other intellectual property laws. 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.

2.16.2.2. 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.

2.16.2.3. 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.

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

2.16.3. Customer obligations

2.16.3.1. The customer will fulfil all of the obligations required for the rendering of services and processing of this contract in good time, in full and in a proper 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.

2.16.3.2. 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 shall remain reserved.

2.16.3.3. 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.

2.16.4. 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.

2.16.5. Support

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

2.16.5.2. Support queries submitted by the customer must include the following information: Re: Demand dashboard + brief description of error + customer's company name; user details: First name, last name, email address; detailed error description; time of error occurrence; browser; operating system; suitable screenshots if possible.

2.16.6. information described above, which must be sent to support.cgn@tecalliance.net.

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

2.17. TecDoc PMA

2.17.1. Service content

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

2.17.1.2. The software will be continuously 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.

2.16.1.2. 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。

2.16.2. 使用权

2.16.2.1. 软件和包含的数据库受《著作权法》和其他知识产权法律保护。该软件及其中所含数据库的版权、专利权、商标权和所有其他辅助版权仅归泰案联所有。如果存在第三方权利，则泰案联享有相应的使用权。

2.16.2.2. 在本合同确定的范围内，泰案联为客户授予简单的、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。

2.16.2.3. 软件只能够由根据合同约定获得泰案联访问授权或访问数据的人员使用。访问授权具体到人且不得转移给其他人或由其他人使用。

2.16.2.4. 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。

2.16.3. 客户义务

2.16.3.1. 客户将即时、完整和专业正确地履行提供和开展本合同规定的服务所必要的义务，尤其是：检查所提供服务的要求；确保满足泰案联针对客户所使用硬件和软件的最低要求；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；定期备份泰案联所传输的数据和内容。

2.16.3.2. 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、暂时或持续锁定此内容。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，要求出于重大原因、不顾合同期限终止合同。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为泰案联免除任何第三方索赔。保留其他权利。

2.16.3.3. 客户有义务对分配给他或用户的使用和访问权限以及其他约定的身份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。

2.16.4. 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。

2.16.5. 支持

2.16.5.1. 泰案联通过电子邮件提供软件支持。

2.16.5.2. 客户的支持请求必须包含以下信息：主题：Demand Dashboard + 错误简述 + 客户公司名称；用户详情：名字、姓氏、电子邮件；详尽的错误描述；错误发生的时间；浏览器；操作系统；如有可能，提供屏幕截图。

2.16.6. 泰案联仅通过 support.cgn@tecalliance.net 接收包含上述信息的支持请求。

2.16.7. 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。

2.17. TecDoc PMA

2.17.1. 服务内容

2.17.1.1. 泰案联通过网络远程访问的方式（Software as a Service, SaaS）为客户提供软件以便使用。

2.17.1.2. 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。

TecDoc
TecAlliance China Ltd.

TecCom
泰案联信息技术（上海）有限公司

TecRMI

TecFleet
Commerzbank AG Shanghai Branch

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2.17.2. Rights of use

2.17.2.1. The software and the included databases are protected by copyright law and related intellectual property laws, 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.

2.17.2.2. 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.

2.17.2.3. 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 shall be linked to the specific person(s) and may not be passed on to other persons or used by other persons.

2.17.2.4. 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.

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

2.17.3. Customer obligations

2.17.3.1. The customer will fulfil all of the obligations required for the rendering of services and processing of this contract in good time, in full and in a proper 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.

2.17.3.2. 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 shall remain reserved.

2.17.3.3. 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.

2.17.4. Support

2.17.4.1. TecAlliance provides software support by e-mail or telephone from Monday to Friday, 09:30 hours to 18:00 hours. No support is available on public holidays in the P.R.China.

2.17.4.2. Support queries submitted by the customer must include the following information: Re: TecDoc PMA + brief description of error + customer's company name; user details: First name, last name, email address; detailed error description; time of error occurrence; suitable screenshots and the report ID displayed in the system for support on individual reports.

2.17.4.3. TecAlliance only accepts support requests with the information described above, which must be sent to support.cgn@tecalliance.net and support.ap@tecalliance.net. In urgent cases, TecAlliance shall provide telephone support under +21 3387 0258.

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

2.17.5. Use of the TecDoc Catalogue Data database

2.17.5.1. 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.

2.17.5.2. 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.

2.17.2. 使用权

2.17.2.1. 软件和包含的数据库受《著作权法》和相关知识产权法律保护。该软件及其中所含数据库的版权、专利权、商标权和所有其他辅助版权仅归 泰案联 所有。如果存在第三方权利，则泰案联享有相应的使用权。

2.17.2.2. 在本合同确定的范围内，泰案联向客户授予简单的、时间上在本合同存续期间有效、不可转让且不可许可、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。

2.17.2.3. 软件只能够由根据合同约定获得泰案联访问授权或访问详情的人员使用。访问授权应具体到特定的人且不得转移给其他人或由其他人使用。

2.17.2.4. 客户只能够向本公司雇员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。

2.17.2.5. 使用软件创建的报告仅供客户内部使用。不允许披露给第三方和/或进行公布。此条的例外是披露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。

2.17.3. 客户义务

2.17.3.1. 客户将即时、完整和专业正确地履行提供和开展本合同规定的服务所必要的义务，尤其是：根据其要求检查所提供服务的要求；确保满足泰案联针对客户所使用硬件和软件的最低要求得到满足；遵守泰案联关于避免错误的指示；保护本地 IT 系统以防被恶意软件攻击；对其向泰案联所传输的数据和内容进行定期备份。

2.17.3.2. 如果第三方主张使用泰案联提供给客户的数据和/或内容导致了权利受到侵犯，如果有客观的证据证明数据和/或内容的合法性是有疑问的，则泰案联有权完全或部分、暂时或永久性地屏蔽此内容。这种情况下，泰案联会要求客户在适当的期限内消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，则泰案联可以在不影响其他权利和要求的情况下，以适当的理由终止合同，而不另行通知，且泰案联由于上述措施而产生的费用将由客户承担。如果客户对侵权行为负有责任，则客户须赔偿泰案联因此产生的损失并赔偿泰案联使得其免受任何第三方的任何索赔。进一步的权利应予以保留。

2.17.3.3. 客户有义务对分配给他或用户的使用和访问权限以及其他约定的身份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。

2.17.4. 支持

2.17.4.1. 泰案联在周一至周五 09:30-18:00 期间通过电子邮件或电话提供软件支持。中国公共假日不提供支持服务。

2.17.4.2. 客户的支持请求必须包含以下信息：主题：TecDoc PMA + 错误简述 + 客户公司名称；用户详情：名字、姓氏、电子邮件；详尽的错误描述；错误发生的时间；相应的屏幕截图以及为个别报告的支持时，提供系统中显示的报告 ID。

2.17.4.3. 泰案联仅通过 support.cgn@tecalliance.net 和 support.ap@tecalliance.net 接收包含上述信息的支持请求。紧急情况下，泰案联通过 +21 3387 0258。

2.17.4.4. 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。

2.17.5. TecDoc Catalogue Data 数据库的使用

2.17.5.1. 软件只能与数据库 TecDoc Catalogue Data 搭配使用。其中包含软件功能的数据基础。

2.17.5.2. 如果客户已经获得了 TecDoc Catalogue Data 数据库的许可，则客户也有权在软件中使用基于许可所获得的数据。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，才能够在软件中使用 TecDoc Catalogue Data 数据库。不对 TecDoc Catalogue Data 数据库的使用另外收费。

2.17.5.3. If the customer has not licensed the TecDoc Catalogue Data database, the use of the desired TecDoc data within the software shall be separately licensed in accordance with the GTCs. Separate fees shall be incurred for this; these shall be shown in the offer. A further use of the TecDoc Catalogue Data database is not included.

2.17.6. Use of the database "Vehicles in Operation"

2.17.6.1. 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.

2.17.6.2. 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.

2.17.6.3. If the customer has not licensed the "Vehicles in Operation" database, the use of the desired data within the software shall be separately licensed in accordance with the GTCs. Separate fees shall be incurred for this; these shall be shown in the offer. A further use of the "Vehicles in Operation" database is not included.

2.17.7. **Use of TecDoc Usage Data database**

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

2.17.7.2. If the customer has already licensed the 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.

2.17.7.3. If the customer has not licensed the Demand Dashboard, the use of the TecDoc Usage Data database within the software shall be separately licensed in accordance with the GTCs. Separate fees shall be incurred for this; these shall be shown in the offer. Further use of the TecDoc Usage Data database or the Demand Dashboard is not included.

2.18. Data services

2.18.1. Service content

2.18.1.1. 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.

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

2.18.1.3. 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.

2.18.1.4. 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.

2.18.1.5. 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.

2.18.1.6. 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.

2.18.1.7. 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.

2.18.1.8. TecAlliance may enlist the services of one or more subcontractors for the provision of the service. Each subcontractor 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.

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

2.18.2.1. In written 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

2.17.5.3. 如果客户没有获得 TecDoc Catalogue Data 数据库的许可，则需要根据本 GTCs，对软件中所需 TecDoc 数据的使用另外授予许可。这将会产生额外的费用，费用列出在要约中。不包括进一步使用 TecDoc Catalogue Data 数据库。

2.17.6. 使用〝汽车保有量〞数据库

2.17.6.1. 只有在与〝汽车保有量〞数据库相连接的情况下，才能充分使用本软件。其中包含软件功能的数据基础。

2.17.6.2. 如果客户已经获得了"汽车保有量"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，才能够在软件中使用"汽车保有量"数据库。不对汽车保有量数据库的使用另外收费。

2.17.6.3. 如果客户没有获得保有量数据库的许可，则需要根据本 GTCs，对软件中所需数据的使用另外授予许可。这将会产生额外的费用，费用列出在要约中。不包括进一步使用"汽车保有量"数据库。

2.17.7. TecDoc Usage Data 数据库的使用

2.17.7.1. 只有在与 TecDoc Usage Data 数据库相连接的情况下，才能充分使用本软件。其中包含软件功能的数据基础。

2.17.7.2. 如客户已经获得了 Demand Dashboard 的许可，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。不另外收费。

2.17.7.3. 如客户没有获得 Demand Dashboard 的许可，则需要根据本 GTCs，对软件中所需 TecDoc Usage Data 数据库的使用另外授予许可证。这将会产生额外的费用，费用列出在要约中。不包括进一步使用 TecDoc sage Data 或 Demand Dashboard 数据库。

2.18. Data Services（数据服务）

2.18.1. 服务内容

2.18.1.1. 合同约定的服务包括处理和准备客户交付的数据、将此数据转为相应有效的 TecAlliance 目录数据格式，以便在获得客户许可后根据数据供应商合同的条款公开和分配给数据用户。泰案联所提供的具体服务由要约确定。

2.18.1.2. 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。

2.18.1.3. 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信息，诸如产品信息、应用程序、交叉引用、文档之类。泰案联原则上不采用其他数据源。

2.18.1.4. 泰案联会将客户的产品数据转入泰案联产品数据分类系统进行分类和归属。任何在泰案联产品分类识别系统中没有的通用物品和/或属性，必须在必要时添加到泰案联参考数据中。因此，通常只能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。

2.18.1.5. 客户的应用应仅以泰案联车辆参考数据为基础进行管理。任何在泰案联车辆数据中没有的车辆，必须在必要时添加到 TecAlliance 参考数据中。因此，通常只能在下一个可行的日期才能对相关应用程序进行处理。

2.18.1.6. 在提供服务时，使用没有 100%覆盖的 OE 数据和/或链接。在这方面，客户应接受数据准备中缺失的 OE 号码和/或链接，以符合合同规定。

2.18.1.7. 根据本合同根据本合同提供的服务应只提供到报价中指定的目标日期，且包含根据要约和本 GTCs 所述服务范围内的一（1）次数据准备工作。

2.18.1.8. 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。泰案联无义务向客户告知借助了履约协助人。

2.18.2. 客户合作义务

2.18.2.1. 客户以文字形式为泰案联指定一位项目负责人作为对口联系人，其将在常规工作时间内回复问题，且有权对有纠纷性质的问题作出决定，该联系人的行为视为客户的行为，将对客户发生约束力。

TecDoc — TecAlliance China Ltd.
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TecRMI
TecFleet — Commerzbank AG Shanghai Branch
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网址：www.tecalliance.cn

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authorised to make decisions on contested issues. The actions of the contact person are considered to be the actions of the customer and will be binding on the customer.

2.18.2.2. 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.

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

2.18.2.4. 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.

2.18.2.5. 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.

2.18.3. **Specifications regarding the data provided**

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

2.18.3.2. 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.

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

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

2.18.3.5. File names may have no more than 30 characters and may not contain a period (.) as a character.

2.18.3.6. 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).

2.19. **Trade Brands**

2.19.1. **Service content**

2.19.1.1. 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.

2.19.1.2. 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.

2.19.1.3. 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.

2.19.1.4. 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.

2.19.1.5. 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.

2.19.1.6. 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.

2.19.1.7. 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.

2.19.1.8. TecAlliance may enlist the services of one or more subcontractors for the provision of the service. Each subcontractor 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.

2.18.2.2. 客户须确保遵守要约中指定的提供日期。该日期之前，客户的数据必须至少交至泰案联，以便于按期进行编辑。

2.18.2.3. 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。

2.18.2.4. 客户提交的数据必须符合本 GTCs 的规格。如果数据不符合本 GTCs 的一条或多条规格，则泰案联无法提供服务或无法按时提供服务。这种情况下，泰案联向客户告知数据提交出现的过错及其后果（验收数据、提供服务成本增加）并与其协商下一步措施。

2.18.2.5. 泰案联进行编辑后，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。

2.18.3. **针对所提交数据的规定**

2.18.3.1. 泰案联只能处理清晰的、逻辑的数据集。拼写不同的单词或不一致或不可信的信息不能被处理。

2.18.3.2. 泰案联只能够处理 BMP 或 JPG 格式的图片和图表。图片大小不得超过 600 x 400 px。徽标大小不得超过 130 x 90 px。

2.18.3.3. PDF 文档必须至少有德语、英语、西班牙语、法语、意大利语、汉语和荷兰语版本其中之一。

2.18.3.4. 图片、文档和文本模块必须分配有客户的产品编号和（如果涉及）产品车辆链接。

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

2.18.3.6. 标识尺寸和单位时，必须注意，也必须标注尺寸/单位规范（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）。

2.19. **Trade Brands**

2.19.1. **服务内容**

2.19.1.1. 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 TecAlliance 目录数据格式，以便在获得客户许可后公布在涉及客户的 TecAlliance 网络服务中。泰案联所提供的具体服务由服务说明和要约确定。

2.19.1.2. Trade Brands 范围内的服务仅提供给与泰案联就 TecDoc Catalogue White Label 或 TecDoc Catalogue Data 网络服务签订了有效合同的客户。

2.19.1.3. 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。

2.19.1.4. 泰案联会对客户的产品数据进行分级和分类并纳入到泰案联产品数据分级系统中。必要时，必须首先在泰案联参考数据中创建在泰案联产品数据分级系统中不存在的常规产品和/或属性。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。

2.19.1.5. 仅在泰案联汽车数据库的基础上对客户的应用程序进行管理。必要时，必须首先在泰案联参考数据中创建在泰案联汽车数据库中必须首先在泰案联参考数据中创建在泰案联汽车数据库中不存在的汽车。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。

2.19.1.6. 在提供服务时，可能会使用非 100%覆盖的 OE 数据和/或链接。在这方面，客户应接受数据准备中缺失的 OE 号码和/或链接，以符合合同规定。

2.19.1.7. 根据本合同须履行的服务仅在要约中所提及的目标日期前有效，且包含一（1）次所述服务范围内的数据准备工作。

2.19.1.8. 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。泰案联无义务向客户告知借助了履约协助人。

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2.19.2. The customer's obligations to cooperate

2.19.2.1. In written 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. The actions of the contact person are considered to be the actions of the customer and will be binding on the customer.

2.19.2.2. 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.

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

2.19.2.4. 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.

2.19.2.5. 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.

2.19.3. Specifications regarding the data provided

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

2.19.3.2. 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.

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

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

2.19.3.5. File names may have no more than 30 characters and may not contain a period (.) as a character.

2.19.3.6. 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).

3. Special terms and conditions of business for TecRMI
3.1. Repair and Maintenance Data
3.1.1. Service content

3.1.1.1. 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.

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

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

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

3.1.2. Scope of use

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

3.1.2.2. The vehicles and activities are identified using the TecDoc Standard. The customer confirms that it is entitled to use the TecDoc Reference Data provided by TecAlliance.

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

3.1.2.4. Removal of any copyright notice from the database or database content is prohibited.

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

3.1.3. Customer obligations

3.1.3.1. The customer is obligated to display the "TecRMI inside" signet provided

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2.19.2. 客户合作义务

2.19.2.1. 客户以文字形式为泰案联指定一位项目负责人作为对口联系人，其将在常规工作时间内回复问题，且有权对有纠纷性质的问题作出决定。该联系人的行为视为客户的行为，将对客户发生约束力。

2.19.2.2. 客户须确保遵守要约中指定的提供日期。该日期之前，客户的数据必须至少已交至泰案联，以便于按期进行编辑。

2.19.2.3. 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。

2.19.2.4. 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，则泰案联无法再提供或无法再按期提供服务。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（无法验收数据、提供服务成本增加）并与其协商下一步措施。

2.19.2.5. 泰案联进行编辑后，将数据传输给客户以进行检查和批准。如果客户未在三（3）天内以文字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。

2.19.3. 针对所提交数据的规定

2.19.3.1. 泰案联只能处理逻辑性唯一数据记录。无法处理不同的书写方式或不一致或不可信的数据。

2.19.3.2. 泰案联只能够处理 BMP 或 JPG 格式的图片和图表。图片大小不得超过 600 x 400 px。徽标大小不得超过 130 x 90 px。

2.19.3.3. PDF 文档必须至少有德语、英语、西班牙语、法语、意大利语和荷兰语版本其中之一。

2.19.3.4. 图片、文档和文本模块必须分配有客户的产品编号和（如果涉及）产品车辆链接。

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

2.19.3.6. 标识尺寸和单位时，必须注意，也必须标注尺寸/单位规范（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）。

3. TecRMI 特殊商业条款
3.1. 修理和维护信息
3.1.1. 服务内容

3.1.1.1. 如果可行，所提供的数据也会来自于汽车制造商和进口商。各个国家的信息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在数据库中有明确标记。

3.1.1.2. 所提供的数据以约定的语言提供。

3.1.1.3. 泰案联保留在预先通知之后对接口结构进行更改的权利。

3.1.1.4. 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。

3.1.2. 使用范围

3.1.2.1. 客户的使用权包括要约中约定的模块、国家和语言。

3.1.2.2. 通过 TecDoc 标准识别汽车和工作。客户确认自己有权使用泰案联的 TecDoc Reference Data。

3.1.2.3. 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。

3.1.2.4. 禁止从数据库和数据库内容中将版权声明删除。

3.1.2.5. 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，则将此用户作为单独的用户进行对待、评估和计算。

3.1.3. 客户义务

3.1.3.1. 客户有义务将泰案联在缔结合同后提供的"TecRMI

TecDoc TecAlliance China Ltd.

TecCom 泰案联信息技术（上海）有限公司

TecRMI

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by TecAlliance after conclusion of the contract in colour or black and white on the homepage of the application or the medium in which the database is published. The logo may not be edited. Only the size of the logo may be altered, maintaining the aspect ratio, whereby the width may not be less than 100 pixels or 3 cm.

3.1.3.2. 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.

3.1.4. **Support**

3.1.4.1. Technical enquiries regarding the repair and maintenance information will be answered by TecAlliance Support during the following hours: Monday to Friday, 8:00 to 17:00 hours CET, excluding public holidays in Baden-Württemberg.

3.1.5. **Liability**

3.1.5.1. 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 based on inaccurate data and information provided by third parties to TecAlliance.

3.1.5.2. Liability for wilful intent and gross negligence shall remain unaffected in this respect. Liability shall be limited to EUR 1,500 per individual case, as far as it is legally possible.

3.1.5.3. 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.

3.1.5.4. In the event of a claim for compensation by the Customer, the following provisions must be observed. Should these provisions not be followed, TecAlliance GmbH 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.

3.1.5.4.1. Report in the event of damage

3.1.5.4.1.1. 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.

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

3.1.5.4.1.3. The damage report must include 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.

3.1.5.4.2. Further course of action

3.1.5.4.2.1. 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.

3.1.5.4.2.2. This notification may include: 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.

3.1.5.4.2.3. If an investigation of the case of damage by TecAlliance results in 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.

3.2. **Expert Hotline**

3.2.1. **Service content**

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

3.2.1.2. 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.

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inside"标志以彩色或黑白色格式显示于应用软件的初始页上或公布数据库的媒介上。不不可以对该标志进行编辑。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。

3.1.3.2. 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。

3.1.4. **支持**

3.1.4.1. 泰案联支持部门在以下时间内对维修和维护信息相关的技术咨询进行回复：周一至周五，中欧时间 8:00-17:00（巴登-符腾堡州的公共假期除外）。

3.1.5. **责任**

3.1.5.1. 创建数据、传输专业知识和 IT 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。

3.1.5.2. 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 1,500 欧元的额度。

3.1.5.3. 客户有责任在其使用了泰案联数据和信息的产品中作出相应的免责声明。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。

3.1.5.4. 如果客户提出损失赔偿要求，则必须遵循下列条款。如果不遵循这些条款，则泰案联将不支付任何赔偿，直到提供充分证据证明可能的不准确信息造成的损失。提交该证明的费用由索赔者承担。

3.1.5.4.1. 报告损失事件

3.1.5.4.1.1. 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。

3.1.5.4.1.2. 必须在知晓损失事件后立即、通常在二十四（24）个小时内，以文字形式向 support.wkh@tecalliance.net 发送电子邮件进行报告。

3.1.5.4.1.3. 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）；带有客户签名或订单发票的（可能导致损失的）工厂订单原件复印件；导致损失的零件的采购发票复印件；成本核算单和相关的损失结算单；汽车信息：品牌、型号、车型、功率、VIN、EZ、发动机编号。

3.1.5.4.2. 其他流程

3.1.5.4.2.1. 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。

3.1.5.4.2.2. 该反馈可能包括：泰案联批准维修和泰案联确认承担一定额度成本，或泰案联本身或泰案联委托第三方对所报告损失进行调查。

3.1.5.4.2.3. 如果泰案联进行的损失事件调查结果显示主张的权利要求是合法，则除了必要的维修成本外，泰案联应承担调查的所有费用和任何可核实的因为调查所致的延误而遭受的损失。另一方面，如果调查结果没有确认主张的权利要求的合法性，则泰案联有权要求报告损失、提出权利要求的客户承担与调查相关的费用。

3.2. **Expert Hotline（专家热线）**

3.2.1. **服务内容**

3.2.1.1. 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。

3.2.1.2. 提供服务期间发送给客户和热线用户的数据仅限用于客户的公司和热线用户。禁止客户将数据转交给第三方或披露该数据。

TecDoc TecAlliance China Ltd.　　**TecCom** 泰案联信息技术（上海）有限公司　　**TecRMI**　　**TecFleet** Commerzbank AG Shanghai Branch　　**JNPSoft**　　**OptiCat**

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

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

3.2.2.1. 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.

3.2.2.2. Enquiries from users that have not been correctly reported as per section 3.2.2.1. shall not be processed by TecAlliance.

3.2.2.3. Changes outside the monthly update as per section 3.2.2.1. shall be invoiced separately by TecAlliance.

3.2.3. **Liability**

3.2.3.1. 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.

3.2.3.2. 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.

3.2.3.3. Liability for wilful intent and gross negligence shall remain unaffected in this respect.

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

3.3. Service Book

3.3.1. **Conclusion of contract**

3.3.1.1. The TecRMI Service Book service can be ordered using an electronic order form.

3.3.1.2. The filling out and sending of the electronic order form are considered to constitute the customer's offer to conclude a contract for the TecRMI Service Book service.

3.3.1.3. 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 (confirmation of receipt). This does not constitute an acceptance of the customer's offer.

3.3.1.4. After TecAlliance has checked the order, the customer shall receive another e-mail that confirms the customer's order (order confirmation). This constitutes an acceptance of the customer's offer.

3.3.2. **Service content**

3.3.2.1. The content of the service is the provision of the "TecRMI Service Book" service by TecAlliance in accordance with the offer of the service description and the contractual provisions.

3.3.2.2. Entries in the electronic service log

3.3.2.2.1. Within the framework of the "TecRMI Service Book" service, TecAlliance shall, on behalf of the customer, enter the workshop services that have been provided by the customer into the vehicle manufacturers' electronic service log.

3.3.2.2.2. TecAlliance shall make these entries on behalf of and in the name of the customer.

3.3.2.2.3. TecAlliance is entitled to charge the customer for any costs incurred for the use of the vehicle manufacturers' electronic service logs.

3.3.2.3. Retrieval of the service log entries

Furthermore, TecAlliance shall provide the customer with the option of calling up all the service log entries for a vehicle that have been entered and can be viewed at the manufacturer's end.

3.3.2.4. It is a substantial contractual basis that the described services can only be provided by TecAlliance if the vehicle manufacturer offers an electronic service log and allows a service provider to make entries in the electronic service log, make subsequent corrections and call it up.

3.3.2.5. TecAlliance shall not be responsible for delays and disruptions that pertain to the provision of the service that do not lie within TecAlliance's sphere of influence.

3.3.3. **Customer obligations**

3.3.3.1. The customer authorises TecAlliance to take any and all actions on the vehicle manufacturers' portals which may be required in connection with the provision of the "TecRMI Service Book" service. This includes in particular, but not exclusively: Creation of a customer-specific email box, creation and maintenance of accesses, making entries, corrections, queries in the electronic service manuals, communication with the vehicle manufacturers.

3.3.3.2. If the customer has already gained access to the vehicle manufacturers' electronic service logs before conclusion of the contract, the customer is

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3.2.1.3. 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）。

3.2.2. **客户合作义务**

3.2.2.1. 为防止滥用或未经授权地使用热线对客户造成损失，客户须每月向泰案联发送一份采用泰案联指定的标准电子格式的授权用户名单。

3.2.2.2. 泰案联不会处理未根据第 3.2.2.1. 条进行报告的用户咨询。

3.2.2.3. 除根据第 3.2.2.1. 条每月一次的更新外，泰案联对其他更改收取费用。

3.2.3. **责任**

3.2.3.1. 由于主要采用手工工作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）准确的前提下，按照最佳知识水平进行对调查研究的信息回复、创建和交付。

3.2.3.2. 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。

3.2.3.3. 故意或重大失误责任不受此条款影响。

3.2.3.4. 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。

3.3. Service Book

3.3.1. **签订合同**

3.3.1.1. TecRMI Service Book 服务可通过电子订单形式下单。

3.3.1.2. 完成填写并提交的电子订单视为客户提出签订 TecRMI Service Book 服务合同的要约。

3.3.1.3. 泰案联收到订单后，客户收到一封电子邮件，其确认泰案联已收到订单，并列出订单的详细信息（订单收到确认）。订单收到确认并不代表接受客户的要约。

3.3.1.4. 泰案联检查完订单后，客户会收到另一封确认客户订单的电子邮件（订单确认）。订单确认即代表接受客户的要约。

3.3.2. 服务内容

3.3.2.1. 服务内容是泰案联根据服务说明的要约和合同条款提供"TecRMI Service Book"服务。

3.3.2.2. 录入到电子服务手册中

3.3.2.2.1. 泰案联将在"TecRMI Service Book"的服务范围内，代表客户在汽车制造商电子服务手册中录入客户所提供的车间服务。

3.3.2.2.2. 该登记由泰案联代表客户并以客户的名义进行。

3.3.2.2.3. 泰案联有权向客户收取因使用汽车制造商电子服务手册而产生的任何费用。

3.3.2.3. 服务手册条目的查询

此外，泰案联还为客户提供查询所有服务手册条目的服务，这些条目可供制造商查看并采集汽车情况。

3.3.2.4. 泰案联只有在车辆制造商提供电子服务日志并允许服务提供商在电子服务日志中进行记录、进行后续更正和调取的情况下才能提供所述服务，这是合同成立的实质性基础。

3.3.2.5. 对于非泰案联过错引起的与提供服务有关的延误和中断，泰案联概不负责。

3.3.3. **客户义务**

3.3.3.1. 客户授权泰案联代表客户并以客户的名义在汽车制造商的门户网站上执行所有与提供"TecRMI Service Book"服务相关的必要操作。该操作尤其包括但不限于以下内容：创建客户专用电子邮箱、创建和维护访问权限、在电子服务手册中进行登记、修改、查询，以及与汽车制造商进行沟通。

3.3.3.2. 如客户在签订合同前已对汽车制造商电子服务手册进行了相关访问，他有义务免费向泰案联提供访问相关信息（主动访问、访问

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TecCom

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obligated to provide TecAlliance with such access (active access, login data) free of charge.

3.3.3.3. The customer shall provide TecAlliance with the following data in an electronic form for each service that is provided and processed by TecAlliance in accordance with this contract:

Vehicle information: VIN, HSN/TSN, kilometre reading, initial registration date
Service data:Time of the service, work done, parts installed.
Data specific to the vehicle manufacturer: As per the vehicle manufacturers' request

The data should be transferred to TecAlliance at least two (2) working days before the expiry of any potential entry period that has been determined by the vehicle manufacturer.

3.3.3.4. This contract does not cover information that may optionally be captured in the vehicle manufacturers' digital service logs.

3.3.3.5. TecAlliance shall process the data provided by the customer in the form in which it was transferred. The customer shall be exclusively responsible for the correctness of the data. TecAlliance assumes no liability in this respect.

3.3.3.6. After successful entry, the customer is obligated to download the vehicle manufacturer's original report in the DSB portal and to check the content for correctness. Any errors must be reported without delay. TecAlliance is not liable for any errors that are reported late.

3.3.3.7. In case of termination of the contract, TecAlliance shall provide the customer free of charge all access data for the electronic service logs of the vehicle manufacturers that were created for the customer order. The customer is obligated to transfer this access information to itself or a third party within eight (8) weeks after termination of the contract.

3.3.3.8. If the obligations that are to be discharged by the customer in accordance with this section are not discharged, or if they are not discharged in a timely manner, or if they are not discharged in full, TecAlliance shall not be bound to the agreed-upon service level. In such a case, TecAlliance shall be entitled to bill the customer separately for any occurring extra expenses.

3.3.4. **Payment Terms**

3.3.4.1. The utilisation of the "TecRMI Service Book" service is subject to the condition that the customer issues TecAlliance an effective SEPA direct debit mandate and maintains this throughout the duration of the contract. Other payment types are not offered.

3.3.4.2. The utilised services shall be billed at the end of each month.

3.3.4.3. The customer is obligated to ensure that sufficient funds are available in the settlement account. If the payment is collected from a third party account, the customer shall immediately inform the third party account holder of the time and amount of the announced payment. If the debit is not honoured, TecAlliance is entitled to claim the costs for non-payment (returned debit note fees) insofar as the customer is responsible for this. The customer shall be free to provide proof that no damage has occurred or that the damage was not in the claimed amount.

4. **Special terms and conditions of business for TecCom**

4.1. **Brand partner licence**

4.1.1. **Service content**

4.1.1.1. By concluding the contract, the customer acquires the right as a manufacturer of products for the independent automotive aftermarket to sell its products on TecCom. The use of the TecCom modules and of services are based on separate contractual conditions.

4.1.1.2. TecAlliance provides the customer with suitable basic software and documentation to connect its ERP systems to TecCom and enable communication between the customer and its buyers.

4.1.1.3. The customer is authorised to communicate its participation on TecCom by using one of the signets provided by TecAlliance.

4.1.1.4. The customer is entitled to participate in working groups set up by TecAlliance for the purpose of further developing TecCom.

4.1.1.5. Unless otherwise agreed, the provisions above also apply to Affiliated Companies.

4.1.2. **Customer obligations**

4.1.2.1. The customer shall provide TecAlliance with a qualified contact person and a representative in written form. These shall be available to answer questions during normal business hours and authorised to make decisions on contested issues. The actions of this contact person are considered to be the actions of the Customer and are binding on the Customer.

4.1.2.1.1. 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.

数据）。

3.3.3.3. 对于泰案联根据本合同进行的每项服务和操作，客户应以电子形式向泰案联提供以下数据：

车辆数据：VIN、HSN/TSN、里程数、首次许可日期
服务数据：服务的时间点、已进行的工作、已安装的零件。
汽车制造商的数据：根据具体汽车制造商要求

该数据必须最晚在汽车制造商规定的录入期限到期前两（2）个工作日传送给泰案联。

3.3.3.4. 在汽车制造商的数字服务手册中采集的可选信息不属于本合同的组成部分。

3.3.3.5. 客户提供的数据由泰案联以与传输数据相同的方式进行处理。数据的正确性由客户全责承担。泰案联在这方面无需承担任何责任。

3.3.3.6. 客户有义务在成功录入后从 DSB 门户网站下载汽车制造商的原厂报告，并检查内容的正确性。如发现任何错误，必须立即上报。泰案联对逾期上报的错误不承担任何责任。

3.3.3.7. 结束合同的情况下，泰案联应免费向客户提供所有受客户委托而创建的汽车制造商的电子服务手册的访问数据。客户有义务在合同终止后 8 周内将这些访问信息传输给自己或第三方。

3.3.3.8. 如客户未履行、未按时履行或未完全履行本节规定的义务，泰案联则不受约定的服务等级协议的约束。这种情况下，泰案联有权要求客户支付任何额外支出。

3.3.4. **付款条件**

3.3.4.1. 使用"TecRMI Service Book"服务的前提条件是，客户在合同存续期间持续授予泰案联有效的 SEPA 直接借记授权。不提供其他支付方式。

3.3.4.2. 所使用的服务应在每个月末结账。

3.3.4.3. 客户有义务确保结账账户内有足够的余额。如从第三方账户划款，客户应立刻告知第三方账户持有人计划的划款时间和金额。如出于客户原因，直接借记未能成功兑付，则泰案联有权要求支付为兑付的费用（返还借记费用）。客户无需对未发生的或未达到索赔金额的损失进行举证。

4. **TecCom 特殊商业条款**

4.1. **品牌合作伙伴许可证**

4.1.1. **服务内容**

4.1.1.1. 签订合同后，客户有权以汽车独立售后市场产品制造商的身份在 TecCom 上出售其产品。对 TecCom 模块和服务的使用是基于单独的合同条件。

4.1.1.2. 泰案联为客户提供适当的基础软件和文档，以将客户的 ERP 系统与 TecCom 整合到一起，并便于客户及其买家进行沟通。

4.1.1.3. 客户有权使用泰案联提供的标记来告知其已加入了 TecCom。

4.1.1.4. 客户有权加入泰案联为进一步开发 TecCom 而创建的工作组。

4.1.1.5. 如果没有其他约定，则上述条款也针对客户的关联公司适用。

4.1.2. **客户义务**

4.1.2.1. 客户以书面形式为泰案联指定一位有资质的对口联系人，其将在常规工作时间内回复问题，且有权对争议问题作出决定。该联系人的行为视为客户的行为，对客户具有约束力。

4.1.2.1.1. 客户有义务对提供给他或其买家的数据的正确性、完整性和现实性进行仔细检查。泰案联在这方面不承担责任。

4.1.2.2. **Fees**

4.1.2.2.1. 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.

4.1.2.2.2. The decisive factor for calculating fees is the customer's consolidated turnover that the customer has generated in the automotive aftermarket in the business year preceding the invoicing.

4.1.2.2.3. 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 10th of January at the latest. The Customer shall guarantee the authenticity of the turnover figures it provides.

4.1.2.3. **Data exchange**

The customer agrees that the company data it saves on TecCom may be made accessible to other licensed TecCom participants.

4.1.2.4. **Term of contract**

Deviating from what is specified in clause 1.8.3., the minimum contractual period is three (3) years.

4.2. **Connect 5**

4.2.1. **Scope of service**

4.2.1.1. In certain cases, TecAlliance provides the customer with a local software to be installed in order to connect the customer's systems to TecCom.

4.2.1.2. The software will be made available to the customer as a download.

4.2.1.3. 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.

4.2.2. **Rights of use**

4.2.2.1. 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.

4.2.2.2. 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.

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

4.2.3. **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.

4.3. **Order Module**

4.3.1. **Service content**

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

4.3.1.2. The software will be continuously 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.

4.3.2. **Rights of use**

4.3.2.1. The software and the included databases are protected by copyright law and other intellectual property laws. 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.

4.3.2.2. 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 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.

4.4. **Order module packages**

4.4.1. Users can order various packages to expand the functional scope of the module via the Order module user 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.

4.4.2. **Conclusion of contract**

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

4.4.2.2. 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).

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

4.1.2.2. **费用**

4.1.2.2.1. 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。

4.1.2.2.2. 费用计算的决定性因素是客户在发票开具之前的那一个财年在汽车独立售后市场所取得的综合营业额。

4.1.2.2.3. 每年根据营业额相关数字调整年费。 客户有义务最迟在 1 月 10 日前以书面形式向泰案联报告相关的营业额。客户应保证其提供的营业额的真实性。

4.1.2.3. **数据交换**

客户同意将他在 TecCom 中录入的企业数据公布给 TecCom 中其他获得许可证的用户。

4.1.2.4. **合同存续时间**

与第 1.8.3 条不同，最短合同存续时间为三（3）年。

4.2. **Connect 5**

4.2.1. **服务范围**

4.2.1.1. 特定情况下，泰案联为客户提供需要本地安装的软件，用于将客户的系统与 TecCom 整合到一起。

4.2.1.2. 为客户提供该软件的下载版本。

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

4.2.2. **使用权**

4.2.2.1. 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。

4.2.2.2. 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。

4.2.2.3. 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。

4.2.3. **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。

4.3. **Order Modul（订单模块）**

4.3.1. **服务内容**

4.3.1.1. 泰案联通过网络远程访问的方式（Software as a Service, SaaS）为客户提供软件以便使用。

4.3.1.2. 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。

4.3.2. **使用权**

4.3.2.1. 软件和包含的数据库受《著作权法》和其他知识产权法律的保护。该软件及其中所含数据库的版权、专利权、商标权和所有其他辅助版权仅归泰案联所有。如果存在第三方权利，则泰案联享有相应的使用权。

4.3.2.2. 在本合同确定的范围内，泰案联为客户授予简单的、时间上在本合同存续期间有效、不可转让且不可转许可、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。

4.4. **Order Modul Packages（订单模块包）**

4.4.1. 通过订单模块的界面，客户可以订购不同的组合包来扩展模块的功能范围。各个功能范围的详细信息参见其中保存的服务说明。在订购结束时向用户显示各组合包的价格和有效期。

4.4.2. **签订合同**

4.4.2.1. 客户每次订购都视为客户向泰案联发出就所订购组合包订立合同的要约。

4.4.2.2. 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，其确认订购送达至泰案联并列出订购的详细信息（订单确认）。

4.4.2.3. 确认订单即代表客户接受要约。

4.4.3. Trial period

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

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

4.4.4. Term of contract

Deviating from what is specified in clause 1.8.3., the minimum contractual period is one (1) year.

4.5. ERP Module (SAP/Dynamics365)

4.5.1. The service content is the development of a connection from the customer's ERP system (SAP/Dynamics365) to TecCom.

4.5.2. With the authorization of TecAlliance, the customer is entitled to use the object code and the source code of the connection, limited to the term of the contract and the scope of the project.

4.5.3. In the case of termination of this contract – for whatever reason – the use of the object code and the source code shall be discontinued and all copies existing at the customer shall be deleted.

4.6. Transaction fees

4.6.1. Transaction fees for customers (manufacturers and buyers)

4.6.1.1. The customer (manufacturer) shall pay transaction fees to TecAlliance for the use of the Order Module.

4.6.1.2. If the customer (buyer) uses the Order ModFule to display the availability of products for third parties (online store etc.), the customer (buyer) shall pay the transaction fees to TecAlliance.

4.6.2. Services rendered and basis of calculation

4.6.2.1. All transactions (inquiries, orders) are subject to fees.

4.6.2.2. Transactions for previously defined test organisations are not counted and are not subject to fees. The use of test organisations for production purposes is prohibited.

4.6.3. Third party providers (GB, IE, FR)

4.6.3.1. Transactions with customers (buyers) located in the United Kingdom, Ireland, the British Crown Dependencies, France and the French Overseas Territories are explicitly excluded from the agreement and are not subject to the above transaction fees.

4.6.3.2. This service is explicitly not provided and/or invoiced by TecAlliance.

4.6.3.3. Transactions with these customers (buyers) require separate contracts with third-party providers in the respective countries.

4.7. e-invoicing Module

4.7.1. The customer is responsible for the accuracy, completeness and legal conformity of the content in the transferred data and PDF invoice files.

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

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

4.8. Implementation Services

4.8.1. Service content

4.8.1.1. The scope of services is the provision of consulting and implementation services for TecCom.

4.8.1.2. The services in this section shall be rendered in Chinese or English .

4.8.2. The customer's obligations to cooperate

4.8.2.1. 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. In this regard, the customer shall provide TecAlliance in text form with the name of a 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. The actions of this contact person are considered to be the actions of the Customer and are binding on the Customer.

4.8.3. Liability

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

4.8.4. Service quotas

Services, as defined in this section, can be offered as service quotas. Deviating from what is specified in clause 1.5, invoicing is performed on a monthly basis according to the one-off services used.

4.4.3. 试用期

4.4.3.1. 首次订购组合包时，泰案联为客户提供为期 14 天的免费试用期。

4.4.3.2. 试用期内客户无需告知理由便可随时退掉该组合包。

4.4.4. 合同存续时间

与第 1.8.3 条不同，最短合同存续时间为一（1）年

4.5. ERP 模块（SAP/Dynamics365）

4.5.1. 服务内容是对客户的 ERP（SAP/Dynamics365）和 TecCom 之间的连接进行开发。

4.5.2. 在合同存续期间且仅限于项目范围内在泰案联的授权下客户有权使用目标代码和连接源代码。

4.5.3. 无论出于何种原因，合同终止的情况下，应立刻停止使用目标代码和源代码，并立刻删除客户处所有现存的副本。

4.6. 交易费

4.6.1. 面向客户（制造商和买方）的交易费

4.6.1.1. 使用订单模块的手续费由客户（制造商）向泰案联支付。

4.6.1.2. 如客户（买方）使用订单模块为第三方（在线商店等）显示产品的可用性，交易费由客户（买方）向泰案联支付。

4.6.2. 所提供的服务和计算基础

4.6.2.1. 所有交易（查询、订单）都需要付费。

4.6.2.2. 前面定义的测试机构的交易不包含在内，因此无需付费。禁止利用测试机构进行生产。

4.6.3. 第三方供应商（GB,IT FR）

4.6.3.1. 与位于英国、爱尔兰、英国皇家属地、法国和法属海外领土的客户（买方）进行的交易明确排除在协议之外，无需支付上述手续费。

4.6.3.2. 该项服务明确不由泰案联提供和/或开具发票。

4.6.3.3. 与上述客户（买方）的交易需要与各自国家的第三方供应商额外签订单独的合同。

4.7. 电子发票模块

4.7.1. 客户对所提供数据和 PDF 发票文件内容的正确性、完整性和法律合规性负责。

4.7.2. 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和法律合规性。此条对于所提供结构化数据组和 PDF 发票文件之间的身份识别也同样有效。

4.7.3. 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。

4.8. 实施服务

4.8.1. 服务内容

4.8.1.1. 服务内容是提供 TecCom 范围内的咨询和实施服务。

4.8.1.2. 根据本章节提供的服务仅以汉语或英语提供。

4.8.2. 客户合作义务

4.8.2.1. 客户有义务为泰案联创建功能正常、永久有效、符合最新技术水平的访问泰案联服务器的访问端口（直接访问）。访问权限由泰案联与客户协调确定。为此，客户以书面形式为泰案联指定一位通晓英语或汉语的项目负责人作为对口联系人，其将在常规工作时间内回复问题，且有权对有纠纷的问题作出决定。该联系人的行为视为客户的行为，对客户具有约束力。

4.8.3. 责任

4.8.3.1. 泰案联对于根据本章节所提供服务相关的数据丢失事件所承担的责任仅限于客户根据涉及的风险进行定期备份所发生的常规修复费用。

4.8.4. 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 1.5 条不同，根据应收款的单项服务每月开具一次发票。

5. **Special terms and conditions of business for TecFleet**

5.1. **SMART (TecCOO)**

5.1.1. **Service content**

5.1.1.1. TecAlliance shall provide the customer with the use of the software via remote access through the Internet (software as a service, SaaS). The software is accessed via a web portal or web service.

5.1.1.2. Details of the software provided can be found in the specification of service and the offer.

5.1.2. **Rights of use**

5.1.2.1. The customer recognises the copyright held by TecAlliance to the data, information and systems, which are provided within the framework of this Agreement and/or data, information and systems, which they may become aware of in this context. TecAlliance holds all license and usage rights for the data/software used.

5.1.2.2. The usage right extends to the market area of the countries selected in the offer.

5.1.2.3. The data must always be retrieved via the web service provided by TecAlliance. Intermediate storage of the data or information at the customer's premises and the associated multiple use of the data is expressly prohibited.

5.1.2.4. Any use and further use that goes beyond the contractual use is subject to separate consent.

5.1.2.5. The customer must ensure that unauthorised third parties as well as persons who have left the company are not able to use the data and information.

5.1.3. **Claims for defects, liability**

5.1.3.1. TecAlliance shall rectify defects in the data content and the functions provided within a reasonable period of time after written description of the defect by the customer. If this is not possible, the customer may demand a pro rata reduction to the exclusion of any further rights. In the event of repeated significant defects, the customer may furthermore terminate the contract extraordinarily. A claim for defects is ruled out if it is based on circumstances for which the customer is responsible.

5.1.3.2. 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 based on inaccurate data and information provided by third parties to TecAlliance. Liability for wilful intent and gross negligence shall remain unaffected in this respect.

5.1.3.3. Furthermore, TecAlliance shall be liable in cases of ordinary negligence only for breach of an obligation compliance with which is of special importance for attaining the contractual purposes ("cardinal obligation"). For ordinary negligence, the extent of TecAlliance's liability is limited to contractually-typical, foreseeable damage and to the procurement price of licence (annual licence). In the event of initial impossibility, TecAlliance is liable only if he was aware of the hindrance to performance or was unaware of it due to gross negligence.

5.1.3.4. TecAlliance cannot accept any liability for the system compatibility of the customer's systems. The customer is responsible for checking the usability of the data provided by means of the supplied database files and the .Net assembly for accessing the databases before concluding the contract. By concluding the contract, the customer confirms that it has carried out a corresponding check. Any adjustments to the format or the web services are not part of this Agreement and must be separately ordered by the customer. Any lack of usability or restricted usability (possibly due to inadequate system compatibility) or delayed integration or integration of the prepared data in the customer's application shall not release the customer from the obligations arising from this contract.

5.1.4. **Term and termination of the contract**

5.1.4.1. Deviating from what is specified in clause 1.8.3., the minimum contractual period is three (3) years.

5.1.4.2. Deviating from clause 1.8.3., the notice period for termination is six (6) months.

5.1.4.3. Deviating from clause 1.2.1.

5.1.5. **Advertising, brand usage, copyrights**

5.1.5.1. The contracting parties are permitted to use brands and product names of the contract partner for advertising purposes. For this purpose, the customer must provide TecAlliance with its company logo as a coloured vector graphic no later than two (2) weeks after conclusion of the contract.

5.1.6. The customer is obliged to mark the data originating from TecAlliance in its application with the TecAlliance logo and the claim "TecAlliance inside". The respective Corporate Identity concept shall be taken into account and the publication of brands and their trademarks made in mutual agreement.

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5. TecFleet 特殊商业条款

5.1. SMART (TecCOO)

5.1.1. 服务内容

5.1.1.1. 泰案联通过网络远程访问的方式（Software as a Service, SaaS）为客户提供软件以便使用。通过一个门户网站或一项网络服务访问上述软件。

5.1.1.2. 所提供软件的详细信息由服务说明和要约确定。

5.1.2. 使用权

5.1.2.1. 客户承认泰案联享有合同框架内提供的和/或已知的数据、信息和系统的所有版权。泰案联享有所使用的数据/软件的所有许可证权和使用权。

5.1.2.2. 使用权涵盖在要约中所选国家的市场区域。

5.1.2.3. 检索数据必须始终通过泰案联提供的网络服务进行。明确禁止将数据或信息临时存储在客户处，也禁止与此相关的数据多重使用。

5.1.2.4. 任何超出合同规定用途的使用和进一步使用都必须经过额外的批准。

5.1.2.5. 客户必须确保未经授权的第三方以及已离职的员工无法使用数据和信息。

5.1.3. 缺陷索赔，责任

5.1.3.1. 泰案联应在客户递交缺陷书面说明后合理期限内对数据内容和所提供功能的缺陷进行补救。如缺陷无法补救，客户可在放弃进一步权利的前提下要求按比例减少费用。如果反复出现重大缺陷，客户还可以提前终止合同。如缺陷是由客户造成的，则不得提出索赔。

5.1.3.2. 创建数据、传输专业知识和执行 IT 技术流程期间，虽然经过仔细的工作和规划，也不能总是排除不正确的信息或结果。因此，在来源数据（例如：制造商信息）准确的前提下，按照尽可能的了解进行创建和交付。因此，对于由于第三方向泰案联提供的不准确的数据和信息而导致不准确的信息或结果，泰案联对此不承担任何责任。故意或重大失误责任不受此条款影响。

5.1.3.3. 此外，泰案联只有在违背对实现合同目的特别重要的义务（"主要义务"）的情况下，才会对一般过失承担责任。泰案联对一般过失的责任额度应限于合同中典型的可预见的损失且以许可证（年度许可证）的购买价格为上限。泰案联对自始履行不能的情形仅在意识到履约障碍或由于重大过失而未意识到履约障碍的情况下承担责任。

5.1.3.4. 泰案联对客户的系统兼容性不承担任何责任。客户有责任在签订合同前检查通过提供的数据库文件和访问数据库的 .Net 程序集所提供的数据的可用性。客户签订合同即视为已进行了相应的检查。对格式或在线服务的任何调整都不是本协议的组成部分，必须由客户额外进行订购。缺失或受限的可用性（如由于系统兼容性不足）或延迟将所提供的数据整合以及嵌入到客户的应用程序中，都不应解除客户在本合同下的义务。

5.1.4. 合同存续期间，合同终止

5.1.4.1. 与第 1.8.3 条不同，最短合同存续时间为三（3）年。

5.1.4.2. 与第 1.8.3 条不同，通知解约的期限为六（6）个月。

5.1.4.3. 与第 1.2.1 点不同。

5.1.5. 广告，商标使用，版权

5.1.5.1. 允许合同双方出于广告目的使用合同相对方的商标和产品名称。为此，客户必须最迟在合同签订后的两（2）周内向泰案联提供其公司徽标的彩色矢量图。

5.1.6. 客户有义务在其应用程序中使用 TecAlliance 徽标和"TecAlliance inside"声明来标明源自泰案联的数据。在此过程中，必须考虑到相应的企业形象理念，并且在发布商标及其标志前应事先征得对方的同意。

TecDoc   **TecCom**   **TecRMI**   **TecFleet**   **JNPSoft**   **OptiCat**

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银行账号：147680246601CNY

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However, the contractual partner must be notified in good time of any intention to use the data. It is not necessary to obtain consent for use separately.

5.2. QUICK (TecAudit)

5.2.1. Service content

5.2.1.1. TecAlliance provides the customer with the web-based comparison system QUICK by way of remote access via the Internet as a software-as-a-service.

5.2.1.2. Details of the software provided can be found in the specification of service and the offer.

5.2.2. Customer obligations

5.2.2.1. The customer shall support TecAlliance in obtaining the necessary country-specific data and prices from the manufacturer or importer. If available, TecAlliance will receive so-called pre-launch data and information in order to be able to integrate this into the TecAlliance solution as early as possible, ideally before the product is launched.

5.2.2.2. All technical discussions and documentation of definitions are conducted and recorded in English.

5.2.2.3. The licensee is responsible for the training of the service partners, their acquisition as well as for the hotline.

5.2.3. Rights of use

5.2.3.1. The customer is granted the non-exclusive right, limited to the duration of the contract, to use the software to achieve the objectives set out in the contract. The licence is granted for the following areas of use: Inspection and use of the system, inspection and printing of claims, establishment of rules and basic configuration.

5.2.3.2. Any reproduction, dissemination or public communication of the online database or any part thereof that is essential to the framework or scope requires the prior consent of TecAlliance if it goes beyond the scope of the contract. The repeated and systematic reproduction, dissemination or public communication of parts of the database that are not essential to the scope or extent shall be deemed equivalent to the reproduction, dissemination or public communication of a part of the database that is essential to the scope or extent, insofar as these processes run counter to normal use of the database or impair the interests of TecAlliance. In particular, the customer shall not be entitled to use the database to create its own database in electronic or other form. The parties agree that TecAlliance shall provide the customer and the service partners with an interface as part of the software, which the customer and the service partners can and may use to record, store, duplicate, distribute and openly reproduce data that they require for their own billing system. In this regard, the customer is responsible for any necessary adjustments to the interfaces.

5.2.3.3. TecAlliance and the customer agree that if the TecAlliance contract solution is delivered under the customer's brand name (labelling), TecAlliance's copyright claims shall remain unaffected. The customer may not permit, organise or develop any further use of the TecAlliance contract solution after termination of the contract. Insofar as the customer merely acts as a system supplier in such cases, it shall not receive any ownership rights to the database, the data or other results obtained through an evaluation of the database. Created logs and individual evaluations of the fleet may be used by the customer even after termination of the contract, provided that the system does not have to be subjected to any EDP.

5.2.4. Copyright/confidentiality

5.2.4.1. TecAlliance has sole property rights of the software. The software used is protected by copyright in accordance with the provisions on the protection of computer programs. Copyright protection extends in particular to the program code, the content and graphic documentation, the appearance, structure and organisation of the program files, the program names, logos and other representations found in the software.

5.2.4.2. TecAlliance assures that the software used, including the data package and the programme library, is free of third party rights or that the necessary sub-licences or authorisations have been acquired. If third parties assert such rights, TecAlliance shall do everything in its power to defend the application at its own expense against the asserted rights of third parties. The customer shall immediately notify TecAlliance in writing of the assertion of such rights by third parties and shall grant TecAlliance all powers and authority necessary to defend the application against the asserted rights of third parties.

5.2.4.3. The customer is obliged to use the supplied data as well as the associated TecAlliance-related know-how exclusively to achieve the objectives enshrined in the contract. Any complete or partial transfer of data and know-how that goes beyond the purpose of the contract requires the prior written consent of TecAlliance. Any form of complete or partial resale, labelling, creation of new software, marketing under a different name or sale of data and systems that goes beyond the scope of the contract requires the prior written consent of TecAlliance.

任何使用数据的意图都必须及时告知合同方。无需单独额外获得使用许可。

5.2. QUICK（TecAudit）

5.2.1. 服务内容

5.2.1.1. 泰案联通过网络远程访问的方式（Software-as-a-Service）为客户提供基于网络的比较系统 QUICK 以便使用。

5.2.1.2. 所提供软件的详细信息由服务说明和要约确定。

5.2.2. 客户义务

5.2.2.1. 客户应协助泰案联从制造商或进口商处获得特定国家的必要数据和价格。如有可能，泰案联应收到所谓的试生产数据和信息，以便能够尽早，最好是在产品上市之前，将其整合到泰案联的解决方案中。

5.2.2.2. 所有技术讨论和定义记录均以英语进行和记录。

5.2.2.3. 许可证持有者负责培训服务伙伴、确保其习得技能并负责管理热线电话。

5.2.3. 使用权

5.2.3.1. 客户获得该软件非排他性、在本合同存续期间有效的有限使用权，用于实现合同中确立的目标。该许可证的使用范围如下：审查和使用系统、审查和提出索赔、设置规则和基本配置。

5.2.3.2. 复制、传播或公开交流任何对于框架或范围至关重要的在线数据库的全部或部分，如超出合同范围，应事先征得泰案联的同意。如在重如在重复性、系统性地复制、传播或公开传播对于框架或范围不重要的数据库内容的过程中对数据库的正常使用造成影响或对泰案联的利益造成损害，那么该行为视同于复制、传播或公开转发任何对于框架或范围至关重要的数据库内容。尤其是客户无权使用该数据库创建自身的不论是电子形式还是其他形式的数据库。经合同双方同意一致决定，泰案联向客户和服务合作伙伴提供一个软件接口，客户和服务合作伙伴可以并且可以使用该接口记录、存储、复制、传播和公开复制其自身计费系统所需的数据。并且，客户负责对接口进行任何必要的调整。

5.2.3.3. 经泰案联和客户双方协商一致，以客户的品牌名称（标签）提交的泰案联合同解决方案不得影响泰案联的版权主张。客户不得合同终止后允许、组织或开发任何进一步使用泰案联合同解决方案的行为。如客户在这种情况下仅作为一个系统供应商，则不能获得数据库、数据或通过评估数据库获得的其他结果的任何所有权。合同终止后，且在系统无需进行任何计算机处理的前提下，客户仍可继续使用创建的记录和对车队的单独评估。

5.2.4. 版权/保密性

5.2.4.1. 该软件是唯一持有人是泰案联。所使用的软件根据计算机程序保护规定受版权保护。版权保护尤其涵盖程序代码、内容和图形文件、程序文件的外观、结构和组织、程序名称、标志和软件中的其他描述。

5.2.4.2. 泰案联保证使用包括数据包和程序库在内的软件不会侵犯第三方权利，以及已获得必要的分许可或授权。如第三方主张泰案联侵权，泰案联将倾其所能自费保护应用程序免受第三方主张权利所影响。客户应立即以书面形式将相关第三方权利的主张通知泰案联，并应授予泰案联所有必要的授权和许可，以抗辩反对第三方主张权利。

5.2.4.3. 客户有义务仅将所提供的数据以及与泰案联相关的技术诀窍用于实现合同中确立的目标。转发任何超出合同目的的数据和技术的全部或部分都应事先征得泰案联的书面同意。任何形式的全部或部分转售、贴标、创建新软件、以其他名称进行营销或出售数据和系统，如超出合同范围，应事先征得泰案联的书面同意。

5.2.4.4. Both parties must agree on details of origin or publishers before publication. In principle, the contracting parties are however entitled to use trademarks and product names of the contracting party. In doing so, the respective CI concept must be taken into account and the trademarks and their emblems may only be published after agreement between both parties.

5.2.4.5. TecAlliance shall ensure that all data and information it receives from the customer (in particular data from the customer's FPM customers) are treated confidentially and are not passed on to unauthorised third parties and are handled in accordance with the requirements of the applicable data protection law. Furthermore, TecAlliance guarantees the security and confidentiality of this data both outside the system and inside the system, especially with regard to users who do not have access rights to the customer's data.

5.2.5. Liability and warranty

5.2.5.1. Even though the utmost care is taken in data collection and generation, know-how transfer and IT-related processes, it is not possible to completely avoid false information. The creation process of a product delivery by TecAlliance takes place with the best possible assurance of the correctness of the source data, i.e. the OE information. TecAlliance therefore excludes any liability based on incorrect data and information provided to TecAlliance by third parties. Liability for intent and gross negligence is not affected by this clause. Liability is in any case limited to the statutory provisions and to the value of the respective goods, services and data delivery. If TecAlliance uses subcontractors to fulfil its contractual obligations, it shall be liable in the same way as for the use of its employees.

5.2.5.2. TecAlliance excludes any liability for the interoperability of the systems. The customer undertakes to check the usability of the data supplied by TecAlliance via web services within its product and system environment before concluding the contract. By accepting the contract, the customer confirms that this process has been carried out successfully. Any adaptations of formats or online services are not the subject of this contract and must be commissioned separately by the customer. The unavailability, limited usability (e.g. due to system defects of the customer), delayed integration of provided data and information into the customer's application does not release the customer from its obligations described in this contract.

5.2.5.3. The limitation period for claims for damages against TecAlliance is one year from the beginning of the statutory limitation period.

5.2.5.4. Warranty claims or claims for damages must be notified to TecAlliance in text form within 14 days of knowledge of the reason for the respective claim.

5.2.5.5. If the customer violates the above obligation, any further assertion of warranty claims or claims for damages shall be excluded.

5.2.4.4. 公布前，双方必须就来源或出版商的信息达成一致。原则上，合同双方有权使用合约方的商标和产品名称。并且，必须考虑到各自的 CI 概念，而且只有在双方达成一致后才能公布商标及其标志。

5.2.4.5. 泰案联应确保其从客户处获得的所有数据和信息（尤其是来自客户的 FPM 客户的数据）得到保密处理，不得转发给未经授权的第三方，并按照适用的数据保护法的规定进行处理。此外，泰案联保证这些数据的安全性和保密性无论在系统外还是在系统内都得到保障，尤其是保证未得到客户数据访问权限的用户不得进行访问。

5.2.5. 责任和担保

5.2.5.1. 即使在数据收集和生成、技术诀窍转让和信息技术相关过程中最大程度谨慎行事，也不可能完全避免虚假信息。泰案联产品交付的创建过程是在尽可能保证源数据（例如 OE 信息）正确性的情况下进行的。因此，泰案联对任何基于第三方提供给泰案联的不正确数据和信息不承担任何责任。故意或重大失误责任将不受此条款影响。何种情况下，该责任都限于法律规定和相应货物、服务和数据交付的价值。如泰案联委托分包商来履行其合同义务，其责任与使用其雇员的责任相同。

5.2.5.2. 泰案联对系统的互操作性不承担任何责任。客户有责任在签订合同前检查泰案联通过网络服务在其产品和系统环境中所提供的数据的可用性。客户签订合同即视为已对此过程进行了相应的检查。对格式或在线服务的任何调整都不是本协议的标的物，必须由客户额外进行委托。不可用性、受限的可用性（如由于客户的系统缺陷）、延迟将所提供的数据整合以及嵌入到客户的应用程序中，都不应免除客户在本合同下的义务。

5.2.5.3. 对泰案联提出损害索赔的时效期为法定时效期开始后的一年内。

5.2.5.4. 担保索赔或损害索赔必须在获知相应的索赔原因的 14 天内以书面形式通知泰案联。

5.2.5.5. 如客户违反上述义务，则应排除任何与担保索赔或损害索赔相关的进一步主张。