

## GT ESTIMATE - TERMS AND CONDITIONS

YOU (“**LICENSEE**”) SHOULD READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING AND/OR USING GT ESTIMATE. YOU MAY NOT ACCESS AND/OR USE GT ESTIMATE UNLESS YOU HAVE PREVIOUSLY REPLIED TO THE EMAIL YOU HAVE RECEIVED FROM “GT MOTIVE LTD” WITH THIS ATTACHMENT AGREEING TO THE FOLLOWING TERMS AND CONDITIONS. SUCH REPLY WILL INDICATE YOUR CONSENT TO THE TERMS AND CONDITIONS AND YOUR ACCEPTANCE TO BE BOUND BY THEM TOGETHER WITH YOUR ACKNOWLEDGEMENT OF YOUR AUTHORITY TO DO SO IN YOUR OWN RIGHT OR ON BEHALF OF LICENSEE AND WILL CREATE A LEGALLY BINDING CONTRACT BETWEEN LICENSEE AND “GT MOTIVE LTD” ACTING IN ITS OWN NAME. IF YOU DO NOT AGREE WITH THE FOLLOWING, YOU SHOULD NOT PROCEED WITH THE ACCESS AND/OR USE OF GT ESTIMATE.

This Terms and Conditions (the “**T&C**”) shall govern the relation between LICENSEE and GT Motive Limited, with VAT number 843508133, domiciled at 1<sup>st</sup> Floor Lynton House, 7-12 Tavistock Square, London WC1H 9LT (“**GT MOTIVE**”) for the use of GT Estimate (the “**Product**”).

GT MOTIVE grants a personal, limited, non-exclusive, non-transferable, revocable license to use the Product, exclusively to retail repairers located in the UK with respect to repair jobs of specific vehicles registered in the UK, according to the conditions set out in these T&C (the “**Licence**”).

For the avoidance of doubt, the Licence includes the VIN Query module but excludes any other functionality or modules which are not available by default in the standard version of the Product, and any further services of GT MOTIVE.

GT MOTIVE will monitor the usage of GT Estimate (and its VIN Query module) to ensure reasonable use of the Product by LICENSEE.

YOU ARE NOT ELIGIBLE FOR THE LICENCE IF YOU ARE ALREADY A LICENCEE OF ANY GT MOTIVE’S PRODUCTS (DISTRIBUTED EITHER DIRECTLY BY GT MOTIVE OR THROUGH ANY OF ITS AUTHORIZED DISTRIBUTORS) OR IF YOU HAVE RECEIVED ANY INVOICE FROM GT MOTIVE OR FROM ANY OF ITS AUTHORIZED DISTRIBUTORS DURING THE LAST 60 DAYS.

- 1. CONFIDENTIALITY:** LICENSEE will keep strictly confidential any information coming to its knowledge (technical, technological, financial or of any other kind) owned or held by any other title by GT MOTIVE, including this T&C, either past, present or future, whether modified or unmodified by LICENSEE, regardless of whether such information is marked or designated as “Confidential Information” at the time of its disclosure.

LICENSEE undertakes confidentiality obligation particularly (but not limited to) respect to the information of GT MOTIVE database drawn directly from OEM catalogues and available to LICENSEE through the Product, which may include (among others) spare parts references and descriptions, repair times, labor information, local prices and painting operations.

Confidentiality obligations shall survive this T&C.

- 2. INTELLECTUAL PROPERTY:** LICENSEE represents that GT MOTIVE and/or the OEM are the sole owners of all Intellectual Property Rights with respect to all the services and information provided under the Product, and that this T&C does not entail the transfer of any of such Intellectual Property Right. In this respect, Intellectual Property rights include: (a) all copyrights, including moral rights, registrations and applications for registration thereof (including all renewals and extensions

thereof); (b) computer software programs, data and documentation; (c) database rights; (d) patents, patent applications and all related continuations, divisional, reissue, utility model, design patents, applications and registration thereof, certificate of inventions; (e) mask works and registration thereof; (f) trade secrets and proprietary information; know-how, manufacturing and product process and techniques, designs, prototypes, enhancements, improvements, work-in progress, research and development information, and (g) other proprietary rights relating to the foregoing.

All contents, layouts, logos and trademarks appearing in the Product remain with GT MOTIVE or their respective owners and are protected by Intellectual Property Rights. The permitted usage is limited to the usage explicitly granted under this T&C.

LICENSEE shall not tamper with, alter, remove, cover or hide any copyright notices or other Intellectual Property Rights notices placed in or on the Product or the OEM Data.

3. **PRICING:** LICENSEE shall not be charged by or pay anything to GT MOTIVE or any of its subsidiaries for the Licence, provided that the use of Licence remains reasonable and judicious under any given circumstances.
4. **TERM:** The Licence shall be effective from the first access to the Product (after agreeing to this T&C) and until 30<sup>th</sup> of June 2020, with no possibility of renewal nor automatic extension whatsoever. Under no circumstances shall LICENSEE access to the Product upon Licence's termination, including (but not limited to) the purposes of retrieving uploaded data.
5. **LIMITATION OF LIABILITY:** GT MOTIVE will be allowed to discontinue or avoid access to the Product for any reasons, including (but not limited to) non-reasonable use of the Product at GT MOTIVE's discretion, without entitlement to compensation for the LICENSEE.

GT MOTIVE does not guarantee that the OEM Data will be error-free, complete and up to date.

GT MOTIVE may modify the Product and its contents at its sole discretion.

GT MOTIVE shall not be liable for claims arising by third parties, loss of profits, consequential damages or any loss of data entered by LICENSEE in the Product.

6. **LICENSEE OBLIGATIONS:** Without prejudice to any other obligations due by statute or under this T&C, LICENSEE undertakes the following for the benefit of GT MOTIVE:
  - a) LICENSEE accepts that this T&C does not constitute title to access to the OEM Data information if it is not within the context of an estimate.
  - b) LICENSEE shall not copy, store or distribute the information provided by the Product. LICENSEE shall destroy all the information and material obtained through the Product upon termination of this T&C.
  - c) LICENSEE shall not tamper with, modify, reformat nor vary the contents, layout or display in any way, shape or form of the Product or the estimates and calculations provided. Specifically, but not exhaustively, LICENSEE may not suppress nor hide any GT MOTIVE logos or trademarks.
  - d) LICENSEE shall refrain to copy, store, distribute, revise, compile, decompile, reverse engineer, web scrap, copy or adapt the whole or any part of the Product, the OEM Data or any other property of GT MOTIVE.

- e) LICENSEE will be granted a unique single credential to access the Product within UK only by its direct employees and will ensure that no third parties can use the Product (including, among others, its subsidiaries, affiliates and shareholders). Should LICENSEE become aware of any unauthorized access to the Product, theft or loss of credentials, it shall contact GT MOTIVE as soon as possible.
- f) LICENSEE accepts that access or use, total or partial, to any information provided by GT MOTIVE in relation to this T&C, included confidential information, is prohibited unless expressly authorized herein.
- g) This T&C and all rights and duties herein are personal to LICENSEE and are not assignable, sub-contractable nor sub-licensable in whole or in part, by LICENSEE. The rights and duties hereunder may not be mortgaged, secured or otherwise encumbered.
- h) LICENSEE will be granted consent from its customers to accept transfer, processing and subcontracting of their personal data by GT MOTIVE according to the Appendix to this Terms and Conditions.
- i) LICENSEE shall keep GT MOTIVE harmless, compensating for all damages, including legal costs, against any loses and claims (including but not limited to product liability claims) asserted by third parties against GT MOTIVE as a result of breach of obligations set out in this Clause.

**7. TERMINATION:** In addition to any other possibility of termination set out in this Terms and Conditions, its Appendix and the Purchase Order, GT MOTIVE shall be entitled to terminate this T&C at any time, by notice in writing to LICENSEE in the event of:

- a) any grant or purported grant by LICENSEE of any assignment, sub-contract or sub-license of part or all of this T&C;
- b) any act of LICENSEE which in any way attempts to encumber or transfer, or, in fact, encumbers or transfers any of LICENSEE's rights and obligations hereunder;
- c) any change of control of LICENSEE as a result of the acquisition of a majority of the voting rights in LICENSEE by a single shareholder without the prior written consent of GT MOTIVE; or
- d) the provision of the Product to LICENSEE raises any legal or business risk for GT MOTIVE.

In addition, either Party shall be entitled to terminate this T&C at any time if the other Party is in material breach of this T&C, which breach is irremediable (or, if remediable, is not remedied by the defaulting Party within thirty days of being requested to do so by the other Party in writing).

Upon termination of the Licence, each Party shall forthwith destroy or, at the request of the other Party, return all information and materials belonging to the other Party in their or their contractors' possession, custody or control, including, but not limited to, all Confidential Information of the other Party. The foregoing does not include information which the LICENSEE may have uploaded into the Product and is available for his retrieving before the Licence's expiration date.

**8. PERSONAL DATA PROTECTION:** GT MOTIVE is the data controller of personal data belonging to the LICENSEE's representative who agreed to this T&C, as well as any other contact or personal data of its employees, collaborators or other third parties (such as workshops or car management companies) that LICENSEE or such interested parties may assign to GT MOTIVE.

The purpose of processing is the maintenance and control of the relationship established with LICENSEE to fulfill the purposes set out in this T&C.

The legal basis for processing is the performance of this T&C, as well as compliance with the legal provisions applicable to the data controller.

GT MOTIVE will not communicate personal data to third parties, except where applicable for the fulfillment of the obligations assumed under this T&C or required by applicable regulations.

The personal data collected will be kept for as long as the contractual relationship subject to this T&C is maintained. Thereafter, the data will be kept blocked during the limitation periods established by applicable law. GT MOTIVE will then proceed to erasure.

In case of providing personal data of any third party, LICENSEE must, prior to the communication of such data to GT MOTIVE, expressly inform such third parties of the processing of their personal data as agreed in this clause. Furthermore, LICENSEE guarantees compliance with any other obligation provided in the applicable regulations in such a way that GT MOTIVE will not have to comply with any other additional obligation.

Third parties whose personal data have been transferred to GT MOTIVE by LICENSEE may exercise their rights of access, rectification, deletion, portability, limitation and opposition to their processing, as well as not being subject of decisions based solely on the automated processing of their data, where applicable, with GT MOTIVE by sending their request to the notification address provided in this contract or by email to [enrique.garcia@gtmotive.com](mailto:enrique.garcia@gtmotive.com), attaching an ID soft copy.

For the processing of personal data where GT MOTIVE is a processor or sub processor and LICENSEE controller or processor, the Personal Data Processing Appendix shall apply.

- 9. GOVERNING LAW AND JURISDICTION:** This Terms and Conditions, its Appendix and the Purchase Order are governed by English Law. Both parties agree to submit any future disputes arising from this T&C to the Courts of London, UK.