

LICENCE TERMS

These licence terms (the "Licence Agreement") govern the use by Customer of the Car to Market Report ("CTM Report") or other result of consultancy works described in the Proposal ("Deliverables") created and/or provided by Autovista.

1. ORDERS

- 1.1 Customer may order Deliverables by signing the Order Form and/or submitting a purchase order referencing the Proposal, such Proposal being subject to these terms (each, an "Order"). Orders are subject to acceptance by Autovista. Autovista may accept an Order by notifying the Customer that it is beginning the creation of the Deliverable(s). Accepted Orders will be deemed to incorporate and be subject to this Licence Agreement only. All other terms and conditions contained in any Customer purchase order or other document not expressly referenced in this Licence Agreement shall be disappplied and shall have no effect.

2. DELIVERABLE TERMS

- 2.1 In consideration of the Fee set out in the Order, Autovista shall produce and supply the Deliverables in accordance with the specification contained within the Proposal referenced in the Order (the "Proposal"). Subject to clause 2.2 below, Autovista shall use commercially reasonable endeavours to provide the Deliverables by the estimated delivery date in the Proposal. For the avoidance of doubt, for the purposes of this clause, time is not of the essence.
- 2.2 Customer hereby agrees to provide Autovista with accurate information and data of the object of the study as detailed in the Proposal which may also include an inspection by Autovista ("Customer Data") by the agreed delivery dates (each a "Customer Delivery Date") and Customer understands and agrees that Autovista cannot create the Deliverables until Customer provides such Customer Data. If the Customer fails to provide the Customer Data by the applicable Customer Delivery Date and/or provides inaccurate or incomplete Customer Data, all other estimated delivery dates contained within the Proposal shall be delayed.
- 2.3 Upon Customer providing the Customer Data, Customer shall have 14 days to notify Autovista of any update to such data. Any update provided after this time shall not be used by Autovista for the Deliverable(s) unless a change order (which may incur an additional fee) is agreed by both parties in writing.
- 2.4 Autovista shall provide the Deliverables in the format specified in the Proposal. In addition to a PDF copy, Autovista shall endeavour to provide the Customer with interactive online access to the CTM Report for one year from the CTM Report being provided to the Customer without guarantee.
- 2.5 In providing Customer access credentials to the CTM Report online, Autovista grants access to the Deliverables subject to Customer complying with the terms specified in this Licence Agreement. The access credentials may only be assigned to employees of the Customer unless otherwise expressly set out in the Order or agreed in writing by Autovista (each a "Permitted User"). Customer shall remain liable for the actions of any Permitted User as if they were its own actions.

3. INVOICING AND PAYMENT

- 3.1 Autovista shall invoice the Customer all Fees specified in the Order under which the Deliverables are provided to the Customer. Invoices are payable within 30 days of the date of the relevant invoice in the currency stated in the Order. Fees are subject to VAT and any other tax or duty payable by Customer.
- 3.2 If Customer fails to make any payment when due, Autovista reserves the right to: (i) charge Customer any administration and bank charges, and interest (as well after as before judgment) from the due date until payment at the rate of 4% above the Bank of England base rate per annum or the maximum rate permitted by law, whichever is the lesser; (ii) suspend any and all licences granted to Customer until it has made payment in full; (iii) suspend online access to Deliverables until such time as all arrears have been settled; (v) return and/or destroy any copy of the Deliverables in Customer's possession or control; and/or (iv) terminate this Licence Agreement.

4. CONFIDENTIAL INFORMATION

- 4.1 Confidentiality in general.
 - 4.1.a For purposes of this Licence Agreement, "Confidential Information" shall mean all information which is marked with a restrictive notice or otherwise tangibly designated as proprietary or confidential; or, in the case of oral information, which either party knows or should know is being disclosed to it on a confidential basis; and which is furnished or revealed by the other party under or in contemplation of this Licence Agreement. For the purposes of this clause, Confidential Information shall include, but not be limited to, the terms of this Licence Agreement, the Fee and any information supplied by the Customer in the requirement file used to gather information about the subject of the Deliverable. Confidential Information shall remain the property of the disclosing party.
 - 4.1.b Unless authorised by the disclosing party in writing, such Confidential Information: (i) shall be treated in confidence by the recipient and used only for purposes of its performance under this Licence Agreement; (ii) shall only be revealed to employees, agents and sub-contractors of the recipient on a need-to-know basis necessary for them to perform their duties under this Licence Agreement; (iii) shall not be reproduced or copied in whole or in part, except as necessary for use as authorized herein; and (iv) shall, together with any copies thereof, be returned or destroyed when it is no longer needed or when this Licence Agreement terminates, whichever occurs first.
 - 4.1.c Each party shall impose the above obligation of confidentiality on their employees, agents and sub-contractors.
- 4.2 Notwithstanding clause 4.1, any and all business-related information provided by Autovista shall be deemed to be confidential information. Subject to clause 5 of this Licence Agreement, Customer shall: (i) keep the Deliverables and any information contained therein confidential and limit access to the Deliverables to Permitted Users; (ii) notify Autovista immediately if it becomes aware of any unauthorised use of or access to any Deliverables or confidential information by any third party; (iii) take all steps necessary to protect the confidential information or Intellectual Property Rights of Autovista in the Deliverables; and (iv) take all such steps as are necessary to ensure compliance by its employees, agents and sub-contractors with the provisions of this clause 4.
- 4.3 The conditions set out in this clause 4 do not apply to any part of the Confidential Information which is: (i) known to the receiving party free of any obligation to keep the information in confidence; (ii) generally available to the public or known in the industry, other than as a result of breach of confidentiality obligations or improper action by the receiving party (except that any compilation or amalgamation of otherwise public information in a form not publicly known shall be treated as Confidential Information); (iii) wholly

and independently developed by the receiving party (which can be shown by documentary evidence); or (iv) required to be disclosed by a court or governmental authority of competent jurisdiction.

5. DELIVERABLE LICENCE

- 5.1 Subject to payment of all applicable Fees and compliance with the terms of this clause 5 and any other licence terms and restrictions in the applicable Order, Autovista grants Customer a non-sublicenseable, non-transferable, sole licence to use the Deliverables for Customer's internal business purposes in perpetuity. Except for the Customer's national sales companies and importers, Customer shall not allow third parties access in any way to substantial or whole parts of the Deliverables. Except for the limited licence rights expressly granted in this Licence Agreement, Autovista reserves all rights in and to the Deliverables and any modifications thereto, including title, ownership, intellectual property rights, moral rights, and any other rights and interests.
- 5.2 Customer may use limited and insubstantial extracts from the Deliverables in external presentations and/or reports, provided always that (i) Customer ensures that such information is treated as confidential by the recipient, (ii) Autovista is appropriately referenced and designated as the creator, and (iii) such external reports and presentations shall not be provided to any competitor of Autovista. Customer will not otherwise distribute or copy the Deliverables to any external party without the express written consent of Autovista.
- 5.3 Customer may incorporate and use the Deliverables on any Customer platform.
- 5.4 Customer agrees not to: (i) decompile, disassemble, or reverse engineer the Deliverables; (ii) alter or modify the Deliverables; (iii) merge the online CTM Report with any other software; (iv) use, copy, sell, sublicense, lease, rent, loan, assign, convey or otherwise transfer the Deliverables except as expressly authorized by this Licence Agreement; (v) distribute, disclose or allow use of the Deliverables, in any format, through any timesharing service, service bureau, network or by any other means; or (vi) permit or encourage any third party to do any of the foregoing.
- 5.5 Where, in its sole discretion, Autovista has a reasonable suspicion of non-compliance by Customer with the Licence Agreement, Autovista (or any of its representatives or professional advisers, who are bound by professional obligations of confidentiality) shall have the right, on providing not less than 14 days' written notice to Customer, to conduct a remote audit of all computer systems used in connection with the Deliverables for the sole purpose of inspecting and copying any records or other information in any medium as strictly necessary to monitor Customer's compliance with the Licence Agreement, subject always to Customer's obligations of confidentiality to third parties and Customer's statutory obligations including applicable data protection and financial or insurance regulation secrecy obligations. In the event of material non-compliance by Customer being detected, Autovista shall be entitled to recover the costs of the audit.

6. THIRD PARTY RIGHTS

- 6.1 Autovista warrants that Deliverables do not infringe any intellectual property rights of any third party.
- 6.2 In the event of such a breach, Autovista may, at its expense, procure for Customer the right to continue exercising the rights granted hereunder with respect to the Deliverables or replace or modify the Deliverables at Autovista's sole expense to make Customer's exercise of its rights under the Licence Agreement non-infringing. The remedies foreseen in this clause 6.2 shall be the sole remedies available to Customer for breach of clause 6.1 above and Autovista shall have no further liability to Customer.

7. WARRANTIES AND LIMITATIONS

- 7.1 Autovista warrants that the Deliverables have been compiled using reasonable skill and care in accordance with good industry practice. Customer acknowledges that when estimating present and forecasting future values or providing any other information, Autovista will use reasonable skill and care, but that Autovista does not warrant the accuracy, completeness, or correctness of any particular values or data which Customer shall treat as guiding indications only.
- 7.2 Autovista gives no warranty as to (i) freedom from defects of information, or (ii) data supplied by third parties which is incorporated by Autovista into Deliverables and warrants only that it has used reasonable care to copy or import such information correctly from its original source, or (iii) that online access to the CTM Report in accordance with this Licence Agreement will be provided continuously and without error or interruption.
- 7.3 The warranties set out in this Licence Agreement are exclusive of and in lieu of all other warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise which relate to the quality, condition and fitness for any purpose of Deliverables.

8. LIMITATION OF LIABILITY

- 8.1 This clause 8 applies to Autovista's liability (including any liability for the acts and omissions of its employees, agents and sub-contractors) in respect of any breach of its contractual obligations arising under this Licence Agreement and in respect of any representation, statement or tortious act or omission including negligence and any other form of liability, **and Customer's attention is in particular drawn to the provisions of this clause 8.**
- 8.2 Autovista's liability to Customer will not be limited for (i) death or personal injury resulting from Autovista's negligence, (ii) fraud, (iii) wilful default or gross negligence, or (iv) any other matter for which liability cannot as a matter of applicable mandatory law be limited.
- 8.3 Subject to clause 8.2, Autovista's entire liability shall be limited to an amount equal to the aggregate of the Fees paid for the Deliverables from time to time.
- 8.4 Subject to clause 8.2, Autovista shall not be liable to Customer for (i) any loss of profits, business, anticipated savings, goodwill, data, or wasted expenditure and other such loss; or (ii) any type of special indirect or consequential loss or damage; in each case including loss or damage suffered by Customer as a result of an action brought by a third party and even if such loss was reasonably

foreseeable or Autovista had been advised of the possibility of Customer incurring the same except to the extent that such losses are expressly permitted pursuant to this Licence Agreement.

8.5 Autovista will not be liable to any person other than Customer in connection with this Licence Agreement or its subject-matter.

9. GOVERNING LAW

9.1 The Licence Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of its subject matter or formation shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

10. TERM & TERMINATION

- 10.1 The Licence Agreement shall enter into force on the date it is agreed by both parties and unless otherwise specified in the Order shall have an initial duration of 12 months from the delivery of the Deliverable(s) (the "Term").
- 10.2 The Licence Agreement may be suspended and/or terminated by notice in writing forthwith: (i) by Autovista, if Customer, having been sent a written reminder, fails to pay any sums payable under the Licence Agreement or any other debt due to Autovista within 30 days after the due date; (ii) by either party if the other commits any material breach of any term of the Licence Agreement which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request to remedy the same; (iii) by either party if the other convenes a meeting of its creditors or if a proposal is made for a voluntary arrangement or for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts or if a trustee receiver, administrator or administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up or bankruptcy of the other or for the making of an administration order (otherwise than for the purpose of a solvent amalgamation or reconstruction); (iii) by Autovista, if Customer breaches the data licence terms in clause 5 of this Licence Agreement, and has not within ten days of the date of a reasonably detailed written notice, cured all breaches of licence limitations or restrictions; and (iv) by Autovista, if Customer undergoes a change of control resulting in its assets being substantially owned by a company that Autovista reasonably deems a competitor, whether direct or indirect.
- 10.3 Any termination of the Licence Agreement, shall be without prejudice to any other rights or remedies a Party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either Party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination. which shall include, without limitation, clause 4 which shall survive termination of the Licence Agreement by either Party.

11. DATA PROTECTION

- 11.1 Both parties will comply with all applicable requirements of the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time (the "Data Protection Legislation"). This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

12. MISCELLANEOUS

- 12.1 Autovista may assign this Licence Agreement and any order hereunder to any of its affiliated entities or to any entity to which Autovista may sell, transfer, convey, assign or lease all or substantially all of the assets or material used in connection with the performance of its obligations hereunder. Autovista may subcontract any or all of the obligations to be performed by it hereunder, but will retain responsibility for the work.
- 12.2 Except as expressly permitted in clause 5.2, Customer shall not use Autovista's or any of its group's brand names, trademarks or logos externally without prior written consent from Autovista.
- 12.3 Neither party shall be liable for any loss or damage caused by delay or failure in the performance of any of its obligations under the Licence Agreement where the same is occasioned by a cause beyond its reasonable control. Should any such event occur the party in default shall forthwith give notice to the other detailing the circumstances and if a default shall continue for more than 6 weeks, then the other party shall be entitled to terminate the Licence Agreement by written notice. Neither party shall have any liability to the other party in respect of the termination of the Licence Agreement as a result of such an event.
- 12.4 Any notice to be given to a party under the Licence Agreement shall be effective if delivered via email to any email address specified in the Order or as may have been subsequently notified to the other party in writing.
- 12.5 Failure or delay by either party to exercise or enforce any rights will not be construed as a waiver of its rights under the Licence Agreement or otherwise. No waiver by a party of any breach of the Licence Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 12.6 If any provision (or part of a provision) of this Licence Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, that provision or part will be deemed deleted, and the validity of the other provisions of the Licence Agreement and the remainder of the provision in question shall not be affected thereby. The unenforceable provision shall be replaced with a provision that as closely as possible corresponds to the parties' envisaged economic intent (as the case may be)..
- 12.7 This Licence Agreement is the entire agreement and replaces all previous agreements and understandings between the parties relating to the Deliverables.