

**TecAlliance General and Product-Specific Terms and Conditions (GTC)**

Version 3.2; Effective as of: 01.04.2026

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

These GTC are divided into the following sections:

1. General Terms and Conditions (page 1)
2. Special Terms and Conditions for TecDoc (page 11)
3. Special Terms and Conditions for TecRMI (page 33)
4. Special Terms and Conditions for TecCom (page 39)

**1. General Terms and Conditions****1.1. Definitions**

**1.1.1. Business Day:** Weekdays Monday through Friday, except for legal holidays in the People's Republic of China.

**1.1.2. Force Majeure:** Unforeseeable, unavoidable events beyond the control of all contracting parties that could not be prevented under the given circumstances by reasonable and feasible means, in particular wars, civil wars, revolutions, earthquakes, hurricanes, fires, or pandemics.

**1.1.3. IAM/Independent Automotive Aftermarket:** Market for vehicle maintenance and repair outside the vehicle manufacturers' sales and service networks, including

- repair shops,
- manufacturers or dealers of workshop equipment,
- tools or spare parts,
- publishers of technical information,
- automobile clubs, roadside assistance services,
- Providers of inspection and testing services,
- Mechanic training and continuing education institutions,
- Manufacturers and repairers of equipment for converting vehicles to run on alternative fuels.

**1.1.4. IAM Europe** covers the following countries: Albania, Andorra, Belgium, Bosnia and Herzegovina, Bulgaria, Denmark, Germany, Estonia, Finland, France, Greece, Great Britain, Ireland, Iceland, Italy, Croatia, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Macedonia, Moldova, Monaco, Montenegro, the Netherlands, Norway, Austria, Poland, Portugal, Romania, San Marino, Sweden, Switzerland, Serbia, Slovakia, Slovenia, Spain, the Czech Republic, Turkey, Ukraine, Hungary, and Vatican City.

**1.1.5. Group:** Affiliated companies within the meaning of an affiliated relationship as defined in Chinese Company Law.

**泰案联一般和产品特定商业条款(GTCs)**

3.2 版, 发布日期: 2026 年 04 月 01 日

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

本一般商业条款分为下列部分:

1. 一般商业条款 (页面 1)
2. TecDoc 特殊商业条款 (页面 11)
3. TecRMI 特殊商业条款 (页面 33)
4. TecCom 特殊商业条款 (页面 39)

**1. 一般商业条款****1.1. 定义**

**1.1.1. 工作日:** 周一至周五的工作日, 不包括中华人民共和国的公共假期。

**1.1.2. 不可抗力:** 指超出所有合同当事方控制范围、在特定情况下无法通过合理且可行的手段加以预防的不可预见且不可避免的事件, 特别是战争、内战、革命、地震、飓风、火灾或大流行病。

**1.1.3. 汽车独立售后市场:** 汽车制造商销售和服务网络之外的汽车保养和维修市场, 包括

- 修理厂,
- 修理厂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、道路救援服务,
- 检查和测试服务提供商,
- 机械维修培训与继续教育机构,
- 将车辆改装为使用替代燃料的设备制造商和维修商。

**1.1.4. IAM Europe** 包括阿尔巴尼亚、安道尔、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、大不列颠、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、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。

**1.1.5. 集团:** 指存在《公司法》规定的关联关系的公司。



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1.1.6. **Customer:** A business entity is a natural or legal person or a partnership with legal capacity that acts in the course of its commercial or independent professional activity when entering into a legal transaction.

1.1.7. **Online Marketplace:** An online sales platform where spare parts can be sold both by the customer themselves and by registered third-party dealers.

1.1.8. **Parts Manufacturer:** A manufacturer or supplier of products of original spare part quality that are distributed in the IAM. A customer falls under the definition of a supplier only if they offer products (private labels) that were manufactured by a third-party manufacturer on behalf of the supplier, whereby the supplier is the legal owner of the product.

1.1.9. **Parts Dealer:** The customer who purchases parts to resell them under their own brand. A parts dealer is not a customer who acts as a supplier pursuant to Clause 1.1.8.

1.1.10. **Parties:** TecAlliance and the customer together.

1.1.11. **Reverse Engineering:** Decoding a trade secret through observation or disassembly.

## 1.2. Scope of Application

1.2.1. The following Terms and Conditions apply to all deliveries, services, and offers provided by TecAlliance China Ltd (hereinafter: TecAlliance).

1.2.2. These Terms and Conditions also apply to deliveries, services, and offers provided by companies affiliated with TecAlliance, provided that these Terms and Conditions are expressly referenced in the respective offers. In such cases, shall be the contracting party to solely the affiliated company named in the offer.

1.2.3. These Terms and Conditions also apply to deliveries, services, and offers of TecAlliance brokered by third parties, provided that these Terms and Conditions are expressly referenced in the respective offers. In this case, the contracting party is TecAlliance.

1.2.4. Any conflicting terms and conditions of the customer shall not become part of the contract.

1.2.5. Provisions deviating from and/or supplementing these Terms and Conditions are only effective if they are agreed upon in writing in an individual contract.

1.2.6. All communications between the parties, including notices, declarations, agreements, and amendments or supplements to contracts or these General Terms and Conditions, must be in writing.

## 1.3. Offer and Conclusion of Contract

1.3.1. TecAlliance's offers are binding and may be accepted within six (6) weeks of the offer date. Upon the customer's acceptance of TecAlliance's offer, a contract for the services offered is concluded between the parties.

1.3.2. If you receive these Terms and Conditions through one of our authorized partners, the conclusion of a contract with that partner shall be deemed your express consent to these Terms and Conditions, which apply in addition to the partner's terms and conditions and shall take precedence in the event of any conflicts.

## 1.4. Scope of Services

The content and scope of the services to be provided by TecAlliance are set forth in the offer, the service description, the project description, these Terms and Conditions, and any additional provisions agreed upon in individual contracts.

1.1.6. **客户:** 商业主体是指在进行合法交易时, 以商业或独立职业活动为目的而从事的、具有法律行为能力的自然人、法人或合伙企业。

1.1.7. **在线市场:** 互联网销售平台, 客户和已注册第三方经销商均可在此平台上购买零配件。

1.1.8. **零件制造商:** 指在汽车独立售后市场平台上销售原厂品质零部件的产品制造商或供应商。客户只有在提供由第三方制造商代表供应商制造的产品(自有品牌), 且供应商是产品的合法所有者时, 才符合供应商的定义。

1.1.9. **零件经销商:** 采购零件并以其自己的品牌转售的客户。零件经销商不是依据 1.1.8. 款作为供应商的客户。

1.1.10. **合作双方:** 泰案联和客户。

1.1.11. **逆向工程:** 通过观察、拆解等方式破解商业秘密。

## 1.2. 条款范围

1.2.1. 下列商业条款适用于泰案联信息技术(上海)有限公司(下文简称“泰案联”)的所有交货、服务、要约和合同。

1.2.2. 本 GTC 同样适用于泰案联的关联公司所提供的的所有交货, 服务和要约, 前提是这些条款和条件在各自的报价中被明确引用。在这种情况下, 合同方应仅为报价中指定的关联公司。

1.2.3. 本 GTCs 对由第三方代理的泰案联交付、服务和要约同样适用, 前提是相关要约中明确提及本 GTCs。这种情况下, 合同方是指泰案联。

1.2.4. 客户方与本商业条款相背离的条款不适用于双方之间的合同。

1.2.5. 为本商业条款添加的不同和/或补充性条款生效的前提是, 这些条款均以单独的协议书面约定。

1.2.6. 双方之间的所有通信, 包括通知、声明、协议以及对合同或本一般商业条款的修改或补充, 必须以书面形式约定。

## 1.3. 要约和缔结合同

1.3.1. 泰案联的要约具有约束性, 并且在要约日期后六(6)周内有效。客户接受泰案联的要约即构成双方之间的服务合同。

1.3.2. 如果您通过我们的授权合作伙伴之一收到一般条款和条件, 与该合作伙伴订立合同即视为您明确接受相关一般条款与条件。这些条款与条件将与合作伙伴的条款同时适用, 并在发生冲突时优先适用。

## 1.4. 服务范围

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。



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## 1.5. Licensing of Databases (Data)

1.5.1. The scope of services consists of the provision of a database and database content in accordance with the contractual provisions. Details regarding the provided database are set forth in the service description.

1.5.2. TecAlliance is entitled to apply technical protection measures to the database and the database content for the purpose of protecting against unauthorized copying. The customer is not entitled to remove or circumvent these protection measures.

1.5.3. The provided database and/or database content originate in part from third parties (e.g., data suppliers, service providers). In this case, responsibility for the accuracy of the database and/or database content lies exclusively with the third party.

## 1.6. Grant of Rights of Use

1.6.1. The software, the databases, and the data contained therein are protected by copyright law and other intellectual property laws. The copyright, patent rights, trademark rights, and all other related rights to the software, the databases, and the data contained therein belong exclusively to TecAlliance. To the extent that rights belong to third parties, TecAlliance holds the corresponding exploitation rights. The Customer acknowledges that the products provided (software, database, and database contents) are works protected by copyright and ancillary copyright.

1.6.2. TecAlliance grants the Customer a non-exclusive, non-transferable, and non-sublicensable right, limited to the term of this Agreement, to reproduce, distribute, and make publicly available the database and the database contents exclusively for the projects specified in the project description in accordance with the provisions of these Terms and Conditions. No further rights are granted to the Customer.

1.6.3. If the database and the database contents are acquired under a "Restricted Access" license, they may be made available exclusively to a restricted group of users. Access to the database and the database contents must be restricted to users known to the Customer via a login or similar security mechanisms. Any disclosure of the database and its contents, even partial, outside the restricted user group is prohibited.

1.6.4. If the database and its contents are acquired under an "Open Access" license, they may be published without restriction on the user group.

1.6.5. The Customer is entitled to engage service providers for the projects described in the project description and, in this context, to grant them access to the database and its contents. The Customer is obligated to notify TecAlliance of this. Furthermore, the service provider is obligated to sign an NDA provided by TecAlliance. TecAlliance agrees that the aforementioned consent shall not be refused or delayed without good cause. Upon receipt of the Customer's request and the NDA signed by the third-party provider, TecAlliance shall grant the aforementioned consent within 30 business days. The Customer's responsibility for compliance with these contractual terms remains unaffected thereby.

1.6.6. Any use beyond the scope of the contractual agreement, as well as the transfer of the database and database contents to third parties—including the training of machine learning models and/or further use of the database and database contents in the context of artificial intelligence—is prohibited.

1.6.7. The General Provisions of the Terms and Conditions apply to all products. In addition, the Special Terms and Conditions govern product-specific conditions and/or deviations from the General Provisions.

## 1.7. Customer Obligations

1.7.1. The Customer is obligated to install an effective protection mechanism against changes, unauthorized duplication, redistribution, or manipulation of TecAlliance

## 1.5. 数据库(Data) 许可

1.5.1. 服务范围是根据合同条款提供数据库和数据库内容。所提供数据库的详细情况请见服务说明。

1.5.2. 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。

1.5.3. 所提供的数据库或数据库内容部分来自第三方（如数据提供商、服务提供商）。这种情况下，数据库或数据库内容的准确性完全由第三方负责。

## 1.6. 授予使用权

1.6.1. 软件、数据库及其所含数据均受《著作权法》和其他知识产权法律保护。软件、数据库及其所含数据的版权、专利权、商标权和所有其他附属版权均为泰案联独家所有。如果相关权利归属于第三方，泰案联拥有相关开发的权利。客户知晓所提供的产品（软件、数据库和数据库内容）是受著作权法律保护，享有著作权和邻接权。

1.6.2. 泰案联向客户授予非排他性、时间限于本合同存续期、不可转让和不可再转让的复制、传播、公开数据库和数据库内容的权利，此权利仅针对项目说明中提及的项目且须符合本商业条款中的条款。客户不再享有任何其他权利。

1.6.3. 如果使用“限制访问”许可证获得数据库和数据库内容，则仅供有限用户群体访问。必须通过登录或类似的保护机制，限制为仅客户指定用户可访问数据库和数据库内容。除受限用户组之外，任何人不得访问数据库和数据库内容，即使是部分访问。

1.6.4. 如果使用“公开访问”许可证获得数据库和数据库内容，则任何用户群均可不受限制地访问。

1.6.5. 客户有权在项目说明中描述的项目期间委托服务供应商并在此期间向该服务供应商传输数据库和数据库内容。客户有义务通知泰案联。此外，服务供应商有义务签署泰案联提供的 NDA 保密协议。泰案联特此声明，无重要事由的情况下不拒绝或推迟上述同意。收到客户申请，以及由第三方提供商签署的 NDA 保密协议之后，泰案联将在 30 个工作日内出具上述同意。客户遵守本合同条款的责任不受影响。

1.6.6. 任何超出合同约定的数据库使用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允许的——包括训练机器学习模块和/或在人工智能范围内继续使用数据库和数据库内容。

1.6.7. 本一般条款的总则部分适用于所有产品。此外，特殊条款规定了特定产品的条件和/或与总则部分的偏差。

## 1.7. 客户义务

1.7.1. 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



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data (e.g., a firewall) in accordance with the current state of the art. In particular, the Customer must ensure that any alteration or systematic extraction of the database—especially its download—is technically prevented.

1.7.2. TecAlliance is entitled, but not obligated, to review the Customer's project with regard to its use in accordance with the contract. For this purpose, the Customer is obligated to grant TecAlliance free access to the project for testing purposes.

1.7.3. If the Customer adds supplementary information to the TecAlliance databases, the Customer must make it clear that this information originates from the Customer and is not part of the TecAlliance database. The Customer acknowledges that TecAlliance assumes no liability for these additions. If the Customer's own content is used in combination with third-party data and TecAlliance data, the Customer must verify whether a supplementary license is required for this purpose. In such a case, the Customer acknowledges that the Customer holds no intellectual property rights to the final result.

#### 1.8. Web Service / Data Stream

If the database is provided via a Web Service, the following terms and conditions apply in addition.

1.8.1. Upon conclusion of the contract, the Customer shall be granted, upon request, an implementation phase of sixty (60) calendar days. This phase begins upon TecAlliance's transmission of the relevant account data.

1.8.2. The implementation phase serves to integrate the Web Service into the Customer's system. Productive use of the Web Service and making the database publicly accessible is prohibited during the implementation phase.

1.8.3. A one-time setup fee is due for the implementation phase. No license fees are incurred during the implementation phase.

1.8.4. The implementation phase is not counted toward the minimum contract term.

#### 1.9. Caching

1.9.1. Access to the database and its contents must always be made via the Web Service or the provided software.

1.9.2. The temporary caching of data from the Web Service is permitted, provided that this relates exclusively to user requests and covers only the period until the next update of the relevant data in the Web Service, but for no longer than thirty (30) days.

Data from "RMI Notes" and data that is billed on a usage basis (e.g., per click, per retrieval, by volume) may not be cached.

1.9.3. Data contained in billing and delivery documents may be stored without any time limit.

#### 1.10. Contract Term and Termination

1.10.1. The contract term for one-time services ends upon full performance of the service.

1.10.2. The contract term for quota-based services (Sections 1.15) ends upon the provision of the last individual service (quota = 0) or upon the expiration of an agreed validity period, whichever occurs first.

1.10.3. Continuing obligations are entered into for an indefinite period, but for a minimum of two (2) years. After the minimum contract term has expired, the contract may be terminated at the end of the calendar year. The notice period is three (3) months.

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。

1.7.2. 泰案联有权核查客户项目是否符合合同规定的使用要求，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。

1.7.3. 如果客户向泰案联数据库中添加其他信息，必须明确声明这些信息来自客户且不属于泰案联数据库的一部分。客户承认，泰案联对这些补充信息不承担任何责任。如果客户自己的内容与第三方数据和泰案联数据结合使用，客户必须核实是否需要为此目的获得补充许可。在这种情况下，客户承认其对最终结果不享有任何知识产权。

#### 1.8. 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。

1.8.1. 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。

1.8.2. 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。

1.8.3. 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证费。

1.8.4. 实施阶段不计算在最短合同存续期内。

#### 1.9. 缓存

1.9.1. 始终需要通过网络服务或提供的软件调取数据库和数据库内容。

1.9.2. 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。

不得缓存"RMI Notes"中的数据 and 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)。

1.9.3. 发票和交货文档中的数据可无期限存储。

#### 1.10. 合同期限和解除合同

1.10.1. 一次性服务的合同期限在服务全部履行后终止。

1.10.2. 配额服务的合同期限(第 1.15 条)在提供最后一次单项服务(配额=0)或约定的有效期结束时终止，以先发生者为准。

1.10.3. 长期债务关系的期限不确定，但至少为两(2)年。最短合同期限到期后，可在日历年年底终止合同。终止通知期为三(3)个月。



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德国商业银行股份有限公司上海分行

Commerzbank AG Shanghai Branch

银行账号：147680246601CNY  
Bank Account: 147680246601CNY



1.10.4. The right to terminate for cause remains unaffected.

1.10.5. In the event of a sale of the Customer's business by way of an asset deal and/or a share deal, if more than 25% of the shares are sold, TecAlliance shall be entitled to extraordinary termination.

1.10.6. Any termination—regardless of the reason—must be in writing.

#### 1.11. Breach of Contract Terms / Contractual Penalty

1.11.1. If the Customer breaches the terms of this Agreement and fails to remedy such breach within a reasonable period following a written warning from TecAlliance, all rights of use granted under this Agreement shall lapse and automatically revert to TecAlliance. In this case, the Customer must immediately and completely cease use of the database, delete all copies stored on its systems, and delete any backup copies created or surrender them to TecAlliance.

1.11.2. Each individual culpable breach of the terms of this Agreement by the Customer shall result in the payment of a reasonable contractual penalty to TecAlliance. The amount of the contractual penalty shall be determined by TecAlliance at its reasonable discretion; however, in cases of intellectual property in, it shall not be less than EUR 10,000. The amount of the contractual penalty may be reviewed by the competent court in the event of a dispute. Further claims by TecAlliance remain unaffected. In the event that damages are claimed, the contractual penalty shall be offset against the damages.

#### 1.12. Consequences of Termination of the Contract

In the event of termination of the contract—for whatever reason—the Customer must immediately and completely cease use of the database, delete all copies existing on its systems, and delete any backup copies created or surrender them to TecAlliance. This obligation does not apply to the extent and for as long as the storage of the data is required by a statutory retention obligation.

#### 1.13. Licensing of Software Solutions

1.13.1. The scope of services consists of the provision of software in accordance with the contractual provisions. Details regarding the software provided are set forth in the service description.

1.13.2. TecAlliance is entitled to equip the software with technical protection measures for the purpose of protecting it against unauthorized copying. The Customer is not entitled to remove or circumvent these protection measures.

#### 1.14. Use of Services (Consulting & Services)

1.14.1. The scope of services consists of the provision of services by TecAlliance in accordance with the offer and the contractual provisions.

1.14.2. Details regarding the services to be provided are set forth in the service description.

#### 1.15. Service Quotas

1.15.1. In the event that service quotas are agreed upon, the Customer purchases a specific number of individual services by way of advance payment. The quota-based service, the scope of the quota, and any validity period of the quota are set forth in the offer.

1.15.2. Each individual service used reduces the agreed quota by one (1). Once the quota reaches zero (0), it is no longer possible to use the service.

1.15.3. If automatic renewal of the quota has been agreed upon, once the quota has been used up, the previously purchased quota will be automatically rebooked and a

1.10.4. 因正当理由的合同解除权不受影响。

1.10.5. 如果客户公司通过资产交易和/或股份交易方式出售的股份超过 25%，则泰案联有权行使特别解除权。

1.10.6. 无论出于何种原因解除合同，都必须以文本形式提交。

#### 1.11. 违反合同条款/违约金

1.11.1. 如果客户违反了合同条款，并且在收到泰案联的书面违约警告后没有在适当的期限内采取补救措施，则本合同规定的所有使用权立即失效且将被泰案联自动收回。这种情况下，客户须立即完全停止数据库的使用，将其系统中现有的副本以及创建的任何备份删除或交给泰案联。

1.11.2. 客户对于任何一次违反合同条款且需要承担赔偿责任的行为，都须向泰案联支付适当的违约金。违约金由泰案联酌情确定；但在侵犯知识产权的情况下，违约金不得少于 10,000 欧元。如有争议，违约金可由管辖法院进行审查。泰案联的其他索赔权利不受影响。若主张损害赔偿，违约金将计入损害赔偿金额。

#### 1.12. 结束合同的后果

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，则不存在此义务。

#### 1.13. 软件解决方案(Solutions) 许可

1.13.1. 服务内容是根据合同条款提供软件。所提供软件的详细信息由服务说明确定。

1.13.2. 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。

#### 1.14. 履行服务项目 (咨询和服务)

1.14.1. 服务内容是泰案联根据要约和合同条款提供服务。

1.14.2. 所提供服务的详细信息在服务说明中列明。

#### 1.15. 配额服务

1.15.1. 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。

1.15.2. 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。

1.15.3. 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。客户随时可以取消自动重新预订。



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corresponding invoice will be sent to the customer. The customer may object to this automatic rebooking at any time.

1.15.4. If a validity period for the quota has been agreed upon, any unused service entitlements expire upon the expiration of the validity period.

#### 1.16. **Prices, Invoicing, Payment Terms, Sales Report**

1.16.1. The prices stated in the offer are net prices, excluding any applicable taxes and fees.

1.16.2. In the event that usage- and/or revenue-based prices are agreed upon, the Customer is obligated to report the usage and/or revenue figures relevant for billing to TecAlliance without further request on the fifth day of the month following the end of each quarter (i.e., January 5, April 5, July 5, and October 5). If there are reasonable doubts regarding the reported figures, TecAlliance is entitled to commission an independent auditor at its own expense to verify the information provided. If the audit reveals a discrepancy of more than 3%, the customer shall bear the costs of the audit.

1.16.3. Invoicing for one-time services shall take place immediately after the service is rendered. For service quotas as defined in Sections 1.15., invoicing shall take place immediately after the conclusion of the contract (prepayment). For continuing obligations, billing shall occur annually. Calendar years that have already begun may be billed on a pro-rata basis if applicable.

1.16.4. The payment term is 30 days after receipt of the invoice.

#### 1.17. **Price Adjustments**

1.17.1. TecAlliance is entitled to adjust the prices payable under this contract at its reasonable discretion to reflect changes in the total costs relevant for price calculation.

1.17.2. The total costs consist in particular of costs for the provision of our products, costs for customer administration, service and personnel costs, other costs, and charges resulting from taxes, fees, and other government levies.

1.17.3. Price adjustments will be notified to the customer. The change shall be deemed approved if the customer does not object within a period of six (6) weeks following notification of the change. If the customer objects to the validity of the change within the aforementioned period, TecAlliance reserves the right to terminate the contract in accordance with Section 1.10.4.

1.17.4. Notwithstanding the foregoing provisions, TecAlliance is entitled, in the event of an increase in the statutory sales tax, and obligated, in the event of a decrease, to adjust the prices accordingly as of the date of the respective change, without the customer having any right to object.

#### 1.18. **Liability**

1.18.1. TecAlliance's liability is limited to the foreseeable, contract-typical, direct average damage. Compensation for indirect damages, consequential damages, and in particular lost profits, is excluded. This limitation of liability does not apply to injuries to the customer's life, body, or health attributable to TecAlliance. The same applies to claims by the customer to the extent of a warranty expressly assumed by TecAlliance.

1.18.2. In all other respects, the liability of the parties is governed by the statutory provisions.

#### 1.19. **Amendments to the Terms and Conditions**

1.15.4. 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。

#### 1.16. **价格、发票开具、支付期限、销售报告**

1.16.1. 要约中所列价格是净额，不包含产生的任何税费。

1.16.2. 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，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。

1.16.3. 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1.15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。

1.16.4. 支付时间为收到发票后30天内。

#### 1.17. **价格调整**

1.17.1. 泰案联有权在合理酌情范围内，根据影响价格计算的总成本变动情况，调整本合同项下应支付的价格。

1.17.2. 总成本尤其包括提供我方产品的成本、客户管理成本、服务和人事成本、其他成本以及产生的税、费和其他国家规定的费用。

1.17.3. 如果价格调整，将告知客户。如果客户未在知悉此次更改后的六(6)周期限内提出异议，则此次更改生效。如果客户在所提及的期限内对变更适用性提出异议，则泰案联保留根据第1.10.4条终止合同的权利。

1.17.4. 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。

#### 1.18. **责任**

1.18.1. 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。若客户在 TecAlliance 明确承担的保修范围内提出索赔，亦适用上述规定。

1.18.2. 其他情况下，双方的责任按照法律规定处理。

#### 1.19. **一般商业条款的变更**



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TecAlliance is entitled to amend these Terms and Conditions with future effect. The amendment will be communicated to the customer. The amendment shall be deemed approved if the customer does not object in writing within a period of six (6) weeks following notification of the amendment. The customer will be expressly informed of this consequence upon notification of the amendment. If the customer objects to the intended amendment in due time and form, the contract shall continue under the previous terms and conditions.

#### 1.20. Export Control Regulations

1.20.1. The Customer undertakes to comply with all export control, customs, sanctions, and embargo regulations ("Export Control Regulations") applicable to TecAlliance, its products, and, by virtue of this declaration, also to the Customer.

This clause applies to the extent that it does not conflict with Section 7 of the Foreign Trade and Payments Ordinance or Article 5 of Regulation (EC) No. 2271/1996, the Foreign Trade Law of the People's Republic of China, the Export Control Law of the People's Republic of China, the Regulations of the People's Republic of China on the Administration of the Import and Export of Goods, or the Regulations of the People's Republic of China on the Administration of Import and Export of Technologies, as well as the other applicable export-related laws, regulations and rules.

1.20.2. The Customer specifically confirms that it will not sell, export, or re-export, provide, or otherwise make available, directly or indirectly, any goods, services, software, or technology ("Goods") that are subject to the Export Control Regulations and have been provided by TecAlliance to persons in or for use in Russia and/or Belarus.

1.20.3. The Customer shall assist TecAlliance in obtaining all information and documentation necessary to comply with applicable export control regulations and to respond to inquiries from regulatory authorities. This obligation may include information regarding the end customer, the destination, and the intended use of the Goods.

1.20.4. Each party shall immediately notify the other party in writing if it, any of its affiliates, or their representatives are listed on a sanctions list pursuant to applicable foreign trade law. "Listed Person" means any natural or legal person, organization, or entity listed on a sanctions list issued by the European Union ("EU"), the United States ("U.S."), the United Nations ("UN"), or any other competent authority, or is otherwise blocked or subject to economic sanctions, as well as any person owned or controlled by, or acting on behalf of, such a listed person.

1.20.5. Notwithstanding any other contractual or statutory rights, TecAlliance is entitled to withdraw from the respective contract if any of the above obligations are breached or if, despite reasonable efforts by the parties, transactions become restricted or impossible for factual or legal reasons. The Customer shall indemnify TecAlliance against all claims, damages, costs, expenses, and other liabilities incurred by TecAlliance as a result of an intentional or negligent violation of export control regulations by the Customer or a third party.

#### 1.21. Price Information

1.21.1. Price information related to product data is made available exclusively to parts dealers. If the customer is both a parts manufacturer and a parts dealer, TecAlliance will set up both a parts manufacturer account and a parts dealer account for the customer. The customer is obligated to take the necessary technical and organizational measures to ensure the contractual use of the price information available only in the parts dealer account within their company. The internal disclosure of price information from the parts dealer account to users of the parts manufacturer account is prohibited.

泰案联有权更改本一般商业条款，且更改对将来产生效力。将向客户告知此更改。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更改提出异议，则合同此前的条款继续有效。

#### 1.20. 出口管制条款

1.20.1. 客户同意遵守所有适用于泰案联及其产品，且因本一般商业条款而同样适用于客户的出口管制、海关、制裁和贸易禁运法规("出口管制法规")。

本条款在不违反德国《对外经济条例》第7条、欧盟条例(EC)第2271/1996号第5条、《中华人民共和国对外贸易法》、《中华人民共和国出口管制法》、《中华人民共和国货物进出口管理条例》、《中华人民共和国技术进出口管理条例》以及适用的与出口相关的其它法律、法规、规章的前提下适用。

1.20.2. 客户确认，其尤其不会将受出口管制法规约束的、且由泰案联提供的货物、服务、软件及技术("货物")，以销售、出口、再出口、提供或以其他方式，直接或间接提供给位于俄罗斯和/或白俄罗斯的任何人员，或供其在俄罗斯和/或白俄罗斯境内使用。

1.20.3. 客户应协助泰案联获取为遵守适用的出口管制法规所需的一切信息，以及主管当局就此要求提供的所有信息。此项义务可能包括最终客户信息、货物目的地及预期用途的信息。

1.20.4. 任何一方若其自身、其任何关联公司或其代表根据适用的出口管制法规成为被列明主体(定义详见下述)，该方应立即以书面形式通知另一方。"被列明主体"指任何被列入欧盟("EU")、美国("US")、联合国("UN")、中华人民共和国或任何其他主管当局发布的制裁名单，或以其他方式被列入封锁名单或受到经济制裁的自然人、法人、组织或机构，以及任何由该等被列明主体拥有、控制或代表该等被列明主体行事的个人或主体。

1.20.5. 无论是否存在任何其他合同权利或法定权利，若上述任何义务遭到违反，或尽管双方已作出合理努力，交易仍因事实上或法律上原因受到限制或无法进行，泰案联有权解除相关合同。若因客户或第三方故意或过失违反出口管制法规导致泰案联遭受任何索赔、损害损失、成本、费用及其他支出，客户应就此对泰案联全部予以赔偿并使其免受损害。

#### 1.21. 价格信息

1.21.1. 只能向零件经销商提供有关产品数据的价格信息。如果客户既是零件制造商，也是零件经销商，泰案联会为客户既设置零件制造商的访问权限的同时设置零件经销商的访问权限。客户有义务采取必要的技术和组织措施，以确保在其企业内部按合同规定使用仅在零件经销商访问权限中提供的价格信息。禁止在内部将来自零件经销商访问权限的价格信息转发给有零件制造商访问权限的用户。



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1.21.2. Customers registered with us as partners are obligated to ensure that only parts dealers, and not parts manufacturers, have access to the product data containing price information. Partners are therefore obligated to provide parts manufacturers with separate access without price information and to separate the access of customers who are both parts dealers and parts manufacturers in order to ensure the contractual use of price information.

#### 1.22. Responsibility for Customer and User Content

1.22.1. The Customer is responsible for the correctness, completeness, and accuracy of all content uploaded by them to the TecAlliance solutions, including but not limited to information, data, images, and text. They warrant that the content provided does not violate any applicable laws, regulations, or third-party rights, including copyrights, intellectual property rights, and data protection regulations.

1.22.2. TecAlliance is not obligated to verify the accuracy, completeness, or legality of the content provided by the Customer. TecAlliance reserves the right to block or remove content that violates legal provisions or these Terms and Conditions. TecAlliance will exercise this right only in accordance with legal provisions and with due regard for the protection of the Customer's legitimate interests.

1.22.3. The Customer shall indemnify TecAlliance against all claims, damages, and costs (including reasonable legal fees) asserted against TecAlliance by third parties due to a breach of the warranties set forth in Section 1.22.1. The Customer acknowledges that it is obligated to assist TecAlliance in good faith with information and documentation in defending against such third-party claims.

#### 1.23. Additional Provisions

1.23.1. The Customer is obligated to notify TecAlliance immediately of any changes to the contract-relevant company and contact information.

1.23.2. The Customer may transfer rights and obligations arising from or in connection with the Contract to third parties only with the express written consent of TecAlliance.

1.23.3. TecAlliance is entitled to perform services in whole or in part through third parties as subcontractors. TecAlliance is liable for the performance of services by subcontractors as if they were its own actions.

1.23.4. If the Customer merges, this Agreement shall apply only to the part of the Customer existing at the time of signing the Agreement. If the Customer splits into additional companies, this Agreement shall be transferred only to a legal successor.

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

1.23.6. This contract is governed exclusively by the laws of 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).

1.23.7. The place of performance for all deliveries and services under this contract is the registered office of TecAlliance.

1.23.8. In the event of disputes arising from or in connection with this contract, the parties undertake to first attempt to settle them through negotiations. The obligation to negotiate shall be deemed fulfilled if, following a request by one party to commence negotiations regarding the subject matter of the dispute, the parties have exchanged views in writing, orally, or by telephone. If the dispute is not fully resolved within 30 days of receipt of the request to commence negotiations, the dispute shall be subject to legal proceedings in accordance with the following provisions.

1.21.2. 在我方注册为合作伙伴的客户有义务确保只有零件经销商能访问包含价格信息的产品数据，零件制造商不能访问。因此合作伙伴有义务为零件制造商提供不包含价格信息的单独访问权限，并与既是零件经销商，也是零件制造商的客户的访问权限区别开，以保证按合同规定使用价格信息。

#### 1.22. 客户和用户内容的责任

1.22.1. 客户应对其上传至泰案联解决方案的所有内容的正确性、完整性和准确性负责，包括但不限于信息、数据、图片和文本。客户保证所提供的内容不违反现行法律、法规或第三方权利，包括版权、知识产权和数据保护规定。

1.22.2. 泰案联无义务核查客户提供的内容的正确性、完整性或合法性。泰案联保留屏蔽或删除违反法律规定或本条款的内容的权利。泰案联仅在遵守法律规定并兼顾保护客户合法权益的前提下行使此项权利。

1.22.3. 若因违反第 1.22.1 款所述保证而导致第三方向泰案联提出索赔、损害赔偿或费用（包括合理的法律费用），客户应使泰案联免受此类索赔、损害赔偿及费用的影响。客户承认，其有义务本着诚信原则，向泰案联提供信息和文件，协助其应对此类第三方索赔。

#### 1.23. 其他条款

1.23.1. 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。

1.23.2. 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。

1.23.3. 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。

1.23.4. 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。

1.23.5. 客户仅能对相应合同产生的权利要求行使保留权。

1.23.6. 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》）。

1.23.7. 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。

1.23.8. 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。若因本合同产生或与本合同相关的争议，双方承诺首先尝试通过协商予以解决。若一方要求就争议事项展开谈判后，双方已通过书面、口头或电话方式进行沟通，则视为已履行谈判义务。若争议未在收到谈判请求后 30 天内完全解决，则该争议应按照以下规定通过法律途径解决。



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Commerzbank AG Shanghai Branch

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1.23.9. If the Customer has its registered office within the mainland of People's Republic of China, if the parties can't settle the dispute by negotiations pursuant to clause 1.23.8 all disputes arising from or in connection with this contract shall be governed by the responsible court at the registered office of TecAlliance.

1.23.10. 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 1.13.8. 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.

1.23.11. All annexes and documents referred to in these Terms and Conditions are an integral part of the contract.

1.23.12. Should these Terms and Conditions be provided in a language other than English, this is done solely for informational purposes. The English version of these Terms and Conditions is the only binding version for the contracting parties.

#### 1.24. Orders via the TecAlliance Online Store

1.24.1. TecAlliance operates an online sales platform (online shop).

1.24.2. If the terms in this section differ from the rest of the Terms and Conditions, the terms of this section apply to the Customer's orders in the online shop.

1.24.3. By making a product available in the TecAlliance online shop, TecAlliance submits a binding offer to the customer to purchase the product. By clicking on "Place order with obligation to pay," the customer this accepts offer. Upon receipt of payment, a contract for the offered services is concluded between the parties.

1.24.4. Certain products can be ordered as a subscription in the online store. The customer has the option to select this during the ordering process.

1.24.5. Ordering a subscription establishes a continuing obligation with a term of twelve (12) months.

1.24.6. The subscription automatically renews for an additional twelve (12) months unless it is canceled in the customer area of the online store before the end of the contract term.

1.24.7. Consumers who select a subscription have the right to cancel the contract within 14 days without providing a reason.

1.24.8. Price increases will be communicated to the customer. Notwithstanding Sections 1.17.3, the change is deemed approved if the customer does not terminate the contract in the customer area of the online shop within six (6) weeks.

1.24.9. Access information for the ordered products will be made available to the customer in the customer area of the online store after full payment has been received.

1.24.10. Payment shall be made using one of the payment methods offered during the ordering process.

1.24.11. Fees are due upon conclusion of the contract.

#### 1.25. Data Protection and Privacy

1.23.9. 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 1.23.8 条规定的谈判解决纠纷，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。

1.23.10. 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 1.23.8 条规定的谈判解决纠纷，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。

1.23.11. 本商业条款中所提及的所有文件和文档均为合同组成部分。

1.23.12. 若本商业条款以英语以外的语言提供，仅供参考。本商业条款的英语版本是合同双方唯一具有约束力的版本。

#### 1.24 通过泰案联在线商店订购

1.24.1. 泰案联运营了一个互联网销售平台（在线商店）。

1.24.2. 如果本部分的条款与本一般商业条款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。

1.24.3. 泰案联通过在泰案联在线商店中提供产品向客户提供有约束性的购买要约。客户通过“有付款义务的订购”按钮接受有约束性的购买要约。款项到账后，双方即就所提供服务达成合同。

1.24.4. 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。

1.24.5. 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。

1.24.6. 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。

1.24.7. 选择订阅服务的消费者有权在 14 天内无理由撤销已签订的合同。

1.24.8. 价格上调将通知客户。与第 1.17.3 条不同，若客户在变更通知发布后六(6)周内未在网店客户专区解除解约，则视为已同意该变更。

1.24.9. 订购产品的访问凭证将在客户完成付款后，通过在线商店的客户专区提供给客户。

1.24.10. 支付可以通过订购流程中提供的任意支付方式完成。

1.24.11. 费用应在合同订立时支付。

#### 1.25. 数据保护和隐私



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1.25.1. Each party remains independently responsible for complying with its respective obligations under the General Data Protection Regulation (GDPR), Personal Information Protection Law and any other applicable data protection and privacy laws. TecAlliance and the customer shall ensure compliance with these regulations with respect to any processing of personal data that takes place within the scope of or in connection with the contractual relationship between them.

1.25.2. TecAlliance processes personal information in accordance with the Personal Information Protection Law of the People's Republic of China ("PIPL") for all operations carried out within China in connection with the Customer relationship. Under PIPL, TecAlliance acts as a personal information handler and ensures that personal information is processed lawfully, for legitimate purposes, and with appropriate security safeguards.

1.25.3. TecAlliance and the Customer shall ensure compliance with applicable data protection laws for any processing of personal data carried out under or in connection with their contractual relationship. Personal data shall be processed solely for lawful, legitimate, and necessary purposes related to the performance of the contract, the provision of TecAlliance products and services, and the administration of the business relationship.

1.25.4. TecAlliance processes personal data exclusively upon the Customer's documented instructions, unless required by applicable law. The Customer warrants that all personal data provided to TecAlliance has been lawfully collected and that all necessary consents, notices, and legal bases for processing have been obtained. TecAlliance makes no warranty as to the accuracy, completeness, or lawfulness of the personal data provided by the Customer and shall not be liable for any consequences arising from the use of such data. TecAlliance is not responsible for verifying the lawfulness of the data provided by the Customer.

1.25.5. The Customer shall indemnify TecAlliance against all claims, lawsuits, damages, or losses arising from or in connection with instructions from the Customer that violate applicable data protection laws.

1.25.6. Furthermore, TecAlliance shall not be liable for indirect, incidental, consequential, or punitive damages, including but not limited to lost profits, business interruption, or damage to reputation, arising from a breach of personal data protection, unless such breach was caused by gross negligence or intentional misconduct on the part of TecAlliance. TecAlliance shall not be liable for data breaches, losses, or unauthorized access attributable to vulnerabilities or misconfigurations in the customer's IT systems, third-party integrations, or service providers that are beyond TecAlliance's control.

1.25.7. TecAlliance reserves the right to suspend or restrict access to its services if it has reason to believe that the continued processing of customer data could violate applicable data protection laws or expose TecAlliance to regulatory or legal risk.

1.25.8. TecAlliance may use anonymized and aggregated data from the customer's use for the purpose of improving its services, developing new features, and conducting analyses, provided that such data does not allow for the identification of individual persons or customers.

#### 1.26. Use of User-Generated Data

1.26.1. TecAlliance is entitled to use all data generated during the use of TecAlliance products (user-generated data) for its own purposes in any manner in all current and future TecAlliance products and to exploit such data commercially.

1.26.2. This includes, in particular, data transmitted to TecAlliance by users themselves, data generated during the use of TecAlliance products, log files, and statistics.

1.25.1. 各方应各自独立承担遵守《通用数据保护条例》(GDPR)、《个人信息保护法》及其它适用数据保护与隐私法律规定的义务。泰案联与客户应确保在双方合同关系下或与之相关的任何个人数据处理活动中均符合上述合规要求。

1.25.2. 泰案联根据《中华人民共和国个人信息保护法》处理在中国境内与客户关系相关的所有业务中的个人信息。根据个保法,泰案联作为个人信息处理者,确保个人信息处理合法、目的正当,并采取适当的安全保障措施。

1.25.3. 泰案联与客户应确保在合同关系下或与之相关的任何个人数据处理活动中,均符合适用的数据保护法律。个人数据仅可为履行合同、提供泰案联产品与服务、管理业务关系等合法、正当且必要的目的而处理。

1.25.4. 泰案联仅应客户书面指示处理个人数据,除非适用法律另有要求。客户保证向泰案联提供的所有个人数据均已依法收集,且已获得处理所需的所有必要同意、通知及法律依据。泰案联不对客户提供的个人数据的准确性、完整性或合法性作出任何保证,亦不承担因使用此类数据所产生后果的责任。泰案联无义务核实客户提供的数据合法性。

1.25.5. 客户应使泰案联免于承担因客户违反现行数据保护法律的指示而产生或与之相关的所有索赔、诉讼、损害或损失。

1.25.6. 此外,对于因个人数据泄露导致的任何间接、附带、后果性或惩罚性损害(包括但不限于利润损失、业务损失或声誉损害),泰案联概不承担责任,除非该泄露系由泰案联的重大过失或故意不当行为造成。对于因客户IT系统漏洞或配置错误、第三方集成或非泰案联控制的服务提供商所导致的数据泄露、损失或未经授权访问,泰案联概不承担责任。

1.25.7. 泰案联保留在合理认为继续处理客户数据可能违反适用数据保护法律或使泰案联面临监管或法律风险时,暂停或限制其服务访问的权利。

1.25.8. 泰案联可使用基于客户使用情况生成的匿名化及汇总数据,用于改进服务、开发新功能及进行数据分析,前提是此类数据无法识别任何个人或客户身份。

#### 1.26. 用户生成数据的使用

1.26.1. 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。

1.26.2. 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。



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1.26.3. Personal data as defined by the GDPR and Chinese Personal Information Protection Law is explicitly excluded from this authorization. Processing of personal data has been conclusively described in the TecAlliance data protection statement.

## 2. TecDoc Special Terms and Conditions

### 2.1. Catalogue Data

#### 2.1.1. Scope of Services

It constitutes an essential basis of the contract that the item data contained in the "TecDoc Catalogue Data" database originates from data suppliers and is not checked by TecAlliance for accuracy, completeness, and timeliness.

#### 2.1.2. Scope of Use

2.1.2.1. The customer's right of use includes the use of the product data for the agreed brands in the agreed languages. The customer is advised that certain data is subject to country restrictions. Use of the data outside the permitted countries is prohibited.

2.1.2.2. The database may be used exclusively in connection with new parts, remanufactured parts, or replacement parts. Remanufactured parts and replacement parts are refurbished used parts that are marked with a trade mark or the remanufacturer's brand and do not differ significantly from new parts in terms of quality standards, function, and service life.

2.1.2.3. Use of the data for the trade in used parts is not permitted. Used parts are parts that are reused without further processing by the manufacturer and still bear the trademark of the automobile manufacturer or the original parts manufacturer.

2.1.2.4. Use of the product data for original replacement parts from automobile manufacturers is prohibited. Original replacement parts are those parts bearing the vehicle manufacturer's trademark.

2.1.2.5. The customer may only display product data for items that they actually sell. It is sufficient for the customer to generally carry the displayed items in their product range. The temporary unavailability of an item is not a violation of this provision.

2.1.2.6. The customer is obligated to display at least the following product data for each item: the manufacturer's brand name, the manufacturer's part number, and any product restrictions. This information must be made available in a straightforward manner in direct connection with the product information.

2.1.2.7. Supplementary information and images for an item (e.g., links to OEM numbers, technical information, installation information, dimensional specifications) may only be used in connection with the respective item.

2.1.2.8. If the parts manufacturers have provided cross-references to vehicle manufacturers' numbers or to competitor products, these may be used exclusively within the provided mapping. The customer is not authorized to create cross-references that are not already present in the database.

2.1.2.9. The use of the TecDoc Catalogue Data database and its contents for advertisements (e.g., banner ads, retargeting, newsletters) or other marketing channels (e.g., price comparison portals, product testing platforms, social media platforms) for the project described in the project description is permitted. This does not apply within the scope of a "Restricted Access" license as defined in Section 1.6.3.

2.1.2.10. The use of the TecDoc Catalogue Data database and its contents for direct sales on third-party platforms (e.g., sales platforms, online marketplaces, or similar

1.26.3. 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》规定的个人信息。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。

## 2. TecDoc 特殊商业条款

### 2.1. Catalogue Data

#### 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提供商, 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商标的产品数据。特此提醒客户, 特定数据仅限用于特定国家。禁止在允许的国家以外使用数据。

2.1.2.2. 该数据库只能与全新零件、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. 客户只能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产生不良影响。

2.1.2.6. 客户有义务为每个产品至少显示下列产品数据: 制造商商标名称、制造商产品编号、存在的任何产品限制。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)只能与相应的产品搭配使用。

2.1.2.8. 如果零件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。客户无权使用数据库中不存在的交叉参考渠道。

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)或其他市场营销渠道(例如: 比价门户、产品测试平台、社交媒体平台等)。本条款不适用于第 1.6.3 点所述的"限制访问"许可。

2.1.2.10. 如第三方平台(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 数据库和数据库内容, 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。



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sales channels) is permitted only if the third-party platform is licensed by TecAlliance and is specified in the customer's project description.

### 2.1.3. Disclosure Requirements

#### 2.1.3.1. "TecDoc inside" logo

The customer is obligated to display the "TecDoc inside" logo provided by TecAlliance after the conclusion of the contract, in color or black and white, on the homepage of the online store and/or on the packaging and/or in the offline catalog and/or any other medium in which the database is published. Modification of the logo is prohibited. Only the size of the logo may be altered while maintaining the aspect ratio, provided that the width does not fall below 100 pixels or 3 cm.

#### 2.1.3.2. Copyright Notice

The customer is obligated to display the notice text published at <https://www.tecalliance.net/copyright-note/> on the homepage of the online store and/or on the packaging and/or in the offline catalog and/or any other medium in which the TecDoc Catalogue Data database or database content is published. The notice text must be displayed in the selected project language. Modification of the notice text is prohibited. The font size must be at least 10 pt. The text color must stand out clearly from the background.

Alternatively, this obligation may also be fulfilled by linking the "TecDoc Inside" logo to the page <https://www.tecalliance.net/copyright-note/>.

#### 2.1.3.3. Supplementary Information

The customer is obligated to inform all users via a notice that they may need to obtain additional information to ensure that the part identified via the database actually corresponds to the part being sought and fits the vehicle in question. TecAlliance does not prescribe the wording of the notice.

#### 2.1.4. Additional obligations of the customer

The customer must ensure that the published data is updated immediately and presented correctly and completely. The customer must specify the version and validity of the relevant data.

### 2.2. Catalogue Data (Marketplace)

If the TecDoc Catalogue Data product is used for an online marketplace, the following conditions apply in addition to Section 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" database within the scope of the agreed-upon online marketplace. Any further uses, in particular the implementation of projects outside the solutions described in this contract, are not covered.

2.2.1.2. The customer's right to distribute and/or make the TecDoc data publicly available to third-party dealers on the online marketplace is subject to the condition that a license agreement corresponding to the use has been concluded between the respective third-party dealer and TecAlliance and that TecAlliance has been notified of the data transfer.

### 2.3. Reference Data

#### 2.3.1. Scope of Use

### 2.1.3. 提示义务

#### 2.1.3.1. "TecDoc inside" 标

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或其他任何媒介上。提示文本必须以相应所选的项目语言显示。不可对该提示文本进行编辑。字体大小必须至少为 10 pt。文本颜色必须与背景色有明显区分。

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

#### 2.1.3.3. 补充信息

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

### 2.1.4. 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。客户必须告知相应数据的版本及其有效性。

### 2.2. Catalogue Data (市场)

如果 TecDoc Catalogue Data 产品用于在线市场销售，则除第 2.1 项的内容外，还适用以下条款。

#### 2.2.1. 使用范围

2.2.1.1. 客户的使用权仅限于在约定的在线市场范围内使用 "TecDoc Catalogue Data" 数据库。不包括其他使用目的，特别是实施非本合同所述解决方案的项目。

2.2.1.2. 客户有权在在线市场上向第三方经销商分发和/或公开 TecDoc 数据，但前提条件是各第三方经销商与泰案联之间已签订使用许可协议，并且已将数据传输事宜告知泰案联并获得其同意。

### 2.3. Reference Data

#### 2.3.1. 使用范围



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2.3.1.1. The contractually agreed right of use covers 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 restrictions.

2.3.1.2. The use of the data for purposes not contractually agreed upon, in particular the combination of the data with other data for the provision of the customer's own services, is subject to prior approval by TecAlliance

### 2.3.2. Duty to Disclose

Clause 2.1.3 also applies to the reference data.

## 2.4. VIN Catalogue – TRUCK

### 2.4.1. Scope of Services

The data provided originates from the respective vehicle manufacturers and cannot be verified by TecAlliance for accuracy, completeness, and timeliness.

### 2.4.2. Terms of Use

2.4.2.1. Data from the manufacturer DAF may only be used within the EU and the European Economic Area (EEA).

2.4.2.2. Data from manufacturers Renault and Volvo may only be used within the European Economic Area (EEA).

2.4.2.3. Data from manufacturers Scania and IVECO may only be used within the EU.

### 2.4.3. Manufacturer Notes

2.4.3.1. DAF Trucks: The TecDoc VIN Catalogue - Truck is published without the cooperation or authorization of DAF Trucks. The information in the TecDoc VIN Catalogue - Truck may not accurately or completely reflect the corresponding information published by DAF Trucks itself. DAF Trucks cannot therefore be held liable for the information contained in the TecDoc VIN Catalogue - Truck, nor for the safety, reliability, fuel consumption, or exhaust emission values of vehicles that are serviced or repaired based on the information contained in the TecDoc VIN Catalogue - Truck.

2.4.3.2. MAN: Licensed by MAN Truck & Bus.

## 2.5. Vehicle in Operation, OE Data

### 2.5.1. Service Content

The data provided is partly sourced from third parties, and TecAlliance cannot guarantee its accuracy. The customer acknowledges that the data provided by TecAlliance may also include estimates and reasonable assumptions. The customer therefore indemnifies TecAlliance at all times against any claims by third parties who may suffer damage as a result of using the data supplied by TecAlliance.

### 2.5.2. License Terms

2.5.2.1. The customer is obligated to use the OE data provided by TecAlliance, i.e., the HMD No., K/N types, the vehicle/item attributes, and the TA links between the HMD numbers and/or K/N types and the OE numbers (hereinafter referred to as "OE data") correctly and completely at all times, unless these Terms and Conditions or other agreements provide otherwise.

2.5.2.2. The Customer is obligated to ensure that the VIO data provided by TecAlliance, i.e., the HMD No., K/N types, the Vehicle/Article attributes, and the TA links between the HMD numbers and/or K/N types and the Vehicle in Operation inventory data (hereinafter referred to as "VIO data"), to be transferred correctly and

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. 如果将数据的使用超出合同约定范围、尤其是将数据与其他数据搭配组合以提供自身的服务，则需事先获得泰案联的许可。

### 2.3.2. 提示义务

第 2.1.3 条也适用于参考数据。

## 2.4. VIN Catalogue – TRUCK

### 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、完整性和现实性。

### 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. Vehicle in Operation, OE Data

### 2.5.1. 服务内容

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，第三方因为使用泰案联所交付数据而遭受损失、客户在此明确豁免对泰案联的所有索赔。

### 2.5.2. 许可证条件

2.5.2.1. 客户有义务始终正确、完整地传输泰案联提供的 OE 数据，例如 HMD 编号、K/N 类型、车辆/产品属性、HMD 编号和/或 K/N 类型与 OE 编号（以下简称“OE 数据”）之间的 TA 链接，除非本一般商业条款或其他协议另有规定。

2.5.2.2. 客户有义务始终正确、完整地传输泰案联提供的 VIO 数据，例如 HMD 编号、K/N 类型、车辆/产品属性、泰案联 HMD 编号和/或 K/N 与汽车保有量库存数据（以下简称“VIO 数据”）之间的链接，除非本一般商业条款或其他协议另有规定。



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completely at all times, unless these Terms and Conditions or other agreements provide otherwise.

2.5.2.3. The Customer is entitled to use the OE data and/or the VIO data internally to improve and enrich its own database. Enriching or combining the data with other data for the purpose of de-anonymization or re-identification is prohibited.

2.5.2.4. TecAlliance grants the Customer a non-exclusive right of use to the OE and/or VIO data.

2.5.2.5. Any use beyond the scope of the contractual agreement, in particular the distribution, reproduction, dissemination, or public disclosure of the delivered OE and/or VIO data to third parties, is prohibited.

### 2.5.3. Consequences of Termination of the Contract

2.5.3.1. In the event of termination of the contract—for whatever reason—the customer must immediately and completely cease use of the database and delete the OE and VIO data.

2.5.3.2. Termination of the contract does not affect the continued use of part numbers that the customer has generated based on OE data and/or VIO data.

### 2.6. Individual Truck OE Data Package via VIN

#### 2.6.1. Scope of Services

The data provided originates from the vehicle manufacturers and cannot be verified by TecAlliance for accuracy, completeness, and timeliness.

#### 2.6.2. Scope of Use

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

#### 2.6.3. Terms of Use

2.6.3.1. Data from the manufacturer DAF may only be used within the EU and the European Economic Area (EEA).

2.6.3.2. Data from manufacturers Renault and Volvo may only be used within the European Economic Area (EEA).

2.6.3.3. Data from manufacturers Scania and IVECO may only be used within the EU.

#### 2.6.4. Manufacturer Notes

2.6.4.1. DAF Trucks: The TecDoc VIN Catalogue - Truck is published without the cooperation or authorization of DAF Trucks. The information in the TecDoc VIN Catalogue - Truck may not accurately or completely reflect the corresponding information published by DAF Trucks itself. DAF Trucks cannot therefore be held liable for the information contained in the TecDoc VIN Catalogue - Truck, nor for the safety, reliability, fuel consumption, or exhaust emission values of vehicles that are serviced or repaired based on the information contained in the TecDoc VIN Catalogue - Truck.

2.6.4.2. MAN: Licensed by MAN Truck & Bus.

### 2.7. Catalogue

#### 2.7.1. Scope of Services

2.5.2.3. 客户有权出于优化和丰富自己的数据库的目的内部使用 OE 数据和/ VIO 数据。不得以去匿名化或重新识别身份等为目的将数据与其他数据进行合并或组合。

2.5.2.4. 泰案联授予客户 OE 数据和/或 VIO 数据的非排他性使用权。

2.5.2.5. 禁止用于任何非合同协议用途，尤其是禁止向第三方分发、复制、传播或公开披露所提供的 OE 数据和/或 VIO 数据。

### 2.5.3. 结束合同的后果

2.5.3.1. 一旦本合同结束，无论出于什么原因，客户必须立即并完全停止使用数据库并删除 OE 数据和 VIO 数据。

2.5.3.2. 合同终止不影响客户继续使用根据 OE 数据和/或 VIO 数据生成的货号。

### 2.6. 单独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. 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 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。

2.6.4.2. MAN: 经过 MAN Truck & Bus 认证。

### 2.7. Catalogue

#### 2.7.1. 服务内容



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2.7.1.1. It is an essential basis of the contract that the item data contained in the "TecDoc Catalogue" software originates from data suppliers and is not checked by TecAlliance for accuracy, completeness, or timeliness.

2.7.1.2. Data displayed after selecting a specific country is valid exclusively for that country. The data displayed in the software loses its validity upon the release of the next version of the software.

## 2.7.2. Rights of Use

2.7.2.1. It is not permitted to use the software and/or parts thereof beyond the scope agreed upon in the contract. In particular, the customer is not authorized to allow third parties to use the software and/or parts thereof, in whole or in part, or to make them accessible to third parties, to reproduce or sell them, or to decompile or disassemble them, unless expressly permitted by copyright law.

2.7.2.2. Use of the software and/or the data contained therein is permitted exclusively for the customer's own use.

2.7.2.3. The purchase of a license entitles the user to access the catalog. via a single user account; simultaneous use of the same user account on multiple devices is technically not possible.

2.7.2.4. Any use of the software beyond the scope of the contractual agreement, as well as the transfer of the software to third parties, is prohibited.

2.7.2.5. Data from the software may not be reproduced and/or made publicly available without the consent of TecAlliance.

## 2.8. Catalogue White Label

If the TecDoc Catalogue solution 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 apply in addition to Section 2.7.

### 2.8.1. Implementation Phase

2.8.1.1. The implementation phase serves to adapt the White Label product to the customer's requirements. Productive use of the White Label product and making the database publicly accessible are prohibited during the implementation phase.

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

2.8.1.3. A one-time setup fee is due for the implementation phase. No license fees are incurred during the implementation phase.

2.8.1.4. The implementation phase is not counted toward the minimum contract term.

### 2.8.2. Right of Termination

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

## 2.9. Data Supplier License

### 2.9.1. Scope of Services

2.9.1.1. The customer is either a manufacturer or a supplier of original equipment quality products sold in the IAM. A customer is considered a supplier only if they offer products manufactured by a third-party manufacturer on behalf of the supplier, thereby making the supplier the legal owner of the product. The Customer therefore

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提供商, 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. 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, 除非适用的著作权法明确规定允许这样。

2.7.2.2. 仅允许客户自身使用软件和/或其中包含的数据。

2.7.2.3. 购买许可证后, 客户有权通过单个用户账户访问产品目录; 从技术上讲, 同一用户账户无法在多合设备上同时使用。

2.7.2.4. 禁止超出合同约定范围使用该软件以及将软件转让给第三方。

2.7.2.5. 未经泰案联的许可则不可复制和/或公开软件中的数据。

## 2.8. Catalogue White Label

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证费。

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. Data Supplier License

### 2.9.1. 服务内容

2.9.1.1. 客户是为汽车独立售后市场提供, 销售原厂备件品质产品的制造商或供应商。"客户"的定义仅指提供其委托第三方制造商所生产的产品产品的制造商, 是法律意义上的产品所有者。因此, 客户仅作为所有者向泰案联提供其产品的产品数据。



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provides TecAlliance with the product data for its products solely in its capacity as the owner. TecAlliance will import the data provided by the Customer into the TecDoc database using appropriate software and make it available to the IAM in digital form in a format specified by TecAlliance.

2.9.1.2. TecAlliance is only obligated, and the Customer is only entitled, to enter into the TecDoc database the product data associated with a brand name (hereinafter referred to as "Brand") that meets the criteria for registering a Brand valid at the time of contract conclusion (see Section 2.9.2).

2.9.1.3. Additional brands may be included upon prior agreement for a fee to be agreed separately.

2.9.1.4. The Customer warrants that it shall supply TecAlliance exclusively with data for such products and that, consequently, only those products originating from manufacturing facilities in which a quality management system is in place shall be presented or distributed via TecAlliance in the IAM.

2.9.1.5. The customer must provide proof of this by submitting a valid certificate from the manufacturing company covering at least the production area.

2.9.1.6. The Customer warrants that the data provided is not intended solely for a limited group of the Customer's customers. Data intended solely for a specific group of the Customer's customers is excluded from TecAlliance's obligations, in particular regarding publication and distribution.

2.9.1.7. The format of the data and the method of data transmission shall be determined by TecAlliance in accordance with the relevant industry standards, and any changes shall be communicated to the customer in a timely manner.

2.9.1.8. If TecAlliance provides the Customer with software for data delivery, this is done in accordance with the terms of these General Terms and Conditions.

2.9.1.9. The Customer is solely responsible for backing up the data. TecAlliance stores only the most recent version of the delivered data in its systems.

## 2.9.2. Criteria for registering an trademark

2.9.2.1. The Customer warrants that they are the owner of the trademark to be registered. The trademark must be registered in the countries relevant to the sales report. If the customer is not the owner of the trademark, they warrant that they have the trademark owner's authorization to use the trademark in all target countries. Written authorization must be submitted to TecAlliance upon request prior to the conclusion of the contract or prior to the entry of any additional trademark.

2.9.2.2. The customer warrants that the trademark to be registered is protected as a registered and/or use trademark under Chinese laws.

The Customer undertakes to comply with the following regulations regarding the use of trademarks within TecDoc:

(i) A brand name that consists of a combination of independent brand names may not be used in TecDoc.

(ii) It is not permitted to place the company name before the trademark name in order to potentially move it further up in the alphabetical order within the TecDoc database.

(iii) References to trademarks not registered with TecDoc in text fields editable by the customer as part of data preparation are not permitted.

2.9.2.3. Only the product suffix is suitable for representing brands registered with TecDoc as a product line. In the event of a reference to a competitor's brand (which

泰案联将使用相应的程序将客户提供的数据库，并以泰案联规定的格式以数字形式向汽车独立售后市场提供。

2.9.1.2. 泰案联仅有义务且客户也仅有权利，将分配给商标名称（以下简称“商标”）的产品数据输入 TecDoc 数据库中，这些数据应满足合同签订时有效的商标注册标准（参见第 2.9.2 条）。

2.9.1.3. 经事先同意，其他商标可以录入，费用另行商定。

2.9.1.4. 客户保证只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泰案联在汽车独立售后市场中展示或分销。而这些产品是来自具有质量管理体系的生产公司。

2.9.1.5. 客户必须提供由生产公司出具的有效证明加以佐证，至少是生产领域的有效证书。

2.9.1.6. 客户保证所提供的数据不会仅限于特定受众客户。泰案联对于仅限于特定受众客户的数据不承担任何责任，尤其是在发布和传播方面的责任。

2.9.1.7. 数据格式和数据传输方式应由泰案联参照相关行业标准确定，如有任何变更，应及时告知客户。

2.9.1.8. 如果泰案联向客户提供数据传输软件，则应按照本一般商业条款提供。

2.9.1.9. 客户自行负责备份数据。泰案联仅在其系统中保存所交付数据的最新版本。

## 2.9.2. 商标注册标准

2.9.2.1. 客户保证自己为需要注册的商标的持有人。品牌必须依据销售报告涉及的国别完成注册。如果客户不是商标的持有人，则承诺已拥有商标持有人在所有目标国家使用商标的许可。在签署合同前，或者在每次提供另一个商标之前，要应泰案联的要求向泰案联提交书面授权。

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

客户承诺遵守以下有关在 TecDoc 中使用商标的规定：

(i) 不得在 TecDoc 中使用由多个独立商标组合而成的商标名称。

(ii) 不允许将公司名称放在商标名称前面，以期让其在字母顺序的 TecDoc 数据库中的排名提前。

(iii) 处理数据期间不允许在待客户编辑的文本字段中引用未在 TecDoc 中注册的商标。

2.9.2.3. 只有商品附加名称可添加在 TecDoc 中注册过的商标中，作为产品系列展示。如果将竞争对手的商标（必须已在 TecDoc 注册）作为一个产品系列，则必须在竞争对手的商标名称前加上 "genuine"（正品）。



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must be registered with TecDoc) as a product line, the brand name of the competitor's brand must be preceded by the suffix "genuine."

2.9.2.4. The Customer undertakes to remove designations that violate these criteria from the database within a reasonable period to be set by TecAlliance, which may not be less than two (2) weeks, as part of the next data delivery. If the Customer fails to comply with TecAlliance's request, TecAlliance is entitled to arrange for the removal of the data in breach of the contract at the Customer's expense.

### 2.9.3. Responsibility for the Data

2.9.3.1. The Customer warrants that it is the owner of all rights to the publication and use of the delivered data. Responsibility for the delivered data lies exclusively with the Customer.

2.9.3.2. TecAlliance reserves the right to exclude from publication any data that infringes the intellectual property rights of third parties, relates to products prohibited by law, or concerns products subject to an embargo or distribution restrictions. TecAlliance will inform the customer of the planned non-publication or deletion of the relevant data and give the customer the opportunity to comment.

2.9.3.3. If the customer does not submit a corresponding statement within a reasonable period of time, TecAlliance is entitled to delete the data. TecAlliance will review the statement. This does not apply in cases of obvious legal violations.

2.9.3.4. At no time shall TecAlliance be under an active obligation to search for such data.

### 2.9.4. Data Updates

2.9.4.1. TecAlliance ensures the regular maintenance of the product search structures and the TecDoc vehicle master data ("Reference Data") and makes them available to the customer in updated form at regular intervals. TecAlliance also provides the customer annually with a schedule of the dates for data delivery and publication, as well as the delivery of the Reference Data.

2.9.4.2. The customer is obligated to regularly and promptly maintain the data pertaining to their products and keep it up to date in the event of changes. The current data must in all cases correspond to the currently valid version of the Reference Data.

2.9.4.3. This obligation includes, in particular, that all relevant product information, such as new items, changed vehicle applications, price adjustments, etc., must be made available to TecAlliance immediately upon becoming known, so that TecAlliance can process it and make it available to the IAM.

2.9.4.4. The Customer is obligated 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 must use the currently valid version(s) of the data delivery software. TecAlliance continuously informs the Customer within the data delivery software about the currently valid version(s).

2.9.4.5. If the Customer violates the above obligation, TecAlliance reserves the right to validate the most recently delivered data using the valid version(s) of the data delivery software at the Customer's expense.

2.9.4.6. When delivering price data, the customer shall inform TecAlliance whether these prices may be disclosed.

2.9.4.7. TecAlliance will notify the customer of any errors in the delivered data that come to its attention. In such cases, the customer is obligated to correct the errors immediately or to assist TecAlliance in correcting them within the database.

### 2.9.5. Rights of Use

2.9.2.4. 客户承诺，在泰案联规定的合理期限内（不得少于两(2)周），在下次提交数据期间，从数据库中删除违反这些标准的名称。如果客户未按照泰案联的要求处理，泰案联有权自行安排删除违规数据，费用由客户承担。

### 2.9.3. 数据责任

2.9.3.1. 客户保证其拥有发布和使用所提供数据的所有权利。客户对所提供的数据承担全责。

2.9.3.2. 泰案联有权不公布侵犯第三方知识产权、涉及法律禁令的产品或受禁运或销售限制的产品的数据。泰案联将告知客户，相关数据将不予公布/予以删除，并给予其作出声明的机会。

2.9.3.3. 如果客户未在合理期限内作出任何声明，泰案联有权删除这些数据。如果客户作出了相应声明，泰案联将审查该声明。此条款不适用明显违反法律的情形。

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

### 2.9.4. 数据更新

2.9.4.1. 泰案联应确保定期维护产品搜索结构和 TecDoc 车辆主数据 ("Reference Data")，并应定期以更新形式提供给客户。此外，泰案联还应向客户提供一份关于数据提交和数据公布日期以及 Reference Data 交付的年度时间表。

2.9.4.2. 客户有义务定期、及时维护与其产品相关的数据，并在数据存在改动时及时更新。当前数据必须始终与当前有效版本的 Reference Data 一致。

2.9.4.3. 该义务尤其包括在得知所有相关产品信息（如新产品、车辆应用变更、价格调整等）后应立即将其提供给泰案联，以便泰案联进行处理并提供给汽车独立售后市场。

2.9.4.4. 客户有义务定期向泰案联提交和验证数据，但最迟每六 (6) 个月一次。为此，客户必须使用相应有效版本的软件进行数据提交。泰案联应在数据传输软件中持续向客户告知相应有效版本的更新信息。

2.9.4.5. 如果客户违反上述义务，泰案联有权对客户最后一次提供数据和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。

2.9.4.6. 提交价格数据后，客户应告知泰案联这些价格是否可以对外公开。

2.9.4.7. 当泰案联发现所提供的数据有错误时，应告知客户该错误。这种情况下，客户有义务立即纠正错误或配合泰案联纠正数据库中的错误。

### 2.9.5. 使用权



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2.9.5.1. The customer grants TecAlliance all necessary rights, and in particular the right to reproduce and make publicly available the data provided by the customer.

2.9.5.2. The customer is entitled to use the data in TecDoc format (item data created in conjunction with TecDoc Reference Data) for their own purposes. Permitted use for their own purposes includes, in particular, the creation and maintenance of the data, as well as communication with the data supplier's customers via product and price lists, online catalogs, online stores, print catalogs, and newsletters.

2.9.5.3. Furthermore, the Customer is not authorized to disclose data in TecDoc format to third parties other than affiliated companies.

#### 2.9.6. Fees (Entry Fee)

2.9.6.1. For the services to be provided by TecAlliance, the Customer shall pay fees for each brand it enters, which consist of a one-time entry fee and recurring annual fees.

2.9.6.2. For each brand the Customer adds, a one-time entry fee is payable, the amount of which is based on the actual revenue for the respective brand, calculated based on retail sales in IAM Europe and the fiscal year preceding the conclusion of the contract.

2.9.6.3. Each full million euros of net sales is multiplied by the rate for the entry fee, assuming a minimum of eight (8) million euros in sales. The sales caps (maximum fees) listed in the price list refer to provision 2.9.8.

2.9.6.4. The fee rate for the entry fee is determined by the price list valid at the time the contract is concluded.

#### 2.9.7. Annual Fee

2.9.7.1. For each brand that the customer lists, an annual fee is payable for the duration of the contract, the amount of which is based on the actual revenue for the respective brand, relative to trading activity in IAM Europe and to the fiscal year preceding the invoice date.

2.9.7.2. Each full million euros of net sales is multiplied by the annual fee rate, with a minimum sales figure of eight (8) million euros assumed. The sales caps (maximum fees) listed in the price list refer to provision 2.9.8.

2.9.7.3. An adjustment based on the previous year's revenue is performed annually. To this end, the customer is obligated to provide TecAlliance with the relevant revenue figures by the end of February of each year at the latest. The resulting new annual fee is valid as of April 1.

2.9.7.4. When determining the relevant sales figures, amounts below €500,000 in net sales are rounded down to the nearest million, and amounts of €500,000 or more in net sales are rounded up to the nearest million.

2.9.7.5. If the Customer adds a brand at a later date that, due to a legal or contractual acquisition of said brand, does not yet have its own prior-year sales figures at the time of addition, the prior-year sales figures of this brand from the legal predecessor shall be used as the basis for calculating the first annual fee for this additional brand.

2.9.7.6. Entry fees are charged without deductions upon conclusion of the contract; annual fees are calculated pro rata for the first time for the remaining period from the month of contract conclusion until the end of the year.

2.9.7.7. TecAlliance is entitled to request a certificate from a certified public accountant regarding the accuracy of the sales figures. If such an audit reveals discrepancies to the detriment of TecAlliance that exceed 5%, the customer shall bear the necessary costs of the audit. Deviations exceeding 10% constitute a

2.9.5.1. 客户应授予泰案联所有必要权利，尤其是复制客户提供的数据并公开的权利。

2.9.5.2. 客户有权为其自身目的使用 TecDoc 格式（与 TecDoc Reference Data 创建的产品数据之间的链接或关联）的数据。出于自身目的而允许，尤其包括创建和维护数据，通过产品表和价目表、互联网目录、互联网商店、印刷版目录和新闻通讯与数据供应商的客户进行沟通。

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

#### 2.9.6. 费用

2.9.6.1. 对于泰案联提供的服务，客户应为其录入的每个商标支付费用，费用分为一次性注册费和须每年缴纳的年费。

2.9.6.2. 客户应为其注册的每个商标支付一次性注册费，注册费金额根据各商标基于合同签订前一个财政年度中在欧洲汽车独立售后市场的贸易业务的实际营业额确定。

2.9.6.3. 净营业额每满一百万欧元后，用一百万欧元乘以注册费率，即为注册费，假定最低营业额为八(8)百万欧元。价目表中规定的销售上限（最高收费）参照第 2.9.8 条。

2.9.6.4. 注册费的收费标准根据签订合同时有效的价目表确定。

#### 2.9.7. 年费

2.9.7.1. 合同存续期间，客户应为其注册的每个商标支付一笔年费，金额根据各商标在欧洲汽车独立售后市场的贸易业务和开具发票的财政年度当年的实际营业额确定。

2.9.7.2. 净营业额每满一百万欧元后，用一百万欧元乘以注册费率，即为年费，假定最低营业额为八(8)百万欧元。价目表中规定的销售上限（最高收费）参照第 2.9.8 条。

2.9.7.3. 每年根据前一年的营业额进行调整。为此，客户有义务最迟在每年 2 月底之前将相关营业额数字告知给泰案联。由此得出的年费从 4 月 1 日起生效。

2.9.7.4. 确定相关营业额金额时，如果净营业额低于 500,000 欧元，应向下四舍五入到最近的整百万数；如果净营业额高于 500,000 欧元，应向上四舍五入到最近的整百万数。

2.9.7.5. 如果客户在以后的某个时间点引入一个商标，而该商标由于合法交易或合法收购，注册时客户上一年的营业额还未含有该商标，则应以该商标在前合法持有人的上一年营业额为基础，计算该新增商标的第一年的年费。

2.9.7.6. 注册费在合同签订时计算，不得扣减；按照从合同签订当月起至年末的剩余时间，按比例计算首次年费。

2.9.7.7. 泰案联有权就营业额金额准确性要求审计师出具审计证明。如果此类审计确定导致对泰案联不利的偏差超过 5%，则客户应承担必要的审计费用。如果偏差超过 10%，则构成严重违约，泰案联有权终止合同，恕不另行通知。如因缺少审计文件而无法进行审计时，则也有权就此特别终止合同。



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material breach of contract, entitling TecAlliance to terminate the contract for cause. This right also applies if the audit cannot be performed due to a lack of verifiable documentation.

2.9.7.8. The provisions regarding cost allocation and the right to extraordinary termination apply only if the discrepancies have adverse effects on TecAlliance with respect to the fees payable by the customer. In all other cases, TecAlliance shall bear the costs of the audit.

2.9.7.9. If information regarding sales figures is not provided in a timely manner, TecAlliance is entitled to terminate the contract without notice. TecAlliance warrants that the sales figures provided by the customer will be treated confidentially.

2.9.7.10. The Customer is obligated to immediately notify TecAlliance of any transfer of rights of use to trademarks uploaded by the Customer. If the right of use to the uploaded trademark is transferred to an affiliated company, the billing remains unchanged. If the transfer of the right of use results in the termination of the Customer's right of use to a submitted trademark and the right of use is not transferred to an affiliated company, billing for this trademark shall cease.

#### 2.9.8. Maximum Fees

2.9.8.1. Customers with multiple brands are no longer billed each brand separately, but rather on a consolidated basis up to a maximum turnover of €60 million. In this context, each brand with an actual turnover of less than €8 million is recorded at the minimum turnover of €8 million. No further annual fees will be charged if the cumulative trading revenue in IAM for all brands entered in TecDoc has reached the maximum limit of €60 million. This requires a single contractual partner for all brands and centralized billing to the address provided by the customer.

2.9.8.2. The rule set forth in Clause 2.9.8.1. does not apply in the event of a merger or acquisition involving two or more companies that are already data suppliers. In the event of a merger or acquisition between data suppliers, the following rules apply to the calculation of fees: Provided that the brands entered remain unchanged before and after a merger or acquisition—namely, registered as TecDoc brands—the fees remain unchanged.

2.9.8.3. Upon the addition of a new brand, a one-time license fee will be charged to cover the increased costs of review and data entry. This provision applies only to contracts with a maximum turnover exceeding €60 million. No further annual fees will be charged provided the customer does not exceed a total of 15 brands with this brand. Starting with the 16th brand, an additional flat-rate annual fee will be charged per brand to compensate for the costs of the monthly production process and additional expenses. These fees will also be adjusted proportionally in the event of a general fee increase.

#### 2.9.9. Contract Term and Termination

Notwithstanding Section 1.10.3 of these Terms and Conditions, the minimum contract term is three (3) years and the notice period is six (6) months.

#### 2.9.10. Liability

2.9.10.1. TecAlliance assumes no guarantee or warranty for the relevance, completeness, accuracy of content, or freedom from errors of the data. TecAlliance therefore assumes no liability whatsoever for any losses or damages resulting from inaccuracies or incompleteness in the data provided by the customer or from a failure to update the data.

2.9.10.2. TecAlliance assumes no responsibility or liability for the content of data and information provided by the customer. TecAlliance is under no obligation to verify the legality of the data and information provided.

2.9.7.8. 只有当偏差影响了泰案联客户的应付费用时，才适用费用承担条款或特殊解约权条款。否则，泰案联应承担审计费用。

2.9.7.9. 如果未按时提供有关营业额金额的信息，泰案联有权终止合同，恕不另行通知。泰案联保证对客户提供的营业额金额保密。

2.9.7.10. 如果客户对所注册的商标进行了转让，则有义务立即告知泰案联。如果注册商标的使用权转让给了关联公司，则发票应保持不变。如果因转让注册商标使用权导致客户对该商标的使用权失效，并且如果使用权没有转让给关联公司，则应取消该商标的计费。

#### 2.9.8. 最高费用

2.9.8.1. 拥有多个商标的客户不再按每个商标分别计费，而是按最高 6000 万欧元的营业额总额计费。这种情况下，如果每个商标的实际营业额不足 800 万欧元，则按照最低营业额 800 万欧元计费。如果 TecDoc 中注册的所有商标在汽车独立售后市场中的累计交易额达到 6000 万欧元的最高限额，则不再计算年费。前提条件是，所有商标都归属于同一个合同方，且发票都是集中开具至客户提供的地址。

2.9.8.2. 条款 2.9.8.1 中规定的规则不适用于就已经是数据提供商的两家或两家以上的公司发生合并或收购的情形。若数据提供商之间发生合并或收购，费用计算适用以下规则：只要注册的商标在合并或收购前后保持不变，即已注册为 TecDoc 商标，则费用保持不变。

2.9.8.3. 如果增加了一个新商标，将收取一次性许可证费，以支付增加的审查和注册费用。本规定仅对营业额超过最高 6000 万欧元的合同适用。如果持有该商标的客户商标数不超过 15 个，则不收取额外年费。从第 16 个商标开始，每个商标将额外收取定额年费，以支付每月生产流程所产生的成本和额外支出。如果费用普遍上涨，此类费用也将按比例调整。

#### 2.9.9. 合同存续期与解约

与本一般商业条款第 1.10.3 条不同的是，最低合同存续期为三(3)年，解约期为六(6)个月。

#### 2.9.10. 责任

2.9.10.1. 泰案联既不保证也不担保数据的相关性、完整性、准确性和正确性。因此，对于因客户所提供数据不正确或不完整或未能更新数据造成的任何损失或损害，泰案联概不负责。

2.9.10.2. 泰案联对客户所提供数据和信息的内容不承担任何责任或义务。泰案联没有义务检查其所提供数据和信息的合法性。



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2.9.10.3. Should the data and information provided by the customer contain legal violations, the customer shall indemnify TecAlliance against all resulting claims and bear the resulting costs. This also includes the costs of legal defense.

2.9.10.4. TecAlliance assumes full liability for the TecDoc search tree structure, the reference data, and the TecDoc master data, and indemnifies the customer against any liability regarding the aforementioned data. This applies in particular to the use of the aforementioned data in the context of data maintenance in accordance with the provisions of this contract.

2.9.10.5. The Customer's liability for data provided by them is limited to the term of the Agreement.

2.9.10.6. The Customer assumes no liability whatsoever for subsequent modifications and/or adaptations of the TecDoc search tree structure, the Reference Data, and the TecDoc master data by TecAlliance and/or other customers.

#### 2.9.11. Marketing

The parties are permitted to advertise their mutual cooperation. However, all advertising measures must be approved in advance by the other party. When using the "TecAlliance Data Supplier" logo, the Customer is obligated to use the currently valid version of the logo.

#### 2.10. PartCat Online, TecDoc DMM Online, TecDoc ONE

##### 2.10.1. Scope of Services

2.10.1.1. TecAlliance is obligated to provide the Customer with access to the PartCat Online/TecDoc DMM Online/TecDoc ONE software during the term of the contract.

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

2.10.1.3. The hardware and software required on the customer's side for the use of PartCat Online/TecDoc DMM Online/TecDoc ONE must be provided by the customer. The customer must configure and install these independently.

2.10.1.4. TecAlliance may modify PartCat Online/TecDoc DMM Online/TecDoc ONE and make it available to the customer as an update. Upgrades that may affect the customer's implementation will be announced by TecAlliance with reasonable notice. The customer is obligated to incorporate such updates into their implementation immediately upon receipt.

##### 2.10.2. Rights of Use

2.10.2.1. Permitted 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 to the customer's product data.

2.10.2.2. PartCat Online/TecDoc DMM Online/TecDoc ONE may only be used to transmit data for those brands for which a valid data supplier agreement exists and for which TecAlliance has assigned access authorization or access data in accordance with the contractual agreement.

2.10.2.3. The provision of access data and/or PartCat Online/TecDoc DMM Online/TecDoc ONE to third parties (e.g., service providers) is only permitted with prior approval from TecAlliance.

##### 2.10.3. Maintenance and Troubleshooting

TecAlliance warrants that PartCat Online/TecDoc DMM Online/TecDoc ONE will maintain the contractually agreed specifications (see Service Description)

2.9.10.3. 如果客户提供的数据和信息包含违法内容，由此产生的所有索赔应由客户全责承担。并承担所有产生的费用，其中也包括法律辩护的费用。

2.9.10.4. 泰案联对 TecDoc 搜索树结构、Reference Data 和 TecDoc 主数据承担全部责任，并免除客户对上述数据的任何责任。尤其是根据本合同的条款在数据维护期间使用上述数据时，尤其适用本条款。

2.9.10.5. 客户仅在合同存续期内对其提供的数据承担责任。

2.9.10.6. 对于泰案联和/或其他客户对 TecDoc 搜索树结构、Reference Data 和 TecDoc 主数据的收缩调整和/或改编，客户不承担任何责任。

#### 2.9.11. 市场营销

各合同方可以对他们彼此的合作关系进行宣传。但是，所有广告措施都必须事先征得对方的同意。使用“TecAlliance Data Supplier”标志时，客户有义务使用该标识的最新版本。

#### 2.10. PartCat Online、TecDoc DMM Online、TecDoc ONE

##### 2.10.1. 服务内容

2.10.1.1. 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 软件的访问权限。

2.10.1.2. PartCat Online/TecDoc DMM Online/TecDoc ONE 以 SaaS (Software as a Service) 形式提供。

2.10.1.3. 使用 PartCat Online/TecDoc DMM Online/TecDoc ONE 所需的硬件和软件由客户自行提供。客户须自行对其进行配置和安装。

2.10.1.4. 泰案联可能会修改 PartCat Online/TecDoc DMM Online/TecDoc ONE 并以更新的形式提供给客户。泰案联应在适当的通知期内向客户告知可能影响客户实施的升级。客户有义务在收到消息后立即实施更新。

##### 2.10.2. 使用权

2.10.2.1. 允许客户对 PartCat Online/TecDoc DMM Online/TecDoc ONE 的合规使用，即传输客户对产品数据所做的更改、删除和更新。

2.10.2.2. PartCat Online/TecDoc DMM Online/TecDoc ONE 仅可用于传输已签订有效数据提供商合同且泰案联已根据合同协议为其分配访问授权或访问数据的商标数据。

2.10.2.3. 只能在泰案联同意后，才能向第三方（如服务供应商）提供访问数据和/或 PartCat Online/TecDoc DMM Online/TecDoc ONE。

##### 2.10.3. 维护和错误处理

泰案联保证在合同期内，PartCat Online/TecDoc DMM Online/TecDoc ONE 具有合同约定的质量（见服务说明），并且按照合同使用 PartCat Online/TecDoc DMM



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throughout the term of the agreement, and that no third-party rights will interfere with the use of PartCat Online/TecDoc DMM Online/TecDoc ONE in accordance with the agreement. TecAlliance will remedy any defects in PartCat Online/TecDoc DMM Online/TecDoc ONE within a reasonable time (updates).

#### 2.10.4. Price Adjustments for TecDoc ONE

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

#### 2.11. DMM

##### 2.11.1. Scope of Services

2.11.1.1. TecAlliance is obligated to make the DMM software available to the customer during the term of the contract.

2.11.1.2. The software is made available to the customer for download.

2.11.1.3. The software includes the necessary functionality to enter data or parts and link them to TecDoc vehicles. After the software is made available, the customer must enter the data independently and transmit it to TecAlliance.

2.11.1.4. The hardware and software required to operate the software must be provided by the customer. The customer must configure and install the software independently.

##### 2.11.2. Rights of Use

2.11.2.1. Permitted use includes the installation of the software, loading it into the working memory, and its intended use by the customer.

2.11.2.2. The software may only be used by the customer to maintain data for those brands for which the customer has a valid data supplier agreement with TecAlliance.

2.11.2.3. The provision of the software by the customer to third parties for external data maintenance is generally prohibited. It may only be transferred to third parties in justified exceptional cases with the prior consent of TecAlliance.

2.11.2.4. In such cases, the Customer must require the third party to use the Software exclusively in accordance with the provisions of this Agreement.

##### 2.11.3. Maintenance

2.11.3.1. TecAlliance warrants that the Software will maintain the contractually agreed quality throughout the term of the Agreement and that no third-party rights preclude the use of the Software in accordance with the Agreement. TecAlliance will remedy any defects in the Software within a reasonable time.

2.11.3.2. The Customer is obligated to notify TecAlliance of any defects in the Software immediately upon their discovery. In the case of material defects, this notification must include a description of when the defects occurred and the specific circumstances.

2.11.3.3. TecAlliance shall provide updates to the Customer as part of maintenance. The Customer is obligated to install updates immediately, but no later than four (4) weeks after receiving them, and to cease using outdated versions of the software.

##### 2.11.4. Documentation, Training

2.11.4.1. TecAlliance offers a one-day, free training session on the use of the software for the Customer's employees via webinar or at TecAlliance's location in Shanghai.

Online/TecDoc ONE 不会侵犯第三方的权利。泰案联将在适当的时间内排除 PartCat Online/TecDoc DMM Online/TecDoc ONE 的任何缺陷 (更新)。

#### 2.10.4. TecDoc ONE 价格调整

TecDoc ONE 的价格变化与客户现有数据提供商许可证的价格变化息息相关。如果数据提供商许可证价格发生变化, 则 TecDoc ONE 的价格将按数据提供商许可证变化金额的 1/3 (三分之一) 进行调整, 无需另行通知。

#### 2.11. DMM

##### 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 DMM 软件。

2.11.1.2. 为客户提供该软件下载渠道。

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

2.11.1.4. 运行软件所需的硬件和软件由客户自行准备。客户须自行配置和安装该软件。

##### 2.11.2. 使用权

2.11.2.1. 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。

2.11.2.2. 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提供商合同的自身商标。

2.11.2.3. 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, 在事先获得泰案联同意后, 才能够转发给第三方。

2.11.2.4. 这种情况下, 第三方必须向客户承诺, 仅根据本合同条款使用软件。

##### 2.11.3. 维护

2.11.3.1. 泰案联保证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。

2.11.3.2. 客户有义务在发现软件缺陷后立即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。

2.11.3.3. 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。

##### 2.11.4. 文档、培训

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



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2.11.4.2. Installation and configuration instructions are not covered by this contract but may be agreed upon separately between the parties.

## 2.11.5. Support

2.11.5.1. Support is provided by TecAlliance or a third party commissioned by TecAlliance. It is divided into:

(i) First-level support (telephone troubleshooting by a Customer Help Desk – CHD; advice on technical questions regarding the application – operation, known errors) and

(ii) Second-Level Support (handling and diagnosis of problem reports from First-Level Support; resolution of the error and provision of a workaround or fix).

2.11.5.2. All support services (exception: training support) may be provided by TecAlliance or a third party commissioned by TecAlliance via telephone or remote service. If the customer does not permit remote service and on-site support is therefore necessary, the customer shall bear the resulting costs and expenses.

2.11.5.3. Should specific issues require further measures, TecAlliance will provide on-site support at the customer's expense.

2.11.5.4. Support availability is based on standard 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.

2.11.5.5. Support is available in Chinese and English.

## 2.12. TecDoc Data Wave

### 2.12.1. Scope of Service

2.12.1.1. TecAlliance provides an upload portal to which complete packages of TecDoc-formatted data (TAF) can be sent, which are published in the TecDoc distribution channels.

2.12.1.2. TecDoc Data Wave is provided as Software as a Service (SaaS). TecAlliance provides the customer with the necessary access credentials for uploading TecDoc data packages.

2.12.1.3. The hardware and software required by the customer to use TecDoc Data Wave must be provided by the customer. The customer must configure and install these themselves.

2.12.1.4. TecAlliance may modify TecDoc Data Wave and make it available to the customer as an upgrade. Upgrades that may affect the customer's implementation will be announced by TecAlliance in advance with reasonable notice. The customer is obligated to implement upgrades immediately upon receipt.

### 2.12.2. Rights of Use

2.12.2.1. The customer is obligated to upload defined data packages in TecDoc format containing current product information in accordance with the TecDoc standard.

2.12.2.2. The use of TecDoc Data Wave to transmit data for brands is only permitted in conjunction with and subject to the condition that a valid TecDoc data supplier agreement is in place and TecAlliance has granted access authorization or access credentials in accordance with the current terms and conditions.

2.12.2.3. The customer has the right to upload the data package for data validation prior to publication. The use of TecDoc Data Wave exclusively for data validation

2.11.4.2. 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。

## 2.11.5. 技术支持

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

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

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

2.11.5.2. 所有技术支持服务（例外：培训支持）由泰案联或泰案联委托的第三方以电话或远程服务的方式提供。如果客户不同意进行远程服务并因此需要进行现场技术支持，则客户须承担由此产生的成本和费用。

2.11.5.3. 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。

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

2.11.5.5. 可用汉语和英语提供技术支持。

## 2.12. TecDoc Data Wave

### 2.12.1. 服务内容

2.12.1.1. 泰案联提供一个上传点，可以向其发送在 TecDoc 销售渠道中发布的 TecDoc 格式化数据(TAF)的完整数据包。

2.12.1.2. TecDoc Data Wave 以软件即服务(SaaS)形式提供。泰案联为客户提供上传 TecDoc 数据包所必需的访问数据。

2.12.1.3. 客户使用 TecDoc Data Wave 所需的硬件和软件必须由客户自行提供。客户必须自行对其进行配置和安装。

2.12.1.4. 泰案联可以更改 TecDoc Data Wave，并作为升级版提供给客户。对于可能影响客户执行的升级，由泰案联按照恰当的通知期限进行事先通知。客户有义务在收到以后立即执行升级。

### 2.12.2. 使用权

2.12.2.1. 客户有义务按照 TecDoc 标准上传包含最新产品信息的 TecDoc 格式的指定数据包。

2.12.2.2. 只能在具备有效 TecDoc 数据供应商合同、泰案联根据最新条款分配了访问权限或访问数据的前提下，使用 TecDoc Data Wave 传输商标的数据。

2.12.2.3. 客户有权在发布前上传数据包，对数据进行验证。仅将 TecDoc Data Wave 用于数据验证属于违反合同，泰案联有权根据 1.17 项解除 TecDoc Data Wave 合同，恕不另行通知。



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constitutes a breach of contract and entitles TecAlliance to terminate the TecDoc Data Wave contract for cause in accordance with Section 1.17.

2.12.2.4. The service is based on the processing of valid TAF-formatted packages in accordance with the documentation provided to the customer. It is the customer's responsibility to ensure compliance with this standard. TecAlliance reserves the right to charge the customer for all costs associated with failed upload attempts due to non-compliant data uploaded by the customer.

### 2.12.3. Onboarding and Fees

2.12.3.1. For the services to be provided by TecAlliance, the fee consists of a one-time onboarding fee and a fee for each published data package. A second validation run is free of charge upon publication of a data package. A third and any subsequent validation runs without publication are considered an additional chargeable publication.

2.12.3.2. TecAlliance will provide the customer with a free TecDoc Data Wave test environment within ten (10) business days of the contract's conclusion. This applies until the transition to the production environment. TecAlliance assumes no liability for the operation of the test environment.

### 2.12.4. Maintenance and Troubleshooting

2.12.4.1. TecAlliance guarantees that the contractually agreed quality of TecDoc Data Wave is maintained during the term of the contract.

2.12.4.2. The customer is obligated to notify TecAlliance in writing of any defects in TecDoc Data Wave immediately upon their discovery.

2.12.4.3. TecAlliance is obligated to investigate the defects in TecDoc Data Wave reported by the customer if the following conditions are met:

- i. The error is reproducible;
- ii. The error occurs in the latest version of TecDoc Data Wave and the customer has implemented this version;
- iii. The customer provides TecAlliance with all information regarding the circumstances under which the error occurred.

2.12.4.4. TecAlliance will provide the customer with updates for TecDoc Data Wave as part of maintenance and development. The customer is obligated to implement the updates immediately upon receipt.

### 2.12.5. Documentation

The customer will receive user documentation. This is provided to the customer exclusively for internal use.

### 2.12.6. Support

2.12.6.1. All support services may be provided by TecAlliance or by a third party commissioned by TecAlliance via telephone or remote service. If the customer does not permit remote service, thereby necessitating on-site support, the customer shall bear the resulting costs and expenses. If specific problems require further measures, TecAlliance will offer a chargeable on-site service.

2.12.6.2. Should specific issues require further measures, TecAlliance will provide on-site support for a fee. Support is available Mon–Fri, 8:00 a.m.–6:00 p.m. CET. No support is provided on the following days: January 1, December 25, December 26. An on-call service is available exclusively for highly critical cases via email on these days from 8:00 AM to 6:00 PM. On weekends and holidays, an on-call service is available

2.12.2.4. 该服务是基于提供给客户的文档，处理有效的 TAF 格式的数据包。客户有责任确保遵守这一标准。泰案联保留要求客户承担因客户上传的数据不一致造成上传尝试失败产生的所有费用的权利。

### 2.12.3. 发布和费用

2.12.3.1. 对于需要由泰案联履行的服务，客户需要缴纳费用。该费用包括一次性入门费，以及发布的每个数据包的费用。在发布数据包时，第二个验证流程免费。未发布的第三个和后续验证流程被视为再次发布须缴费用。

2.12.3.2. 在签署合同之后十(10)个工作日内，泰案联向客户提供免费 TecDoc Data Wave 测试环境。这一环境在切换为生产环境之前有效。TecAlliance 对测试环境的运行不承担任何责任。

### 2.12.4. 维护和故障处理

2.12.4.1. 泰案联保证在合同有效期内 TecDoc Data Wave 具有合同约定的质量。

2.12.4.2. 在发现 TecDoc Data Wave 的缺陷之后，客户有义务立即书面通知泰案联。

2.12.4.3. 如果满足以下前提条件，泰案联有义务调查由客户报告的 TecDoc Data Wave 的错误：

- i. 错误能再现；
- ii. 错误出现在最新版本的 TecDoc Data Wave 中，客户执行了该版本；
- iii. 客户为泰案联提供有关出现错误情况的所有信息。

2.12.4.4. 泰案联在维护和开发时为客户提供 TecDoc Data Wave 的升级。客户有义务在收到以后立即执行升级。

### 2.12.5. 文档

客户收到用户文档。该用户文档仅供客户内部使用。

### 2.12.6. 支持

2.12.6.1. 可由泰案联或者受泰案联委托的第三方通过电话或远程服务履行所有支持服务。如果客户不支持远程服务，因此需要现场支持，则客户承担因此产生的成本和费用。如果具体问题需要采取其它措施，则泰案联会提供付费现场服务。

2.12.6.2. 如果特殊问题需要采取其它措施，则泰案联提供付费的现场支持。可在周一至周五欧洲中部时间 8:00 – 18:00 提供支持。以下日期不提供支持：1 月 1 日、12 月 25 日、12 月 26 日。在这些日期的 8:00 – 18:00，仅针对极其严重的情况通过电子邮件提供值班服务。在周末和节假日，周一至周五 18:00 – 20:00 以及周六和周日 10:00 – 18:00，针对极其严重的情况通过电子邮件提供值班服务。



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exclusively for highly critical cases via email from Monday through Friday 6:00 PM – 8:00 PM and on Saturdays and Sundays from 10:00 AM – 6:00 PM.

Support is provided in English.

## 2.13. myITG

### 2.13.1. Scope of Services

2.13.1.1. TecAlliance provides the customer with access to the software via remote access over the Internet (Software-as-a-Service, SaaS).

2.13.1.2. The software is continuously developed and improved. As part of this development, individual functions may be modified or removed, provided that this does not jeopardize the customer's ability to achieve the purpose of the contract.

2.13.1.3. The data contained in the software either originates from other customers or is researched by TecAlliance with the due diligence required under the circumstances. The assessment of the accuracy, timeliness, and completeness of the data is the sole responsibility of the customer.

### 2.13.2. License Models

2.13.2.1. The software is offered in different versions, which vary in their range of functions.

2.13.2.2. Use of the free version (Basic) requires that the customer be listed on the TecAlliance website as a TecDoc data provider with at least one of their brands.

2.13.2.3. Customers who do not meet the requirement specified in section 2.13.2.2 may use only the paid versions (Plus & Pro) of the software.

### 2.13.3. Customer Obligations

2.13.3.1. An essential component of the software is the accuracy, timeliness, and completeness of the data it contains. The customer is therefore required to keep their data in the software up to date at all times and to work toward corrections as needed.

2.13.3.2. The customer warrants that they will only provide and publish data that does not violate legal regulations and/or the rights (including intellectual property rights) of third parties.

### 2.13.4. Transfer of Rights of Use

2.13.4.1. The customer is the owner of the data that they enter into and/or publish in the software.

2.13.4.2. The Customer grants TecAlliance and its affiliated companies as defined in Section 1.1.5 a non-exclusive, worldwide, transferable, and sublicensable right, limited to the term of this Agreement, to process, reproduce, distribute, and make publicly available the data that the Customer enters into and/or publishes in the Software. The right of use is limited to the functionalities of the Software.

### 2.13.5. Customer-Specific Modifications (COP)

Customer-specific modifications to the software (COP) are not part of this Agreement. TecAlliance will forward any such requests to a service provider. The agreement regarding the COP is concluded exclusively between the service provider and the Customer.

## 2.13.6. Support

2.13.6.1. Support is provided by TecAlliance or a third party commissioned by TecAlliance. It is divided into:

以英语提供支持。

## 2.13. myITG

### 2.13.1. 服务内容

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

2.13.1.2. 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的前提下, 部分功能可能发生变化或失效。

2.13.1.3. 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。

### 2.13.2. 许可模式

2.13.2.1. 提供不同版本软件, 其区别在于功能范围不同。

2.13.2.2. 使用免费版本(Basic)的前提是, 客户被列在泰案联网站上, 且客户的至少一个商标被列为 TecDoc 数据提供商。

2.13.2.3. 不满足第 2.13.2.2 条所列前提条件的客户, 只能使用软件的收费版本(Plus & Pro)。

### 2.13.3. 客户义务

2.13.3.1. 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。

2.13.3.2. 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。

### 2.13.4. 转移使用权

2.13.4.1. 客户是其输入到软件中和/或公布在软件中的数据的的所有者。

2.13.4.2. 客户为泰案联及其符合第 1.1.5 条的关联公司授予非排他的、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。

### 2.13.5. 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。

## 2.13.6. 技术支持

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



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2.13.6.1.1. First-Level Support (telephone troubleshooting by a Customer Help Desk – CHD; consultation on technical questions regarding the application – operation, known errors) and

2.13.6.1.2. Second-Level Support (handling and diagnosis of problem reports from First-Level Support; resolution of the error and provision of a workaround or corrected version).

2.13.6.2. All support services (exception: training support) may be provided by TecAlliance or a third party commissioned by TecAlliance via telephone or remote service. If the customer does not permit remote service and on-site support is therefore necessary, the customer shall bear the resulting costs and expenses.

2.13.6.3. Should specific issues require further measures, TecAlliance will provide on-site support at the customer's expense.

2.13.6.4. Support availability is based on standard business hours (Mon–Fri, 9:30 a.m.–18:00 p.m. China Beijing Time). No support is provided on public holidays.

2.13.6.5. Support is available in Chinese and English.

### 2.13.7. Term and Termination

Notwithstanding Section 1.10.3, there is no minimum contract term for the free version (Basic) of the software. In this case, the notice period is seven (7) days to the end of the month.

### 2.14. Demand Dashboard

#### 2.14.1. Scope of Services

2.14.1.1. TecAlliance provides the customer with access to the software via remote access over the Internet (Software-as-a-Service, SaaS).

2.14.1.2. The software is continuously developed and improved. As part of this development, individual functions may be modified or removed, provided that this does not jeopardize the customer's ability to achieve the purpose of the contract.

2.14.1.3. The software may only be used by persons to whom TecAlliance has assigned access authorization or access credentials in accordance with the contractual agreement. Access authorization is personal and may not be transferred to other persons or used by other persons

2.14.1.4. The reports generated using the software are intended exclusively for the customer's internal use. Disclosure to third parties and/or publication is prohibited. This does not apply to disclosure to service providers acting on behalf of the customer. The customer's responsibility for compliance with these contractual terms remains unaffected.

#### 2.14.2. Obligations of the Customer

2.14.2.1. The customer shall fulfill all obligations necessary for the performance and execution of this contract in a timely, complete, and technically proper manner, in particular: reviewing the services offered with regard to their requirements; ensuring that TecAlliance's minimum requirements for the hardware and software used by the customer are met; observing TecAlliance's instructions for error prevention; protecting local IT systems from malware infection; Regularly backing up the data and content transmitted to TecAlliance.

2.14.2.2. If a third party asserts a legal violation based on 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 reasonable doubt regarding the legality of the data and/or content based on objective evidence. In this case,

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

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

2.13.6.2. 所有技术支持服务（培训支持例外）由泰案联或泰案联委托的第三方通过电话或远程服务的方式提供。如果客户不同意进行远程服务并因此需要进行现场技术支持，则客户须承担由此产生的成本和费用。

2.13.6.3. 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。

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

2.13.6.5. 可用汉语和英语提供技术支持。

### 2.13.7. 存续期与解约

与第 1.10.3 条不同，软件的免费版本(Basic) 没有最短合同存续时间。这种情况下，解约期为月末前七(7)天。

### 2.14. Demand Dashboard

#### 2.14.1. 服务内容

2.14.1.1. 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其使用。

2.14.1.2. 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的前提下，部分功能可能发生变化或失效。

2.14.1.3. 软件只能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。

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

#### 2.14.2. 客户义务

2.14.2.1. 客户应该及时、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。

2.14.2.2. 如果第三方主张使用泰案联提供给客户的数据和/或内容导致了权利收到侵犯，如果有客观的证据证明对数据和/或内容的合法性是有疑问，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



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TecAlliance will request that the customer remedy the infringement within a reasonable period of time or prove the legality of the data and/or content. If the customer fails to comply with this request, TecAlliance is entitled, without prejudice to further rights and claims, to terminate the contract for good cause without notice. Any costs incurred by TecAlliance as a result of the aforementioned measures will be billed to the Customer. If the Customer is responsible for the legal violation, the Customer shall compensate TecAlliance for any resulting damages and indemnify TecAlliance against any claims by third parties. Further rights are reserved.

2.14.2.3. The customer is obligated to keep the usage and access permissions assigned to them or the users, as well as other agreed-upon identification and authentication tools, confidential, to protect them from access by third parties, and not to disclose them to unauthorized third parties.

#### 2.14.3. User Management

TecAlliance will create an admin user for the Customer in the software after the contract begins. Further management of users in accordance with the contract is the responsibility of the Customer.

#### 2.14.4. Support

2.14.4.1. TecAlliance provides support for the software via email.

2.14.4.2. Customer support requests must include the following information: Subject: Demand Dashboard + brief description of the error + customer's company name; User details: First name, last name, email address; Detailed description of the error; Time the error occurred; Browser; Operating system; Appropriate screenshots, if possible.

2.14.4.3. Support requests containing the information described above will be accepted by TecAlliance exclusively at support.cgn@tecalliance.net.

2.14.4.4. A user guide containing instructions for using the software is available to the customer within the software itself.

#### 2.15. TecDoc PMA

##### 2.15.1. Scope of Services

2.15.1.1. TecAlliance provides the Customer with access to the software via remote access over the Internet (Software-as-a-Service, SaaS).

2.15.1.2. As part of the software's further development, individual functions may be modified or removed, provided that this does not jeopardize the achievement of the contractual purpose in the customer's favor.

2.15.1.3. The Software may only be used by persons to whom TecAlliance has assigned access authorization or access data in accordance with the contractual agreement. Access authorization is personal and may not be transferred to other persons or used by other persons.

2.15.1.4. The Customer may only grant access authorization or access data to persons who are employed by the Customer or an affiliated company. Should the Customer engage an external service provider (1.6.5.), the service provider shall only receive access after notification to TecDoc-PMA-notification@tecalliance.net ; the provisions of 1.6.5. and 1.6.6. remain unaffected by this.

2.15.1.5. The reports generated using the software are intended exclusively for the Customer's internal use. Disclosure to third parties and/or publication is prohibited. This does not apply to disclosure to service providers acting on behalf of the Customer (1.6.5.). The Customer's responsibility for compliance with these contractual terms remains unaffected.

求, 则泰案联可以在不影响其他权利和要求的条件下, 以适当的理由终止合同, 二不另行通知。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其免受任何第三方的索赔。进一步的权利应予以保留。

2.14.2.3. 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。

#### 2.14.3. 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其用户。

#### 2.14.4. 技术支持

2.14.4.1. 泰案联通过电子邮件提供软件技术支持。

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

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

2.14.4.4. 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。

#### 2.15. TecDoc PMA

##### 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. 软件进一步开发期间, 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。

2.15.1.3. 软件只能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。访问授权具体到人且不得转移给其他人或由其他人使用。

2.15.1.4. 客户只能向受雇于客户或关联公司的人员授予访问权限或访问数据。如果客户委托外部服务提供商 (1.6.5.), 则其只有在通知 TecDoc-PMA-notification@tecalliance.net 后才能获得访问权限; 1.6.5 和 1.6.6 中的规定不受此影响。

2.15.1.5. 使用软件创建的报告仅供客户内部使用。不允许转移给第三方和/或进行公布。此条不包括转交给受客户委托的服务提供商 (1.6.5.)。客户遵守本合同条款的责任不受影响。



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## 2.15.2. Obligations of the Customer

2.15.2.1. The Customer shall fulfill all obligations necessary for the performance and execution of this Agreement in a timely, complete, and technically proper manner, in particular: reviewing the services offered with respect to the Customer's requirements; ensuring that TecAlliance's minimum requirements for the hardware and software used by the Customer are met; following TecAlliance's instructions for error prevention; protecting local IT systems from malware infection; Regularly backing up the data and content transmitted to TecAlliance.

2.15.2.2. If a third party asserts a legal infringement based on 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 reasonable doubt regarding the legality of the data and/or content based on objective evidence. In this case, TecAlliance will request that the customer remedy the infringement within a reasonable period of time or prove the legality of the data and/or content. If the customer fails to comply with this request, TecAlliance is entitled, without prejudice to further rights and claims, to terminate the contract for good cause without notice. Any costs incurred by TecAlliance as a result of the aforementioned measures will be billed to the Customer. If the Customer is responsible for the legal violation, they shall compensate TecAlliance for any resulting damages and indemnify TecAlliance against any claims by third parties. Further rights are reserved.

2.15.2.3. The customer is obligated to keep the usage and access permissions assigned to them or to users, as well as other agreed-upon identification and authentication tools, confidential, to protect them from access by third parties, and not to disclose them to unauthorized third parties.

2.15.2.4. The Customer may use the software only in accordance with the contract and technical documentation. Automated access, bulk queries, or automated bulk generation of reports are prohibited.

2.15.2.5. Access to the software is permitted exclusively via the TecAlliance user interface, unless a separately licensed interface has been agreed upon. TecAlliance may employ technical measures to prevent excessive report generation.

## 2.15.3. Support

2.15.3.1. TecAlliance provides support for the software via email or telephone from Monday through Friday, 9:30 a.m. to 18:00 p.m. Exceptions to this are on public holidays in the P.R. China.

2.15.3.2. Customer support requests must include the following information: Subject: TecDoc PMA + brief error description + customer's company name; User details: First name, last name, email address; Detailed error description; Time the error occurred; Relevant screenshots; and, for support regarding individual reports, the report ID displayed in the system.

2.15.3.3. Support requests containing the information described above are accepted by TecAlliance exclusively at support.cgn@tecallyance.net. In urgent cases, TecAlliance provides telephone support at +021 33870258.

2.15.3.4. The software itself provides customers with a user guide containing instructions on how to use the software.

## 2.15.4. Use of the TecDoc Catalogue Data Database

2.15.4.1. The software can only be used in conjunction with the TecDoc Catalogue Data database. This database provides the data foundation for the software's functionality.

2.15.4.2. If the customer has already licensed the TecDoc Catalogue Data database, the customer is entitled to use the data acquired under the license within the

## 2.15.2. 客户义务

2.15.2.1. 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；定期备份向泰案联所传输的数据和内容。

2.15.2.2. 如果第三方主张使用泰案联提供给客户的数据和/或内容导致了权利收到侵犯，如果有客观的证据证明数据和/或内容的合法性是有疑问，则泰案联有权完全或部分、暂时或永久性屏蔽此内容。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条件下，以适当的理由终止合同，而不另行通知。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其免受任何第三方索赔。进一步的权利应予以保留。

2.15.2.3. 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。

2.15.2.4. 客户仅可按照合同及技术文档的规定使用该软件。禁止自动访问、批量查询或机器批量生成报告。

2.15.2.5. 除非已就单独授权的界面达成协议，否则仅允许通过泰案联用户界面访问软件。泰案联有权采取技术措施以防止过度的报告生成。

## 2.15.3. 技术支持

2.15.3.1. 泰案联通过电子邮件或电话在周一至周五 09:30 至 18:00 期间提供软件支持服务。中国公共假日不提供支持服务。

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

2.15.3.3. 泰案联仅通过 support.cgn@tecallyance.net 接收包含上述信息的技术支持请求。紧急情况下，泰案联通过+021 3387 0258 提供电话支持。

2.15.3.4. 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。

## 2.15.4. TecDoc Catalogue Data 数据库的使用

2.15.4.1. 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。

2.15.4.2. 如果客户已经获得了 TecDoc Catalogue Data 数据库的许可证，则客户也有权在软件中使用基于许可证所获得的数据。在告知泰案联并且泰案联确认之



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software as well. The use of the TecDoc Catalogue Data database within the software must be reported to TecAlliance and confirmed by TecAlliance. Furthermore, any changes to the license regarding PMA must be reported separately to TecAlliance. Updates to already licensed data that are made in TecDoc PMA will be billed separately.

2.15.4.3. If the customer has not licensed the TecDoc Catalogue Data database, the use of the desired TecDoc data within the software is co-licensed in accordance with the provisions of these Terms and Conditions. Separate fees apply for this, which are specified in the offer. Any further use of the TecDoc Catalogue Data database is not included.

#### 2.15.5. Use of the Vehicles in Operation Database

2.15.5.1. Use of the software is only fully possible in connection with the offered parts of the Vehicles in Operation database.

2.15.5.2. If the customer has already licensed the Vehicles in Operation database, they are entitled to use the data acquired under the license within the software as well. The use of the Vehicles in Operation database within the software must simply be notified to TecAlliance and confirmed by TecAlliance. Furthermore, changes to the license regarding PMA must be reported separately to TecAlliance. Updates to already licensed data that are made in TecDoc PMA will be billed separately.

2.15.5.3. If the customer has not licensed the Vehicles in Operation database, the use of the desired data within the software is licensed in accordance with the provisions of these Terms and Conditions. Separate fees apply for this, which are specified in the offer. Any further use of the Vehicles in Operation database is not included.

#### 2.15.6. Use of the TecDoc Usage Data Database

2.15.6.1. Full use of the software is only possible in conjunction with a license for the TecDoc Usage Data database. This database provides the data foundation for the software's functionality.

2.15.6.2. If the customer has already licensed the Demand Dashboard, they are entitled to use the data acquired under the license within the software as well. This use must simply be notified to TecAlliance in writing and confirmed by TecAlliance in writing. No additional charges will apply.

2.15.6.3. If the customer has not licensed the Demand Dashboard, the use of the TecDoc Usage Data database within the software is licensed in accordance with the provisions of these Terms and Conditions. Separate fees apply for this, which are specified in the offer. Any further use of the TecDoc Usage Data database or the Demand Dashboard is not included.

#### 2.16. Data Services (Do It For Me)

##### 2.16.1. Scope of Services

2.16.1.1. The subject matter of the service is the processing and preparation of the data supplied by the customer, the conversion of this data into the applicable TecAlliance catalog data format, and, following approval by the customer, the publication and distribution of this data to data users in accordance with the provisions of the data supplier agreement. The specific services to be provided by TecAlliance are set forth in the offer.

2.16.1.2. Data Services are provided exclusively to customers who have entered into a valid Data Supplier Agreement with TecAlliance.

2.16.1.3. In providing the services, TecAlliance relies exclusively on the information supplied by the customer and/or its service providers, such as product information,

后, 能够在软件中使用 TecDoc Catalogue Data 数据库。此外, 与 PMA 有关的许可证变更必须单独通知泰案联。在 TecDoc PMA 中对已获得许可的数据进行的更新将单独开具发票。

2.15.4.3. 如果客户没有获得 TecDoc Catalogue Data 数据库的许可证, 则需要根据本商业条款中的条款, 对软件中所需 TecDoc 数据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 Catalogue Data 数据库。

#### 2.15.5. 汽车保有量数据库的使用

2.15.5.1. 软件必须与汽车保有量数据库所提供的內容全面搭配使用。

2.15.5.2. 如果客户已经获得了汽车保有量数据库的许可, 则客户有权在软件中使用基于许可所获得的数据。只有在告知泰案联并且泰案联确认之后, 能够在软件中使用汽车保有量数据库。此外, 与 PMA 有关的许可证变更必须单独通知泰案联。在 TecDoc PMA 中对已获得许可的数据进行的更新将单独开具发票。

2.15.5.3. 如果客户没有获得汽车保有量数据库的许可, 则需要根据本商业条款中的条款, 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。

#### 2.15.6. TecDoc Usage Data 数据库的使用

2.15.6.1. 软件必须与 TecDoc Usage Data 数据库的许可全面搭配使用。其中包含软件功能的数据基础。

2.15.6.2. 如果客户已经获得了 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。

2.15.6.3. 如果客户没有获得 Demand Dashboard 的许可, 则需要根据本商业条款中的条款, 对软件中所需 TecDoc Usage Data 数据库的使用另外授予许可。这将会产生额外的费用, 费用在要约中列明。不包括进一步使用 TecDoc Usage Data 或 Demand Dashboard 数据库。

#### 2.16. Data Services (Do It For Me)

##### 2.16.1. 服务内容

2.16.1.1. 合同约定的服务包括处理和准备客户提交的数据、将此数据转为相应有效的泰案联目录数据格式, 以便在获得客户确认后根据数据提供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。

2.16.1.2. Data Services 范围内的服务仅提供给与泰案联签订了有效的数据提供商合同的客户。

2.16.1.3. 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、适配、交叉参考、文档之类的信息。泰案联原则上不采用其他数据源。



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applications, cross-references, documents, etc. TecAlliance does not, as a matter of principle, utilize any other data sources.

2.16.1.4. TecAlliance transfers the customer's product data to the TecAlliance Product Data Classification System for classification and attribution. Generic products and/or attributes not present in the TecAlliance Product Data Classification System may need to be created in the TecAlliance reference data first. The affected product data can therefore generally only be processed at the next available date.

2.16.1.5. The customer's applications are managed exclusively on the basis of the TecAlliance vehicle master. Vehicles not present in the TecAlliance vehicle master may need to be created in the TecAlliance reference data first. The affected applications can therefore generally only be processed at the next available date.

2.16.1.6. In providing the service, OE data and/or links are used that do not provide 100% coverage. In this respect, the customer acknowledges that missing OE numbers and/or links in the data preparation constitute a service provided in accordance with the contract.

2.16.1.7. The service owed under this contract extends exclusively to the target date specified in the offer and comprises one (1) data preparation in accordance with the scope of services described in the offer and these General Terms and Conditions.

2.16.1.8. TecAlliance may engage one or more vicarious agents (subcontractors) to perform the services. The vicarious agent must possess the professional qualifications required for the performance of the services. TecAlliance is not obligated to disclose the use of vicarious agents to the customer.

#### 2.16.2. Customer's Obligations to Cooperate

2.16.2.1. The customer shall designate a project manager as the contact person and a representative to TecAlliance, who shall be available during normal business hours to answer inquiries and authorized to resolve disputed issues. The actions of the contact person are considered to be the actions of the customer and will be binding on the customer.

2.16.2.2. The customer must ensure that the delivery date specified in the offer is met. The customer's data must be received by TecAlliance by this date at the latest to enable timely processing.

2.16.2.3. Should the customer fail to meet the delivery deadline, TecAlliance will reschedule the deadline and notify the customer.

2.16.2.4. The data provided by the customer must comply with the requirements of these Terms and Conditions. If the data does not meet one or more of the requirements of these Terms and Conditions, TecAlliance will not be able to provide the services on time or will no longer be able to do so. In this case, TecAlliance will inform the customer of the deficiencies in the data delivery and their consequences (non-acceptance of the data, additional effort in providing the services) and discuss the next steps with the customer.

2.16.2.5. After processing by TecAlliance, the data will be transmitted to the customer for review and approval. The processed data shall be deemed approved unless the customer raises objections regarding the services provided within three (3) days.

#### 2.16.3. Requirements regarding the delivered data

2.16.3.1. TecAlliance can only process unambiguous and logical data records. Different spellings or contradictory or implausible information cannot be processed.

2.16.3.2. TecAlliance can only process images and graphics in BMP or JPG formats. Images must not exceed 600 x 400 px in size. Logos must not exceed 130 x 90 px in size.

2.16.1.4. 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。

2.16.1.5. 仅在泰案联汽车数据库的基础上对客户的数据适配进行管理。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不存在的车辆。因此，通常只能在下一个可行的日期才能对相关适配进行处理。

2.16.1.6. 提供服务时，使用的 OE 数据和/或链接并非达到 100%覆盖率。在这方面，客户应接受 OE 号码和/或链接的缺失，并视其与合同相符合。

2.16.1.7. 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)次要约和本一般商业条款所述服务范围内的数据准备工作。

2.16.1.8. 泰案联在提供服务时可能会借助一个或多个分包商。分包商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分包商。

#### 2.16.2. 客户合作义务

2.16.2.1. 客户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。

2.16.2.2. 客户须确保遵守要约中指定的提供日期。客户的数据必须不晚于该日期交至泰案联，以便于按期进行处理。

2.16.2.3. 如果客户没有按提供日期提供，则泰案联会重新指定日期并告知给客户。

2.16.2.4. 客户提供的数据必须符合本通用条款的规定。若数据不符合本通用条例中一项或多项要求，则泰案联可能无法或不再能按期提供服务。在此情况下，泰案联将通知据交付的缺陷及其后果（包括数据拒收、服务提供过程中的额外成本），并与客户协商后续处理方案。

2.16.2.5. 泰案联将处理后的数据传输给客户检查和确认。如果客户未在三(3)天内就所提供的服务提出异议，则默认客户确认了经过处理后的数据。

#### 2.16.3. 针对所提交数据的规定

2.16.3.1. 泰案联只能处理清晰的，符合逻辑的数据集。无法处理拼写不同的单词或不一致或不可信的信息。

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



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2.16.3.3. PDF documents must be available in at least the following languages: German, English, Spanish, French, Italian, and Dutch.

2.16.3.4. Images, documents, and text modules must be assigned to the customer's part numbers and—where relevant—to the part-vehicle links.

2.16.3.5. File names must not exceed 30 characters in length and must not contain a period (.) as a character.

2.16.3.6. When providing information on dimensions and units, care must be taken to include the specification of the dimension/unit (e.g., length in mm, centering diameter in mm, external thread diameter in inches).

## 2.17. Trade Brands

### 2.17.1. Scope of Services

2.17.1.1. The scope of services includes the processing and preparation of data provided by the customer, the conversion of this data into the applicable TecAlliance catalog data format, and, following the customer's approval, the publication of this data in a TecAlliance web service subscribed to by the customer. The specific services to be provided by TecAlliance are set forth in the service description and the offer.

2.17.1.2. Services in the Trade Brands area are provided exclusively to customers who have concluded a valid contract with TecAlliance for TecDoc Catalogue White Label or TecDoc Catalogue Data Webservice.

2.17.1.3. In providing the services, TecAlliance relies exclusively on the information supplied by the customer and/or its service providers, such as product information, applications, cross-references, documents, etc. TecAlliance does not, as a matter of principle, utilize any other data sources.

2.17.1.4. TecAlliance transfers the customer's product data to the TecAlliance Product Data Classification System for classification and attribution. Generic products and/or attributes not present in the TecAlliance Product Data Classification System may need to be created in the TecAlliance reference data first. The affected product data can therefore generally only be processed at the next available date.

2.17.1.5. The customer's applications are managed exclusively on the basis of the TecAlliance vehicle master. Vehicles not present in the TecAlliance vehicle master may need to be created in the TecAlliance reference data first. The applications affected by this can therefore generally only be processed at the next available date.

2.17.1.6. In providing the service, OE data and/or links may be used that do not provide 100% coverage. In this respect, the customer acknowledges that missing OE numbers and/or links in the data preparation constitute a service provided in accordance with the contract.

2.17.1.7. The service owed under this contract extends exclusively to the target date specified in the offer and includes one (1) data preparation in accordance with the described scope of services.

2.17.1.8. TecAlliance may engage one or more vicarious agents (subcontractors) in the provision of services. The vicarious agent must possess the professional qualifications required for the provision of services. TecAlliance is not obligated to disclose the use of vicarious agents to the customer.

### 2.17.2. Customer's Obligations to Cooperate

2.17.2.1. The customer shall designate a project manager as the contact person for TecAlliance and a representative who is available during normal business hours to answer inquiries and is authorized to resolve disputed issues. The actions of the

2.16.3.3. 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。

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

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

2.16.3.6. 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 inches）。

## 2.17. Trade Brands

### 2.17.1. 服务内容

2.17.1.1. 服务对象是处理和准备客户提交的数据、将此数据转为相应有效的泰案联目录数据格式，以便在获得客户许可后公布在涉及客户的泰案联网络服务中。泰案联所提供的具体服务由服务说明和要约确定。

2.17.1.2. 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。

2.17.1.3. 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、适配、交叉引用、文档之类的信息。泰案联原则上不采用其他数据来源。

2.17.1.4. 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。

2.17.1.5. 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不存在的汽车。因此，通常只能在下一个可行的日期才能对相关适配信息进行处理。

2.17.1.6. 提供服务时，使用的 OE 数据和/或链接并非达到 100%覆盖率。在这方面，客户应接受 OE 号码和/或链接的缺失，并视其与合同相符合。

2.17.1.7. 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。

2.17.1.8. 泰案联在提供服务时可能会借助一个或多个分包商。分包商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分包商。

### 2.17.2. 客户合作义务

2.17.2.1. 客户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。



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contact person are considered to be the actions of the customer and will be binding on the customer.

2.17.2.2. The customer must ensure that the delivery date specified in the offer is met. The customer's data must be received by TecAlliance by this date at the latest to enable timely processing.

2.17.2.3. Should the customer fail to meet the delivery deadline, TecAlliance will reschedule the deadline and notify the customer.

2.17.2.4. The data provided by the customer must comply with the requirements of these Terms and Conditions. If the data does not meet one or more of the requirements of these Terms and Conditions, TecAlliance will not be able to provide the services on time or will no longer be able to do so. In this case, TecAlliance will inform the customer of the deficiencies in the data delivery and their consequences (non-acceptance of the data, additional effort in providing the services) and discuss the next steps with the customer.

2.17.2.5. After processing by TecAlliance, the data will be transmitted to the customer for review and approval. The processed data shall be deemed approved unless the customer raises objections regarding the services provided within three (3) days.

### 2.17.3. Requirements regarding the delivered data

2.17.3.1. TecAlliance can only process unambiguous and logical data records. Different spellings or contradictory or implausible information cannot be processed.

2.17.3.2. TecAlliance can only process images and graphics in BMP or JPG formats. Images must not exceed 600 x 400 px in size. Logos must not exceed 130 x 90 px in size.

2.17.3.3. PDF documents must be available in at least the following languages: German, English, Spanish, French, Italian, and Dutch.

2.17.3.4. Images, documents, and text modules must be assigned to the customer's part numbers and—where relevant—to the part-vehicle links.

2.17.3.5. File names must not exceed 30 characters in length and must not contain a period (.) as a character.

2.17.3.6. When providing information on dimensions and units, care must be taken to include the specification of the dimension/unit (e.g., length in mm, centering diameter in mm, external thread diameter in inches).

### 2.18. Vehicle Identification Service (VRM)

#### 2.18.1. Service Content

2.18.1.1. The Vehicle Identification Service (VRM) provides data that enables the identification of vehicles based on country-specific license plates. The service is provided as a Representational State Transfer Application Programming Interface (REST API) and supports standardized responses in all supported countries. VRM helps users retrieve relevant vehicle data to support workflows in the identification of replacement parts, repairs, and maintenance work.

2.18.1.2. The fact that the data contained in VRM originates from third parties and is not verified by TecAlliance for accuracy, completeness, or timeliness constitutes an important basis of the agreement.

#### 2.18.2. Scope of Use

Use of the service requires a valid license for TecDoc Catalogue Solutions 3.0 or the TecDoc Web Service (at least a reference data license).

2.17.2.2. 客户须确保遵守要约中指定的提供日期。客户的数据必须不晚于该日期交至泰案联，以便于按期进行处理。

2.17.2.3. 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。

2.17.2.4. 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。

2.17.2.5. 泰案联将处理后的数据传输给客户检查和确认。如果客户未在三(3)天内就所提供的服务提出异议，则默认客户确认了经过处理后的数据。

### 2.17.3. 针对所提交数据的规定

2.17.3.1. 泰案联只能处理清晰的，符合逻辑的数据集。无法处理拼写不同的单词或不一致或不可信的信息。

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

2.17.3.3. 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。

2.17.3.4. 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。

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

2.17.3.6. 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 inches）。

### 2.18. 车辆识别服务 (VRM)

#### 2.18.1. 服务内容

2.18.1.1. 车辆识别服务 (VRM) 提供可通过相应国别的车辆登记号码识别车辆的数据。该服务以表述性状态转移应用程序接口 (REST API) 形式提供，并支持所有支持国家的一致标准化响应。VRM 帮助用户检索相关车辆数据，以支持零部件识别、维修及维护工作流程。

2.18.1.2. 车辆识别服务 (VRM) 中包含的数据来源于第三方，且泰案联未对该数据的准确性、完整性或时效性进行核查，这一事实构成了合同的重要基础。

#### 2.18.2. 使用范围

使用该服务需要获得 TecDoc3.0 目录或者 TecDoc 网络服务（最小参考数据许可）的有效许可。返回的数据可能因国家和车辆而异。



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**2.18.3. Dependencies on third parties**

2.18.3.1. Depending on the country, additional licenses from third-party providers may be required. TecAlliance will act as an intermediary to procure such licenses if necessary.

2.18.3.2. The customer acknowledges that the data provided may vary depending on the country and vehicle.

**2.18.4. Customer Obligations**

2.18.4.1. Any form of caching or storage of the data, whether temporary or permanent, in whole or in part, by any means whatsoever, is strictly prohibited.

2.18.4.2. The customer acknowledges that the use of the data is subject to applicable national or international laws and regulations and that compliance with these legal requirements is the customer's sole responsibility. VRM information for certain countries is also provided via data packages, but this is a separate product.

**2.18.3. 第三方依赖**

2.18.3.1. 根据不同国家的情况,可能需要从第三方提供商处获取额外许可。泰案联将作为中间方,在必要时协助办理此类许可事宜。

2.18.3.2. 客户知悉,所提供的数据可能因国家及车辆类型而异。

**2.18.4. 客户义务**

2.18.4.1. 任何形式的数据缓存或存储,无论是临时性还是永久性,无论是全部还是部分,均严格禁止。

2.18.4.2. 客户知晓数据的使用可能受适用国家或国际法律法规的约束,且对遵守此类法律要求负全部责任。不过,某些特定国家的VRM信息也会通过数据包提供,但这属于另一款产品。



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<p><b>3. TecRMI Special Terms and Conditions</b></p> <p><b>3.1. Repair and Maintenance Data</b></p> <p><b>3.1.1. Service Content</b></p> <p>3.1.1.1. The data provided originates, as far as possible, from automotive manufacturers and importers. The information for individual countries may vary in terms of coverage of vehicle manufacturer brands. Data collected by TecAlliance itself is clearly marked in the database.</p> <p>3.1.1.2. The data provided is made available in the agreed-upon languages.</p> <p>3.1.1.3. TecAlliance reserves the right to change the structure of the interfaces upon prior notice.</p> <p>3.1.1.4. The data, information, and systems have varying levels of completeness and are created, expanded, and maintained incrementally through updates, taking into account their respective market significance. The number of makes, models, and types, as well as information and documents, varies. The level of completeness is based on market needs and prioritized according to European registration figures. A precise number of available vehicle information entries is therefore not contractually agreed upon.</p> <p><b>3.1.2. Scope of Use</b></p> <p>3.1.2.1. The customer's right of use covers the modules, countries, and languages agreed upon in the offer.</p> <p>3.1.2.2. Vehicles and activities are identified using the TecDoc standard. The customer confirms that they are authorized by TecAlliance to use the TecDoc Reference Data.</p> <p>3.1.2.3. The customer's software products must be designed so that they display exclusively the current data from the Web Service.</p> <p>3.1.2.4. Removing copyright notices from the database and its contents is prohibited.</p> <p>3.1.2.5. The customer is obligated to create individual identifiers for each end user to whom they grant access to the provided data and to transmit these identifiers to TecAlliance upon data use. If identifiers are missing from the data, these users will be considered, evaluated, and billed as separate users.</p> <p><b>3.1.3. Obligations of the Customer</b></p> <p>3.1.3.1. The customer is obligated to display the "TecRMI inside" logo provided by TecAlliance after the conclusion of the contract, in color or black and white, on the home page of the application or the medium in which the database is published. Modification of the logo is prohibited. Only the size of the logo may be altered while maintaining the aspect ratio, provided that the width does not fall below 100 pixels or 3 cm.</p> <p>3.1.3.2. If the Customer engages third parties to integrate the data into its systems, the Customer is obligated to enter into an agreement with such third parties that ensures compliance with these Terms and Conditions.</p> <p><b>3.1.4. Support</b></p> <p>Technical inquiries regarding the Repair and Maintenance Information will be answered by TecAlliance Support during the following hours: Monday through Friday, 9:30 a.m. to 18:00 p.m. CET, China Beijing Time, excluding public holidays.</p> <p><b>3.1.5. Liability</b></p>	<p><b>3. TecRMI 特殊条款和条件</b></p> <p><b>3.1. Repair and Maintenance Data</b></p> <p><b>3.1.1. 服务内容</b></p> <p>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商标的涵盖程度不同。泰案联自行采集的数据在数据库中有明确标记。</p> <p>3.1.1.2. 所提供的数据以约定的语言提供。</p> <p>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。</p> <p>3.1.1.4. 数据、信息和系统具有不同的覆盖比率。在考虑各自市场重要性的基础上通过更新逐步生成、拓展和维护。品牌、型号, 类型和文档的数量各不相同, 信息量也会各有不同。覆盖率将根据市场需求, 以及根据欧洲注册数量确定优先级。因此, 无法通过合同约定可用车辆信息的精确数量。</p> <p><b>3.1.2. 使用范围</b></p> <p>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。</p> <p>3.1.2.2. 识别车辆和活动采取 TecDoc 标准。客户确认自己有权使用泰案联的 TecDoc Reference Data。</p> <p>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。</p> <p>3.1.2.4. 禁止删除数据库和数据库内容的版权声明。</p> <p>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。</p> <p><b>3.1.3. 客户义务</b></p> <p>3.1.3.1. 客户有义务将泰案联在缔结合同后提供的 "TecRMI inside" 标志以彩色或黑白格式显示于公布了数据库的应用程式或媒体的初始页。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。</p> <p>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。</p> <p><b>3.1.4. 技术支持</b></p> <p>有关维修和保养信息的技术咨询将由泰案联支持部门在下列时间进行回复: 周一至周五, 中国北京时间 9:30 至 18:00, 公共节假日除外。</p> <p><b>3.1.5. 责任</b></p>
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3.1.5.1. When creating data, transferring know-how, and performing IT-related processes, incorrect information or results cannot be ruled out in every case, despite the utmost care and planning. The creation and delivery are therefore carried out to the best of our knowledge and subject to the accuracy of the source data, such as manufacturer information. TecAlliance therefore excludes any liability for incorrect information or results based on errors in the data and information provided to TecAlliance by third parties.

3.1.5.2. Liability for intent and gross negligence remains unaffected by this. Liability is generally limited to EUR 1,500 per individual case, to the extent permitted by law.

3.1.5.3. The customer undertakes to incorporate a corresponding, substantively identical disclaimer of liability into its product in which the data and information from TecAlliance are used. The end user must acknowledge the disclaimer of liability by accepting the relevant clauses in the product or in the general license and terms of use in contracts.

3.1.5.4. In the event of a claim for damages by the customer, the following provisions must be observed. If these provisions are not followed, TecAlliance GmbH will not pay any damages until the claimant has provided full proof of the causal link between the damage and any possible misinformation, which the claimant must provide at their own expense.

### 3.1.6. Reporting the Incident

3.1.6.1. Any incident resulting in damage that is based on incorrect information and could therefore lead to claims against TecAlliance GmbH must be reported to TecAlliance prior to repair.

3.1.6.2. This report must be submitted immediately, generally within twenty-four (24) hours of the occurrence of the damage, via email to support.wkh@tecallyance.net.

3.1.6.3. The damage report must include the following information: a description of the damage, including the cause of the damage, with clear photographic evidence of the damage; proof that the information causing the damage originated from TecAlliance (excerpt from the RMI information and, in particular, the correct information); A copy of the original workshop order form with the customer's signature or the invoice for the order during which the potential damage occurred; a copy of the purchase invoice for the part that caused the damage; a cost estimate regarding the settlement of the claim; vehicle information: make, model, type, engine power, VIN, date of first registration, engine number.

### 3.1.7. Further Procedure

3.1.7.1. The customer will receive a response regarding the next steps on the next business day after TecAlliance receives the complete report of the damage incident.

3.1.7.2. This response may include: Approval of the repair and confirmation of cost coverage by TecAlliance up to a certain amount, or the initiation of an investigation into the reported damage by TecAlliance itself or a third party commissioned by TecAlliance.

3.1.7.3. If an investigation of the damage incident conducted by TecAlliance concludes that the claim is valid, TecAlliance will bear not only the necessary repair costs but also all costs of the investigation, as well as any verifiable delay damages incurred by the customer as a result of the investigation. If, on the other hand, the investigation results do not confirm the claim, TecAlliance reserves the right to bill the customer who reported the damage and filed the claim for the costs associated with the investigation.

### 3.2. Expert Hotline

#### 3.2.1. Scope of Service

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. 故意或重大过失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，除非充分证明造成损失的原因在于可能存在的错误信息。提交该证明的费用由索赔者承担。

### 3.1.6. 报告损失事件

3.1.6.1. 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。

3.1.6.2. 必须在知晓损失事件后立即、通常在二十四(24)个小时内，向 support.wkh@tecallyance.net 发送电子邮件进行报告。

3.1.6.3. 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：商标、型号、车型、功率、VIN、首次登记日期、发动机编号。

### 3.1.7. 其他流程

3.1.7.1. 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。

3.1.7.2. 该反馈可能包括：维修许可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的说明。

3.1.7.3. 如果泰案联进行的损失事件调查结果显示主张的权利是合法，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，如果调查结果与主张的权利要求的合法性相驳斥，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所有费用。

### 3.2. 专家热线

#### 3.2.1. 服务内容



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

3.2.1.2. The data sent to the customer and hotline users as part of the service provision is limited to the customer's company and the hotline users. The customer is prohibited from disclosing or selling the data in any way.

3.2.1.3. The customer receives a monthly hotline report providing an overview of the cases handled, including customer data and the nature of the problem.

### 3.2.2. Customer's Obligations to Cooperate

3.2.2.1. To prevent misuse or unauthorized use of the hotline at the customer's expense, the customer is obligated to electronically submit information regarding authorized users to TecAlliance on a monthly basis in a standardized format specified by TecAlliance.

3.2.2.2. Inquiries from users who have not been reported in accordance with Section 3.2.2.1 will not be answered by TecAlliance.

3.2.2.3. Changes made outside of the monthly update as specified in Section 3.2.2.1 will be billed separately by TecAlliance.

### 3.2.3. Liability

3.2.3.1. Due to the predominantly manual nature of the research and the answering of questions, transmission errors cannot be completely ruled out. The answering, preparation, and delivery of the researched information are therefore carried out to the best of our knowledge and subject to the accuracy of the source data, such as manufacturer information.

3.2.3.2. TecAlliance therefore excludes any liability for incorrect information or results based on errors in the data and information provided to TecAlliance by third parties. The burden of proof lies with the customer in all cases.

3.2.3.3. Liability for intent and gross negligence remains unaffected by this.

3.2.3.4. Liability is generally limited, to the extent permitted by law, 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 via an electronic order form.

3.3.1.2. Filling out and submitting the electronic order form constitutes an offer by the customer to conclude a contract for the TecRMI Service Book service.

3.3.1.3. Upon receipt of the order by TecAlliance, the customer will receive an email confirming receipt of the order by TecAlliance and listing its details (order acknowledgment). This does not constitute acceptance of the customer's offer.

3.3.1.4. After TecAlliance has reviewed the order, the customer will receive another email confirming the customer's order (order confirmation). This constitutes acceptance of the customer's offer.

#### 3.3.2. Scope of Services

3.3.2.1. The scope of services consists of TecAlliance providing the "TecRMI Service Book" service in accordance with the offer, the service description, and the contractual provisions.

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于客户的公司和热线用户。客户不得以任何形式披露或出售该数据。

3.2.1.3. 客户在每月一次的热线报告中会收取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，客户有义务采用泰案联规定的标准化电子格式，每月向泰案联提交一次有关已授权用户的清单。

3.2.2.2. 泰案联不处理未包含在第 3.2.2.1 条提交的用户清单的用户咨询。

3.2.2.3. 除第 3.2.2.1 条每月一次的更新外，泰案联对其他更改单独计费。

### 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. 保养手册

#### 3.3.1. 签订合同

3.3.1.1. TecRMI Service Book 服务可通过电子订购单订购。

3.3.1.2. 填写并提交电子订购单即表示客户同意签订 TecRMI Service Book 服务合同。

3.3.1.3. 泰案联收到订购后，客户会收到一封电子邮件，其确认订购送达至泰案联，并列出了订购的详细信息（送达确认）。这并不代表接受客户要约。

3.3.1.4. 在泰案联对订单进行审查后，将向客户发送一封电子邮件以确认客户订单（订单确认）。这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报价，服务说明和合同条款提供"TecRMI Service Book"服务。



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3.3.2.2. TecAlliance reserves the right to expand the TecRMI Service Book application with additional features.

3.3.2.3. TecAlliance reserves the right to adjust prices in the event of changes to the manufacturer's price list.

### 3.3.3. Entries in the electronic service booklet

3.3.3.1. As part of the "TecRMI Service Book" service, TecAlliance will enter workshop services performed by the customer into the vehicle manufacturers' electronic service book on behalf of the customer. TecAlliance reserves the right to remove individual manufacturers from the offering and/or add new manufacturers in the event of changes to the manufacturers' legal or technical framework conditions.

3.3.3.2. The entries are made by TecAlliance on behalf of and in the name of the customer.

3.3.3.3. TecAlliance is entitled to invoice the customer for any costs incurred for the use of the vehicle manufacturers' electronic service books.

3.3.3.4. TecAlliance undertakes to process all maintenance entries within 5 business days of receipt from the customer. The customer acknowledges that vehicle manufacturers may set deadlines by which service work must be entered into the manufacturer portals. In such cases, the customer is obligated to submit the maintenance entries to TecAlliance at least 2 business days before the expiration of a deadline set by the vehicle manufacturer. Transactions for which the vehicle manufacturer has set a deadline will be prioritized by TecAlliance. TecAlliance will not cover any additional costs if the required information is not submitted by the customer in a timely and correct manner within the aforementioned deadlines.

### 3.3.4. Querying Service Log Entries

3.3.4.1. TecAlliance also provides the customer with the ability to view all service log entries for a vehicle that are visible and recorded by the manufacturer.

3.3.4.2. Access to and provision of information retrieved via the "Service History" and "Service Entry" requests can only be granted if the customer has received a specific maintenance or repair order for the vehicle in question from the vehicle owner.

3.3.4.3. The customer is obligated to ensure that a corresponding and documented order from the vehicle owner is available for each request. In the event of violations of these obligations, TecAlliance reserves the right to block or deactivate the customer account without prior notice.

3.3.4.4. It is an essential basis of the contract that the services described can only be provided by TecAlliance if the vehicle manufacturer offers an electronic service booklet and permits entries in the electronic service booklet, subsequent corrections, and access to it by a service provider.

3.3.4.5. TecAlliance is not responsible for delays or disruptions in the provision of the service that are beyond TecAlliance's control.

### 3.3.5. Obligations of the Customer

3.3.5.1. The customer authorizes TecAlliance to perform, on behalf of and in the name of the customer, all actions on the vehicle manufacturers' portals that are necessary in connection with the provision of the "TecRMI Service Book" service. This includes, in particular but not exclusively: creating a customer-specific email account, setting up and maintaining access credentials, making entries, corrections, and queries in the electronic service books, and communicating with the vehicle manufacturers.

3.3.2.2. 泰案联保留为 TecRMI Service Book 应用程序扩展其它功能的权利。

3.3.2.3. 泰案联保留在制造商价格表发生变化时调整价格的权利。

### 3.3.3. 在电子服务手册中登记

3.3.3.1. 在 "TecRMI Service Book" 服务框架内, 泰案联将代表客户, 将客户在维修厂进行的维修服务记录到车辆制造商的电子维修手册中。若制造商的法律或技术框架条件发生变更, 泰案联保留从服务范围中移除个别制造商和/或新增制造商的权利。

3.3.3.2. 相关记录由泰案联受客户委托并以客户名义进行。

3.3.3.3. 泰案联有权向客户收取使用车辆制造商电子服务手册可能产生的任何费用。

3.3.3.4. 泰案联有义务在收到客户报修 5 个工作日内处理所有保养登记。客户需要认识到, 车辆制造商可以规定必须将其维修作业在制造商门户网站上登记的期限。这时客户有义务在车辆制造商规定的期限到期前至少 2 个工作日将保养登记发送给泰案联。泰案联将优先处理车辆制造商为其规定了期限的服务流程。如果客户未在所述期限内及时正确提交所需的信息, 则泰案联不承担额外费用。

### 3.3.4. 服务手册条目的检索

3.3.4.1. 泰案联还向客户提供检索查询所有服务手册条目的服务, 可查看制造商处可查阅并记录的该车辆的所有保养手册条目。

3.3.4.2. 只有当客户从车辆所有者处获得了针对该车辆的具体保养或维修委托时, 才能访问和提供通过 "保养历史" 和 "保养记录" 查询获取的信息。

3.3.4.3. 客户有义务确保每次查询均附有车辆所有人的相应书面委托。若违反此项义务, 泰案联保留在不事先通知的情况下冻结或停用客户账户的权利。

3.3.4.4. 作为合同的重要基础, 泰案联仅在满足以下条件时方可提供所述服务: 车辆制造商提供电子保养手册, 且允许服务提供商在电子保养手册中进行登记、事后更正及查询。

3.3.4.5. 对于因泰案联无法控制的原因引起的与提供服务有关的延误和中断, 泰案联概不负责。

### 3.3.5. 客户义务

3.3.5.1. 客户授权泰案联代表客户并以客户的名义, 在汽车制造商门户网站上执行与提供 "TecRMI Service Book" 服务有关的所有必要的操作。其中尤其包括但不限于: 创建客户专用电子邮件收件箱、创建和维护访问权限、在电子服务手册中进行输入、修改和查询, 以及与汽车制造商沟通。



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3.3.5.2. If, while creating the manufacturer accounts, TecAlliance determines that the customer already has access to a portal, the customer is obligated to set up a corresponding user account for TecAlliance.

3.3.5.3. For each service performed and to be processed by TecAlliance in accordance with this contract, the customer shall provide TecAlliance with the following data in electronic form:

Vehicle data: VIN, HSN/TSN, mileage, date of first registration

Service data: Time of service, work performed, parts installed.

Vehicle manufacturer-specific data: as required by the vehicle manufacturers

The data must be transmitted to TecAlliance at least two (2) business days before the expiration of any entry deadline defined by the vehicle manufacturer.

3.3.5.4. Information to be optionally recorded in the vehicle manufacturer's digital service booklet is not part of this contract.

3.3.5.5. The data provided by the customer will be processed by TecAlliance exactly as it was submitted. The customer is solely responsible for the accuracy of the data. Any liability on the part of TecAlliance is hereby excluded.

3.3.5.6. The customer is obligated, following registration, to download the vehicle manufacturer's original report from the DSB portal and verify that its content is correct. Any errors must be reported immediately. TecAlliance shall not be liable for errors reported late.

3.3.5.7. In the event of termination of the contract, TecAlliance shall provide the customer, free of charge, with all access data created in the customer's account for the vehicle manufacturers' electronic service logs. The customer is obligated to transfer these access credentials to themselves or a third party within 8 weeks of contract termination.

3.3.5.8. If the customer fails to fulfill the obligations set forth in this section in a timely manner or in full, TecAlliance shall not be bound by the agreed-upon service levels. In such a case, TecAlliance is entitled to bill the customer separately for any additional expenses incurred.

### 3.3.6. Terms of Payment

3.3.6.1. Use of the "TecRMI Service Book" service is subject to the condition that the customer issues TecAlliance a valid SEPA direct debit mandate and maintains it throughout the term of the contract. No other payment methods are offered.

3.3.6.2. Billing for the services used takes place at the end of each month.

3.3.6.3. The customer is obligated to ensure that the billing account has sufficient funds. If the debit is made from a third party's account, the customer shall immediately inform the third-party account holder of the date and amount of the announced debit. If the direct debit is not honored, TecAlliance is entitled to claim the costs of non-payment (return debit fees) to the extent that the customer is responsible for this. The customer is free to prove that no damage occurred or that the damage did not amount to the claimed amount.

### 3.4. Document Scanner

#### 3.4.1. Service Description

The TecRMI Document Scanner processes image files of documents, recognizes information from predefined fields, and extracts the content into a format suitable for further processing.

3.3.5.2. 如果泰案联在创建制造商访问权限时发现, 客户已经拥有平台的访问权限, 则客户有义务为泰案联设置相应的用户。

3.3.5.3. 对于泰案联根据本合同执行和处理的每项服务和操作, 客户应以电子形式向泰案联提供以下数据:

车辆数据: 车辆识别码、HSN/TSN、里程数、首次注册日期

服务数据: 服务时间、执行的操作、安装的零部件。

车辆制造商数据: 根据汽车制造商的要求而定

必须在汽车制造商规定的相应注册期限到期前至少两(2)个工作日将这些数据传送给泰案联。

3.3.5.4. 在汽车制造商的数字服务手册中输入的选项信息不包含在该合同中。

3.3.5.5. 泰案联将按客户提交的原始形式提供的数据执行。客户对数据的正确性负全部责任。在这方面, 泰案联不承担任何责任。

3.3.5.6. 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始报告, 并检查内容是否正确。如有任何错误, 必须立即报告。泰案联对逾期报告的错误不承担任何责任。

3.3.5.7. 在合同终止的情况下, 泰案联应免费向客户提供代表客户所创建的汽车制造商电子服务手册的所有访问数据。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。

3.3.5.8. 如果客户未履行、未按时履行或未完全履行本章节所规定的义务, 则泰案联不受约定服务水平的约束。在这种情况下, 泰案联有权就产生的任何额外费用单独向客户收取。

### 3.3.6. 付款条件

3.3.6.1. 使用 "TecRMI Service Book" 服务的前提条件是客户向泰案联提供有效的 SEPA 直接扣款授权, 并保持该授权在合同期内有效。不提供其他付款方式。

3.3.6.2. 所使用的服务的结算均在每月月底进行。

3.3.6.3. 客户有义务确保结账账户中有足够的资金。如果从第三方账户直接扣款, 则客户应立即向第三方账户持有人告知计划扣款的时间和金额。如果出于客户原因, 直接扣款未兑现, 则泰案联有权要求支付因未兑现而产生的费用 (退还扣款费用)。客户可自行证明未造成损失或所造成的损失不及索赔的金额。

### 3.4. 文件扫描仪

#### 3.4.1. 服务内容

TecRMI 文档扫描仪可用于处理文档图像文件、识别预定义字段中的信息, 并将内容提取为可进一步处理的格式。



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### 3.4.2. Scope of Use

3.4.2.1. The TecRMI Document Scanner is provided as an application programming interface (API) and can be integrated into downstream systems. The application requires a camera or, alternatively, an image of the content to be analyzed. Data analysis is performed exclusively on the basis of the transmitted files.

3.4.2.2. The technical vehicle data extracted from the scanned files is permanently stored within the system; the vehicle owner's personal data, in structured form, is deleted daily. The uploaded image files are deleted monthly. Within that month, the images may be reused to train the data extraction model (exclusively to improve extraction quality).

### 3.5. Verified Repairs

#### 3.5.1. Scope of Services

The "Verified Repairs" platform comprises validated maintenance use cases designed to recommend possible solutions for specific fault symptoms and diagnostic trouble codes. The solution includes a module titled "Analytics" that uses a probabilistic engine to assess the recurrence of faults, identify affected components, and determine appropriate actions, thereby suggesting the most likely corrective measures.

#### 3.5.2. Scope of Use

Verified Repairs is part of the TecRMI online application and can be licensed as an add-on to a TecRMI license or as a standalone license.

#### 3.5.3. Contract Term and Termination

Notwithstanding the provisions in Sections 1.10.3 of these Terms and Conditions, the minimum contract term is three (3) years and the notice period is six (6) months.

#### 3.5.4. Liability

The Customer acknowledges that the content of the Platform is based on maintenance use cases that may differ from its own. Therefore, TecAlliance can neither guarantee the accuracy, completeness, reliability, or suitability of the data solution selected by the Customer for its specific use case nor ensure that the information provided on the Platform meets the Customer's business requirements. TecAlliance is therefore exempt from any liability arising from incorrect information or distorted results based on inaccurate data and information provided to TecAlliance by third parties.

### 3.4.2. 使用范围

3.4.2.1. TecRMI 文档扫描仪以接口(API)形式提供,可集成到其他处理系统中。该应用程序需要用到一个摄像头,或者需要对其内容进行分析的图像。数据分析完全基于传输的文件进行。

3.4.2.2. 从扫描文件中提取的车辆技术数据将永久保存在系统中;以结构化形式保存的车主人数据将当天删除。上传的图像文件每月删除一次。在这一个月,图像

### 3.5. Verified Repairs

#### 3.5.1. 服务内容

"Verified Repairs"平台包含经过验证的维护用例,旨在针对特定的故障症状和诊断故障代码推荐可能的解决方案。该解决方案包含一个名为"Analytics"的模块,该模块利用概率引擎评估故障复发风险、识别受影响的组件并确定相应的措施,从而提出最可能的纠正措施。

#### 3.5.2. 使用范围

"Verified Repairs"是 TecRMI 在线应用程序的一部分,可作为 TecRMI 许可证的附加组件或独立许可证进行授权。

#### 3.5.3. 合同期限与终止

与本通用条款第 1.10.3 条的规定不同,最低合同期限为三(3)年,通知期为六(6)个月。

#### 3.5.4. 责任

客户承认,平台内容基于维护应用场景,可能与其自身情况存在差异。因此,泰案联既无法保证客户为其特定应用场景所选数据解决方案的准确性、完整性、可靠性或适用性,也无法确保平台上提供的信息符合客户的业务需求。因此,对于因泰案联从第三方获得的不准确数据和信息而导致的错误信息或失真结果,泰案联不承担任何责任可反复用于训练读取模型(专门用于提高读取质量)。



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<p><b>4. TecCom Special Terms and Conditions</b></p> <p><b>4.1. Brand Partner License</b></p> <p><b>4.1.1. Scope of Services</b></p> <p>4.1.1.1. Upon conclusion of 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 the utilization of services are subject to separate contractual terms and conditions.</p> <p>4.1.1.2. TecAlliance provides the customer with suitable base software and documentation to connect their ERP systems to TecCom and enable communication between the customer and their customers.</p> <p>4.1.1.3. The Customer is entitled to communicate its participation in TecCom by using a logo provided by TecAlliance.</p> <p>4.1.1.4. The Customer is entitled to participate in working groups established by TecAlliance for the further development of TecCom.</p> <p>4.1.1.5. Unless otherwise agreed, the foregoing provisions also apply to companies affiliated with the Customer.</p> <p><b>4.1.2. Obligations of the Customer</b></p> <p>4.1.2.1. The Customer shall designate a qualified contact person and a representative to TecAlliance who are available to answer questions during normal business hours and are authorized to resolve disputed matters. The actions of the contact person are considered to be the actions of the customer and will be binding on the customer.</p> <p>4.1.2.2. The Customer is obligated to review the data provided by the Customer or its customers with due care to ensure its accuracy, timeliness, and completeness. TecAlliance assumes no liability in this regard.</p> <p><b>4.1.3. Fees</b></p> <p>4.1.3.1. The fees payable by the Customer are set forth in the offer and consist of an initial fee and an annual fee. They depend on the Customer's relevant revenue figures as defined in the following sections of.</p> <p>4.1.3.2. The basis for calculating the fees is the customer's consolidated revenue generated in the independent automotive aftermarket during the fiscal year preceding the invoice date.</p> <p>4.1.3.3. The annual fee is adjusted annually to reflect the relevant revenue figures as defined in the preceding section. The customer is obligated to report the relevant revenue figures to TecAlliance by January 10 at the latest.</p> <p><b>4.1.4. Data Exchange</b></p> <p>The Customer agrees that the company data entered by the Customer into TecCom may be made available to other licensed TecCom participants.</p> <p><b>4.1.5. Contract Term</b></p> <p>Notwithstanding Sections 1.10.3, the minimum contract term is three (3) years.</p> <p><b>4.2. Connect 5</b></p> <p><b>4.2.1. Scope of Services</b></p>	<p><b>4. TecCom 特殊条款和条件</b></p> <p><b>4.1. 商标合作伙伴许可证</b></p> <p><b>4.1.1. 服务内容</b></p> <p>4.1.1.1. 签订合同后, 客户有权以汽车售后市场产品制造商的身份在 TecCom 上销售其产品。根据单独合同条款使用 TecCom 模块和主张履行服务。</p> <p>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。</p> <p>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。</p> <p>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。</p> <p>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。</p> <p><b>4.1.2. 客户义务</b></p> <p>4.1.2.1. 客户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, 且有权对有争议的问题作出决定。该联系人的行为视为客户的行为, 对客户具有约束力。</p> <p>4.1.2.2. 客户有义务对其或其买家提供的数据的正确性、现状性和完整性进行仔细检查。泰案联在这方面不承担责任。</p> <p><b>4.1.3. 费用</b></p> <p>4.1.3.1. 客户需要支付的费用由要约确定, 分为注册费和年费。费用取决于依据下一条条款的客户的相关营业额。</p> <p>4.1.3.2. 费用计算的决定性因素是客户在发票开具财年、在汽车独立售后市场所取得的综合营业额。</p> <p>4.1.3.3. 年费将根据上述条款中营业额数字每年进行调整。客户有义务最迟在 1 月 10 日前向泰案联报告相关的营业额。</p> <p><b>4.1.4. 数据交换</b></p> <p>客户同意将其在 TecCom 中录入的企业数据公布给 TecCom 中其他获得许可的用户。</p> <p><b>4.1.5. 合同存续时间</b></p> <p>与第 1.10.3. 条不同, 最短合同存续时间为三(3) 年。</p> <p><b>4.2. Connect 5</b></p> <p><b>4.2.1. 服务范围</b></p>
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4.2.1.1. In certain cases, TecAlliance provides the Customer with software to be installed locally in order to connect the Customer's systems to TecCom.

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

4.2.1.3. The hardware and software required to operate the software must be provided by the customer. The customer must configure and install the software independently.

#### 4.2.2. Rights of Use

4.2.2.1. During the term of the agreement, the customer is entitled to copy the software in whole or in part in written and/or machine-readable form in order to install and/or run it.

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

#### 4.3. Order Module

##### 4.3.1. Scope of Services

4.3.1.1. TecAlliance provides the Customer with access to the software via remote access over the Internet (Software-as-a-Service, SaaS).

4.3.1.2. The software is continuously developed and improved. As part of this development, individual functions may be modified or removed, provided that this does not jeopardize the Customer's ability to achieve the purpose of the contract.

4.3.1.3. Inquiries to suppliers regarding the price and/or availability of items may be made via availability requests. These availability requests may only be used in processes where they are part of an interaction between the user and a system. For regular automated availability inquiries covering all (product range) items for the purpose of building a proprietary item/inventory database, the 4.x "Price Server" product must be used instead.

4.3.1.4. If orders are placed via email, the customer must ensure that the order is sent via a domain secured by Message Authentication, Reporting, and Conformance (DMARC). TecAlliance further excludes any liability for unidentified orders. The burden of proof lies with the customer.

4.3.1.5. The software is continuously developed and improved. As part of this development, individual functions may be modified or removed, provided that this does not jeopardize the customer's ability to achieve the purpose of the contract.

##### 4.3.2. Obligations of Use

4.3.2.1. If orders are placed via email, the customer shall ensure that the order is sent via a Message Authentication, Reporting, and Conformance (DMARC)-secured domain. TecAlliance further excludes any liability for unidentified orders. The burden of proof lies with the customer.

4.3.2.2. If the ratio of inquiries to orders placed via the TecAlliance platform pursuant to Clause 4.3.1.3 is less than 10%, this constitutes an indicator of unauthorized use of the availability inquiries pursuant to §4.3.1.3.

#### 4.4. Order Module Packages

4.4.1. Through the Order Module interface, users can order various packages that expand the module's functionality. Details regarding the respective scope of functionality are set forth in the service descriptions provided there. The price and term of the respective package are displayed to the user prior to completing the order.

##### 4.4.2. Conclusion of Contract

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准备。客户须自行配置和安装该软件。

#### 4.2.2. 使用权

4.2.2.1. 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。

4.2.2.2. 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。

#### 4.3. 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. 持续开发和改进软件。在进一步开发的过程中, 可能会更改或删除子功能, 但不得影响客户合同目的的实现。

4.3.1.3. 向供应商查询商品价格和/或库存情况可通过库存查询实现。这些请求只能在用户与系统交互的过程中使用。产品 4.x "价格服务器"应用于定期自动查询所有(产品系列)项目的供货情况, 目的是建立一个单独的项目/库存数据库。

4.3.1.4. 如果通过电子邮件下订单, 客户应确保采用有消息验证、报告和一致性(DMARC)保护的安全域发送订单。泰案联对无法识别的订单不承担任何责任。由客户负责举证。

4.3.1.5. 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. 如果通过电子邮件下订单, 客户应确保订单通过信息验证、报告和一致性(DMARC)安全域发送。泰案联对身份不明的订单不承担任何责任。举证责任由客户承担。

4.3.2.2. 如果根据条款 4.3.1.3 通过泰案联平台发出的请求与订单之比低于 10%, 则表明根据条款 4.3.1.3 未经授权使用了可用性请求。

#### 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



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4.4.2.1. Each order placed by a user constitutes an offer by the customer to TecAlliance to conclude a contract for the ordered package.

4.4.2.2. Upon receipt of the order by TecAlliance, the user and the invoice recipient will receive an email confirming receipt of the order by TecAlliance and listing its details (order confirmation).

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

#### 4.4.3. Trial Period

4.4.3.1. For a first-time order of a package, TecAlliance grants the customer a free 14-day trial period.

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

#### 4.4.4. Contract Term

Notwithstanding Section 1.10.3, the minimum contract term is one (1) year.

#### 4.5. ERP Module (SAP/Dynamics365)

4.5.1. The scope of services includes the development of an integration between the Customer's ERP system (SAP/Dynamics 365) and TecCom.

4.5.2. TecAlliance grants the customer a non-exclusive right of use to the object code and source code of the integration, limited to the term of the contract and the scope of the project.

4.5.3. In the event of termination of the contract—for whatever reason—use of the object code and source code must be discontinued, and all copies held by the customer must be deleted.

#### 4.6. Transaction Fees

##### 4.6.1. Transaction Fees for Customers (Manufacturers and Buyers)

4.6.1.1. For the use of the Order Module, the Customer (Manufacturer) pays transaction fees to TecAlliance.

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

##### 4.6.2. Services Provided and Basis for Calculation

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

4.6.2.2. Transactions on predefined test organizations are not counted and are not subject to fees. The use of test organizations for production purposes is prohibited.

##### 4.6.3. Third-Party Providers (GB, IE, FR)

4.6.3.1. Transactions with customers (buyers) based in the United Kingdom, Ireland, the British Crown Dependencies, France, and the French overseas territories are expressly excluded from this agreement and are not subject to the transaction fees mentioned above.

4.6.3.2. This service is expressly not provided and/or billed by TecAlliance.

4.6.3.3. Separate agreements with third-party providers in the respective countries are required for transactions with these customers (buyers).

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买卖合同的要约。

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了订购的详细信息（订单确认）。

4.4.2.3. 确认订单即代表客户接受要约。

#### 4.4.3. 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. 试用期内客户无需说明理由便可随时退掉该组合包。

#### 4.4.4. 合同存续时间

与第 1.10.3 条不同，最短合同存续时间为—(1) 年

#### 4.5. ERP 模块 (SAP/Dynamics365)

4.5.1. 服务内容是开发客户(SAP/Dynamics365)与 TecCom 之间的连接。

4.5.2. 泰案联向客户转让连接的目标代码和源代码的非独家使用权，但仅限于合同期限和项目范围。

4.5.3. 如果合同因任何原因终止，则客户必须停止使用目标代码和源代码，并删除持有的所有副本。

#### 4.6. 交易费

##### 4.6.1. 客户（制造商和买方）的交易费

4.6.1.1. 客户（制造商）须为使用订单模块而向泰案联支付交易费。

4.6.1.2. 如果客户（买方）使用订单模块为第三方（网上商店等）显示产品的可用性，则客户（买方）应向泰案联支付交易费。

##### 4.6.2. 提供的服务和计算依据

4.6.2.1. 所有交易（查询、订单）均需付费。

4.6.2.2. 前面定义的测试机构的交易不计算在内，也不收费。禁止将测试机构用于生产目的。

##### 4.6.3. 第三方供应商(GB, IE, FR)

4.6.3.1. 协议明确排除与英国、爱尔兰、英国属地、法国和法国海外领地的客户（买方）进行的交易，不以上述交易费用为准。

4.6.3.2. 泰案联明确声明，对这类服务不提供和/或开具发票。

4.6.3.3. 与这些客户（买方）进行交易时，需要与相应国家的第三方供应商签订单独合同。



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#### 4.7. e-Invoicing Module

4.7.1. The customer is responsible for the accuracy, completeness, and legal compliance of the provided data and invoice files.

4.7.2. TecAlliance is not obligated to verify the accuracy of the content or legal compliance of the data and invoice files provided. The same applies to the correspondence between the provided structured data records and invoice files.

4.7.3. The Customer authorizes TecAlliance, with exemption from § 181 BGB, to receive invoices on its behalf, verify signatures, create corresponding audit logs, and to grant sub-authorizations for this purpose.

4.7.4. The parties agree to treat the invoice files as original invoices.

#### 4.7.5. E-Invoicing Transaction Fees

4.7.5.1. A transaction, as defined by TecCom, is the electronic transmission of a single document via TecCom e-Invoicing.

4.7.5.2. An individual invoice, as defined by TecCom, is an invoice document that contains either at most one purchase order reference and multiple delivery references, or at most one delivery reference and multiple purchase order references.

4.7.5.3. According to the TecCom definition, collective invoices are invoice documents with multiple order references and multiple delivery references simultaneously.

4.7.5.4. All transactions within the scope of e-invoicing are subject to fees in accordance with the provisions of this section. Transactions are billed individually, regardless of the selected data format. For transactions involving consolidated invoices, the number of equivalent individual invoices as defined by TecCom is automatically determined by TecCom e-Invoicing and billed accordingly.

Transactions carried out on predefined test organizations are exempt from fees and are not included in the calculation of transaction fees.

#### 4.7.6. Prohibition on the Use of Test Organizations for Production Purposes

The use of test organizations for production purposes is prohibited and may result in the immediate suspension of the e-Invoicing account.

#### 4.8. Implementation Services

##### 4.8.1. Scope of Services

4.8.1.1. The scope of services consists of the provision of consulting and implementation services in the TecCom area.

4.8.1.2. The services under this section are provided in English or Chinese.

##### 4.8.2. Customer's Obligations to Cooperate

4.8.2.1. The customer is obligated to set up for TecAlliance a functional, high-performance, and state-of-the-art access (direct access) to the TecAlliance server. Access authorization is regulated by TecAlliance in consultation with the Customer. To this end, the Customer shall designate an English- or Chinese-speaking project manager as the contact person and a representative who are available to answer inquiries during normal business hours and are authorized to resolve disputed issues.

##### 4.8.3. Liability

#### 4.7. 电子发票模块

4.7.1. 客户对所提供数据和发票文件内容的正确性、完整性和合法性负责。

4.7.2. 泰案联没有义务检查所提供数据和发票文件内容的正确性和合法性。此条对于所提供结构化数据组和发票文件之间的身份识别也同样有效。

4.7.3. 免除《德国民法典》第 181 条的适用，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。

4.7.4. 合同双方约定将发票文件视作发票原件。

#### 4.7.5. e-Invoicing 交易费用

4.7.5.1. TecCom 定义的单个交易是指通过 TecCom e-Invoicing 以电子方式传输单项凭证。

4.7.5.2. TecCom 定义的单张账单凭证是指最多有一个订单关系和多个供货关系，或最多有一个供货关系和多个订单关系的发票文件。

4.7.5.3. TecCom 定义的总账单是指同时有多个订单关系和多个供货关系的账单凭证。

4.7.5.4. 按照本节的规定，e-Invoicing 范围内的所有交易都需要缴费。无论选择何种数据格式，单独结算交易。对于包含总账单的交易，TecCom e-Invoicing 会根据 TecCom 定义自动确定单张发票的等值数量，并据此结算。

在事先定义的测试环境里执行的交易无需缴费，同样也不在交易费用的计算中考虑。

#### 4.7.6. 禁止为生产目的而使用测试环境

禁止为生产目的而使用测试环境，这可能导致 e-Invoicing 账户被立即锁定。

#### 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 范围内的的咨询和实施服务。

4.8.1.2. 根据本章节提供的服务仅以英语或汉语提供。

##### 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）。提供的访问权限由泰案联与客户协调确定。为此，客户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



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4.8.3.1. TecAlliance's liability for data loss in connection with the services provided under this section is limited to the typical restoration costs that would have been incurred had the customer regularly created backup copies in accordance with the applicable risk.

#### 4.8.4. Service Quotas

Services within the meaning of this section may be offered as service quotas. Notwithstanding Sections 1.15., invoicing shall occur monthly in accordance with the individual services utilized.

#### 4.9. Market Share Analysis

##### 4.9.1. Scope of Services

TecAlliance provides the Customer with a service that enables the Customer to measure its position as a supplier on the TecCom Trading Platform in specific countries and regions. This is determined by analyzing anonymized actual order data from TecCom, thereby providing the Customer with insights into its market share for various product groups.

##### 4.9.2. Authorization

The service is available exclusively to TecCom users. Access credentials may not be disclosed to third parties.

##### 4.9.3. Data Protection

TecCom guarantees the anonymity of the data and undertakes to comply with data protection regulations in accordance with applicable law.

##### 4.9.4. Data Delivery

Data is delivered at various intervals that can be selected by the user. The data can be downloaded via an SFTIP server as a CSV file, Excel spreadsheet, or Power BI report, or is made available via email.

##### 4.9.5. Fees

The customer undertakes to pay the contractor the corresponding fees in accordance with the agreed pricing model.

##### 4.9.6. Disclaimer

TecAlliance assumes no liability for the accuracy and completeness of the data provided. Use of the service is at the user's own risk.

#### 4.10 TecCom Returns

##### 4.10.1. Definitions

4.10.1.1. Claims: refers to the creation, submission, processing, and management of warranty claims and logistics returns.

4.10.1.2. Claim Recipient: refers to any legal entity that receives claims via TecCom Returns.

4.10.1.3. Claim Sender: refers to any legal entity that submits claims via TecCom Returns.

4.10.1.4. User: refers to any legal entity authorized to access TecCom Returns on behalf of the Claim Recipient or Claim Sender.

##### 4.10.2. Scope of Services

4.8.3.1. 泰案联对于根据本章节所提供数据丢失事件所承担的责任仅限于客户根据涉及的风险进行定期备份可能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 1.15 条不同，根据应收款的单项服务每月开具一次发票。

#### 4.9. Market Share Analysis

##### 4.9.1. 服务范围

泰案联为客户提供一项服务，它可使客户在 TecCom Trading Platform 上检测其在特定国家和地区作为供应商的地位。通过分析 TecCom 的匿名真实订单数据确定这一地位，这样客户可以全面了解其不同产品组合的市场份额。

##### 4.9.2. 使用权限

仅为 TecCom 用户提供这项服务。不允许将访问数据转发给第三方。

##### 4.9.3. 数据保护

TecCom 保证数据的匿名性，并且有义务遵守依据有效法律的数据保护规定。

##### 4.9.4. 数据交付

按照可由用户选择的不同间隔时间交付数据。可通过 SFTIP 服务器下载 CSV 文件、Excel 表或 Power BI 报告格式的数据，或者通过电子邮件提供这些数据。

##### 4.9.5. 费用

客户有义务根据约定的价格模式向受托方支付相应的费用。

##### 4.9.6. 免责条款

泰案联不对所提供数据的正确性和完整性承担责任。由用户自行承担使用这项服务的风险。

#### 4.10 TecCom Returns

##### 4.10.1. 定义

4.10.1.1. 索赔：指保修案件和物流退货的创建、提交、处理和管理。

4.10.1.2. 索赔接收方：指通过 TecCom Returns 接收索赔的任何法人实体。

4.10.1.3. 索赔发起方：指通过 TecCom Returns 提交索赔的任何法人实体。

4.10.1.4. 用户：指有权代表索赔接收方或索赔发送方访问 TecCom Returns 的任何法人实体。

##### 4.10.2. 服务范围



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Commerzbank AG Shanghai Branch

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Bank Account: 147680246601CNY



4.10.2.1. TecAlliance provides the TecCom Returns module, a cloud-based solution for claims between the Claim Recipient and Claim Sender.

4.10.2.2. TecCom Returns supports the processing of warranty claims related to quality issues, including optional details on labor costs, as well as logistical returns not related to product quality. TecAlliance acts exclusively as a technical intermediary for the information exchanged between the Claim Sender and the Claim Recipient.

#### 4.10.3. Terms of Use

4.10.3.1. Users are responsible for integrating their own user accounts and must ensure that all account holders accept these Terms and Conditions and the system requirements.

4.10.3.2. The Claim Sender may use TecCom Returns solely for the submission and processing of claims and must ensure that all information, documents, and supporting evidence submitted in connection with claims are accurate, complete, and up-to-date.

4.10.3.3. In particular, the Claim Submitter may not: (i) use the system for purposes other than those intended, such as for mass evaluations or unagreed-upon processes; (ii) upload or transmit data that is unrelated to a claim; (iii) infringe upon the rights of third parties; (iv) upload impermissible, harmful, or security-threatening content; and (v) use the system in a manner that compromises security, integrity, or availability.

#### 4.10.4. Exclusions

4.10.4.1. TecAlliance assumes no liability for the content, factual assessment, or decisions regarding the outcome of claims made between users.

4.10.4.2. TecAlliance is not responsible for the shipment, inspection, acceptance, or physical handling of returned parts. All commercial consequences, such as credit notes, refunds, or product replacements, must be settled exclusively between the users.

#### 4.11 Managed Data (CMD)

##### 4.11.1. Definitions

4.11.1.1. Supplier: means any legal entity that provides item, price, or availability data via Managed Data (CMD).

4.11.1.2. Buyer: means any legal entity that receives such data.

4.11.1.3. User: means any person authorized to access Managed Data (CMD) on behalf of the Supplier or Buyer.

##### 4.11.2. Scope of Services

4.11.2.1. TecAlliance provides Managed Data (CMD) as a cloud-based data management service that allows users to upload, validate, transfer, and manage data using standardized templates and automated processes.

4.11.2.2. TecAlliance may update, modify, or further develop Managed Data (CMD) at any time, provided that such changes do not significantly restrict its core functionality.

##### 4.11.3. Obligations of Use

4.11.3.1. The user agrees to provide TecAlliance with the contact information of their designated project team and a project manager responsible for managing the use of the service.

4.10.2.1. 泰案联提供 TecCom Returns 模块，这是一个用于处理索赔接收方与索赔发送方之间索赔的云端解决方案。

4.10.2.2. TecCom Returns 支持处理与质量问题相关的保修索赔，包括可选的工时费信息，以及与产品质量无关的物流退货。在此过程中，泰案联仅作为索赔发起方与索赔接收方之间信息交换的技术传输方。

#### 4.10.3. 使用义务

4.10.3.1. 用户应对其自身用户账户的接入负责，并确保所有账户持有人均接受本一般条款与条件及系统要求。

4.10.3.2. 索赔发起方仅可将 TecCom Returns 用于提交和处理索赔，并确保与索赔相关的所有提交信息、文件和证明的准确性、完整性和时效性。

4.10.3.3. 索赔发起人尤其不得：(i) 滥用系统，例如用于批量分析或未经约定的流程；(ii) 上传或传输与索赔无关的数据；(iii) 侵犯第三方权利；(iv) 上传非法、有害或危及安全的内容；以及 (v) 以损害系统安全、完整性或可用性的方式使用该系统。

#### 4.10.4. 免责声明

4.10.4.1. 对于用户之间就索赔结果达成的内容、客观评估或决策，泰案联不承担任何责任。

4.10.4.2. 泰案联不负责退回零件的运输、检查、接收或物理处理。所有商业后果（例如信用额、退款或产品更换）均由用户之间自行解决。

#### 4.11 托管数据 (CMD)

##### 4.11.1. 定义

4.11.1.1. 供应商：指通过托管数据 (CMD) 提供商品、价格或库存数据的任何法人实体。

4.11.1.2. 买方：指接收此类数据的任何法人实体。

4.11.1.3. 用户：指有权代表供应商或买家访问托管数据 (CMD) 的任何个人。

##### 4.11.2. 服务范围

4.11.2.1. 泰案联提供基于云的“托管数据 (CMD)”数据管理服务，用户可借助标准化模板和自动化流程上传、验证、传输及管理数据。

4.11.2.2. 泰案联可随时更新、修改或进一步开发托管数据 (CMD)，但前提是这些变更不会对核心功能造成实质性限制。

##### 4.11.3. 使用义务

4.11.3.1. 用户承诺向泰案联提供其负责项目团队的信息，以及负责管理该服务使用的项目经理的信息。



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4.11.3.2. The User must ensure that all access credentials are kept secure. Any unauthorized access must be reported to TecAlliance immediately.

4.11.3.3. Buyers are responsible for verifying and evaluating the data prior to its use for commercial or operational purposes and for integrating it into their own systems in accordance with applicable laws and internal controls.

4.11.3.4. It is prohibited to reverse engineer, copy, or misuse the platform; to inject malicious code; or to use the platform for unlawful purposes or for competitive intelligence.

#### 4.11.4. **Ownership Rights to Data and Licensing**

4.11.4.1. Suppliers retain all ownership rights to the data transmitted via the Service.

4.11.4.2. By transmitting data, suppliers grant TecAlliance a non-exclusive, worldwide, royalty-free license to process, validate, store, convert, and transmit the data solely for the purpose of providing the Service to suppliers, buyers, and other authorized parties.

4.11.4.3. Buyers receive a limited, non-exclusive license to use the data received via the Service exclusively for internal business processes. The transfer or disclosure to third parties is prohibited unless expressly permitted by the Supplier or required by law.

#### 4.11.5. **Disclaimer**

TecAlliance assumes no liability for the accuracy and completeness of the data provided. Use of the Service is at the user's own risk.

4.11.3.2. 用户必须确保所有访问凭证得到安全保管。如发生未经授权的访问，须立即通知泰案联。

4.11.3.3. 买方有责任在将数据用于商业或运营目的之前对其进行核查和评估，并按照适用法律和内部控制要求将其整合到自身系统中。

4.11.3.4. 禁止对平台进行逆向工程、复制或滥用，禁止植入恶意代码，亦禁止将平台用于非法目的或竞争情报收集。

#### 4.11.4. **数据所有权与许可**

4.11.4.1. 供应商保留通过本服务传输的数据的所有所有权。

4.11.4.2. 供应商在传输数据时，授予泰案联一项非独占性、全球性、免版税的许可，允许其处理、验证、存储、转换和传输数据，且仅限于向供应商、买家及其他授权方提供服务之目的。

4.11.4.3. 买方获得一项有限的、非排他性的许可，仅可将通过本服务获取的数据用于内部业务流程。除非供应商明确许可或法律另有规定，否则禁止向第三方转让或披露该数据。

#### 4.11.5. **免责声明**

泰案联对所提供数据的准确性和完整性不承担任何责任。用户使用本服务需自行承担风险。



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