

## Global Terms and Conditions for JATO Subscription Services

### The Contract governs the supply and right to use JATO's Subscription Services

#### General Construction:

**Parties.** The Contract is made between JATO and the Customer, as identified in the Order Confirmation Form.

**Order Confirmation Form.** The Subscription Services are identified in the Order Confirmation Form, issued by JATO. The Order Confirmation Form incorporates these terms and conditions.

**Terms and Conditions.** These terms and conditions set out the terms on which JATO provides the Services and Customer can use them. If a word starts with a capital letter in these terms and conditions, its definition can be found in clause 15.

**Subscription Services.** The Customer must use the Subscription Services only for the purposes and in line with the limits set out in the Contract.

**Order of Precedence.** If there is a difference between any of the documents that make up the Contract: (a) these terms and conditions will override all the other documents (unless the Order Confirmation Form expressly changes a term in these terms and conditions); (b) the Service Level Agreement will override the Order Confirmation Form; (c) the annex(es) of the Order Confirmation Form (if any) will override the remainder of the Order Confirmation Form and if there is more than one annex to the Order Confirmation Form, an annex lower in number, will override an annex higher in number (e.g. Annex 1 will override Annex 2); and (d) subject to the foregoing, the annexes will override the Quote Spreadsheet; in each case to the extent of that difference only.

### TERMS AND CONDITIONS

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## General

### Governing law and jurisdiction

### Definitions and interpretation

#### **1. Basis of Contract**

When the Customer signs the Order Confirmation Form or the Services start, whichever happens first, the Customer is agreeing to the Contract.

#### **2. Services**

2.1. Provided the Customer complies with the terms of the Contract, JATO will supply the Services to the Customer according to the terms of the Contract.

2.2. Subject to clause 5.1.2, JATO will use reasonable efforts to make the Subscription Services available to the Customer from the Start Date for the Subscription Service.

2.3. JATO will supply the Customer with:

2.3.1. any necessary login credentials to enable connection to the Subscription Services;

2.3.2. regular Updates to the Databases during the Subscription Term;

2.3.3. Updates to Reports (if the Customer has subscribed to Reports), based on the frequency stated in the Order Confirmation Form; and

2.3.4. technical help desk support and error resolution to the extent it is provided under the applicable Service Level Agreement. If the Customer requires additional services, JATO may charge additional fees for these, after obtaining the Customer's approval.

2.4. JATO may:

2.4.1. improve, modify, enhance, or substitute parts of the Subscription Services including changing Third Party Applications or changing the method of delivery of the Subscription Service;

2.4.2. change the Schema and add or remove elements of the Licensed Content and change formats, as long as it does not significantly diminish the quality of the Subscription Services; and

2.4.3. remove any Data which it no longer has the right to publish, which it has reasonable grounds to believe infringes a third party's Intellectual Property Rights or which is no longer in line with its Schema.

#### **3. Right to use**

3.1. The Customer accepts that the Licensed Content (as an underlying part of the Subscription Service) is licensed to it, not sold and JATO and its licensors own the Licensed Content (including the Data) and any copies of it, even when it is used in line with the Contract.

3.2. If the Customer pays all fees due to JATO and complies with the Contract, JATO grants the Customer during the Subscription Term and strictly in accordance with the Permitted Use(s) specified in the Order Confirmation Form a limited, non-exclusive, revocable, non-transferable, non-sublicensable right and licence for the Customer and the Users to access and use the Licensed Content, but only to the extent, for the purposes and by the persons expressly permitted in the applicable Permitted Use(s) described in the Order Confirmation Form, including the Commercial Terms and Annex 1.

3.3. If specified in the Order Confirmation Form, JATO may grant the Customer access to the Subscription Service before the Start Date for the Subscription Services, solely for the purpose of undertaking such integration, configuration, testing, or other preparatory technical activities as are reasonably required to enable the Customer's

systems to interoperate with the Subscription Service. In such circumstances, the rights granted to the Customer under clause 3.2 will commence on the earlier access date specified in the Order Confirmation Form, but only to the extent necessary to carry out such integration and preparatory activities.

- 3.4. JATO retains all rights not explicitly granted to the Customer under clause 3.2.
- 3.5. If the Customer is permitted to save a copy of the Database underlying the Subscription Service, on its server, which is only the case where the Delivery Method is JATO's V5 software or data feed and it is expressly permitted on the Order Confirmation Form:
  - 3.5.1. the Customer may only, download, host, reformat and manipulate the Database to make the Data available for the Permitted Use and subject to all limits on use in the Contract; and
  - 3.5.2. the Customer may only make limited copies as necessary for back-up, security, disaster recovery or testing purposes. The Customer will keep those copies in a secure manner and prevent access to the copies except by those Users who require access in order to deploy and maintain the same for the relevant Permitted Use.
- 3.6. The Customer's Service Providers can be given access to the Subscription Services provided:
  - 3.6.1. they are supporting the Customer in its use of the Subscription Services;
  - 3.6.2. JATO expressly agrees in writing to them being given access, subject to any other limits on use required by JATO; and
  - 3.6.3. the Customer obtains signed undertakings from them to comply with all applicable terms of the Contract before access to the Subscription Service is given. This must be done, even if the Service Provider accesses the Subscription Services separately from the Customer
- 3.7. Where a Customer has subscribed to the Index Subscription Service (as specified in the Order Confirmation Form), JATO grants the Customer during the Subscription Term, a limited, non-exclusive, revocable, non-transferable, non-sublicensable right and licence to disclose the Description Fields and Instance IDs from the Index Subscription Service to such of its Service Providers that are supporting the Customer in connection with the Customer's internal business operations, for the purpose of the Customer's internal business operations only.
- 3.8. The Customer will make sure that Users comply with any "terms of use" made available on access to the Subscription Services, provided that, to the extent any terms in those "terms of use" are inconsistent with or conflict with the Contract, the Contract will override.

#### 4. **Restrictions on use**

- 4.1. Except to the extent JATO is not permitted to exclude or restrict use under law applicable to JATO, the Customer will not use the Subscription Services (or any part of them) in any way which is not expressly permitted in clause 3, and in the Order Confirmation Form, unless agreed by JATO in writing. The Customer will in particular:
  - 4.1.1. not make any commercial use of any part of the Subscription Services (including the Licensed Content), including using it to produce a commercial product or service, or to directly generate revenue;
  - 4.1.2. not distribute, sub-licence, assign, supply or make available any of the Subscription Services (including the Licensed Content) in any form or for any purpose (whether commercial or non-commercial) to any individual or company outside the Customer;
  - 4.1.3. not use the Licensed Content for any purpose not expressly permitted by the Contract;
  - 4.1.4. not create derivative works from the Licensed Content, except where the Permitted Use is Analyst Use. This includes (including in respect of Analyst Use) not merging or combining the Licensed Content (or any part of it) with a competitive data set or mapping or linking it to such a data set (including to manufacturer's codes and option codes) to enable it to be used in conjunction with that data set;

- 4.1.5. only display Data (as individual extracts) to Permitted Recipients and not the whole or the substantial part of the Licensed Content;
  - 4.1.6. not use the Subscription Services (including any Licensed Content) to create or develop similar or competitive products or services, or products or services using similar features or functions;
  - 4.1.7. not translate the Licensed Content or make it available to Users or Permitted Recipients in any language other than the language supplied by JATO;
  - 4.1.8. not allow anyone other than the Users to access the Subscription Services;
  - 4.1.9. not copy, disclose, share, distribute or otherwise make available to any third party, the Schema or any Item or Attribute that the Customer accesses or views through the Subscription Service;
  - 4.1.10. not use the Licensed Content to compile a database of, or re-create the whole or substantial part of the Licensed Content by making repeated and systematic copies of insubstantial parts of the Licensed Content;
  - 4.1.11. not try to copy, modify, duplicate, republish, display, de-compile, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Subscription Services;
  - 4.1.12. if the Permitted Use is Public Use, only make the Data (or if the Permitted Use is Analyst Use, the Analysis) accessible from the relevant Platform and not permit the Data or Analysis, if applicable to be displayed on any other site, including in a frame within any other site without the prior written permission of JATO and payment of an agreed fee;
  - 4.1.13. not attempt to cloak or conceal the Customer's identity when requesting access to use the Subscription Services;
  - 4.1.14. not use the Subscription Services (including the Licensed Content) in any manner or for any purpose that misappropriates or otherwise infringes any Intellectual Property Right or other right of any person, or that breaches any law;
  - 4.1.15. whether on screen or on printed matter, not simultaneously display Data relating to a vehicle or vehicles included in Licensed Content for one Country with the same or another vehicle or vehicles included in the Licensed Content for another Country, whether for comparison purposes or otherwise;
  - 4.1.16. not contemporaneously display or permit the contemporaneous display to any Permitted Recipients of:
    - (a) any Data relating to more than ten vehicles at the same time; or (b) more than 150 Items or Attributes for any vehicle;
  - 4.1.17. not conduct, facilitate, or permit any text or data mining or web scraping of the Licensed Content (or, if the Permitted Use is Analyst Use, the Analysis) for any purpose including to develop, train, fine-tune or validate AI systems or models, except if the Permitted Use is Public Use and then only to provide public search engines services. This includes using (or facilitating or allowing the use of):
    - 4.1.17.1. any 'robot,' 'bot', 'spider', 'scraper' or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any part of the Licensed Content; or
    - 4.1.17.2. any automated analytical technique aimed at analysing text and data in digital form to generate information or develop, train, fine-tune or validate AI systems or models including patterns, trends and correlations; and
  - 4.1.18. not use any Licensed Content (including Data) to develop, train, fine-tune or validate any AI system or model (including ingesting Licensed Content into any large language model).
- 4.2. Clause 4.1.17 is a reservation of JATO's rights, including under Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

- 4.3. Where the Customer has purchased the right to use the Embargoed Data Subscription Service (as specified in the Order Confirmation Form), it will in no circumstances release the data from that Subscription Service to the public via the Customer Public Platform, even if the Permitted Use is Public Use.
- 4.4. Where the Delivery Method is API, the Customer will not (unless specified otherwise on the Order Confirmation Form and then only to the extent permitted) systematically download Data or store Data in a way that allows later offline retrieval without accessing the Subscription Service, except that temporary storage of Data is permitted;
- 4.4.1. for a limited period of 24 hours to allow multiple hits against a single record as part of a continuous enquiry; or
- 4.4.2. for a limited period where it is necessary to retain Data for auditing or contractual purposes. This Data must be held in archive records and must only be retained as long as necessary for this purpose. This Data must not be used to fulfil further enquiries or transactions, nor to fulfil multiple enquiries after the 24 hour period permitted under clause 4.4.1 has ended.
- 4.5. The Customer must not use the Subscription Services or any trademark or copyright notice associated with it to suggest that it is part of the Customer's offering to its customers.
- 4.6. The Customer agrees that Users can use the Licensed Content for the Permitted Use only. If they download Licensed Content without being explicitly permitted to do so under the Contract, or download excessive or abnormal levels of Data, it is likely to be considered a breach of the Contract. What is considered 'excessive' or 'abnormal' will be determined by JATO acting reasonably, based on what a typical user would download for the relevant Permitted Use.
- 4.7. If there is unauthorised use of the Licensed Content, without affecting JATO's other legal solutions, JATO may on written notice to the Customer: (a) terminate the user's access to the Subscription Services; (b) terminate access from the email or IP addresses used in the unauthorised use; (c) require the Customer to end the user's access to the Licensed Content; (d) suspend the User or the Customer's use; or (e) require the Customer to pay for broadening the Subscription Specification to cover the unauthorised use and suspend use until payment has been received.
5. **Customer's obligations**
- 5.1. The Customer will:
- 5.1.1. where the Permitted Use allows display of Licensed Content to Permitted Recipients on a non-public or public platform, give JATO full particulars of the platform via which it wishes to make the Licensed Content available to Permitted Recipients from time to time. The Customer may only use a platform specified in the Order Confirmation Form or approved by JATO under clause 9.6; and
- 5.1.2. be responsible for supplying any hardware and software (including configuration) requirements set by JATO which are necessary for the Customer to access and use the Subscription Services from its own systems and to maintain connectivity to the Subscription Services during the Subscription Term.
- 5.2. The Customer must:
- 5.2.1. limit access to the Subscription Services to the number of User Subscriptions or if none are specified in the Order Confirmation Form, to the number of Users that actually need it to perform their roles;
- 5.2.2. keep a current list of Users and provide it to JATO within 5 Business Days of JATO asking for it; and
- 5.2.3. if the Customer makes the Data available to a Permitted Recipient, as permitted under the Permitted Use, credit JATO as the source of the Data as follows: 'includes content supplied by JATO Dynamics Limited; "© and/or database right JATO Dynamics Limited 20[//] – 20[//]. All rights reserved. JATO Dynamic Limited's software and databases are protected by UK and international copyright and database laws. Infringement of its rights may result in civil or criminal action being taken against you."

- 5.3. Subject to clause 5.9 ,the Customer accepts that JATO may make AI tools available to Users for use as part of the functionality or features of a Subscription Service or via links. Where that happens:
- 5.3.1. JATO will let Users know; and
- 5.3.2. the Customer must, and must ensure that Users, validate any AI Generated Content before use. The Customer accepts that it is responsible for reviewing and making any changes to AI Generated Content to make it accurate and make it meet the Customer’s business requirements and Applicable Law.
- 5.4. The Customer must:
- 5.4.1. make each User aware of the rights and limits for using the Subscription Services set out in the Contract;
- 5.4.2. make each Permitted Recipient aware of the rights and limits for using the Data set out in the Contract (including by following clause 5.5); and
- 5.4.3. without affecting clause 5.7 and 5.8, use all efforts to make sure that all Users and Permitted Recipients comply with the limits on use.
- 5.5. The Customer must make Permitted Recipients accept “terms of use” before being given access to Data or, before access is given to Analysis (as applicable) if the Permitted Use is Analyst Use. These “terms of use” must include the following, with any necessary adjustments to comply with Applicable Law:
- 5.5.1. a clear notice of the terms for using the Data or Analysis (as applicable);
- 5.5.2. a prohibition on allowing anyone else to use the Data or Analysis (as applicable);
- 5.5.3. the limits on use set out in clause 4 and other limits that apply to the relevant Permitted Use, including any in the Commercial Terms; and
- 5.5.4. the following:
- 5.5.4.1. “the information provided to you through this service is provided ‘as is’; and
- 5.5.4.2. “reasonable endeavours have been made to provide accurate and complete information; however we cannot guarantee its accuracy, completeness, reliability, usefulness, fitness for purpose or timeliness of the information. Please be careful when using this information.”
- 5.6. The Customer must not:
- 5.6.1. make any promises, representations, warranties or guarantees about the Data or Analysis (as applicable) except as set out in the Contract; or
- 5.6.2. represent itself as JATO’s agent.
- 5.7. The Customer will use its best efforts to monitor that Users and Permitted Recipients are acting in accordance with the relevant Permitted Use. If it finds any unauthorised use, it must immediately inform JATO and take all reasonable steps, including disciplinary action, to stop and prevent further unauthorised use.
- 5.8. The Customer is responsible and liable for the acts and omissions of Users and the Permitted Recipients, except for Permitted Recipients where the Permitted Use is Public Use, provided that the Customer always complies with clauses 5.5, 5.6 and 5.7.
- 5.9. The Customer acknowledges that use of some elements of the Subscription Service, may require the use of third party applications, platforms, or services (“**Third Party Applications**”). The Customer is solely responsible for reviewing and accepting any terms and conditions applicable to such Third Party Applications. JATO will have no liability or responsibility for the acts, omissions, availability, functionality, or content of any Third Party Applications, nor for any loss or damage arising from the Customer’s use of or reliance on such Third Party Applications.

## 6. Security and audit

- 6.1. The Customer accepts that the Licensed Content is sensitive and proprietary (and includes copyright and database rights) so it needs to be kept secure and confidential.
- 6.2. Where any Security Features are provided to the Customer by JATO, the Customer must:
  - 6.2.1. only disclose them to the Users as strictly necessary for the Permitted Use; and
  - 6.2.2. keep, and make sure that the Users keep, them confidential and must not lend, share, transfer or otherwise misuse them.
- 6.3. The Customer accepts that JATO may change Security Features on notice to the Customer or the Users for security reasons. The Customer will not attempt to bypass or subvert JATO security controls that directly or indirectly protect access to the Subscription Services.
- 6.4. The Customer must always use security systems and procedures that are at least as strict as the ones it uses to protect its own confidential or sensitive data and systems to prevent anyone from accessing the Subscription Services without permission and, as a minimum, security controls consistent with good industry practice.
- 6.5. Where the Permitted Use permits the display of Licensed Content to Permitted Recipients on a non-public environment, the Customer must ensure that the Licensed Content is made available to Permitted Recipients, via use of a password protected and secure environment only.
- 6.6. Without affecting clause 6.4, the Customer must:
  - 6.6.1. have the right technical measures to prevent Permitted Recipients from performing Prohibited Data Analysis on the Data and inform JATO about these measures within 30 days from the Start Date for the Subscription Service. Examples of these measures include CAPTCHAs, User-Agent Verification, IP Blocking, Honeypots, Content Obfuscation, Behaviour Analysis and Device Fingerprinting. If the Customer does not have these measures or does not inform JATO of them, it is a material breach of the Contract under clause 12.2.2; and
  - 6.6.2. check at least once a month, the logs and traffic patterns of the permitted systems or Platforms via which it makes the Data or Analysis (if applicable) available for any Prohibited Data Analysis.
- 6.7. JATO may ask the Customer to add extra security features, in line with good industry practice, to the Customer's systems (including its servers) to protect the Subscription Services (including Licensed Content). If the Customer refuses, JATO can immediately on notice to the Customer terminate the Contract. If this happens, JATO will refund to the Customer, that part of the advance payment made by the Customer that relates to the unexpired part of the Initial Subscription Term or Renewal Period (as relevant). JATO will have no other liability to the Customer.
- 6.8. If the Customer finds out about any misuse of the Subscription Services (including Prohibited Data Analysis) or if it suspects that any Security Feature has been disclosed to or obtained by any unauthorised person:
  - 6.8.1. it must identify to JATO, if known, the persons that are misusing or making the disclosure;
  - 6.8.2. if there is any unusual activity suggesting Prohibited Data Analysis, the Customer must quickly use technical measures to block or limit the access from the relevant IP addresses. Then it must tell JATO in writing about the activity and give JATO the IP address information;
  - 6.8.3. it must, as soon as possible, co-operate (at its expense) with JATO to remedy the issue; and
  - 6.8.4. if necessary to protect its rights, JATO may suspend the Customer's rights under the Contract until the misuse, security breach or unauthorised disclosure of the Security Feature is resolved.
- 6.9. The Customer agrees to co-operate with JATO's security investigations where such cooperation is reasonably required.

- 6.10. JATO may incorporate watermarking, digital rights management, and other protective technologies into the Licensed Content. The Customer acknowledges that such measures may be used by JATO for the purpose of source identification, security and to monitor use of the Subscription Services to ensure compliance with clauses 3, 4 and this clause 6. The Customer shall not remove, alter, or circumvent any such protective technologies or watermarking applied.
- 6.11. During the Subscription Term and for 2 years after, the Customer will allow JATO's representative to access the Customer's premises and systems to audit the Customer's use of the Subscription Services and Licensed Content to ensure the Customer's compliance with the Contract. JATO will make sure that its representative provides confidentiality undertakings for the benefit of the Customer (except that they will be able to disclose the outcome of the audit to JATO). JATO will use reasonable endeavours to ensure the audit does not unreasonably disrupt the Customer. This right will only be exercisable on 30 days' advance written notice once a year unless JATO has reasonable grounds for believing that the Customer is in breach of those clauses.
- 6.12. The Customer will keep complete and accurate records to demonstrate its compliance with the terms of the Contract and will make those records available for inspection by JATO or its representative, as part of the audit under clause 6.11.
- 6.13. Where the Permitted Use permits the display of Licensed Content to Permitted Recipients in a non-public environment, the Customer will impose obligations similar to those in clauses 6.10, 6.11 and 6.12 on the Permitted Recipients. The Customer will, in addition, ensure that it has the right to inform JATO if any of those audits show that a Permitted Recipient has used the Licensed Content in breach of the Contract. The Customer must also take any action (in line with JATO's rights under the Contract or under law), that JATO reasonably requires as a result of that non-compliance.

## **7. Intellectual Property**

### *JATO IPR*

- 7.1. The Customer agrees that JATO or its licensors own all Intellectual Property Rights in the Subscription Services and that using the Subscription Services in line with the Contract does not transfer any rights of ownership to any element of the Subscription Services to the Customer.
- 7.2. The Customer agrees that JATO or its licensors have made and will continue to make substantial investment in collecting, verifying, selecting, coordinating, developing, presenting and supplying the Licensed Content. The Customer will not dispute or challenge JATO's Intellectual Property Rights in the Subscription Services or any part of it.
- 7.3. The Customer agrees that JATO can collect, save and use Usage Data for any purpose related to JATO's business (including for product and service improvement) without paying any fee. JATO will anonymise Usage Data if it wishes to disclose it to third parties.

### *Customer IPR and Customer Information*

- 7.4. If the Licensed Content includes Reports, the Customer permits JATO (and its Affiliates) during the Subscription Term to use the Customer IPR in the Reports to be produced and delivered by JATO to the Customer as part of the Subscription Services, for the purpose of customising the Reports for the Customer only. JATO must have the Customer's prior written permission for any other use of the Customer IPR.
- 7.5. The Customer agrees that where it ingests Customer Information into the Subscription Services, JATO may use the Customer Transaction Data to verify the standards JATO applies to the collection, aggregation and analysis of its Databases, including correcting errors and omissions in the Databases and enhancing them with additional information. JATO will maintain the confidentiality and security of the Customer Information including the Customer Transaction Data and will not use the Customer Information for any purpose, other than as provided for in this clause 7.5.
- 7.6. The Customer warrants and undertakes that it has the right, authority, and licence to ingest the Customer Information into the Subscription Services and to allow JATO to use the Customer IPR and Customer Transaction Data as provided for in clause 7.4 and 7.5. JATO agrees that using the Customer IPR and Customer Transaction



Data in line with clause 7.4 and 7.5 does not transfer any rights of ownership in any element of the Customer IPR and Customer Transaction Data to JATO.

**8. Terms that only apply to VINView and VINView Pro Subscription Service**

- 8.1. JATO must impose additional obligations on its customers of the VINView and VINView Pro Subscription Services as set out in this clause 8, as those Subscription Services include Third Party Data. If there is a difference between the terms in this clause 8 and any other terms in these terms and conditions, the terms in this clause 8 will apply to the extent of that difference only.
- 8.2. The Customer accepts that the VINView and VINView Pro Subscription Services will include the vehicles in JATO's Specifications Database and Third Party Data.
- 8.3. JATO may make changes to the VINView and VINView Pro Subscription Services if a Third Party Data Provider changes the underlying data or service it supplies to JATO. JATO will give the Customer as much written notice as possible in advance of those changes. If any change significantly reduces the quality of the VINView or VINView Pro Subscription Services, the Customer may end its subscription to the affected VINView or VINView Pro Subscription Service by giving JATO 30 days advance written notice.
- 8.4. The Customer will keep records of its use of the Data from the VINView and VINView Pro Subscription Services in the form specified by JATO, including the identity of the Users and the Data accessed by each of them and will provide JATO with copies of them on request for inspection and audit.
- 8.5. The Customer will be liable to JATO for any breach of the Contract by any User or Permitted Recipient, as if that breach were a breach by the Customer.
- 8.6. The Customer will not use the Data to provide credit-reference services or moveable asset enquiry services to any other person.
- 8.7. JATO has no control over access to the Third Party Data nor its accuracy, therefore the Customer accepts that JATO will not:
- 8.7.1. be liable for any corruption to, loss of, or delay in delivering access to, the Third Party Data, except that JATO will be liable to the Customer for any corruption to, or loss of, Third Party Data caused by JATO's actions or omissions; nor
- 8.7.2. guarantee that the Third Party Data does not infringe someone else's Intellectual Property Rights, nor cover any claims that the Third Party Data infringes those rights. As a result, clause 11.6 or 11.7 of these terms and conditions will not apply to Third Party Data.
- 8.8. JATO can stop providing the VINView or VINView Pro Subscription Service if a Third Party Data Provider ends its agreement with JATO to supply the Third Party Data. If that happens, JATO will give the Customer as much notice as possible and consult with the Customer to minimise any disruption. Usually, JATO will be able to give the Customer 30 days' advance notice, but not always.
- 8.9. If either party ends the provision of the VINView or VINView Pro Subscription Service under clause 8.3 or 8.8 both parties agree to sign all documents necessary to end that supply (including varying the Contract to remove references to the VINView or VINView Pro Subscription Service as applicable) leaving the supply of the other Subscription Services unchanged.
- 8.10. JATO may suspend the provision of the VINView or VINView Pro Subscription Service if a Third Party Data Provider suspends its service to JATO. If that happens, JATO will give the Customer as much advance notice as possible and will give regular updates on how long the suspension is expected to continue.
- 8.11. The Customer and JATO agree that where they are in the UK, European Economic Area (**EEA**) or in a country deemed by them to have adequate data protection laws in place, they will comply with the remainder of this clause 8. Where personal data is transferred to or accessed from a country or territory outside the UK or EEA or a country not deemed by the UK or EEA to have an adequate level of protection for personal data, they will enter into a data processing agreement in compliance with Data Protection Law, incorporating appropriate safeguards.

- 8.12. The Customer and JATO agree that:
- 8.12.1. the Customer is the controller and JATO is the processor of any VIN or licence plate data that is personal data, which JATO processes while providing the VINView or VINView Pro Subscription Service;
  - 8.12.2. the Customer maintains control of that personal data and is responsible for meeting its obligations under Data Protection Law. This includes ensuring that the Customer has a lawful basis for sharing such data with JATO and its sub-processors, giving any necessary notices, obtaining required consents and providing written instructions to JATO on how to process the personal data; and
  - 8.12.3. clause 8.15 below describes the subject matter, duration, nature and purpose of the processing as well as the types of Data Subject and the categories of personal data that JATO may process to provide the VINView and VINView Pro Subscription Service and to meet its obligations under this clause 8.
- 8.13. When JATO processes any personal data on the Customer's behalf in connection with the VINView or VINView Pro Subscription Service, it will:
- 8.13.1. only process the personal data as needed to provide those Subscription Services and fulfil its obligations under this clause 8 in line with the Customer's written instructions. JATO will promptly inform the Customer if it believes those instructions do not comply with Data Protection Law;
  - 8.13.2. keep the personal data confidential and will not share it with third parties unless the Customer or the Contract specifically allows it, or it is required by Data Protection Law. If Data Protection Law requires JATO to disclose the personal data, JATO will inform the Customer first and allow it to object or challenge, unless Applicable Law prohibits JATO giving prior notice;
  - 8.13.3. not transfer or allow the transfer of personal data outside the United Kingdom or EEA unless permitted by Data Protection Law (including with appropriate safeguards in place) or with the Customer's written consent;
  - 8.13.4. make sure that anyone authorised to process the personal data is required to keep it confidential;
  - 8.13.5. put in place appropriate technical and organisational measures to ensure a level of security that matches the risk, following the requirements of article 32 of the UK GDPR and EU GDPR (as applicable);
  - 8.13.6. inform the Customer without undue delay on becoming aware of a personal data breach and cooperate with the Customer (at the Customer's cost, where JATO is not in breach of the Contract) to resolve it;
  - 8.13.7. inform the Customer in writing immediately if it receives any complaint, notice or communication related to the processing of the personal data or either party's compliance with Data Protection Law;
  - 8.13.8. not inform any third party of any accidental, unauthorised or unlawful processing of personal data or a personal data breach without first getting the Customer's written consent, unless required by Applicable Law;
  - 8.13.9. reasonably help the Customer (at the Customer's cost) to meet its obligations under Data Protection Law, taking account of the nature of JATO's processing and the information available to JATO. This includes assisting with data subject rights, data protection impact assessments and reporting to and consulting with the Commissioner;
  - 8.13.10. help the Customer to meet its obligations to keep personal data secure, inform a Commissioner or data subject about a personal data breach, conduct a data protection impact assessment and communicate with the Commissioner regarding the processing of personal data;
  - 8.13.11. be allowed to use sub-processors for its processing activities, as long as it informs the Customer about any new or replacement sub-processors and gives the Customer the opportunity to object to those changes;

- 8.13.12. require each sub-processor to follow clause 8.13 as if the processing being carried out by the sub-processor was being carried out by JATO. JATO will be responsible for the actions and omissions of its sub-processors as if they were its own;
- 8.13.13. keep detailed, accurate and up-to-date written records of any processing of personal data, including details on access, control and security, processing purposes, categories of processing and a general description of the measures referred to in clause 8.13.5;
- 8.13.14. make available to the Customer all information needed to show compliance with sub-clause 8.13 and allow for and contribute to audits in respect of its processing of personal data, including inspections conducted by the Customer (or an auditor on its behalf);
- 8.13.15. when the supply of the relevant Subscription Services or the Contract ends, either delete or return (as the Customer chooses) all personal data processed on the Customer's behalf in connection with the Subscription Services, and delete any copies, unless Applicable Law requires retention; and
- 8.13.16. promptly inform the Customer of any changes to Data Protection Law that JATO reasonably believes will negatively affect JATO's ability to comply with this clause 8.13.
- 8.14. If a change to Data Protection Law stops either party from complying with clause 8.13, the parties may agree to suspend the processing of the personal data until that processing complies with the new requirements. If the parties cannot resolve the issue within 60 days, either party can end the supply of the affected VINView or VINView Pro Subscription Service by giving the other party at least 14 days advance written notice.
- 8.15. The processing being carried out in connection with the supply of the VINView or VINView Pro Subscription Service is as follows:

<b>TYPE OF DATA WHICH MAY BE PROCESSED</b>	VIN and/or license plate data
<b>CATEGORIES OF DATA SUBJECTS TO WHICH DATA RELATES</b>	Whoever the VIN and/or license plate data could identify (including, past owners and employees of manufacturers or dealers).
<b>NATURE AND PURPOSE OF DATA PROCESSING ACTIVITIES</b>	Customer acting as controller will share the VIN and/or license plate with JATO (acting as processor) to enable it and/or its sub-processors (including the Third Party Data Providers) to provide VIN and/or license plate decoding data back to the Customer.
<b>DURATION OF PROCESSING</b>	During the Subscription Term and post termination of the Contract to comply with post termination obligations.

## 9. Fees and payment

- 9.1. Where the Customer's processes, require the issuance of a purchase order (P.O.), before JATO can raise an invoice, the Customer will promptly supply JATO with a P.O, within three (3) working days of the Start of the Subscription Services.
- 9.2. The Customer will pay the Total Price and any other fees due to JATO under the Contract in line with this clause 9, except to the extent otherwise set out in the Order Confirmation Form. If the Customer has purchased a Purchaser Plus Affiliates Subscription and if specified in the Order Form, JATO can directly invoice a Customer Affiliate for the Subscription Service for a specified Country. The Customer agrees that if the Customer Affiliate fails to settle JATO's invoice in line with this clause 9, JATO can issue an invoice to, and recover payment from, the Customer.

- 9.3. That part of the Subscription Price due in respect of the first year of the Initial Subscription Term will be invoiced in full and in advance of the Start Date for the Subscription Service. That part of the Subscription Price due in respect of each subsequent year of the Subscription Term will be invoiced in full and in advance of the anniversary of the Start Date for the Subscription Service. All payments are payable within the time period set out in the Order Confirmation Form.
- 9.4. Besides the fees owed to JATO under the Contract, the Customer must pay any relevant sales, use, goods and services, value added, withholding or similar taxes that apply. These must be paid to JATO or the applicable taxing authority so that after paying them, JATO still receives the full amount owed to it.
- 9.5. The Customer must pay by bank transfer and pay all related bank and currency conversion charges.
- 9.6. The Subscription Price is calculated based on Subscription Specification. JATO may charge the Customer an additional fee for a change in, or addition to, the Subscription Specification in line with clause 9.7.
- 9.7. The Customer accepts that a Subscription Service cannot be removed or substituted during the Subscription Term. Subject to clause 9.8, if there is an addition or proposed addition to the Subscription Specification (i.e. any change made to the Quote Spreadsheet), the party that becomes aware of it or wants to make that addition must inform the other in writing. JATO will evaluate the addition or proposed addition and either approve or reject it. If JATO approves it:
- 9.7.1. JATO will inform the Customer in writing about the proposed additional fee;
- 9.7.2. if the Customer agrees the fee, the parties will sign an addendum to the Contract reflecting the change and the agreed fee, which will form part of the Contract; and
- 9.7.3. the Customer will pay JATO the agreed fee and JATO will provide the Subscription Services, in line with the addendum.
- 9.8. If JATO rejects the Customer's request or the parties cannot agree the fees for the change to the Subscription Specification within 30 days of JATO's notice under clause 9.7.1 the Contract will continue without change until the day before the next anniversary of the Start Date for the Subscription Service, when it will automatically terminate.
- 9.9. If the Subscription Specification specifies a Call Volume, the Customer acknowledges that:
- 9.9.1. each Call Volume relates to the relevant Subscription Service noted against it in the Order Confirmation Form, and cannot be used or transferred for use with another Subscription Service;
- 9.9.2. the Call Volume will expire at the end of the period specified against it in the Order Confirmation Form and any unspent Call Volume in that period will be lost;
- 9.9.3. unsuccessful matches are counted as legitimate calls and therefore are taken account of when calculating the relevant Call Volume; and
- 9.9.4. if the Call Volume is exceeded in the relevant period, the Customer will be charged for any excess use, on the basis set out in the Order Confirmation Form, at the applicable rate per call, for the applicable year of the Subscription Term and will be billed at the end of each consecutive twelve month period, starting on the Start Date for the Subscription Services.
- 9.10. If the Customer purchases access to the WLTP Subscription Service (as specified in the Order Confirmation Form) JATO reserves the right to make additional charges if the individual vehicle manufacturers introduce charges for JATO's use of those manufacturers' API's or similar WLTP sources. JATO will inform the Customer in writing at least 14 days before introducing these charges. The Customer may request JATO in writing, before expiry of those 14

days, to block access to the data of the affected vehicle manufacturer from the WLTP Subscription Service, so that the Customer can avoid the additional charges.

- 9.11. If the Subscription Specification specifies Dealer Locations, the Customer acknowledges that it must report dealer locations on the following basis:
- 9.11.1. in respect of 'new vehicle' outlets, each franchised outlet on one site will need to be reported. So, if for example, there are three franchises located on one site, then the number of dealer locations to be reported is three; and
  - 9.11.2. in respect of independent 'used vehicle' outlets, each outlet operating at the same physical location will need to be reported. So, if for example, there are 6 individual used vehicle outlets operating on a single site, the number of dealer locations to be reported, is six.
- 9.12. JATO may increase the Subscription Price for each Renewal Period, once per year, by the percentage amount set out in the Order Confirmation Form and to reflect any adjustment in JATO's underlying costs in providing the Subscription Service. The amount of any such increase will be confirmed to the Customer by JATO in writing at least 60 days before the Contract auto-renews. If the Customer does not agree to the increase in the Subscription Price, it must terminate the Contract in line with clause 12.1.
- 9.13. JATO may charge interest on any unpaid and due payments. The rate will be the higher of 8 per cent per year above the Bank of England's base rate (but 4% per year if the base rate is 0% or below) or the highest interest rate allowed by law in the Customer's main business jurisdiction. This interest will be calculated on a daily basis and will be charged from the first date on which payment was due until JATO receives the full amount, whether before or after judgment.
- 9.14. If the Customer does not pay in line with this clause 9 in addition to other legal solutions available to JATO, JATO can suspend delivery of Updates or access to the Subscription Services or require the Customer to cease using the Subscription Services (and the Customer will comply). The Customer will nevertheless be liable to pay for the remaining part of the Subscription Term.

## 10. **Confidentiality**

- 10.1. The term Confidential Information excludes any information that:
- 10.1.1. is already known by or available to the public (other than because of its disclosure by the receiving party or its Representatives in breach of this clause 10);
  - 10.1.2. was known by the receiving party on a non-confidential basis before receiving it from the disclosing party; or
  - 10.1.3. is obtained by the receiving party from a person who, to the best of the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party.
- 10.2. The parties must keep each other's Confidential Information confidential and must not use or disclose it to anyone else without the explicit written permission from the disclosing party or as allowed in the Contract.
- 10.3. The receiving party may disclose the other party's Confidential Information to those of its Representatives who need to know it to implement the Contract but they must first inform those Representatives that it is confidential. The receiving party is responsible for the Representatives' compliance with the confidentiality obligations set out in this clause 10. This clause 10.3 does not apply to the Licensed Content, as access to and use of the Licensed Content is governed by other terms of the Contract.
- 10.4. The Customer agrees that JATO's Confidential Information includes the Licensed Content even if the Permitted Use is Public Use and Data is made available to the public via the Customer Public Platform.

- 10.5. The receiving party may disclose Confidential Information to the extent required by Applicable Law, any governmental or other regulatory authority, or court but must give the disclosing party as much advance notice as possible, if legally allowed to do so.
11. ***Warranties, indemnity and limitation of liability***
- 11.1. Each party warrants and undertakes to the other that it has the authority and all necessary approvals to enter into the Contract and that the Order Confirmation Form is signed by a duly authorised representative of that party.
- 11.2. JATO warrants that it will:
- 11.2.1. take reasonable steps to ensure that the Licensed Content is substantially accurate;
  - 11.2.2. where a Service Level Agreement is provided in respect of a Subscription Service, take reasonable steps to ensure that the Subscription Service meets the standards described in the Service Level Agreement; and
  - 11.2.3. provide the Services with reasonable care and skill.
- 11.3. If the Customer purchases the WLTP Subscription Service, it accepts that because the data underlying the Database for that service is sourced from vehicle manufacturers, JATO does not control the accuracy of that data or the ability to make sure that access to it is uninterrupted.
- 11.4. The Customer accepts that JATO does not warrant complete accuracy or market coverage of the Licensed Content nor any accuracy of the AI Generated Content. The Customer will not rely on any Data in circumstances where loss or damage might occur or where absolute accuracy is required. The Customer will immediately inform JATO of any error which it finds in the Licensed Content.
- 11.5. Except where it is explicitly stated in the Contract, JATO does not warrant that the Subscription Services will be timely, uninterrupted or error-free, nor does it make any warranty as to the results that may be obtained from use of the Subscription Services (including the Licensed Content) or that the Subscription Services will operate on or via the Platforms. The Subscription Services are provided 'as is'. JATO disclaims all other warranties, express or implied including implied warranties of merchantability, fitness for a particular purpose, non-infringement, timeliness, accuracy or completeness, including, where the Customer has purchased the WLTP Subscription Service, that the Data for the configured vehicle will be the same as the manufactured and delivered vehicle. The Customer acknowledges in that regard that the final WLTP data for a vehicle will be determined by the certificate of conformity for each manufactured vehicle.
- 11.6. Subject to clause 11.7 and 11.8, JATO will defend the Customer, Users and Permitted Recipients from any third party claim made against them alleging that the use of the Subscription Services, when used in line with the Contract, infringes: (i) that third party's Intellectual Property Rights (except for patents); or (ii) a UK patent existing at the Start Date for the Subscription; (an "**IPR Claim**"). JATO will pay all costs and damages finally awarded against the Customer, Users or Permitted Recipients by a court of competent jurisdiction as a result of the IPR Claim.
- 11.7. Subject to clause 11.8, JATO may, at its option, settle the IPR Claim, and obtain permission for continued use of the affected Subscription Service or modify or replace it with an equivalent service that is non-infringing. If JATO determines the affected Subscription Service cannot be secured for such use or cannot be modified or replaced, JATO may terminate the supply of the affected Subscription Service or terminate the Contract by notice in writing to the Customer and will pay to the Customer within one month of the date of termination a pro-rata sum of any advance payment made by the Customer for the affected Subscription Service or the Contract (as relevant), to reflect the remaining part of the Initial Subscription Term or Renewal Period (as relevant). JATO will have no further liability from such termination.
- 11.8. If any third party makes an IPR Claim, or notifies an intention to make an IPR Claim against the Customer, User or a Permitted Recipient, the Customer will:
- 11.8.1. promptly inform JATO in writing;

- 11.8.2. not accept, and require the User or Permitted Recipient (as applicable) not to accept, any liability for the IPR Claim without JATO's written approval;
  - 11.8.3. allow JATO, at its cost, to handle the defence of the IPR Claim, including settlement; and
  - 11.8.4. co-operate with and assist JATO (at JATO's cost) in defending the IPR Claim and in any settlement negotiations.
- 11.9. JATO is not responsible for any liability under clause 11.6 or 11.7 to the extent that IPR Claims relate to:
- 11.9.1. the Customer, Users or the Permitted Recipients using the Subscription Services in a way that is not explicitly permitted in the Contract;
  - 11.9.2. use of the Subscription Services in combination with any system, hardware or software not supplied or specified by JATO where infringement would have been avoided by use not so combined;
  - 11.9.3. the AI Generated Content or its use, Customer Information or Customer IPR;
  - 11.9.4. use of the Licensed Content 60 days after Updates were made to it, when the IPR Claim would have been avoided had the updated Licensed Content been used; and
  - 11.9.5. use of the Licensed Content or Analysis in combination with any data not supplied by JATO where infringement would have been avoided by the use of the Licensed Content or Analysis not so combined.
- 11.10. The Customer must ensure that no Users or Permitted Recipients bring a claim against JATO or a JATO Affiliate in connection with the Contract or Subscription Services but instead refer any action or claim to the Customer. To that end, any loss or damage suffered by a User or Permitted Recipient will be considered to be loss or damage suffered by the Customer. The Customer will indemnify and hold harmless JATO and its Affiliates from any losses that they may suffer as a result of a breach by the Customer of this clause 11.10.
- 11.11. The Customer will indemnify and hold harmless JATO, its Affiliates and their respective licensors against all and any losses, costs, damages, liabilities, claims and expenses (including reasonable legal costs) suffered by JATO, its Affiliates and their licensors arising out of or connected with: (a) the Customer's, Users' and the Permitted Recipients' unauthorised use of the Subscription Services (or any part of it); or (b) any third party claim made against any of them: (i) alleging that their use of the Customer IPR or Customer Transaction Data infringes that third party's Intellectual Property Rights, provided such use is in line with clauses 7.4 and 7.5; and (ii) arising out of the AI Generated Content (except for the Licensed Content included in it).
- 11.12. Where JATO fails to meet the standards set out in the Service Level Agreement in respect of the applicable Subscription Service, the Customer will inform JATO in writing of the details of non-compliance. If, within 40 days of receipt of the notification, JATO has failed to refute any complaint or to meet the required standard, the Customer can cancel the affected Subscription Service for the relevant Country. JATO will refund the Customer a proportional amount of any advance fees paid for the affected Subscription Service for that Country by the Customer that relates to the unexpired period of the Subscription Term. This is the Customer's sole remedy for failure to meet the Service Level Agreement.
- 11.13. Subject to clause 11.15:
- 11.13.1. neither party will be liable in connection with the Contract for any (a) loss of business or contract; (b) loss of reputation or goodwill; (c) loss of anticipated savings; (d) loss or corruption of data or information; or (e) special, indirect or consequential loss or damage; in all cases whether arising from tort (including negligence), breach of contract, misrepresentation, restitution or otherwise;
  - 11.13.2. JATO will not be liable for any errors or omissions in the Licensed Content or delay in delivery of the Licensed Content, unless caused by its gross negligence or wilful misconduct and Customer agrees and will ensure that each User and Permitted Recipient agrees that JATO will not be liable for the results of their use of the Licensed Content or for their inability to conduct their business; and

- 11.13.3. JATO will not be liable for any losses arising in connection with inaccuracy of: (a) the AI Generated Content or its use; or (b) if the Permitted Use is Analyst Use, any Analysis produced by the Customer which does not directly derive from the Reports.
- 11.14. Subject to clause 11.12, 11.13 and 11.15, each party's total aggregate liability to the other in connection with any claim or a series of connected claims arising out of the performance or contemplated performance of the Contract, whether in contract, tort (including negligence) or otherwise, will not exceed an amount equal to the Total Price paid or payable in the Initial Subscription Term or Renewal Period (as applicable) during which the cause of action, or any event giving rise to a series of connected claims, occurred. To avoid doubt, any interest payable under clause 9.13 will not count towards and will fall outside of this cap on liability.
- 11.15. Neither party excludes or limits liability to the other party for:
- 11.15.1. death or personal injury caused by its negligence;
  - 11.15.2. fraud or fraudulent misrepresentation;
  - 11.15.3. any liability that cannot be excluded at law;
  - 11.15.4. either party's liability arising from its deliberate default or from breach of clause 10 (Confidentiality);
  - 11.15.5. in the case of the Customer, its liability under clause 11.10 and 11.11 and for non-payment of fees due; and
  - 11.15.6. in the case of JATO, its liability under clause 11.6 and 11.7.

## 12. **Term and Termination**

- 12.1. The Contract starts when the Customer signs the Order Confirmation Form or the Services start (whichever happens first). The Contract will, unless ended earlier in line with its terms, continue for the Initial Subscription Term and then automatically renew for successive one year periods (each a **Renewal Period**) unless or until terminated by a party giving the other at least 30 days written notice in advance of the expiry of the Initial Subscription Term or the current Renewal Period, as applicable (**Subscription Term**).
- 12.2. The Contract may be terminated by one party informing the other in writing:
- 12.2.1. immediately if: (a) the other party suspends or threatens to suspend payment of its debts; (b) the other party suspends or ceases, or threatens to suspend or cease carrying on all or a substantial part of its business; (c) the other party convenes a meeting of its creditors or makes a proposal for a voluntary arrangement or other scheme with its creditors or if a receiver or administrator or administrative receiver is appointed or if a petition for the winding up of the other party is presented or any similar analogous event or process occurs under the laws of the Customer's country of incorporation; or (d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract are at risk;
  - 12.2.2. immediately if the other party materially breaches the Contract and either cannot rectify the breach or does not rectify the breach within 30 days of a written request specifying the breach and requiring it to be rectified;
  - 12.2.3. immediately by JATO if the Customer fails to pay any amount due under the Contract which is not genuinely in dispute and provided JATO has informed the Customer at least 14 days' before, of its intention to terminate if payment is not made within that period;
  - 12.2.4. immediately by JATO if the Customer starts or continues any business activity that JATO in its reasonable opinion considers to be directly or indirectly commercially competitive to JATO or any of its Affiliates or there is a change of Control of the Customer; or
  - 12.2.5. as otherwise provided in the Contract.



- 12.3. If the Contract ends for any reason:
- 12.3.1. the Customer must immediately pay any outstanding sums owed to JATO:
  - 12.3.2. JATO can immediately disable access to the Subscription Services and stop providing the Services;
  - 12.3.3. the Customer must stop using the Subscription Services and the Licensed Content, including making them available to Users and must stop making available the Data and if the Permitted Use is Analyst Use, the Analyses, to Permitted Recipients;
  - 12.3.4. within 14 days of the Contract ending, the Customer must delete the Licensed Content and if the Permitted Use is Analyst Use, the Analysis and JATO's V5 software (if it was permitted to store it under the Contract) and all copies of the same from its systems (including permitted back-up and archive copies) and ensure deletion of the Licensed Content from the respective information technology systems of all Users and Permitted Recipients (except where they are users of the Customer Public Platform). If JATO requests, the Customer must certify in writing to JATO, signed by an authorised signatory, that it has done so. In respect of Data used in accordance with Internal Use, except where the Contract has been terminated by JATO under any of clauses 12.2.2, 12.2.3 or 12.2.4, the Customer is not obliged to delete items of Data used before the end of the Contract in line with the terms of the Contract, which are embedded in the Customer's internal reports, internal presentations, internal documents and internal correspondence (**Embedded Data**) provided use of the Embedded Data continues to comply with the terms of the Contract;
  - 12.3.5. within 14 days of the Contract ending, JATO will delete the Customer IPR and Customer Information and all copies of them from its systems. If the Customer requests, JATO must certify in writing to the Customer, signed by an authorised signatory, that it has done so. Nothing in this clause 12.3.5 will mean that JATO has to change or remove changes made to its standards or the Licensed Content as a result of use of the Customer Transaction Data in line with the terms of the Contract before the Contract ends;
  - 12.3.6. each party must as soon as possible return, delete or destroy (as required in writing by the other party) all data, information, software, and other materials provided to it by the other party in connection with the Contract including all materials containing or based on the other party's Confidential Information;
  - 12.3.7. all rights and obligations of the parties will automatically end except for those rights of action that have arisen before the end of the Contract; and
  - 12.3.8. clauses 6.11, 6.12, 6.13, 7.1, 7.3, 10, 11, clause 12.3 and clauses 13, 14 and 15 will remain in effect.
- 12.4. If the Customer ends the Contract under clause 12.2.2, or JATO ends it under clause 12.2.4, and the Customer has paid the Total Price in advance, JATO will return to the Customer a portion of that payment that relates to the unused period of the Subscription Term for which the Customer has paid.
- 12.5. Unless expressly stated in the Contract, the Customer will not be entitled to reimbursement of any part of the Total Price.
13. **General**
- 13.1. The Contract is personal to the Customer and may not be transferred or assigned to, nor declared to be held on trust for, a third party. However, the Customer may assign the Contract to its Affiliate on obtaining JATO's advance written consent (not to be unreasonably withheld or delayed).
- 13.2. In performing its obligations under the Contract, each party must comply with all Applicable Law, including those relating to anti-bribery, anti-slavery and human trafficking.
- 13.3. Neither party will be liable if they cannot fulfil their obligations because of events outside their reasonable control, such as acts of God, governmental act, war, fire, flood, explosion or civil commotion, failure of plant or utility service. If either party fails or delays in performing any of its obligations because of such a reason, it will inform the other as soon as practical and will resume its obligations when the event comes to an end. If non-performance continues for a continuous period of more than 5 weeks, the other party may terminate the Contract immediately

by written notice to the party suffering from the event. This clause does not apply to the non-payment of money due.

- 13.4. The parties accept that where personal data is being processed in connection with the VinView or VinView Pro Subscription Service, clause 8.11 to 8.15 applies. In all other cases, if personal data is processed under the Contract, each party will process that data in line with Data Protection Law. If a party acts as a processor and another as controller in connection with personal data being processed under the Contract, they will enter into a data processing agreement, to comply with Data Protection Law.
- 13.5. JATO will be entitled to publicly announce, including on JATO's platforms, that the Customer is a customer of JATO and use the Customer's logo (obtained from the Customer IPR) in association with such an announcement only.
- 13.6. Any amendment to the Contract will not be effective unless it is in writing and signed by both parties.
- 13.7. No third party can enforce any terms of the Contract, unless they are a permitted assign or successor of a party.
- 13.8. The terms contained in the Contract replace all previous oral or written understandings between the parties about its subject matter and forms their entire agreement. Other terms, including the Customer's standard terms of purchase or any terms pre-printed on or referenced in any purchase order do not apply. Each party accepts that in entering into the Contract it does not rely on any statement, representation, assurance or warranty not set out in the Contract.
- 13.9. Each part of the Contract will be read separately. If any part is removed because it is not valid or enforceable, the rest of the Contract will continue in force.
- 13.10. If a party does not on any occasion insist on the performance of any term of the Contract, it does not operate as a waiver of that party's right to enforce it at any time after. A waiver must be in writing and signed by the party waiving its right, to be effective.
- 13.11. Written notices to be given under the Contract are valid if sent by courier to a party's address in the Order Confirmation Form or subsequently notified to the other party in writing, or by email to the notifying party's main contact at the other party. Notices are considered received on delivery, as recorded by the courier or, if sent by email, on sending, as long as no message of non-delivery is received by the sending party. If receipt occurs outside business hours in the place of receipt, it will be considered deferred until business hours resume. In this clause, business hours mean 9.00am to 5.00pm on a Business Day. Service of any proceedings or other documents in any legal action or other method of dispute resolution must be served by courier.
- 13.12. If there is a disagreement about the different language versions of the Contract, the English language version will override.
- 13.13. The Contract may be signed using an electronic signature, which will have the same legal effect as a physical copy signed by hand.

#### 14. ***Governing law and jurisdiction***

- 14.1. The Contract and any dispute or claim related to it will be interpreted according to the laws of England.
- 14.2. Each party agrees that any disputes will be dealt with exclusively by the courts of England, except JATO may start proceedings against the Customer for non-payment or unauthorised use of the Subscription Services in the court of any country.

#### 15. ***Definitions and interpretation***

- 15.1. In the Contract, the following definitions have the following meanings:

Defined Term	Meaning
Affiliate	in respect of either party, any company Controlling, Controlled by or in common Control with the party.

<b>AI</b>	any artificial intelligence system or technology (including machine learning, deep learning, natural language processing, neural networks or other computational models) that can analyse, process, interpret, generate or make inferences from data, information, materials or patterns without human intervention.
<b>AI Generated Content</b>	content (including marketing content and vehicle descriptions) generated by Users by using AI tools, made available by JATO.
<b>Analysis</b>	if the Permitted Use is Analyst Use, the analysis produced by a Customer, which derives solely and directly from a Report.
<b>Analyst Use</b>	if applicable, has the meaning given to it in the Order Confirmation Form.
<b>Applicable Law</b>	the laws and regulations that apply to each party, including those in the country where they operate or are incorporated, as well as any laws or regulations from third-party countries that are applicable to them. If a law or regulation from the Customer's jurisdiction applies to JATO, the Customer must inform JATO in writing of that law in advance so that JATO can comply with it.
<b>Attribute</b>	a function (e.g. operation type) or a quantity (e.g. overall length) or a quality (e.g. type) or a property (e.g. location) of an Item.
<b>Brands</b>	if applicable, the automotive brands identified in the Order Confirmation Form.
<b>Broker</b>	a third-party professional or business that assists clients to find, acquire, lease or finance vehicles.
<b>Business Day</b>	any day other than Saturday or Sunday or a public holiday in the country of the party receiving notice under the Contract.
<b>Call Volume</b>	the maximum number of valid calls that may be made to the relevant Subscription Service, for the period indicated, as both are specified (if applicable) in the Order Confirmation Form, without purchasing additional API calls for additional fees.
<b>Commercial Terms</b>	the commercial terms (including pricing, the Subscription Specification and limits on the use of the Subscription Services if any) set out in the Order Confirmation Form.
<b>Commissioner</b>	the applicable regulator in the relevant country, which, for example in the UK, is the Information Commissioner (see Article 4(A3), UK GDPR and section 114, Data Protection Act 2018).
<b>Confidential Information</b>	all information disclosed by a party or its Representatives (disclosing party) to the other party and that party's Representatives (receiving party), which is marked as confidential or should reasonably be considered as confidential because of its nature or manner of disclosure, including the terms of the Contract, all documentation provided by JATO, the

	Schema as well as specifications for the Subscription Services.
<b>Contract</b>	the agreement entered into by JATO and the Customer, made up of the Order Confirmation Form, the Service Level Agreement and these Terms and Conditions.
<b>Control</b>	the ability to direct the affairs of a party whether by ownership of shares, contract, management control or otherwise and the expression change of Control will be interpreted in the same way.
<b>Country</b>	a country for which the Customer has bought rights to use the Licensed Content, as specified in the Order Confirmation Form or as added under clause 9.7.
<b>Customer</b>	the person identified as the 'Customer' in the Order Confirmation Form.
<b>Customer Internal Platform</b>	where the Permitted Use permits display of the Licensed Content to Permitted Recipients in a non-public environment, the platform owned by the Customer which is specified in the Order Confirmation Form (if any) where access is restricted to Permitted Recipients only or any other such platform approved by JATO under clause 5.1.1.
<b>Customer Information</b>	information owned by the Customer or its licensors (but not JATO) which Users ingest into the Subscription Services in order to make use of features or functionality of the Subscription Services and the results produced from their use.
<b>Customer IPR</b>	images, written content, graphics, logos and trademarks provided by the Customer to JATO, directly or retrieved by JATO from the Customer's website or other publicly available sources made available by the Customer (including press packs).
<b>Customer Only Subscription</b>	a subscription which permits the Customer only to use the Subscription Service in accordance with the terms of the Contract.
<b>Customer Plus Affiliates Subscription</b>	a subscription which permits the Customer to use the Subscription Service and to permit its Affiliates to use the Subscription Service in accordance with the terms of the Contract.
<b>Customer Public Platform</b>	where the Permitted Use is Public Use, the publicly available platform owned by the Customer which is specified in the Order Confirmation Form or approved by JATO under clause 5.1.1.
<b>Customer Transaction Data</b>	vehicle transaction data included in the Customer Information.
<b>Customisation Services</b>	services to customise the Subscription Services (including their delivery), as described in the Order Confirmation Form (if any).
<b>Customisation Services Price</b>	the total fees for the Customisation Services as set out in the Order Confirmation Form.
<b>Data</b>	individual extracts of data from the Database or a Report (if applicable) as may be made available under the Contract without access to the entire Database.

<b>Data Points</b>	the characteristics of the Licensed Content which may include for example, Segments, Country and/or, Brands.
<b>Database</b>	the collection of structured automotive data, records and related information compiled by JATO and its licensors which underlies the Subscription Service, including customisations to them that arise from the Customisation Services and the Updates.
<b>Data Protection Law</b>	<ul style="list-style-type: none"> <li>(a) if the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data;</li> <li>(b) if the EU GDPR applies, the law of the European Union or any member state of the European Union to which JATO or the Customer is subject, which relates to the protection of personal data; or</li> <li>(c) if another country's data protection laws apply because of the location of data subjects, then the law of that country, provided the Customer notifies JATO in writing of such laws and gives it sufficient time to comply with them.</li> </ul>
<b>Dealers</b>	if the Customer has purchased a Dealer Location Subscription, means those dealers at the Dealer Location.
<b>Dealer Location</b>	if the Customer has purchased a Dealer Location Subscription, the physical location of each 'new vehicle' outlet, for new passenger cars and light commercial vehicle and, if applicable, the physical location of each independent 'used vehicle' outlet, the total number of which is set out in the Order Confirmation Form.
<b>Dealer Location Subscription</b>	a subscription (as specified in the Order Confirmation Form) which permits the Customer and each Dealer to access and use the Subscription Service in accordance with the Contract.
<b>Description Field</b>	a specific field or category within the Index Subscription Service to provide basic descriptive information about a vehicle, but excluding any Item or Attribute in the Index Subscription Service.
<b>Delivery Method</b>	the method for delivery of the Subscription Service as specified in the Order Confirmation Form.
<b>Documentation</b>	any and all written, electronic, or online materials, manuals, user guides, instructions, specifications, technical information, explanatory notes or other documents relating to the use, operation, functionality, compilation, justification or provenance of the Subscription Service or any Licensed Content, made available to the Customer by JATO from time to time.
<b>Embedded Data</b>	has the meaning given to it in clause 12.3.4.
<b>Embargoed Data Subscription Service</b>	JATO's Embargoed Data Subscription Service, which contains data not authorised for general release by the source, including fleet versions or options which may

	only be made available to specified leasing customers and in respect of specified vehicles, pre-public launch.
<b>EU GDPR</b>	the General Data Protection Regulation ((EU) 2016/679)
<b>External Use</b>	if applicable, has the meaning given to it in the Order Confirmation Form.
<b>Fleet Size</b>	where the Customer operates in the leasing sector, the number of vehicles leased by the Customer and its Affiliates permitted to use the Subscription Services, as specified in the Order Confirmation Form.
<b>Footprint</b>	the total number of Segments in which the Brand is represented in that Country by the Customer or its Affiliate, as at the date of the Order Confirmation Form.
<b>Index Subscription Service</b>	JATO's Subscription Service which provides information regarding vehicles by unique identifier, including criteria such as year, make, model, body style and fuel type.
<b>Initial Subscription Term</b>	the period from the Start Date for the Subscription Service until the Initial Subscription End Date.
<b>Initial Subscription End Date</b>	the date for the end of the Initial Subscription Term as set out on the Order Confirmation Form.
<b>Instance ID</b>	a unique identifier assigned to each individual Item within the Index Subscription Service, which serves to distinguish that record from all other records within the Index Subscription Service.
<b>Intellectual Property Rights or IPR</b>	all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application for them), including copyright, know-how, confidential information, trade secrets, business names, domain names, trademarks, service marks, trade names, patents, design rights, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off.
<b>Internal Use</b>	if applicable, has the meaning give to in the Order Confirmation Form.
<b>IPR Claim</b>	has the meaning given to it in clause 11.6.
<b>Item</b>	an individual component of a vehicle (e.g. audio system, engine), or a descriptive part of the vehicle (e.g. dimensions, body type) or a main function of the vehicle (e.g. fuel consumption, performance) which JATO researches.
<b>JATO</b>	the JATO Dynamics contracting entity identified in the Order Confirmation Form.
<b>Licensed Content</b>	as applicable, in accordance with the relevant Permitted Use(s) specified in Annex 1 to the Order Confirmation Form:  (a) the Reports, where the Subscription Service comprise access to the Reports; and/or

	(b) the Databases, where the Subscription Service comprise access to Databases; and/or
	(c) the Data only.
<b>National Sales Company or NSC</b>	an entity that acts as the local Affiliate of a global manufacturer.
<b>Order Confirmation Form</b>	the form issued by JATO to confirm its acceptance of the Customer's offer to enter into the Contract which specifies the Subscription Services to be supplied under the Contract.
<b>Permitted Recipient</b>	the type of recipient identified in Annex 1 to the Order Confirmation Form that according to the Permitted Use, is permitted under clause 3.2. to view and use the Licensed Content.
<b>Permitted Use</b>	the use of the Licensed Content permitted by JATO, which may be Internal Use, External Use, Analyst Use or Public Use, or a combination of them, whichever is specified in the Order Confirmation Form.
<b>Platform</b>	the Customer Internal Platform or the Customer Public Platform, as applicable.
<b>Portfolio Size</b>	where the Customer operates in the insurance sector, the number of vehicles in the Customer's portfolio (and where the Customer has purchased a Customer Plus Affiliates Subscription, the number of vehicles of its Affiliates), as specified in the Order Confirmation Form.
<b>Prohibited Data Analysis</b>	activities described in clause 4.1.17 and 4.1.18, including data scraping, data mining, training, or disclosure to AI systems or technologies.
<b>Public Use</b>	if applicable, has the meaning given to it in the Order Confirmation Form.
<b>Quote Spreadsheet</b>	the last version of the spreadsheet, based on the Customer's selections of available options, which is issued by JATO, and used by JATO to calculate and present the Total Price.
<b>Renewal Period</b>	has the meaning given to it in clause 12.1.
<b>Report</b>	JATO's proprietary analytical reports (if any) specified in the Order Confirmation Form, which underlie the Subscription Service, including any customisations to them that arise from the Customisation Services and the Updates.
<b>Representatives</b>	a party's employees, officers and professional advisors.
<b>Schema</b>	a list of Items available to be considered for research by JATO and the structured framework of those Items.
<b>Security Feature</b>	any key, PIN, password or token, which has to be used in order to gain access to the Subscription Services.
<b>Segment</b>	the market segment category into which a vehicle is classified in a Database e.g. hatchback, SUV, luxury sports car etc.
<b>Service Providers</b>	the Third Party Data Providers of IT services to the Customer that are supporting the Customer in

	connection with its use of the Subscription Services, as are permitted under clause 3.6.
<b>Services</b>	the Subscription Services and the Customisation Services.
<b>Service Level Agreement (SLA)</b>	JATO's service level agreement for the applicable Subscription Service, as specified in the Order Confirmation Form, as the same may be amended by JATO from time to time.
<b>Start Date for the Subscription Service</b>	the date the Subscription Services start, as set out on the Order Confirmation Form.
<b>Subscription Price</b>	<ul style="list-style-type: none"> <li>(a) in respect of the Initial Subscription Term, the full amount payable for use of the Subscription Services as set out in the Order Confirmation Form (which may include a one-time set up fee, recurring charges or charges based on specific components, such as number of vehicles, size of fleet, or other usage based factors); and</li> <li>(b) in respect of a Renewal Period, the price for the Subscription Services updated in accordance with clause 9.12;</li> <li>(c) as each of (i) and (ii) may be amended from time to time in line with clause 9.6.</li> </ul>
<b>Subscription Service</b>	the JATO service specified in the Subscription Specification, which enables access rights to the Licensed Content in line with the Contract, as that service may be amended from time to time in line with clause 9.6, including the Documentation, the method of delivery of that service and any support services specified in the Service Level Agreement.
<b>Subscription Specification</b>	the specification for the Subscription Service that defines its parameters, such as (to the extent applicable) the Subscription Type, Brands, data points, fleet size, portfolio size, increase to Footprint, number of dealers, number of dealer locations, duration of the subscription, number of Customer Affiliates that have access, type and number of platforms, call volumes, etc, as such specification is set out in the Order Confirmation Form or as amended in line with clause 9.6.
<b>Subscription Term</b>	has the meaning given to it in clause 12.1.
<b>Subscription Type</b>	the type of subscription to the Subscription Services that a Customer has purchased, which could be Customer Only Subscription, a Customer Plus Affiliates Subscription, a Dealer Location Subscription, or whichever other type of subscription, that is specified in the Order Confirmation Form.
<b>Third Party Applications</b>	has the meaning given to it in clause 5.9.



<b>Third Party Data</b>	all data included in the Database underlying VINView and VINView Pro Subscription Service, that is licensed to JATO by a Third Party Data Provider.
<b>Third Party Data Provider</b>	a third party that licenses data to JATO to include in a Subscription Service.
<b>Total Price</b>	the sum of the Subscription Price and the Customisation Services Price.
<b>UK GDPR</b>	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
<b>Update</b>	regular updates to the Databases or revisions to the Reports containing updated or new material relating to the same subject matter.
<b>Usage Data</b>	data collected by JATO about how a User interacts with the Subscription Services, including how long a feature is used and paths taken through the Subscription Service.
<b>Users</b>	the type of recipient identified in Annex 1 to the Order Confirmation Form, as such number may be amended from time to time under clause 9.6;
<b>User Subscription</b>	entitlement for a single user authorised by the Customer, to access and use the Subscription Services in accordance with the Contract.
<b>VINView or VINView Pro Subscription Service</b>	JATO's VIN matching and registration plate matching Subscription Service which identifies a vehicle and retrieves Data in respect of the requested VIN or registration plate.
<b>WLTP</b>	worldwide harmonised light vehicle test procedure.
<b>WLTP Subscription Service</b>	JATO's Subscription Service which enables WLTP calculations.

- 15.2. Clause, Annex and paragraph headings will not affect the interpretation of the Contract.
- 15.3. A **person** includes a natural person, as well as a corporate or unincorporated body, regardless of their legal status.
- 15.4. A reference to a **company** includes any company, corporation or other corporate body, wherever and however incorporated or established.
- 15.5. In the Contract **personal data, process, processor, controller, data subject** and **personal data breach** have the meanings given to them under Data Protection Law.
- 15.6. Any annexes (if any) to the Order Confirmation Form are an integral part of the Contract. Any reference to the Order Confirmation Form includes its annex(es).
- 15.7. A reference to a law or regulation is a reference to it as amended, extended or re-enacted from time to time.
- 15.8. The singular includes the plural form and vice versa.
- 15.9. A reference to **writing** or **written** includes email.
- 15.10. When terms like "including," "include," "in particular," or "for example" are used to describe something, any words that follow these terms will not limit the broader meaning of the preceding general words.

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