Licence conditions ("Conditions") for the use of ESI[tronic] software   **version** 05/2014

of Robert Bosch Limited, P.O. Box 98, Uxbridge, UB9 5HN – hereinafter "**Licensor**" –.

1. Application of Conditions

1.1 These Conditions apply for the use by the end customer ("**Licensee**") of the following software products ("**Software**"), as indicated on the purchase order:

1.1.1. Update licence versions

- **Update offline standard licence version**: ESI[tronic] software and updates are provided on a data carrier

- **Update online standard licence version**: ESI[tronic] software is provided on a data carrier and updates are made available online

  (hereinafter referred to individually or jointly as "**Update Licences**")

1.1.2. Standard licence version without update

- **Standard licence version without updates**: ESI[tronic] software is provided on a data carrier and no updates are available;

in each case, together with use of the corresponding user manual and installation instructions ("**Documentation**").

2. Use of the Software

2.1. By sending the activation code, the Licensor grants the Licensee

- in the case of the standard licence version without update: a permanent, non-exclusive right of use;

- in the case of the update licence version: a non-exclusive and non-transferable right of use:

of the Software, together with the Documentation.

2.2. This licence authorises the Licensee to use the Software for its normal business purpose as a repair workshop at the workshop address indicated on the purchase order, only. Unless otherwise agreed in writing, the Licensee's right of use is limited to three licensed devices (computer or Bosch diagnostics device) each with a central processing unit; use is bound to the licensed device and not to the user. Use means: loading, displaying, running, transferring, and saving of the Software for purposes of its execution and the processing of data repositories on the Licensee's device on which the Software is installed.

2.3. In the event of the Licensee's unauthorised use of the Software (including without limitation, use by anyone other than an employee of the Licensee or use at an address other than the repair workshop specified on the purchase order), the Licensee shall pay the Licensor an amount equal to the Software fees which the Licensor would have levied had the Licensor licensed such unauthorised use.

2.4.The Licensor reserves all rights to the Software, particularly the rights of publication, duplication, processing, and administration.

2.5. The Licensee may make a one-time-only transfer of the Software standard licence version without update, in its entirety, together with this Licence in accordance with these Conditions to a subsequent purchaser, subject always to: i) the Licensee paying in advance the Licensor's costs and expenditures for the transfer and subsequent activation of the Software; ii) the original Licensee ceasing to use the Software and permanently deleting or rendering unusable any copies of the Software and Documentation; iii) a director (or equivalent) of the original Licensee confirming the foregoing provisions in writing.

2.6. The Licensee may make one backup copy of the Software, which must be made identifiable with a copy of the original designation (including the copyright notice). Use of the backup copy is subject to these Conditions and is only permitted in the case of deterioration or loss of the original copy of the Software. Save as set out, the Licensee shall not duplicate the Software or the Documentation, or parts thereof.

2.7. The Licensee shall not use the Software other than for its own business purposes as a repair workshop, and shall not otherwise enable third parties to use the Software, or to provide the Software temporarily or permanently to third parties. Unless expressly agreed otherwise, third-parties in this context, shall also include branches of the Licensee or companies affiliated with the Licensee.

2.8. Without the written consent of the Licensor, the Licensee shall not edit, change, or otherwise rework the Software in any manner, connect the Software with other programs in any manner other than through the intended interfaces, to de-compile the Software into a different presentation form, to remove, bypass or change any security codes or the characteristics of the Software that identify the Software, or to remove information in the Software and Documentation concerning the Licensor's capacity as manufacturer, its copyrights and any other proprietary rights of the Licensor.

2.9. The Licensee shall permit the Licensor to inspect and have access to any premises (and to the computer equipment located there) at or on which the Software is being kept or used, and have access to any records kept in connection with this licence, for the purposes of ensuring that the Licensee is complying with the terms of this licence; provided that the Licensor provides reasonable advance notice to the Licensee of such inspections, which shall take place at reasonable times.

3. Delivery / installation
3.1. The Licensor shall provide the Software in a manner that is ready for operation, as well as the Documentation in electronic form on a data carrier.

3.2. The Licensee is responsible for the installation of the Software. The minimum system requirements are specified in the Licensor's current sales brochure.

3.3. The Software will be activated by sending an activation code to the Licensee.

4. Updates / delivery address

4.1. In the case of the update offline licence variant, after they are released the updates shall be delivered on a data carrier, via regular mail, free of charge for the Licensee.

4.2. In the case of the update online license variant, after they are released the updates shall be made available online.

4.3. In the case of the standard license version without updates, no updates will be delivered.

4.4. Changes of the delivery address or invoice address must be reported to the Licensor or his representative (e.g. the ESI[tronic] Service Line) without delay in writing.

5. License fees / payment terms

5.1. The licence fee shall be set out on the purchase order form. Time for payment shall be of the essence.

5.2. All prices shall be exclusive of the statutory value added tax.

5.3. The invoice shall be issued immediately after the purchase order is received or in advance of each subscription renewal. The invoice amount shall then be debited within 14 days, or must be paid within 14 days after receipt of invoice.

5.4. If the Licensee is in arrears with the payment, in whole or in part, the Licensor shall be entitled to cease delivery and cease provision of updates until payment in full is received.

6. Warranty

6.1. The Licensor assumes no warranty for the correctness and completeness of the vehicle data contained in the License Software. All vehicle data has been prepared based on the Licensor's documents, vehicle tests or manufacturer information and importer information. However, given the extent of the data material, changes, country-specific variants, errors or mistakes cannot be excluded. Consequently, in every case the Licensee must ensure that the vehicle identification as well as the equipment of the vehicle to be repaired, agree with the vehicle data.

6.2 The Licensor warrants that:
     (a) the CD-ROM on which the Software is stored and distributed is (at the time it is supplied) free from defects in design, material and workmanship under normal use;
     (b) the Software will, when properly used, perform substantially in accordance with the functions described in the Documentation; and
     (c) the Documentation correctly describes the operation of the Software in all material respects for a period of 12 months from the date of delivery of the Licence Software (Warranty Period). If a defect in the CD-ROM occurs during the Warranty Period, we will replace it free of charge if you return it to the distributor with proof of purchase and (so far as you are able) a documented example of such defect or error.

6.3 If, within the Warranty Period, the Licensee notifies the Licensor in writing of any defect or fault in the Software as a result of which it fails to perform substantially in accordance with the Documentation, Licensor will, at its sole option, either repair or replace the Software, provided the Licensee complies with its obligations under clause 6.4. Save that the parties acknowledge that in the case of the standard license version without updates, if a defect or fault is present, the possibility of correction through repair and/or delivery of updates shall be excluded for technical reasons.

6.4 Following any notice under clause 6.3, the Licensee must make available all the information that may be necessary to assist the Licensor in resolving the defect or fault, including sufficient information necessary for error analysis to enable the Licensor to recreate the defect or fault; and shall grant unrestricted access to the Software and the Licensee's devices to the Licensor or to persons commissioned by the Licensor. Any notice under clause 6.3 must contain information concerning the type of error, the application in which the error occurred, as well as the fault rectification tasks that have been executed. If the Licensor conducts an error analysis on the Licensee's request and no fault is found, the Licensor shall be entitled to bill the Licensee for the costs incurred, at the Licensor's valid hourly rates.

6.5. The warranty does not apply if the defect or fault:

- is caused by incorrect use on the part of the Licensee and that could have been avoided through immediate consultation of the program documentation; this also applies in the case of non-existing or inadequate back-up measures;

- results from the Licence Software being used in an operating environment other than the operating environment approved by the Licensor, or that are based on hardware errors, operating system errors, or software errors of other manufacturers;

- results from you having amended the Licence Software.

6.6 Licensee acknowledge that the Software may not be free of errors or bugs and you agree that the existence of any minor errors shall not constitute a breach of this Licence

7. Liability

7.1. Licensee acknowledges that the Licence Software has not been developed to meet its individual requirements and that it is therefore Licensee's responsibility to ensure that the facilities and functions of the Licence Software as described in the Documentation meet its requirements.

7.2 Licensor shall not under any circumstances whatever be liable to Licensee, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the licence for:
     (a) loss of profits, sales, business, or revenue;

(b) business interruption;
(c) loss of anticipated savings;
(d) loss or corruption of data or information;
(e) loss of business opportunity, goodwill or reputation; or
(f) any indirect or consequential loss or damage.

7.3 Other than the losses set out in condition 7.2, Licensor's maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to the Licence fee. This maximum cap does not apply to condition 7.4.

7.4 Nothing in this Licence shall limit or exclude our liability for:
(a) death or personal injury resulting from our negligence;
(b) fraud or fraudulent misrepresentation;
(c) any other liability that cannot be excluded or limited by English law.

7.5 This Licence sets out the full extent of the Licensor's obligations and liabilities in respect of the supply of the Licence Software. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Licence Software which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

8. License period for update licences

8.1. The licence shall begin when the activation code is provided, and shall continue for the subscription period stated in the purchase order form. Unless the Licensee serves written notice in accordance with this clause, the updated licence versions of the Software shall automatically renew for the same subscription period; and the Licensee shall be invoiced by the same distributor at their prevailing Software fees. In the event the Licensee does not wish to renew the Software or, does not wish to renew it via the same distributor then, the Licensee must serve written notice on the Licensor at least 60 days prior to the expiration of the respective subscription period. Failure to serve notice in this manner will result in the automatic renewal of the updated license versions of the Software.

8. 2. The Licensor may terminate this licence immediately by written notice if the Licensee commits a material or persistent breach of this licence and fails to remedy (if remediable) within 14 days after the service of written notice requiring remedy.

8.3 Upon termination for any reason:
(a) all rights granted to the Licensee under this licence shall cease;
(b) Licenee must cease all activities authorised by this licence;
(c) Licensee must immediately delete or remove the Software from all computer equipment in its possession and immediately destroy or return to the Licensor (at the Licensor's option) all copies of the Software then in the Licensee's possession, custody or control and; and in all cases, certify to the Licensor that you have done so.

9. Data protection

9.1. The Licensee agrees that the registration data and/or use data of the License Software can be collected, processed, and used by the Licensor for purposes of contract processing, as well as for marketing and optimization purposes, and/or that the Licensor is allowed to forward this registration data and/or use data to third parties for use by third parties.

9.2. Moreover, the Licensee agrees that the Licensor shall be permitted to collect, process, as well as use data from the License Software for improvement of the product scope and product functionality, for statistical, marketing and optimization purposes for the third party's own use, and/or that the Licensor shall be permitted to forward this data to third parties for the use of third parties.
Among other things, this data includes:
- Hardware information of the diagnostic devices
- IP address of the responding PC
- SSID, plain text name of the WLAN router
- Vehicle identification data
- License information

The Licensor does not collect, process or use any personal data beyond the data specified above.

9.3. All personal data collected by the Licensor from the License Software shall be treated confidentially in accordance with data privacy regulations. On request, the Licensee shall receive information concerning his stored data. If necessary, the Licensee can demand correction, deletion or blocking of the data. Legal obligations on the part of the Licensor for ongoing storage (archiving), blocking, deletion or forwarding of data or information due to legal, judicial decree or government agency decree, or in accordance with these business conditions, shall remain hereby unaffected.

10. Place of jurisdiction / applicable law

This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. The parties irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.

11. Final provisions

11.1. The ESI[tronic] software includes Open Source Software (OSS), information in this regard is on the ESI[tronic] DVD.