

GENERAL TERMS AND CONDITIONS OF SALE FOR THE DIAGNOSTIC AND REPAIR SINGLE LICENSE RESERVED STRICTLY FOR INDEPENDENT OPERATORS TO THE EXPRESS EXCLUSION OF INDIVIDUALS

RECITAL

The Diagnostic and Repair Single License for the repair and maintenance of vehicles proposed on the Website is governed by these General Terms and Conditions of Sale as well as the applicable national and international laws and regulations.

In accordance with these General Terms and Conditions of License, the Sellers grant the Repairer a non-exclusive, non-assignable and non-transferable Single License, in exchange for payment, enabling him to carry out maintenance and repair, in the Territory and in his repair workshop, of a Sellers' vehicle identified by means of its VIN in Sellers' systems.

The subscription and the access to the Diagnostic and Repair Single License by the Repairer imply unconditional acceptance by the latter of the Terms and Conditions of Sale in their latest version.

The Sellers reserve the right to modify and/or update, at any time and without prior notice, these Terms and Conditions of Sale as well as the Diagnostic and Repair Single License and the price of the packages proposed to subscription. These modifications and updates may eventually be subject to the express acceptance of a new version of the Terms and Conditions of Sale. Either way, all these modifications and updates are binding for the Repairer at every subscription and access to Diagnostic and Repair Single License.

ARTICLE 1: Definitions

“Repairer”: means any Independent Operator (*) as defined below subscribing to Single License on the Website as part of its professional activity and for business purposes only, and registered training organizations providing training courses in Australia in diagnosing faults with, servicing, repairing, modifying or dismantling Peugeot or Citroën vehicles. Consumers are expressly excluded from this definition of Repairer.

It is hereby specified that the term repairer designates a motor vehicle repair professional located in the European Economic Area, Turkey, Switzerland and Australia, hereafter called the "Territory", i.e. a legal entity or individual:

- that is not a member of the selective network of Approved Repairers, whose main activity is motor vehicle repair and maintenance,
- that uses the Single License exclusively to carry out repair and maintenance operations in the Territory, that has the skills and equipment required for the correct performance of these services, especially in terms of quality and safety, and
- that he and/or his personnel has successfully completed training in motor vehicle repair, as well as ongoing and regularly updated training, recognized according to the legislation applicable to the trade and by trade bodies in the sector, qualifying him to competently provide motor vehicle repair and maintenance services

Any individual or legal entity failing to meet the definition set forth above shall not be entitled to subscribe to these General Terms and Conditions of License. The subscriber is liable to the Sellers and their legal representatives for any subscriptions made contrary to the foregoing, and is open to legal and criminal proceedings.

(*) “Independent Operator”: means a natural or legal person, other than an authorized dealer or repairer, which is directly or indirectly involved in the repair and maintenance

of vehicles as defined in Regulation (EU) 2018/858 of the European Parliament and of the Council of 30 May 2018.

(**) « Assistance and First Aid »: means in particular fire services, police services and emergency services without this list being exhaustive.

(***) « Other Professionals »: means in particular competent authorities and companies operating fleets of vehicles manufactured by the Service Providers, without this list being exhaustive.

“Sellers”: means the manufacturers that are proposing the subscription to their Diagnostic and Repair Single License on the Website, which means:

- Automobiles Peugeot SA, a French limited company with a capital of 172.711.770 euros, registered in the Versailles Trade and Companies Register under number 552 144 503 and whose headquarters is located 43 Rue Jean Pierre Timbaud 78300 Poissy, France,
- Automobiles Citroën, a French limited company with a capital of 159.000.000 euros, registered in the Versailles Trade and Companies Register under number 642 050 199 and whose headquarter is located 43 Rue Jean Pierre Timbaud 78300 Poissy, France acting in the name and on behalf of DS Automobiles,
- Opel France SAS, a French limited company with a capital of 12 939 625 euros, registered in the Versailles Trade and Companies Register under number 342 439 320 and whose headquarter is located in 43 Rue Jean Pierre Timbaud 78300 Poissy, France acting in the name and on behalf of Opel Automobile/Vauxhall and of Chevrolet (Europe).

Each Seller offers the subscription to the Diagnostic and Repair Single License for the brands of vehicles which it manufactures and invoices in its name the price of the subscription to this Diagnostic and Repair Single License to the Repairer.

“Single License”: The Repairer shall be granted a License authorizing him, for a vehicle of identified in the systems through its VIN number, to use the diagnostic and repair software for the ECUs, as well as the diagnostic flow process grids and technical information for said vehicle, which are also used by the members of the selective network of Approved Repairers, for the purposes of completing repair and service operations on the said vehicle. This License is hereafter called the "Single License".

The Single License also includes the right to download the Software.

“Diagnostic services”: The Single License thus granted to the Repairer includes the right, to the exclusion of all other rights and/or uses, to:

- consult the technical data for the vehicle taken into the repair workshop by the Repairer and identified by means of its VIN in the systems,

- consult the diagnostic flow process grids for the forementioned vehicle for the purposes of detecting and identifying a possible incident by following the diagnostic procedure in the diagnostic flow process grids and according to the information pertaining to the vehicle noted by the Repairer himself,
- use the diagnostic and repair software for this vehicle exclusively, i.e. to:
 - read the fault codes and operating parameters of an ECU to diagnose a possible incident,
 - set the physical and operating configuration data for the vehicle in the memory of an ECU,
 - correct a possible malfunction between the physical and operating configuration,
 - pair the adaptation data of an ECU with its environment to correct a possible malfunction between the ECU and other vehicle parts,
 - program the mechanical settings data to correct a possible function in an ECU relative to the vehicle's mechanical settings, and
 - download software upgrades for an ECU to facilitate correcting a fault and to ensure that all composite parts are consistent when replacing an ECU on the vehicle

“Software”: means Diagnostic and repair software.

“Terms and Conditions of Sale”: means this document.

“Website”: means the website accessible at the address <https://public.servicebox-parts.com>.

ARTICLE 2: Purpose

The purpose of these Terms and Conditions of Sale is to define the modalities and conditions of subscription and of payment of the Single License proposed on the Website by the Sellers to the Repairer. The purchase of the Single License on the Website is subject to compliance with all these Terms and Conditions of Sale by the Repairer.

ARTICLE 3: Subscription and access to the Single License

3.1. Subscription process

The access to the Single License of the Sellers requires the creation of a personal user account on the Website by the Repairer and the subscription by the Repairer brand per brand to one or more of the offers made by the Sellers.

ie: If the subscription is purchased by the personal user account ANxxxxxx, the subscription is available only for this account and cannot be shared with other personal users attached to the company

To the Single License

The Single License is granted to the Repairer for a given computer, namely the computer on which the Software is downloaded, and which is automatically identified during the download, hereafter called "the Computer". It may only be used from this Computer.

The Repairer pays for a Single License on the Website (the Single License is also referred to as a "Token" on this Website).

Please note: for the Legacy Opel vehicles, the offer available is a single license for a limited timeframe instead of a VIN token for an Opel car under Stellantis Auto conception:

- O-54 Diagnostic Software subscription (1-hour, 1-day, 1-week, 1-month and 1-year)
- O-SPS02 Vehicle Programming Software (SPS) for ECU programming (2-hours bundle)

Once he has added the packages he wants to his basket, the Repairer validates the Terms and Conditions of Sale.

Then, the system checks the information contained on the profile of the Repairer. The Repairer has the possibility to correct this information.

Afterwards, the Repairer has a recap of his subscription and selects a means of payment (debit card, Visa, Eurocard, MasterCard). He is then automatically redirected to SIPS website on which he enters his bank details (card number and expiration date) via a secure server in order to proceed to the payment of his subscription.

The bank details of the Repairer are encrypted and sent to the SIPS server, which generates an automatic payment authorization request sent to the interbank system using the BNP Paribas payment authorization server. The bank of the Repairer authorizes or refuses the payment.

Once the bank of the Repairer has authorized the payment, the subscription of the Repairer is validated and he can access to it.

Once he subscribed, the Repairer has the possibility to check the synthesis of his subscriptions by clicking, on the homepage of the Website, on the “Purchase history” button.

Each Single License must be used within one year from the date payment is approved; otherwise it will be automatically and irremediably lost and the Repairer shall not be entitled to reimbursement.

It is specified that in order to use the Software, it must first be downloaded on the computer that will be used for the provision of diagnostic services.

The Single License also includes the right to contact technical support in the event of a problem with the Software making it unsuitable for its intended purpose or substantially reducing its use, due to hidden defects, a force majeure, accident or action by a third party, to the exclusion of the cases set forth hereafter. Therefore, the following in particular are not covered by technical support:

- checks and routine maintenance operations.
- the consequences of abnormal use of the software or hardware by the Repairer, fault or negligence on the part of the Repairer or a third party.
- the consequences of installing incorrect or unauthorized software in the original configuration or in subsequent updates.
- the consequences of repairs, conversions or modifications carried out by non-approved companies.
- damage as a result of natural phenomena or accidents.

The Repairer may contact technical support through emaildiag (access application available in the Software), identifying himself and detailing the problem in question. A technical support engineer will contact him by telephone regarding the problem within two working days at most (working days are from Monday to Friday, except public holidays), during the normal operating hours for technical support (namely, 08.30 to 11.30 and 14.00 to 16.00). The support engineer will assist the user to resolve the problem using the software, but it is not the support engineer's

job to assist him to diagnose and/or repair the vehicle concerned. This specific service is offered through the Website. Any abuse shall result in permanently terminating the Repairer's customer account.

It is reminded that the Single License is granted to the Repairer in his capacity as a motor vehicle repair professional, as it is defined in the Definitions. Each Single License is granted on a strictly personal and exclusive basis for the purposes of diagnostic services on a vehicle by the Repairer, in his repair workshop and in the Territory, identified by means of its VIN in the systems.

The Single License is granted for a specific period of seven (7) calendar days from the date of identification of the VIN of the vehicle to be repaired or maintained by the Repairer.

Exclusions

The Repairer is prohibited from using the Single License for any use other than that specified in these General Terms and Conditions of License, and, in particular, for the purposes of performing diagnostic services outside the territory.

The Repairer expressly acknowledges that he has no exclusivity of any kind whatsoever, no intellectual property right or no other right whatsoever over all or part of the Single License.

The Repairer shall not sell, subcontract, transfer or transmit all or part of the Single License granted to him, either in exchange for payment or free of charge, in any manner whatsoever or on any account whatsoever.

3.2. Downloading the Software

The Repairer must have at least one Single License before downloading the Software. It is not necessary to identify a vehicle VIN in the system to download the Software.

The Software is available online on the Website and can be downloaded exclusively onto the hard drive of the Repairer's Computer used for the maintenance and repair of vehicles.

Downloads are only available in online mode, connected to the Website. The Software available for download is the most up-to-date version on the date of download and is in locked mode. The system automatically updates the software online each time the Repairer connects.

The Seller may modify and update the Software available online at any time and without notice, and all of these modifications are binding on the Repairer.

When downloaded, the Software is enabled, but in locked mode. To use the software for diagnostics on a given vehicle, the Repairer must enter the VIN number and activate it.

3.3. Activating the VIN online

The Repairer must identify the VIN number of the vehicle taken into his repair workshop in the systems. He can do this in one of two ways:

- manually enter the VIN number in the appropriate field on the Website, or
- connect the vehicle to his Computer, which is connected to the Internet

For Stellantis based vehicles, once the vehicle is identified, the Repairer is entitled to use the Single License for a period of seven (7) calendar days (Saturdays, Sundays, public and/or bank holidays included) for the exclusive purpose of performing Diagnostic Services on this vehicle. This time period does not correspond to connection time. For example: The Single License for a VIN identified on Thursday 29 April 2021 at 9 a.m. will be valid until the following Thursday, 6 May 2021, at 9 a.m. (local time). During this period, diagnostic services must be performed in online mode, i.e. the Repairer connects the Vehicle to his Computer, which is connected to the Internet.

If you are in Australia and elect not to attend the above training, you warrant that you and your organization are properly technically skilled to writing the ECUs of Peugeot and Citroën vehicles with no damages or legal negative consequences for the Citroen vehicles.

3.4. ECU write functions

Operations on ECUs that the Repairer may perform include configuration, pairing, programming and downloading ECUs for vehicles, hereafter called "Write functions", on the prior and express condition that proof of regular user training is provided (for the Repairer and his personnel) for the correct use of the Software.

Training will be delivered by the Sellers and may be sub-contracted to the Sellers' approved external training bodies, which it may decide to use. The registration, participation, payment and validation procedures for these training sessions are available on the Website.

If the Repairer provides proof of such ongoing training, he may contact the Sellers' technical support using emaildiag (access program provided in the Single License) to obtain temporary authorization to use the Write functions on a vehicle he is maintaining or repairing. However, replacing the ECU for the anti-intrusion alarm and installing a genuine anti-intrusion alarm ECU after purchase of a vehicle by a customer are operations that are not included in the Repairer's Single License under these Terms and Conditions.

The Sellers' technical support responds to all requests sent by the Repairer in the usual way as soon as possible after receipt. The Repairer describes the operation he wishes to perform to technical support. The technical support checks that the Repairer has completed the compulsory initial and continuous training modules covering configuration and download functions. The technical support sends a temporary unlock code through emaildiag for the Software Write functions.

The Repairer may contact the disputes section in the Customer Service department at any time (access through the official national website, under "Contact") in order to agree a speedy resolution of any difficulties encountered in applying the procedure described above.

The compulsory training modules for access to Write functions are as follows:

- Initial 15-hour training module covering the use of the Software, strictly identical to the module completed by Approved Repairers, and
- 4-hour continuous training module, which the Repairer must complete each year. Training modules are created and scheduled by the Seller and are offered on a regular basis each year. Several dates are available throughout the European Economic Area, in Turkey and in Switzerland. These continuous training modules are open to all Repairers who have completed the initial training module outlined above.

All users of the Software must have successfully completed and passed the initial training, as well as annual continuous training modules. If the Repairer employs a number of technicians, at least one must be nominated as the user of the Single License so that he can complete the initial training and all subsequent annual continuous training modules required to be eligible to access the unlock code for Write functions.

If you are in Australia and elect not to attend the above training, you warrant that you and your organization are properly technically skilled to writing the ECUs of Citroen vehicles with no damages or legal negative consequences for the Citroen vehicles.

The code sent by technical support is strictly personal and confidential. The Repairer undertakes to use this code only as defined in these General Terms and Conditions of License and to ensure it remains confidential. Therefore, the Repairer is responsible for all use of this code. The Seller may not be held liable for any loss or damage arising from its use under any circumstances whatsoever. The Repairer must immediately inform the Sellers of any fraudulent use of this Code. The Sellers accept no liability of any kind whatsoever, in the event of fraudulent use of this Code by a third party.

All information provided when requesting the Write functions unlock code will be saved and retained in the Seller's systems. This information includes in particular:

- the identity and contact details of the user and his employer (the Repairer in this instance),
- the supporting documents proving the user's training, the relevant VIN number
- the description of the operations declared by the user
- the copy and date of the user's request
- the copy and date of the authorization granted by the Sellers' technical support.

ARTICLE 4: Prices and modalities of payment

The subscription prices for each Seller are available on the homepage of the Website:

- For vehicles branded Citroën by clicking on the buttons "Content of the site + Tariffs and payment + Contact" > "Diagnostic" > "Citroën".
- For vehicles branded Peugeot by clicking on the buttons "Content of the site + Tariffs and payment + Contact" > "Diagnostic" > "Peugeot".
- For vehicles branded DS by clicking on the buttons "Content of the site + Tariffs and payment + Contact" > "Diagnostic" > "DS".
- For vehicles branded Opel/Vauxhall by clicking on the buttons "Content of the site + Tariffs and payment + Contact" > "Diagnostic" > "Opel /Vauxhall".
- For vehicles branded Chevrolet (Europe) by clicking on the buttons "Content of the site + Tariffs and payment + Contact" > "Diagnostic" > "Chevrolet (Europe)".

The prices are given in euros excluded tax. The Sellers reserve the right to modify these prices at any time. The subscription to the Single License is sold to the Repairer at the price in effect on the date of order by the Repairer.

The price payable is given:

- inclusive of French VAT at the current rate if the Repairer is resident in France; and
- excluded tax, if the Repairer is resident in another member state of the European Economic Area, in Turkey or in Switzerland or in Australia.

The amount due is payable inclusive of French VAT in the following cases:

- if the Repairer does not have an Inter-community VAT code;
- if the Repairer has not entered the Intra-community VAT code;
- if the Inter-community VAT code is incorrect;
- if the Sellers' check of the European VIES database is unsuccessful for any reason.

The Repairer must pay in full to the Sellers the price of the subscription by credit or debit card at the time of ordering following the process described in Article 3.1 above.

In accordance with the applicable French law regulation, in the event of late payment, the Sellers should be entitled to apply the penalties consisting of the sums representing three times the French legal interest rate. Starting from the date when the payment should be made by the Repairer, the Sellers are entitled to demand the payment of the interests. The Sellers are also entitled to obtain a fixed sum of 40 euros as compensation for recovery costs, per unpaid invoice.

ARTICLE 5: Warranty – Liability

It is hereby stated that the Single License appearing on the Website is drawn up by the Sellers on the basis of the technical knowledge currently available and is regularly updated. The Sellers assume no responsibility for any direct or indirect loss or damage that may result from hardware errors or lack of updates

The Repairer is required to visit the Website regularly to benefit from the most recent updates and in all circumstances at the latest when a vehicle on which work or inspection has been carried out is delivered to the customer.

5.1. Safety instructions for Independent Operators that are repairers

The information offered to Repairers that are Independent Operators and more specifically repairers are for the competent performance of maintenance and repairs on the Sellers' vehicles that have not been modified. The prerequisite for carrying out the work mentioned above is to have successfully completed training in the trade of motor vehicle repair together with ongoing and regularly updated training. If the use of special tooling is specified, this tool must be used to carry out the repair correctly. The Sellers shall not be liable for the repairs completed under any circumstances.

Only the Repairer that is an Independent Operator can subscribe to and use the Single License available on the Website for maintenance and repair operations, under the condition that those operations are carried out by an independent repairer.

The Single License contained on the Website, which is exclusively intended for Independent Operators that are repairers, may only be used by independent repairers, under their entire responsibility and to the exclusion of that of the Sellers.

ARTICLE 6: Intellectual property rights

The Repairer is informed that the Single License contained on the Website:

- is protected by copyright legislation in particular for the pictures, the articles, the drawings, the animated sequences and the computer programs of the Website or present on the Website;
- is protected by designs and models legislation in particular for models of vehicle appearing in the Website;
- is protected by trademark legislation in particular for trademarks and logos of the brands and logos of the Sellers of the vehicle models appearing on the Website;
- represents a substantial knowledge base developed by the Sellers.

The elements thus protected are the property of the Sellers or of third-parties having authorised the Sellers to use them.

The right granted to the Repairer according to these Terms and Conditions of Sale when he subscribes to the Single License is strictly limited:

- to using the Single License available on the Website and being part of the package to which he subscribes; and
- to using this Single License to carry out his activities on the Sellers' vehicles.

The Repairer shall refrain from all other uses. This right is non-exclusive, non-assignable and non-transferable.

Consequently, any reproduction, use, representation, adaptation, modification, incorporation, translation, marketing, partial or total, by any means and on any medium (paper, digital, etc.), of any element of the Website is prohibited without the prior written authorisation of the Sellers except from the exceptions referred to in article L.122-6 of the French Intellectual Property Code, or else it constitutes an offence of copyright infringement and/or of designs and models and/or trademarks, punished by criminal and civil penalties provided for in the applicable legislation.

In particular, the Repairer is prohibited from using this Single License for the purposes of directly or indirectly integrating it in the process of developing products and/or services. Therefore, it is hereby specified that a specific offer is available from the Sellers in the framework of a publishing licensing agreement.

ARTICLE 7: Personal data protection

Please refer to the Legal notices and General Terms and Conditions of Use

ARTICLE 8: Cookies

Please refer to the Legal notices and General Terms and Conditions of Use

ARTICLE 9: Scope of the provisions

If any provision of these Terms and Conditions of Sale is considered null and void, it will be deemed unwritten and will not invalidate the other provisions. The default for the Sellers to exercise any of the rights resulting from the Terms and Conditions of Sale does not constitute a waiver of their rights.

ARTICLE 10: Applicable law – Dispute

10.1. Applicable law

These Terms and Conditions of Sale are subject to French law.

10.2. Dispute

In the event of a dispute between the Sellers and the Repairer about these Terms and Conditions of Sale and/or the subscription and the access to the Single License, the parties will try to resolve it amicably.

In the absence of an amicable agreement, the dispute between the Sellers and the Repairer will be brought before the courts of Paris.