

GENERAL TERMS AND CONDITIONS OF SALE

autobiz Databases
January 1st 2010

I. DEFINITIONS

1.1 The present general Terms and Conditions of sale apply to all services and data provided to subscribers to one or several of autobiz' databases or information services.

The present general conditions apply to:

- Database services (in particular to subscriptions to the autobiz databases);
- Editorial information services ;
- Data extractions from autobiz databases, in electronic or printed formats ;
- Analysis and research services ;
- Software and data consultation interfaces.

(Hereafter collectively referred to as the « autobiz services »).

The Client hereby recognizes having received all the necessary information pertaining to his use of the autobiz services.

1.2 The relationship between the Client and autobiz are ruled by:

- The present general Terms and Conditions of sale ;
- Specific conditions agreed in writing in the contract, quote or order form between autobiz and the client.

The signature of the contract or of the order form by the Client binds the Client without reserve to the present general Terms and Conditions of sale.

Client specifically agrees that the present general Terms and Conditions prevail on any Terms and Conditions figuring in any commercial documents emanating from the Client, in particular but not limited to Client purchase orders.

II. WORKINGS OF THE « AUTOBIZ SERVICES »

2.1 AVAILABILITY OF THE AUTOBIZ SERVICES

The **autobiz** database is accessible via INTERNET, at the <http://www.autobiz.fr> address using standard market software and technologies (notably INTERNET navigators). The provision and maintenance of database consultation software remains the unique and sole responsibility of the Client.

autobiz will do its utmost to provide access to the autobiz services on a daily basis, 24 hours a day. While access may be interrupted for the purpose of updating server software, updating data or for other technical maintenance purposes, autobiz will do its utmost to limit the periods of interruption. Autobiz will not be held liable for interruptions caused by events such as natural disasters, failures of the Internet, political unrests or other causes out of its control.

2.2 SECURITY

The databases are accessed using confidential access codes in the form of individual usernames and passwords. It is the responsibility of the Client to maintain a high level of security by regularly changes of these confidential access codes. Autobiz will not be held responsible for security breaches resulting from fraudulent use of clients' user access codes or for security breaches in the transmission of data between the client and autobiz.

III. PERIODICITY – RENEWAL

Unless otherwise agreed in writing between the parties, contracts for **autobiz** services run for an initial period of 12 months. At the term of this initial period, contracts are automatically renewed for further successive 12 months periods. Each party may cancel the contract at the end of a 12 months period with a minimum of three months written notice sent by registered mail to the other party's address.

At the date of these Terms and Conditions, the registered address of autobiz is:

autobiz
2 rue des Bourets
92150 Suresnes, France

IV. PRICING OF THE SERVICES

4.1 Prices indicated in the contracts are excluding VAT. Applicable taxes are calculated at the time of invoicing.

4.2 Unless otherwise agreed in writing, prices will automatically be revised on a yearly basis on January 1st, based upon the Syntec price index, as published on www.syntec.fr.

4.3 Any dispute arising from the autobiz invoicing will be brought forward within sixty (60) days from the receipt of said invoice by the client. Passed this date, invoices will be deemed accepted.

V. PAYMENT OF SERVICES

5.1 The annual subscription fees to the autobiz services are to be paid annually in advance, unless otherwise specified in writing between both parties. The annual subscription fees are specified in the contract. Data extractions are payable at the time of invoicing.

5.2 Invoices are payable at thirty (30) days of invoicing by bank transfer and without discount.

5.3 Any delay in payment will result in late payment penalties, as provided for by French law. Autobiz reserves the right to suspend the provision of services in case of late payment without any prejudice to its right to receive full payment for the remaining period of subscription.

VI. PRIVACY AND INFORMATION SOURCES

The autobiz databases may contain legal, financial, technical and business information related to companies, to private individuals and to products for sale in the market. As a rule, autobiz does not collect any information which may be in conflict with local national privacy rules and regulations or which may infringe on third party copyrights to the best of autobiz knowledge. Whilst the format of the autobiz databases is similar in each local market, data availability may differ from country to country, as dictated to autobiz by local legal requirements, local data availability and third party agreements.

Information provided in the autobiz databases is produced through the aggregation, analysis and computation of data collected from various sources, including but not limited to:

- Onsite observations by Account Managers

- Interviews by Journalists and Analysts
- Telephone surveys by autobiz Call Center operators or by external Call Center personnel
- Data publicly accessible on dealer, OEM or third party websites
- Local and Trade Press
- Data provided by third parties (OEMs, dealers, retail groups, trade registries, third party information services,...)

The availability of data provided by autobiz may evolve to reflect possible changes in local privacy regulation and in terms and conditions of our information sources.

VII. OBLIGATION OF DUE CARE

The client recognizes that while autobiz will do its utmost to provide precise and objective information, the collection of data for the databases may require substantial technical efforts and a substantial amount of manual data capture which may result in errors and imprecision in the information provided.

In the case of technical errors related to the collection, analysis, processing or publication of results of the database reported by clients, autobiz will do its utmost to promptly rectify the information provided and to notify its clients accordingly.

While working closely together with clients, autobiz has the exclusive right to decide which sources will be used to collect and analyse data provided in the database. This right includes the choice of analysts, subcontractors, technologies and schedules for the data collection.

autobiz will not be held responsible for any error or problem incurred in the transmission of database information via the Internet.

Although autobiz makes reasonable efforts to obtain reliable content from third parties, autobiz does not guarantee the accuracy of or endorse the views or opinions given by any third party content provider. autobiz databases may point to other Internet sites that may be of interest to its clients, however autobiz does not endorse or take responsibility for the content on such other sites.

While the information provided by autobiz is given in good faith and is designed to help a client in its decision making process, the responsibility of any decisions lies solely with the Client. Under no circumstances can autobiz be held liable for any consequence resulting from decisions based upon information provided by autobiz.

In case autobiz fails in the technical execution of the contract, its financial responsibility for direct damages to the client will be strictly limited to the yearly subscription amount already paid by the client.

Autobiz certifies that it protects the confidentiality on the client details concerning its autobiz database uses, its queries in autobiz database, its consultation of autobiz informations, and its needs of data processing by autobiz.

VIII. CONDITIONS OF USE OF THE SERVICES

Information provided by autobiz is strictly confidential and its use limited exclusively for internal purposes by the client and his employees.

The Client hereby specifically agrees not to share this information with any third party, nor to publish, to copy, to distribute or to resell parts or all of the information provided, by whatever means, whether free of charge or against payment, unless specifically authorized in writing by autobiz.

This condition is an essential and substantial element of the contract between autobiz and the Client. Failure to respect this condition in full will entitle autobiz to suspend the access to its services or to cancel the present contract immediately, without prejudice to any claim for damages or reparation autobiz could hold against the client.

IX. INTELLECTUAL PROPERTY

All copyright, database rights, trade marks, patents, rights of privacy or publicity and other proprietary or intellectual property rights (including all models, software, data and any materials) comprised in all or any of the Services, or their provision, and all enhancements, modifications or additional services thereto, are and will be the exclusive property of autobiz. Customer will not use the same (including copying, reverse engineering or disclosing it to any person, for any purpose whatsoever) and will not remove or deface any trademarks associated with the Services.

X. TERMINATION PROVISION

Each party shall be entitled to terminate the agreement by written notice upon:

- breach by the other party of its obligations under this agreement which breach is not cured within thirty (30) days after receipt of a written notice specifying such breach
- bankruptcy or receivership of the other party.

The termination of the contract before its contractual date for any possible reason does not create for autobiz any obligation to return amounts already paid by the client.

The termination of the contract for any possible reason obligates the client to send to autobiz at most 8 days after the contract termination date a certificate attesting that the client has erased all the information provided by autobiz and that the client does not keep any hidden copy of this information.

XI. APPLICABLE LAW- DOMICILIATION AND ATTRIBUTION OF JURISDICTION

All contracts to which the present Terms and Conditions apply shall be governed by French law. The parties hereby agree to submit to the exclusive jurisdiction of the French Court of Nanterre.