

GENERAL TERMS AND CONDITIONS OF THE DIAGNOSTIC AND REPAIR SINGLE LICENCE



DS AUTOMOBILES

AUTOMOBILES DS

7, rue Henri Sainte-Claire Deville RUEIL-MALMAISON (92500) FRANCE
Registered in the Trade and Companies Register of Paris, entry number B 642 050 199

Preamble

AUTOMOBILES DS, hereafter called "DS", offers Independent Repairers, hereafter called the "REPAIRER", access to technical information for the repair and maintenance of DS vehicles, through its <http://public.servicebox-parts.com> website.

Accordingly, the REPAIRER shall be granted a licence from DS authorising him, for a DS vehicle, identified in DS systems through its VIN number, to use the diagnostic and repair software for the ECUs fitted on DS vehicles, 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 DS Approved Repairers, for the purposes of completing repair and service operations on the said DS vehicle. This licence is hereafter called "the Single Licence".

It is hereby specified that the term REPAIRER designates a motor vehicle repair professional located in the European Economic Area, Turkey and Switzerland, hereafter called the "Territory", i.e. a legal entity or individual:
that is not a member of the selective network of DS Approved Repairers,
whose main activity is motor vehicle repair and maintenance,
that uses the Single Licence 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, recognised 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, including in particular DS vehicles.

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 Licence. The subscriber is liable to DS and its legal representatives for any subscriptions made contrary to the foregoing, and is open to legal and criminal proceedings.

Before subscribing to these General Terms and Conditions of Licence, DS recommends the use of the computer hardware and Internet connection it considers necessary to ensure compliant use of the Single Licence by the REPAIRER. The list of recommended hardware and Internet connection is available on <http://public.servicebox-parts.com>. This list has been drawn up by DS based on the technical information available on the date it is compiled, in accordance with the applicable regulations in the domain. DS may modify this list at any time; all amendments are binding on the REPAIRER.

The REPAIRER is free to decide whether or not to follow the above recommendations formulated by DS, under his sole and entire responsibility. In this case, DS disclaims all liability and/or warranties covering malfunctions, disruptions and other technical problems that the REPAIRER may encounter in the context of

these General Terms and Conditions of Licence, and more generally, in the use of the Single Licence, which condition is expressly accepted by the REPAIRER.

ARTICLE1:PURPOSE

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

The fact of placing an order with DS implies full and unreserved acceptance of these General Terms and Conditions by the REPAIRER. No specific conditions may take precedence over these General Terms and Conditions of Licence, except with the formal and written agreement of DS.

DS reserves the right without notice to amend and update the General Terms and Conditions made available online on its website: <http://public.servicebox-parts.com> as well as all the items and products presented on the website. All such modifications shall be binding on the REPAIRER. The REPAIRER is assumed to have accepted the General Terms and Conditions of Licence presented on <http://public.servicebox-parts.com> each time he connects to the aforementioned website and/or at each use of the Single Licence.

ARTICLE2:SINGLELICENCE

DS grants the REPAIRER a non-exclusive, non-assignable and non-transferable Single Licence, in exchange for payment, enabling him to carry out the maintenance and repair, in the Territory and in his repair workshop, of a DS vehicle identified by means of its VIN in DS systems.

1- Content

The Single Licence thus granted by DS to the REPAIRER includes the right, to the exclusion of all other rights and/or uses, to:

- consult the technical data for the DS vehicle taken into the repair workshop by the REPAIRER and identified by means of its VIN in DS systems,
- consult the DS diagnostic flow process grids for the aforementioned 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 DS diagnostic and repair software, hereafter called the "DS 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 to 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,
 - programme 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.

The above-mentioned operations are hereafter called the "Diagnostic services".

The Single Licence also includes the right to download the DS Software, as stipulated in Article 3 hereafter. The

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

The Single Licence also includes the right to contact DS Technical Support in the event of a problem with the DS 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 unauthorised 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 DS Software), identifying himself and detailing the problem in question. A DS 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 DS vehicle concerned. DS offers this specific service through its website, <http://public.servicebox-parts.com>. Any abuse shall result in permanently terminating the REPAIRER's customer account.

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

The Single Licence, defined in point 1 herein, is granted for a specific period of seven calendar days from the date of identification of the VIN of the vehicle to be repaired or maintained by the REPAIRER, in accordance with the stipulations of Article 3 hereafter.

2- Exclusions

The REPAIRER is prohibited from using the Single Licence for any use other than that specified in these General Terms and Conditions of Licence, 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 Licence.

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

3- Confidentiality

The REPAIRER acknowledges that all information, regardless of its form, provided on account of the General Terms and Conditions of Licence is strictly confidential and remains the exclusive property of DS. He undertakes to treat such information as confidential and to safeguard its strictly confidential nature when using the information in applying the General Terms and Conditions of Licence. He further undertakes to safeguard DS's ownership of said information. The aforementioned information forms an integral part of the Single Licence granted under these General Terms and Conditions of Licence; it is used in accordance with them.

The REPAIRER shall not disclose all or part of the information, regardless of its form, communicated to him on account of these General Terms and Conditions of Licence, to any third party whatsoever, under any circumstances and for an unlimited period.

The REPAIRER declares that he accepts this confidentiality obligation, which is an essential obligation incumbent on him. In the event of breach of this obligation in any manner whatsoever, DS shall have the

right to immediately terminate ipso jure the Single Licence granted to the REPAIRER, to the prejudice and detriment of the latter, and in the future to refuse him the benefits of the General Terms and Conditions of Licence, by sending a registered letter with acknowledgement of receipt, and without prejudice to all other rights and actions.

ARTICLE3:ACCESSTOTHESINGLELICENCE

To provide diagnostic services on a DS vehicle, the REPAIRER must have:
acquired a Single Licence on the <http://public.servicebox-parts.com>
website downloaded the DS Software from <http://public.servicebox-parts.com>
activated the relevant DS VIN number online
obtained the unlock code for the Write functions from DS Technical Support

Prior to the operations below, the REPAIRER must have created a customer account on the <http://public.servicebox-parts.com> website, by completing the form available online. THE REPAIRER undertakes to complete this identification form in full, in good faith, providing only relevant and truthful information. DS reserves the right to permanently block access to the website without notice for any user who provides incomplete or inaccurate information.

Once the form has been verified, the REPAIRER will receive an email with his username and password to access the account. This username and password are strictly confidential and personal, and the REPAIRER undertakes to ensure they are kept secret. Therefore, the REPAIRER is liable for all use of his username and/or password and under no circumstances may DS be held liable for any loss or damage caused by their use. The REPAIRER must also immediately inform DS in the event of fraudulent use of his username and/or password and confirm such use in writing to DS, sent by registered letter with acknowledgement of receipt.

1- Acquiring a Single Licence

The REPAIRER purchases a Single Licence on the <http://public.servicebox-parts.com> website (the Single Licence is also referred to as a "Token" on this website).

A Single Licence is granted as soon as the REPAIRER makes payment online, in accordance with Article 4 hereafter. The REPAIRER can use the Single Licence to perform diagnostic services on a DS vehicle, identified by means of its VIN in DS systems, for a period of seven (7) days from the date of identification in the system, as set forth hereafter in point 3 of this Article 3.

Each Single Licence 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 DS Software, it must first be downloaded on the Computer that will be used for the provision of diagnostic services.

2- Downloading the DS Software

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

The DS Software is available online at <http://public.servicebox-parts.com> 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 <http://public.servicebox-parts.com> website. The DS 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.

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

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

3- Activating the VIN Online

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

manually enter the VIN number in the appropriate field on <http://public.servicebox-parts.com>, or connect the vehicle to his Computer, which is connected to the Internet

Once the DS vehicle is identified, the REPAIRER is entitled to use the Single Licence 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 Licence for a VIN identified on Thursday 29 April 2010 at 9 a.m. will be valid until the following Thursday, 6 May 2010, 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.

4- ECU write functions

Operations on ECUs that the REPAIRER may perform include configuration, pairing, programming and downloading ECUs for DS 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 DS Software.

Training will be delivered by DS, and may be sub-contracted to DS-approved external training bodies, which it may decide to use. The registration, participation, payment and validation procedures for these training sessions are available on <http://public.servicebox-parts.com>.

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

DS 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 DS Technical Support. DS Technical Support checks that the REPAIRER has completed the compulsory initial and continuous training modules covering configuration and download functions. DS Technical Support sends a temporary unlock code through emaildiag for the DS Software Write functions.

The REPAIRER may contact the disputes section in the Customer Service department at any time (access through the official national DS 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 DS Software, strictly identical to the module completed by DS Approved Repairers, and

- 4-hour continuous training module, which the REPAIRER must complete each year. Training modules are created and scheduled by DS and are offered on a regular basis each year. Several dates are available throughout the European Economic Area and in Switzerland. These continuous training modules are open to all REPAIRERS who have completed the initial training module outlined above.

All users of DS 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 DS Single Licence 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.

The code sent by DS Technical Support is strictly personal and confidential. The REPAIRER undertakes to use this code only as defined in these General Terms and Conditions of Licence and to ensure it remains confidential. Therefore, the REPAIRER is responsible for all use of this Code. DS may not be held liable for any loss or damage arising from its use under any circumstances whatsoever. The REPAIRER must immediately inform DS of any fraudulent use of this Code. DS accepts 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 DS 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 authorisation granted by DS Technical Support.

ARTICLE4:ORDERING-PRICES-PAYMENT

The order and payment form is available on <http://public.servicebox-parts.com>. The REPAIRER can access it through his customer account and must enter all information requested, specifying the number of Single Licences he wishes to order.

Orders are placed and payment made online on <http://public.servicebox-parts.com>. Orders are only confirmed when the online form has been duly completed and payment made online by the REPAIRER. The benefit of the order is strictly personal to the REPAIRER.

Prices are all-inclusive and are quoted in euros excl. tax on the <http://public.servicebox-parts.com> website. DS reserves the right to modify these prices at any time.

The price payable by the REPAIRER is given:

- inclusive of French VAT at the current rate, for REPAIRERS resident in France
- excl. tax, for REPAIRERS resident in another member state of the European Economic Area or in Switzerland

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

- if the REPAIRER does not have an Intra-community VAT number,
- if the REPAIRER has not entered this number,

if the number is incorrect,
if DS's check of the European VIES database is unsuccessful for any reason.

Payment is due in full by credit/debit card at the time of ordering.

The REPAIRER selects the method of payment (debit card, Visa, Eurocard, MasterCard), and is then automatically directed to the SIPS website. He enters the card number and expiration date via a secure server.

This information is encrypted and sent to the SIPS server, which generates an automatic payment authorisation request sent to the interbank system using the BNP PARIBAS payment authorisation server. It is the Purchaser's bank that authorises or refuses payment.

ARTICLE 5: INTELLECTUAL PROPERTY RIGHTS

It is expressly agreed between the parties that the information to which the REPAIRER is granted access by virtue of the Single Licence is protected by the following laws and/or rules:

1. copyright law, such as, in particular for software, plans, photographs, articles, texts, drawings, animated sequences, etc.,
2. design and models rights: in particular, the designs of parts or vehicles;
3. trademark laws: in particular these are the "DS" brand, the trademark "Double chevron" (the AUTOMOBILES DS logo) and vehicle model brand names;
4. database producer rights;
5. rights related to know-how and corporate secrets, inasmuch as they represent substantial knowledge developed by DS.

These items are the property of DS or of third parties that have authorised DS to use them.

All Single Licences are granted for personal, non-exclusive, non-assignable and non-transferable use in the Territory, and for a Computer, a DS vehicle identified by its VIN, and for a period of seven (7) calendar days, as stipulated in Articles 2 and 3. It is also specified that any analysis, dismantling and reverse engineering rights to the DS Software are strictly and expressly excluded from the Single Licence.

The REPAIRER shall refrain from using the Single Licence for any use other than the purpose specified in these General Terms and Conditions of Licence and, in particular, in Articles 2 and 3 herein.

Consequently, any reproduction, representation, use, adaptation, modification, incorporation, translation or marketing outside the terms and conditions expressly specified herein, whether in whole or in part, by any process and in any medium whatsoever (paper, digital, etc.) is prohibited without DS's prior written consent, subject to the exceptions referred to in Article L122.5 of the French Intellectual Property Code, under penalty of constituting an infringement of copyright law or of the laws relating to designs and models and/or brands, punishable by three years' imprisonment and a fine of EUR 300,000.

ARTICLE 6: DATA PROTECTION

THE REPAIRER undertakes to complete the registration(s) and/or order and/or unlock code request forms in full, in good faith, and providing only relevant and truthful information.

The REPAIRER authorises the automatic transmission of data relative to the use of the Single Licence to DS information systems, at each connection to the Internet and/or the <http://public.servicebox-parts.com> website, and in particular of the information identifying the REPAIRER's and the User's Computer, information on the vehicle being repaired or maintained, and information on the diagnostic services completed for that vehicle.

The REPAIRER also authorises DS, the companies in its Group and its service providers to save, copy, consult, use and retain the data gathered in this way, as well as data transmitted manually by the REPAIRER, even after the expiration of these terms and conditions and for any reason whatsoever.

The data will be saved in DS information systems and held for a minimum of 10 years. DS shall do its best to ensure the confidential nature of this data, provided that it has not been disclosed by the REPAIRER or a third party prior to this term.

As regards the personal information provided by the REPAIRER, the latter is informed that the collection of this information is used for the subscription process and for the performance of these General Terms and Conditions of Licence, for the purposes of invoicing, and for the monitoring and management of the aforementioned General Terms and Conditions of Licence. The REPAIRER has the right to access and correct this data, in accordance with the French "Data Protection" act No. 78-17 of 6 January 1978, amended by the Law of 6 August 2004. This right can be exercised at: PSA/DM/DSP/IAVP/PRSP/ATDE, 9 avenue du Marechal Juin, 92366 Meudon la Forêt Cedex.

This information is for the use of DS, the companies in its group and its service providers and can be used as a statistical database.

ARTICLE 7: LIABILITY

1. If the REPAIRER reports the existence of a fact rendering the DS Software unfit for the purpose for which it was intended or substantially reducing its use, and which is covered by the scope of the Technical Support stipulated in Article 2 above, he may obtain the authorisation to reinstall the Single Licence at no additional cost.

Whatever the circumstances, DS's liability is strictly limited to the Single Licence price paid by the REPAIRER.

2. It is specified that the technical information provided in the context of the use of the Single Licence is drawn up by DS on the basis of the technical knowledge currently available and is regularly updated. It is established in accordance with the current technical specifications in effect. It may be modified by DS without prior warning. The REPAIRER is responsible for correctly updating all or part of the DS Software included in the Single Licence, as well as his technical and practical skills for the maintenance and repair of DS vehicles. DS assumes no liability for any direct or indirect loss or damage that may arise from hardware errors or failure to update the system on the part of the REPAIRER.

The information thus provided is for the competent performance of maintenance and repairs on DS 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 in the information, these tools must be used to carry out the repair correctly. DS shall not be liable for the repairs completed under any circumstances.

The REPAIRER warrants that the maintenance and repair operations completed based on the abovementioned technical information shall only be carried out by a motor vehicle repair professional, i.e. any person:

- whose main activity is motor vehicle repair and maintenance,
- that has the skills and equipment required for the correct performance of these services, especially in terms of quality and safety, and
- has successfully completed training in motor vehicle repair, as well as ongoing and regularly updated training, recognised according to the legislation applicable to the trade and by trade bodies in the sector, providing the qualification to competently provide motor vehicle repair and maintenance services, including in particular DS vehicles.

Some operations carried out with the Single Licence require a specific motor vehicle repair professional accreditation under their country's legislation. It is the REPAIRER's responsibility, to the exclusion of DS's responsibility, to ensure he or his employee holds the necessary legal accreditation required for said operations.

Similarly, DS assumes no liability of any kind whatsoever, in the event of fraudulent use of the Single Licence and/or the technical information provided.

3. The REPAIRER is liable for all use of the Single Licence. DS may not be held liable for any loss or damage arising from its use under any circumstances whatsoever. The REPAIRER must immediately inform DS of any fraudulent use of this Single Licence. DS accepts no liability of any kind whatsoever for fraudulent use of this licence by a third party. The REPAIRER shall compensate DS for any material damage, personal injury or consequential loss and for any other expenses incurred by DS, or by any third parties claiming payment from DS, arising from or on the occasion of any use of the Single Licence.

4. The REPAIRER shall make sure to take out adequate insurance covering the risks associated with the use of the Single Licence and professional public liability with an insurance company known to be solvent.

ARTICLE8:WEBSITEAVAILABILITY

The <http://public.servicebox-parts.com> website can normally be accessed by the REPAIRER via the Internet throughout the year, 24 hours a day, 7 days a week. This indication of availability is in no way binding upon DS.

Please note that the Internet is an open and informal network, made up of an interconnection of computer networks on an international scale. No central body manages the Internet and each part of this network belongs to an independent public or private organisation. Its operation is based on co-operation between the operators of the various networks without there being any obligation of supply or quality of supply between operators. The networks may have unequal transmission capacities and their own particular usage policies. Nothing can guarantee the correct overall operation of the Internet. As a consequence, DS assumes no liability or warranty in the event of poor operation of the Internet (delay in transmission or any other malfunction).

DS reserves the right to temporarily or permanently close the <http://public.servicebox-parts.com> website without prior notice or compensation. In particular, DS may temporarily or permanently suspend the REPAIRER's access to <http://public.servicebox-parts.com> at any time, in the event of:

- breach of the conditions of use of the website, without prejudice to all other rights and actions to the benefit of DS,
- technical problems associated with the infrastructure set up to put the website online and its operation, website maintenance.

The REPAIRER uses the <http://public.servicebox-parts.com> website under his sole and entire responsibility. DS may not be held liable for direct or indirect damages arising from the use of this website or the websites linked to it.

ARTICLE9:PROOF

The <http://public.servicebox-parts.com> website enables data to be used and exchanged in electronic format without using a hard copy. Each party agrees not to dispute the content, reliability or conclusive nature of a document and the information that it contains solely on the basis that the document is in electronic format and not a hard copy.

By express agreement between the parties, electronic media are considered to have the same degree of reliability and the same legal value as hard copy formats, and electronic signature by one of the parties is taken to have the same legal value as the party's handwritten signature.

The computerised records held in DS's information systems shall be retained under reasonable security conditions and considered as proof, particularly of orders placed between the parties and of operations carried out by the REPAIRER.

ARTICLE10:FORCEMAJEURE

DS shall not be held liable for the non-performance of any of its obligations in the event that non- performance results from a case of force majeure.

Cases of force majeure are deemed to be all events beyond DS's control resulting in delaying or preventing the fulfilment of its obligations, either in whole or in part, without it having been possible to have predicted, overcome or avoided such events, including wars, fires, explosions, floods, and industrial disputes at DS, its suppliers or service providers.

ARTICLE11:TERMINATION

DS may immediately terminate the Single Licence ipso jure and/or otherwise temporarily or permanently refuse the REPAIRER access to the Single Licence, without formal notification by registered letter with acknowledgement of receipt, in the event that the REPAIRER is in breach of any of his essential obligations, without prejudice to all other rights and actions available to DS.

This shall apply particularly in the event of activities by the REPAIRER of a type that would materially or legally prejudice DS and in the case of non-compliance with any one of the obligations mentioned in Articles 2, 3, 4, 5 and 7 of these General Terms and Conditions of Licence.

Moreover, it is expressly agreed between the Parties that termination of professional motor vehicle repair activities shall ipso jure automatically result in the termination of the Single Licence on the same date.

In the event of the termination of the Single Licence, for any reason whatsoever, the REPAIRER undertakes to immediately cease all use of the Single Licence. Furthermore, DS shall immediately proceed to deny access to all information systems associated with the use of the Single Licence, on the same date.

ARTICLE12:TOLERANCE

The fact that DS does not make use of any one of the provisions of these General Terms and Conditions of Licence at any given time may not be interpreted as renouncing the right to use any one of these provisions at a later date.

ARTICLE13:ELECTIONOFDOMICILE

DS states the following address as its domicile: 6, rue Fructidor - 75017 Paris

ARTICLE14:GOVERNINGLAW-JURISDICTION

These General Terms and Conditions of Licence are governed by French law.

All disputes of any kind whatsoever arising between DS and the REPAIRER, which are not amicably resolved, shall be submitted to the exclusive jurisdiction of the Paris courts.

These General Terms and Conditions are translated into several languages. The sole authentic version for the relations between the parties is the French version.