

Pinewood – Terms of Use

Acceptance of Terms

The services that Pinewood Technologies PLC (“Pinewood”) provides to you are subject to the following Terms of Use (“TOU”). Pinewood reserves the right to update and modify the TOU at any time without notice to you. The most current version of the TOU can be reviewed by clicking on the "Terms of Use" hypertext link located on our Legal web page. When we make updates to the TOU, Pinewood will update the date in the footer of the document. By using the services after a new version of the TOU has been posted, you agree to the terms of such new version.

Description of Services

Pinewood provides you with access to a variety of resources, including dealer management system (“DMS”), mobile applications, e-learning training material, helpdesk services including frequently asked questions (“FAQs”) and product information (collectively "Services"). The Services, including any updates, enhancements, and new features, are subject to these TOU.

Use Limitation

Unless otherwise specified, the Services are for the use by the contracting legal entity only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Services.

Content

All content included in or made available through the Services, such as text, graphics, logos, icons, images, sounds, music, digital downloads, data compilation, software, and documents is the exclusive property of Pinewood or its content suppliers and is protected by the various applicable trade dress, copyright, trademark, patent, and other intellectual property and unfair competition laws in the United Kingdom and internationally. All rights not expressly granted to you in this TOU are reserved and retained by Pinewood or its licensors, suppliers, publishers, rightsholders, or other content providers.

Software

Any software that is made available from the Services ("Software") is the copyrighted work of Pinewood. Use of the Software is governed by the terms of the contract, which accompanies or is included with the Software ("Agreement"). An end user will be unable to use any Software that is included in the Agreement, unless they first agree to the Agreement terms. Third party scripts or code, linked to or referenced in the agreement, are licensed to you by the third parties that own such code, not by Pinewood.

The Software is made available solely for use by end users according to the Agreement. Any reproduction or redistribution of the Software not in accordance with the Agreement is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

Without limiting the foregoing, copying or reproduction of the software to any other server or location for further reproduction or redistribution is expressly prohibited, unless such reproduction or redistribution is expressly permitted by the agreement accompanying such software.

Limitation of Liability

In no event shall Pinewood be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of software, documents, provision of or failure to provide services, or information available from the services.

Privacy and Protection of Personal Data

Pinewood will deploy appropriate technical and organisational measures as required by law, to protect all information and data whilst being processed in the Services, and in accordance with the Data Processing provisions entered into as part of the Agreement.

User Account, Password, and Security

The Services require an active account to gain access to the Software. Where the account is not provisioned by a Single Sign-On (SSO) protocol, a user account will be created for you by your system administrators. You will be required to set a password which meets the password complexity rules. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify Pinewood immediately of any unauthorized use of your account or any other breach of security. Pinewood will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Microsoft or another party due to someone else using your account or password. You may not use anyone else's account at any time. User accounts must only be provisioned for a single user, and shared user accounts are not permitted under this TOU.

No Unlawful or Prohibited Use

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any Pinewood server, or the network(s) connected to any Pinewood server, or interfere with any other party's use of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems

or networks connected to any Pinewood server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services. You may not attempt to copy or change, alter or otherwise attempt to modify the Services or these TOU.

Use of Services

The Services may contain e-mail services, short messaging services ("SMS"), calendars, photos, document storage, and/or other message or communication facilities designed to enable you to communicate with your customers (each a "Communication Service" and collectively "Communication Services"). You agree to use the Communication Services only to send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using the Services, you will not:

- Use the Communication Services in connection with chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Use any of the Services for an unintended purpose.
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.
- Use any material or information, including images or photographs, in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- Download any file posted by another user of a Services that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.

- Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Violate any code of conduct or other guidelines which may be applicable for any particular Services.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.

Pinewood has no obligation to monitor the Services. However, Pinewood reserves the right to review materials posted to the Communication Services and to remove any materials in its sole discretion. Pinewood reserves the right to terminate your access to any or all of the Services at any time, if this TOU has been violated.

Pinewood reserves the right at all times to disclose any information as Pinewood deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Pinewood's sole discretion.

Pinewood does not control or endorse the content, messages or information found in any Communication Services and, therefore, Pinewood specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Services. Managers and hosts are not authorized Pinewood spokespersons, and their views do not necessarily reflect those of Pinewood.

Information Entered into the Services

Pinewood does not claim ownership of the information you provide to Pinewood or post, upload, input or submit to any Service or its associated services (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting ("Posting") your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in these Terms of Use including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

In addition to the warranty and representation set forth above, by Posting a Submission that contain images, photographs, pictures or that are otherwise graphical in whole or in part ("Images"), you warrant and represent that (a) you are the copyright owner of such Images, or that the copyright owner of such Images has granted you permission to use such Images or any

content and/or images contained in such Images consistent with the manner and purpose of your use and as otherwise permitted by these Terms of Use and the Services, (b) you have the rights necessary to grant the licenses and sublicenses described in these Terms of Use, and (c) that each person depicted in such Images, if any, has provided consent to the use of the Images as set forth in these Terms of Use, including, by way of example, and not as a limitation, the distribution, public display and reproduction of such Images. The licenses granted in the preceding sentences for Images will terminate at the time you completely remove such Images from the Services, provided that, such termination shall not affect any licenses granted in connection with such Images prior to the time you completely remove such Images. No compensation will be paid with respect to the use of your Images.