

MAM Autowork Online Licence Terms and Conditions (The “Licence”)

This Licence applies to all Customers who access the MAM Autowork Online System, and in doing so agree to be bound by the terms of the Licence set out below. If you do not agree to be bound by this Licence, you may not use MAM Autowork Online System. This Licence overrides any other terms and conditions that the Customer may seek to impose under any purchase order, confirmation of order or similar document.

1. Definitions

In this Licence:

“Account Details” means account number and password granting access to the MAM Autowork Online System

The “Customer” means the customer identified on the MAM Autowork Online System Order Form.

Confidential Information’ means information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of MAM Autowork Online System and trade secrets including, without limitation, technical data and know-how relating to the information and knowledge derived from the MAM Autowork Online System including any of its pricing, suppliers, customers, agents, distributors or business contacts, (but not limited to) information that MAM create, develop, receives or obtains in connection with the MAM Autowork Online System, whether or not such information (if in anything other than oral form) is marked confidential

MAM Autowork Online System means the software management system accessed @ www.autowork-online.co.uk

The “Licence” means this licence and any variations thereto. Combined with the MAM Autowork Online System Order Form these documents represent the agreement in place between MAM Software Limited and the Customer in relation to MAM Autowork Online System.

“MAM Software Limited” means MAM Software Limited (Company reference number 0179743) whose registered office is at Units 5, 6 & 7 Maple Park Maple Court Tankersley Barnsley S75 3DP.

- 1.1** “Price” means the price detailed on the MAM Autowork Online System Order Form and includes, without limitation, the Set Up Fees, Monthly Rentals, Technical Data Fees, and the Variable Fees listed on the Order Form and other fees which the Customer will be advised of from time to time. The price may vary at the discretion of MAM Software Limited.

2. Customer's Obligations The Customer agrees:

- 2.1** Not to use MAM Autowork Online System for any illegal activities and agrees to use it in accordance with all relevant laws.
- 2.1** Not to upload or transmit through MAM Autowork Online System any computer virus or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer.
- 2.3** Not to use MAM Autowork Online System in any way that may cause interruption, damage, or to impair its normal functionality in any way. Not to gain attempted access to any unauthorised part or component of MAM Autowork Online System.
- 2.4** To keep your MAM Autowork Online System Account Details confidential for your own business use only, under no circumstances are these transferable.
- 2.5** To maintain the confidentiality of and shall maintain appropriate security measures and procedures to prevent unauthorised access to its access code and password, security token, or any other authentication details or mechanism (including installed anti-virus software) to enable any third party to access and use the MAM Autowork Online System, whether or not such use was actually authorised by MAM. The Customer acknowledges and agrees that they may from time to time be provided with new access details to the MAM Autowork Online system and the Customer shall implement such new access details within 7 working days from the date of issue, as the previous access details shall cease to function on the expiry of that 7 working day period;
- 1.1** To not cache or save copies of any data derived from the MAM Autowork Online System (including without limitation Vehicle Registration Lookup; SMS messages; Post Code Lookup; Service & Repair Times etc) for a specific vehicle for a period longer than 24 hours and shall not systematically download and/or store such data in such a way that allows for later offline retrieval without access to the MAM Autowork Online System;
- 1.3** That upon reasonable notice from MAM, the Customer shall grant MAM, the DVLA or its nominated agent access or any third party supplier to the Customer's premises and any other equipment used or proposed to be used in connection with the MAM Autowork Online System for the purposes of checking compliance with the provisions of this Licence; and
- 1.4** To notify MAM immediately if it becomes aware of any unauthorised use of the whole or any part of the MAM Autowork Online System by any third party.

3. MAM Software Limited's Rights

MAM Software Limited reserves the right to:

- 3.1** Modify or withdraw, temporarily or permanently, MAM Autowork Online System, or any aspect thereof, with or without notice to the Customer and the Customer confirms that MAM

Software Limited shall not be liable to the Customer or any third party for any modification to or withdrawal of MAM Autowork Online System. For the avoidance of doubt, the Customer will not be eligible for any compensation because they cannot use any part of MAM Autowork Online System or because of failure, suspension or withdrawal of all or part of MAM Autowork Online System.

- 3.1** Change the terms of the Licence from time to time. It is the Customer's responsibility to check regularly to determine whether the Licence has been changed. If a Customer does not agree to any changes in the terms of the Licence then the Customer must immediately stop using MAM Autowork Online System.
- 3.3** Charge a Customer for additional Account Details. Customers are granted Account Details with this Licence. The cost of each additional Account is to be advised on application.
- 3.4** Charge a Customer for training, undertaken by MAM Software Limited.

4. Third Party Links

- 4.1** MAM Software Limited may provide links to other websites or resources. The Customer acknowledges and agrees that MAM Software Limited is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable, directly or indirectly, for the privacy practices or the content of such websites, including (without limitation) any advertising.

5. Payment

- 5.1** The Customer shall pay the Price for the MAM Autowork Online System. Payment will be by direct debit, payable to MAM Software Limited monthly in arrears. The Set Up Fees may be made by debit or credit card.
- 5.1** The time for payment is of the essence.
- 5.3** MAM Software Limited reserves the right to suspend the supply of MAM Autowork Online System to the Customer in the event that payment is not received
- 5.4** Upon termination of the Licence all sums payable to MAM Software Limited will become due immediately. All payments to be made by the Customer will be made in full without any set off, restriction and without any deduction or withholding for or on account of any counterclaim unless the amount has been approved by a director of MAM Software Limited in writing.

6. Term

- 6.1** Subject to the provisions of clause 9 (Termination) this Licence shall continue in force until terminated.

7. Warranties

- 7.1** To the maximum extent permitted by law, MAM Software Limited disclaims all other representations, warranties, conditions, or other terms, either express or implied, including but not limited to implied warranties and/or conditions of merchantability and fitness for a particular purpose with regard to MAM Autowork Online System.
- 7.1** To the maximum extent permitted by law, in no event shall MAM Software Limited be liable for any damage whatsoever (including without limitation, direct or indirect damages for personal injury, loss of business profits, business interruption, loss of business information or any other loss) arising out of the use or inability to use MAM Autowork Online System, even if MAM Software Limited has been advised of the possibility of such damages. In any case, MAM Software Limited's entire liability under any provision of this Licence shall be limited to the amount paid by the Customer to MAM Software Limited for MAM Autowork Online System.
- 7.3** MAM Autowork Online System is provided on an "as is" basis and the Customer assumes all risks with its installation, configuration and use and as such there are no warranties, claims or representations made by MAM Software Limited, either express, implied or statutory with regard to the software, including warranties of quality, performance, non-infringement or fitness for a particular purpose nor are there any warranties created by course of dealing, course of performance or trade usage. Furthermore, MAM Software Limited does not represent or warrant that MAM Autowork Online System or any related service will always be available, accessible, accurate, complete or error-free. The foregoing exclusions and disclaimers are an essential part of this Licence and forms the basis for determining the Price charges for MAM Autowork Online System and any associated services.

8. Indemnity

- 8.1** The Customer agrees to be fully responsible for all claims, liability, damages, losses, costs and expenses, including legal fees on a full indemnity cost basis, suffered by MAM Software Limited and arising out of any breach of this Licence by the Customer or any other liabilities arising out of the Customer's use of MAM Autowork Online System, or the use by any other person accessing MAM Autowork Online System using the Customer's MAM Autowork Online System User Id or internet account.
- 8.2** For the purpose of the Data Protection Act 1998, the Customer acknowledges that in the course of using MAM Autowork Online System, certain personal data of third parties, may be captured electronically or otherwise by MAM Software Limited/its agents. If this is the case, you shall ensure that you have obtained the express consent of any applicable third parties to the transfer of their personal data to MAM Software Limited to process such personal information for the purposes of the operation of MAM Autowork Online System as a garage software/ management system. For the avoidance of doubt, MAM Software Limited/its agents will act as a Data Processor (as defined by the Data Protection Act 1998), you, the Customer, are the Data Controller.. You shall indemnify MAM Software Limited/its agents from and against all claims by any user or any third parties arising out of your failure to obtain the consent described in this paragraph 8.2.

- 8.3** The Customer assumes all risks associated with the access to and use of MAM Autowork Online System. In no event shall MAM Software Limited be liable for any indirect, incidental, special or consequential damages (including without limitation any loss of profits or data, business interruption, computer failure or other pecuniary loss) arising out of the use or inability to use MAM Autowork Online System or performance of any related services, irrespective of whether MAM Software Limited has been advised of the possibility of such damages.
- 8.4** The Customer confirms that by signing this Licence they will have access to the MAM vehicle catalogue, parts lookup and ERP invoicing system.
- 8.5** MAM Software Limited will:-
- 8.5.1** Use the details you provide to (administer your order and/or “to supply the information you have requested”)
 - 8.5.1** MAM Software Limited agrees not to disclose or use any personal data shared with MAM Software Limited except to the extent necessary to carry out its obligations under this Agreement, which may include sharing such data with Third Party Providers.
 - 8.5.3** From time to time MAM Software Limited would also like to keep you informed by post, telephone or e-mail of information about other MAM Software Limited products and services that may be of interest to you.
 - 8.5.4** If you do not wish to receive marketing information from MAM Software Limited, then tick here ☐
 - 8.5.5** MAM Software Limited reserves the right to aggregate the data it holds including sharing this with third party providers, for various purposes, including, without limitation, benchmarking, data analysis and research.
 - 8.5.6** MAM warrants that it shall not license or sell lists of Customer details to third parties for any purpose whatsoever.
 - 8.5.7** If you have any questions about MAM Software Limited’s use of your information, you wish to let us know about changes to your personal details held by us, or if at any time you wish to stop receiving marketing information from us then please contact the data protection officer at the address given below/email address.

9. Termination

- 9.1** Either party may terminate this Licence by serving three months’ written notice on the other, such notice to expire after the initial term of 11 months. Such written notice must be sent for the attention of MAM Autowork Online System at MAM Software Limited registered office or such address as may be subsequently advised.
- 9.1** MAM Software Limited may by notice served in writing served on the Customer terminate the Licence forthwith if the Customer:

9.2.1 Is in material breach of any of the terms of the Licence and where the breach is capable of remedy, the Customer fails to remedy such a breach within seven days service of a written notice from MAM Software Limited.

9.2.1 Becomes bankrupt, insolvent, makes an arrangement or composition with its creditors.

9.2.3 Ceases to trade.

9.2.4 Has any distraint, execution or other process levied or enforced on any of its property.

9.4 Upon termination, the Customer may request that MAM Software Limited supplies a csv file of the Customer's data. MAM Software Limited can not guarantee this data will always be available, in the event that MAM Software Limited are reliant upon a third party agent to supply this data. A csv file of the Customer's data may be provided, upon termination, to the Customer upon the payment of a one-off "Data Processing Fee", the amount of the fee is advised on application. Payment of the Data Processing Fee will be by Credit/Debit Card in advance of the generation of the csv file and the Customer must contact MAM Software Limited's MAM Autowork Online System sales office to arrange this.

10. Intellectual Property and Right of Use

10.1 The Customer acknowledges and agrees that it has no right to any or all copyright, trademarks and other intellectual property rights in the material or content supplied as part of MAM Autowork Online System (the "Intellectual Property Rights") and the Customer irrevocably waives any such right it may have to the Intellectual Property Rights. The Customer acknowledges that the Intellectual Property Rights in the MAM Autowork Online System either vest in MAM or MAM has the licences to supply the MAM Autowork Online System to the Customer (as the case may be).

11. Confidentiality

11.1 The Customer undertakes that it shall not at any time during this Licence, and for a period of two (2) years after termination of this Licence, disclose to any person any Confidential Information concerning the MAM Autowork Online System; except as permitted by clause 0

11.1 The Customer may disclose the Confidential Information as may be required by law, court order or any governmental or regulatory authority.

12. Entire Agreement

12.1 This Licence (as amended from time to time), the MAM Autowork Online System Order Form and Terms and Conditions of Sale comprise the entire agreement between the Customer and MAM Software Limited relating to MAM Autowork Online System and supersedes any previous

agreements, arrangements, undertakings or proposals, written or oral, between MAM Software Limited and the Customer in relation to MAM Software Limited's software/management systems including but not limited to MAM Autowork Online System.

13. Law

- 13.1** The conditions, under which this contract is made, shall be governed by the laws of England and Wales.
- 13.1** The parties agree that the Courts of England and Wales shall have exclusive jurisdiction.