Ergänzende Allgemeine Geschäftsbedingungen für den Service "Abfragedaten JATO"

§ 1 Anwendungsbereich und Vertragsgegenstand
(1) Die folgenden Allgemeinen Geschäftsbedingungen gelten ergänzend zu den Allgemeinen Geschäftsbedingungen der pixelconcept GmbH für Standardsoftware in der jeweils gültigen Fassung für die Geschäftsbeziehung zwischen der pixelconcept GmbH, Friedrich-Ebert-Straße 79, 34119 Kassel (im Folgenden: Provider) und Ihren Kunden (im Folgenden: Kunde) für den Service "Abfragedaten JATO"" (im Folgenden: "Die App" im Singular und "die Apps" im Plural).
(2) Diese Ergänzende Allgemeinen Geschäftsbedingungen für den Service „Abfragedaten JATO" gelten vorrangig vor den Allgemeinen Geschäftsbedingungen der pixelconcept GmbH für Standardsoftware.
(3) Bei der App handelt es sich um die Integration einer Datenbank der JATO Dynamics Limited, Hunton House, Highbride Industrial Estate, Oxford Road, Uxbridge, UB8 1 LX, UK, (Im Folgenden: "JATO") in die Anwendung „Automanager" des Providers mittels derer Fahrzeugdaten zu Fahrzeugen zur vereinfachten Erstellung von diesbezüglichen Angeboten im Online-Handel gegenüber Kunden des Kunden (im Folgenden: "Der Endkunde" im Singular und "die Endkunden" im Plural) bereitgestellt werden.
(4) Die App wird zeitweise zur Nutzung zur Verfügung gestellt (sogenannter „Service as a Service") solange der Kunde aus einem Vertragsverhältnis mit dem Provider die Anwendung „Automanager" zu nutzen berechtigt ist.
(5) Für die Zeit der Nutzung vermittelt der Provider zusätzlich Speicherplatz zum Ablegen der bei der Verwendung der App erzeugten und/oder zu deren Nutzung erforderlichen Daten (im Folgenden: Daten) bei dem Dienstleister.
(6) Der Kunde zahlt für die Benutzung der App zeitabschnittsbezogen das sich aus der Preisliste des Providers ergebende Entgelt.

§ 2 Vorrangige Bestimmungen für die Nutzung der JATO-Datenbank
(1) Der Kunde ist berechtigt die Datenbanken von JATO (im Folgenden: "Die JATO-Datenbank" im Singular und "die JATO-Datenbanken" im Plural) als Bestandteil der Leistungen des Providers dergestalt zu nutzen, dass er darin befindliche Informationen in Papierform und in digitaler Form vervielfältigen und dergestalt nutzen darf, dass er solche Vervielfältigungsstücke im Rahmen seines Geschäftsbetriebs reproduzieren, neu formatieren, analysieren, ausdrucken und abbilden darf, sofern durch solche Nutzungen kein Vertrieb, kein Angebot, keine Veröffentlichung und keine Übertragung der JATO-Datenbaken oder von wesentlichen Teilen davon zu gewerblichen Zwecken Dritter erfolgt.
(2) Über die nach Abs. 2 gewährten Rechte hinaus ist der Kunde nicht berechtigt, die JATO-Datenbanken zu nutzen, insbesondere nicht diese zu vermieten, leasingweise zu überlassen, Unterlizenzen daran zu gewähren, diese zu vertreiben, zu übertragen, abzutreten, zu kopieren, zu reproduzieren, abzubilden, zu verändern, zu speichern oder im Wege von Timesharing zu überlassen.
(3) Der Kunde ist verpflichtet
(a) alle angemessenen Schritte zu unternehmen, um die JATO-Datenbanken vor einem unbefugten Zugriff, Kopieren oder einer Nutzung einschließlich einer Einbettung einer URL in einer anderen Webseite, die den Nutzer bei Anklicken direkt zu einer Seite unter der URL leitet (im Folgende: "Der Hotlink" im Singular und "die Hotlinks" im Plural) und der Darstellung in einem HTML-Frame auf seiner Internetseite zu schützen. Er trägt dabei insbesondere dafür Sorge,
(aa) dass die Datenbanken von JATO nicht ohne vorherige Genehmigung von JATO und Entrichtung einer vereinbarten Unterlizenzgebühr in einem HTML-Frame auf einer anderen Webseite dargestellt werden, wobei er Hotlinks auf seine Internetseite jedoch zulassen kann;
(bb) dass er ohne die vorherige Genehmigung von JATO und Entrichtung einer vereinbarten Unterlizenzgebühr keine Hotlinks auf eine andere Oberfläche auf seiner Interseite zulässt, insbesondere nicht auf sogenannte Co-Branded-Internetseiten
(cc) dass er keine eingebettete URL einer anderen Webseite, die bei Anklicken ein neues Browserfenster öffnet und den Nutzer zu einer Webseite unter der URL leitet (im Folgenden: "Das Pop-Up" im Singular und "die Pop-Ups" im Plural) zu einer anders gestalteten Webseite, insbesondere einer Co-Branded-Darstellung seiner Internetseite ohne die vorherige

Genehmigung von JATO und Entrichtung einer vereinbarten Unterlizenzgebühr zulässt, wobei er jedoch Pop-Ups, die seine Internetseite zum Inhalt haben, von anderen Webseiten zulassen darf;

(dd) den Provider und JATO unverzüglich in Kenntnis zu setzen, wenn er von einem Verstoß gegen die Regelungen dieses Absatzes oder der Offenlegung von geschützten Passwörtern zu den Datenbanken gegenüber Unbefugten Kenntnis erlangt, unter – soweit bekannt – der Übermittlung der Identität der Person, die solche Informationen offengelegt hat und/oder der gegenüber solche Informationen offen gelegt wurden;

(b) die JATO-Datenbanken nur in der Sprache zu verwenden, die ihm zur Nutzung zu Verfügung gestellt wird;

(c) es zu unterlassen, Daten aus den JATO-Datenbaken gleichzeitig abzubilden oder die gleichzeitige Abbildung sich auf ein oder mehrere Fahrzeuge beziehender Daten in einer bestimmten Länderdatenbank zusammen mit demselben oder anderen Fahrzeugen in einer anderen Länderdatenbank zu gestatten gleich zu welchen Zwecken;

(d) hinsichtlich der JATO-Datenbanken keine Absprachen zu treffen, Zusicherungen zu machen und Gewährleistungsversprechen oder Garantien abzugeben;

(e) es zu unterlassen, Hinweise auf geistiges Eigentum natürlicher oder juristischer Personen zu verschieben, abzudecken oder zu löschen;

(f) er zu unterlassen die JATO-Datenbanken anderen Personen als seinen Mitarbeitern gegenüber offenzulegen;

(g) es zu unterlassen, sich als Bevollmächtigter von JATO auszugeben.

(4) In Bezug auf das geistige Eigentum von JATO gilt Folgendes:

(a) Eine Nutzung von JATO-Datenbanken und Teilen daraus durch den Kunden erfolgt nur in dem Umfang, der zur Ausübung der dem Kunden vertraglich ausdrücklich gewährten Rechte erforderlich ist.

(b) Der Kunde ist verpflichtet Urheberrechtshinweise oder andere Hinweise auf geistiges Eigentum von JATO in Gestalt von Hinweisen und Logos in der vorgegebenen Form zu übernehmen.

(c) Folgender Hinweis ist hinsichtlich Leistungen von JATO durch den Kunden zur Kenntnis zu nehmen:

Copyright © JATO Dynamics Limited, 1990-heute. Alle Rechte vorbehalten.
JATO hat bei der Zurverfügungstellung genauer und vollständiger Informationen äußerste Sorgfalt walten lassen, übernimmt jedoch keine Gewähr für die Richtigkeit oder Vollständigkeit der Daten. Bitte lassen Sie bei der Nutzung der Ihnen zur Verfügung gestellten Informationen die erforderliche Sorgfalt walten.

(d) Der Kunde und der Provider werden sich im Fall der Kenntnisnahme von einer möglichen Verletzung von Immaterialgüterrechten JATOs unverzüglich wechselseitig in Kenntnis setzen und sich bei der Durchsetzung von Rechten und der Geltendmachung von Schadensersatz- oder anderen Ansprüchen wechselseitig bestmöglich unterstützen. Diese Verpflichtung besteht für den Kunden überdies auch unmittelbar im Verhältnis zu JATO.

(5) Wegen JATO-Datenbanken und Teilen davon gilt hinsichtlich Rechten Dritter Folgendes:

(a) Sofern ein Dritter Ansprüche dahingehend geltend macht, dass durch die Datenbanken von JATO oder deren dem Kunden gestattete Nutzung durch den Kunden, einen Nutzer oder ein Lizenznehmer des Kunden deutsche, britische oder ausländische Patente, Urheberrechte oder andere Rechte verletzt werden und/oder ein gerichtliches, schiedsgerichtliches oder anderweitiges Verfahren anhängig macht (im Folgenden: "Der Claim" im Singular und "die Claims" im Plural), so hat der Kunde den Provider und JATO unverzüglich schriftlich über einen solchen Claim in Kenntnis zu setzen, dem Provider und nach dessen Wahl auch JATO die Abwehr von solchen Claims zu überlassen und den Provider und nach dessen Wahl auch JATO bei der Abwehr dieser Ansprüche und bei etwaigen Vergleichsverhandlungen bestmöglich zu unterstützen. Im Fall von Claims übernimmt der Provider und nach dessen Wahl JATO deren Abwehr für den Kunden und oder dessen Lizenznehmer und die Zahlung aller von einem Gericht zuerkannten Ansprüche und Kosten unter der Voraussetzung, dass der Kunde alle Verpflichtungen nach diesem Absatz erfüllt hat. Der Provider oder JATO können wahlweise im Fall eines Claims oder falls ein solcher wahrscheinlich erscheint, einen Rechtsstreit im Vergleichswege beilegen. Der Provider ist im Fall eines Claims berechtigt die Leistungen von JATO durch gleichwertige Leistungen zu ersetzen, die keine Rechte Dritter verletzen. Können die JATO-Datenbanken nach Ansicht von JATO nicht für die Nutzung durch den Kunden gesichert, verändert oder ersetzt werden, so ist der Provider berechtigt, die Leistungen von JATO binnen angemessener Frist nicht weiter zu erbringen unter Erstattung von für den Zeitraum der

Nichterfüllung angefallener Vergütung. Der Provider stellt sodann den Kunden von der Haftung gegenüber Dritten frei.

(b) Der Kunde stellt den Provider frei von Ansprüchen Dritter einschließlich Kosten der Rechtsverteidigung, die daraus resultieren, dass der Kunde die Verpflichtungen nach diesem § nicht einhält.

(6) Wegen JATO-Datenbanken oder Teilen davon gilt hinsichtlich Gewährleistung und Haftung Folgendes:

(a) Es gilt das anliegende JATO Data Supply Service Level Agreement.

(b) Nach Eingang einer Mängelmeldung wegen Nichterfüllung der sich aus dem JATO Data Supply Service Level Agreements ergebenden Verpflichtungen des Providers gemäß § 7 Abs. 7 ist der Provider binnen 20 Tagen zur Mängelbeseitigung verpflichtet. Kann der Provider den Mangel nicht binnen dieser Frist beseitigen, ist der Kunde rückwirkend für den Zeitraum der mangelhaften Bereitstellung der Leistung zur Minderung der zeitanteilig darauf anfallenden Vergütung berechtigt sowie zur außerordentlichen Kündigung hinsichtlich der Leistungen von JATO.

(c) Der Provider gewährleistet, dass durch die JATO-Datenbanken keine Urheberrechte oder anderweitigen Rechte des geistigen Eigentums Dritter verletzt werden. Hinsichtlich der JATO-Datenbanken bietet der Provider keine weitergehende Gewähr, sei es ausdrücklich oder stillschweigend, aufgrund schriftlicher oder mündlicher Abreden.

(d) Der Kunde erklärt sich damit einverstanden, dass die JATO-Datenbanken im bestehenden Zustand ("as is") ihm zur Nutzung zur Verfügung gestellt werden. Der Provider macht keinerlei Zusicherungen und leistet nicht Gewähr bezüglich der Genauigkeit, Vollständigkeit oder Aktualität der JATO-Datenbanken.

Stand 01.01.2021

Anlage: JATO Data Supply Service Level Agreement

JATO Specifications

SLA

May 2019 – Edition 17

JATO

OUR KNOWLEDGE IS YOUR **POWER**

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Service Level Agreement
JATO Specifications

Purpose

The purpose of this document is to define certain minimum standards in respect of the vehicle specification Database Libraries supplied by JATO Dynamics Limited and its subsidiary companies ("JATO"). In addition, it outlines the process for reporting suspected errors and the manner and timeline within which JATO will respond.

Data Service Levels

Please refer to Appendix 2 for field name definitions in bold.

Data Timeliness

The research work is divided into 3 main stages each with its own timeliness commitment. Those research stages are identified by the Data Status value on the vehicle in the Database. Our timeliness commitments are linked to the Release Date of the relevant information for the research stage (please see definition of Release Date in Appendix 2)

Price Only

When a new Version is introduced, or the prices of an existing one is changed, the vehicle prices and Option prices plus Price Only Items excluding Unknown Data, without Option content or relations, will be available within an average of 2 working days from the Release Date of the prices. This period is extended by an additional working day for Database Libraries made available via the FTP site.

Key Items

All official data published by the source, including all Options and Option content, which forms part of the data researched for the appropriate JATO research template for that vehicle in the specific market, will be available to customers within an average of 7 working days from the Release Date of the relevant documentation. This period is extended by an additional working day for Database Libraries made available via the FTP site. (If data concerning Optional equipment is not released by the official source it is possible for a vehicle to be coded at Key Items status without Options being coded).

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Full Specs

Full Specs data, excluding Unknown Data and including, where applicable, the results of a physical inspection will be available within an average of 30 working days from the Release Date. This period is extended by an additional working day for Database Libraries made available via the FTP site. (If data concerning Optional equipment is not released by the official source it is possible for a vehicle to be coded at Full Specs status without Options being coded).

In case of a major market event, affecting all or most makes (for example, without limitation, tax change or national motor show), the time period for availability may be extended depending on how many makes and how much of the data has changed.

A JATO News article will be published within an average of 2 working days from the Release Date.

Embargoed Data (see definition of embargoed data in Appendix 2)

JATO will not release or publish any Embargoed Data it receives prior to the embargo date of the source documentation, unless the receiver is authorised to receive the Embargoed Data.

Data Completeness

- Any Version from a manufacturer that has more than 0.5% local Market Share will be at a Data Status of Full Specs, excluding Unknown Data, within the Response Time for Full Specs (see above)

- Low volume manufacturers may be researched at our discretion. If we do code a manufacturer, then we will code all models and versions that the manufacturer details on their official price list for the market. A full list of manufacturers coded is available upon request

- Vehicles with a Data Status of either Key Items Low Volume or No Prices Special Order will be completed to a level dictated by official public availability of the data

- JATO commits to researching vehicles marketed by the official importers within a market. Vehicles offered for sale by independent, non-official importers which do not source vehicles directly from the manufacturers are not included in the Database

- Quadricycle type vehicles are not coded in the Database. JATO considers a quadricycle according to EC rules

  - JATO researches cars and light commercials up to a GVW (Gross vehicle weight) of 3.5 tons. If a model range starts at 3.5 tons JATO will not include this range in its Databases. There are cases where JATO will code vehicles over 3.5 tons, however, customers should not consider that as a commitment to continuously research those vehicles.

- All factory-fitted Options within the official public price list will be coded in the Database. JATO is not committed to coding accessories or dealer-fitted Options, even if they appear on the price list. JATO codes the content of an Option, including relations between Options, only as it appears on the official public price list. JATO may code relations between Options that are implicit from the content of the Option, (e.g. two alloy wheel options may be mutually excluded), however, JATO does not commit to do so in all cases, as some of those relations may not be obvious. If part of the content, or relations within an Option are not in the official public price list, JATO may not include it in its data. If JATO receives official, non-embargoed documentation describing additional content or relations, JATO may include this in its data.

- Internal data supplied by any manufacturer/importer that is not in the public domain and for which the manufacturer/importer does not grant JATO permission to publish, will not be available in the Database

Data Accuracy

- Data will be not less than 98% accurate. The accuracy rate is calculated using JaDE data for reported errors. JATO compares the number of versions reported with data issues against the number of current versions held in the Database. JATO applies a weighting to the JaDE errors according to the error type. The standard of accuracy should be visible on any representative portion of the Database Library at all times.

Changes to Data Items Researched

- Requests for additional Items of specification should be made to the local JATO representative or to the Data Department at JATO HO. These requests will be considered for inclusion in the next Schema revision

- JATO revises the Schema a maximum of once per year. In the revision, JATO may add or remove Items to some or all Subject Groups or Research templates. Additions or deletions may be due to industry developments, customer requests or relevance to a segment

- Once JATO has decided to add a new Item to a Subject Group or to a Research template, that Item will contain Specifications Data for any make with greater than 0.5% market share within an Average of 60 days from the date of introduction to customer systems. If JATO introduces more than 10 new Items simultaneously, the data will be available within an Average of 90 days

- If JATO decides to stop researching an Item or an Attribute or an Allowed Value, JATO will provide 30 days advance notice to its customers

- The removal or addition of any Item within any Subject Group or Research template will be at the sole discretion of JATO

- JATO may decide that a vehicle needs to be moved from one JATO Global Segment to another

- This may affect the list of Items researched for that vehicle. Since JATO cannot predict when such a move may become necessary, it cannot guarantee advance notice before moving a vehicle from one JATO Global Segment to another

Error Reporting

This section outlines the definition of a Data Error the process by which errors should be reported and an overview of how JATO defines the specification Items researched. The manner and timeline with which JATO will respond to such queries is also explained.

Data Error

▪ Where the data in the Database is different from data from an alternative official source which can be confirmed as being correct

Missing Data

▪ A customer believes that data is missing although JATO has indicated that the Item should be researched for that Subject Group or Research template, and it has passed its timeliness commitment.

Reporting Procedure

All data queries should be logged through JaDE found via quick link at www.jato.com.

Please liaise with JATO's local representative for a user name and password.

Rectification Procedure

▪ If the customer query highlights a Data Error, JATO will make a correction and provide an update to the Database within 2 working days. This period is extended by an additional working day for Databases Library made available via the FTP site

▪ Any customer data query that cannot be categorized immediately as a Data Error or as Missing Data will receive a reply from the Research Coordinator within 2 working days, advising that the data is being checked. The checking procedure will not take more than 5 working days. If within the 5 working days the Specifications Data in the Database is found to be correct, then an explanation will be sent quoting the source of the data. If the query is found to be a true Data Error the Database will be corrected within 2 working days, and a notice will be sent to the customer advising of the correction. This period is extended by an additional working day for Databases Library made available via the FTP site

▪ If the customer query highlights Missing Data, and the data is available to JATO, JATO will research the Item and provide an update to the vehicle Database within 2 working days. This period is extended by an additional working day for Databases Library made available via the FTP site

▪ In the case of Missing Data, if the researcher cannot find the data within 5 working days a note will be sent to the customer advising that the data is not available to JATO's sources, and the

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Specifications Data will continue to be unknown until such time as the data is made available to JATO from official sources.

Rectification of Historical Data

JATO Databases contain current data and may also contain Historical Instances. For current Instances, researchers will correct Data Errors or complete any Missing Data as detailed in the rectification procedure above. For Historical Instances the data is provided "as seen" and JATO cannot commit to completing any missing historical or correcting any historical data that the customer believes may be incorrect.

Definition of Specifications

The guidelines for the way JATO research any Specification Item or Attribute is described in the Definition of Specifications Database, found via quick link at www.jato.com.
If there is uncertainty concerning the way JATO defines an Item or an Attribute, or disagreement in the definition, a customer should refer to JATO's Definition of Specifications Database. If the situation is still unclear, notification should be sent to the Research Process Owner (Specifications), Craig Lowe at JATO HO (craig.lowe@jato.com). Your query will be acknowledged within 2 working days and we will send a reply with an explanation within 21 working days. If it is decided that a change in definition is required an instruction will be issued to all researchers and the text in the Definition of Specifications Database will be amended. Once the new instructions have been issued the new definition will be implemented to all Databases within an Average of 60 days for all makes with more than 0.5% Market Share. This period is extended by an additional working day for Databases Libraries made available via the FTP site.

The amendment to a specification definition will be at the sole discretion of JATO.

Appendices

Appendix 1 – The Data Delivery Process

The process below outlines the way in which JATO obtains and delivers data in a timely, accurate and complete manner.

<u>Only official local data from the manufacturer or importer is used to populate the Database</u>. Note that local data may differ from the data for the same make in the responsible market for that make, e.g. BMW engine power in Austria may differ from the same vehicle in Germany. The data in the country Database will reflect the official local published information, unless confirmed to be an error despite being part of the local documentation.

When new data is obtained, the researcher will first enter the Prices and Price Only Items into the Database. The researcher will then create a JATO News article, both in English and in the local language, if applicable. The article will be sent to a JATO editor for a quality check on content and style. The article is subsequently made available to customers of the JATO News service.

The researcher then creates an update file incorporating the new data that is made available in the appropriate Database. The researcher will then extract all other data from the brochures, press release or official price guides. The researcher will enter the available data into the Database in the following order:

- Specifications Data, all official data published by the source in the released documentation

- Options and packs data

- All rest of the Specifications Data required for the relevant JATO Global Segment

During the data delivery process the researcher should perform a Q comparison if the change being researched is significant, e.g. Face-lift, model year change or specification change. The Q comparison enables a researcher to compare the local data with data from the responsible market for that make (e.g. the responsible market for Volkswagen is Germany). The comparison will highlight any difference between the local research and that carried out by the responsible market. The researcher will clarify differences between Q data and local data.

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Allowed Values

The only possible values that can be coded in JATO's Specifications Databases for an Item or an Attribute. The Allowed Values for an Item define the availability of that Item. There are four possible availabilities for an Item: a) standard, b) Option, c) not available, d) Unknown.

Each vehicle in the Database will have one of the Allowed Values coded for each of its Items, and for each of those Items' Attributes. Unless an Item or an Attribute has been given a different value, the default value will be Unknown.

Attribute

A function (e.g. operation type) or a quantity (e.g. overall length) or a quality (e.g. type) or a property (e.g. location) of an Item. Each specific Attribute is related to a specific Item.

Conclude Date

The date that concludes an Instance.

Database Library, Database

Proprietary libraries of Specifications Data created by or on behalf of JATO.

Data Date

The effective date of a change (not a correction) in the data of the vehicle. The change could be because of a new price list, specification change or Option change, or because of a JATO research procedure, e.g. the current vehicle changes to 'outgoing' once a new one is introduced. A new Data Date creates a New Instance for that vehicle.

Data Error

Considered to have occurred when the Specifications Data has a value that is not correct. A Data Error will only be recognized as such if the correct value is indisputable. Data Error should not be confused with Missing Data.

Data Status

Shows the status of the data in the Database for a specific version, e.g. Full Specifications or Price Only.

Definition of Specifications Database

JATO has created a proprietary, confidential database called Definition of Specifications. It includes the list of all the Items JATO researches for all Research template, describes the way JATO understands the definition of the specifications Items, the Allowed Values and the reason for coding particular specifications data the way JATO does.

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Embargoed Data

There are 3 types of Embargoed Data. Customers' access to Embargoed Data is determined by their identity and the type of Embargoed Data:

1. Data supplied to JATO by the manufacturer/importer, but not available for release to anyone, except, maybe, the manufacturer/importer themselves, until a particular date.

2. Official data available only to a specific customer and cannot be released to anyone else, e.g. fleet Options available to a specific leasing customer.

3. Official data available in advance to a sector or group of customers, (e.g. leasing customers) and will be available to the general public from the Embargoed Date. This type of Embargoed Data excludes internal information that is not and will not be released to the general public.

Embargoed Date

The release date from embargoed data as notified to JATO.

Full Specs

A status allocated to a Version when all available items obtained from official sources have been coded for a specific Research template.

GID (Model Generation ID)

When a new generation of the same model is launched either with the same name or a different one. This represents the model changes of a given Version

This starts at 01 and is incrementally updated whenever 'Versions state' has 'new model' coded.

The GID will be version specific, i.e. when a model is launched, and existing versions are linked to the new model, they will get an updated GID. If at a later stage a new version is introduced that cannot be linked to the previous model (new UID), that version will start with the GID of 01.

Historical Instances

To identify a Historical Instance of a vehicle it is necessary to combine the vehicles' UID + the Data Date + Version Availability for that instance.

IID (Instance ID)

A unique ID for each instance of a UID. This starts at 01 for the first instance of a UID and is incrementally updated by 1 for each additional instance.

Instance

The period between a Data Date and a Conclude Date. A vehicle's history is made up of the Instances of that vehicle. Vehicles will have different prices or specifications or Options for each Instance in their history.

An Instance is defined by the combination of UID, Data Date and Version Availability, or by the combination of UID + IID (Instance ID). An Instance is unique in the Database.

Item

Either a separate component of a vehicle (e.g. audio system, engine), or a descriptive part of the vehicle (e.g. dimensions, body type) or a main function of the vehicle (e.g. fuel consumption, performance).

JaDE

The JATO error entry, management and reporting tool.

JATO Global Segment

The JATO Global Segments are the categorization of vehicles for a uniform global selection and are listed below:

Segment	Examples
JG Mini	Hyundai i10, Nissan Pixo
JG Small	Nissan Micra/March, Renault Clio
JG Lower Medium	Volkswagen Golf, Ford Focus
JG Upper Medium	Mercedes C-class, Audi A4
JG Executive	Mercedes E-class, Audi A6
JG Luxury	Mercedes S-class, Lexus LS
JG SUV	Toyota Landcruiser, Range Rover
JG Sports	Mazda MX-5, Lamborghini Huracan
JG Mini Van	Ford Galaxy, Honda Odyssey
JG Car Derived Commercial	Volkswagen Caddy, Opel Combo
JG Pickup	Volkswagen Amarok, Toyota Hilux
JG Small Commercial	Peugeot Expert, Toyota Hiace
JG Medium Commercial	Ford Transit, Mercedes Sprinter
JG Mini	Hyundai i10, Nissan Pixo

Key Items

The data that is available within the official published documentation by the manufacturer or importer.

Market Share

Market Share for a make will be measured against the previous year total volume which includes cars and light commercials for the relevant local market

Missing Data

Data for an Item within the relevant Subject Group that is available to the industry and is missing from the Database at a point in time after the required Response Time for that Item.

New Instance

Every new Data Date creates a New Instance for that vehicle. The previous Instance is concluded with a Conclude Date that is one day minus the new Data Date.

Option

An Item or an Attribute that is available from the manufacturer by customer request – not part of the standard Items of that vehicle. In most cases, an Option will be available at a particular price. That price can be positive, negative (e.g. a discount) or zero, (no-cost option).

Option Prices without Option Content

When the researcher receives a new price list with Option changes, they will first code only the new Option prices within the Price Only timeliness. The rest of the Option content, e.g. Option relations and Option data, will be coded within the Key Items status.

Price Only Items

A defined minimum number of Items that helps to identify the specific Version. The list of Items is available on the Members' Area on www.jato.com.

Q data or Q Database

Q is the JATO abbreviation for Quality. An internal Q database (Q data) is created with the data for each make from the responsible countries (e.g.: Peugeot from France, BMW from Germany, Fiat from Italy, Renault from France, etc.). This allows a researcher to compare their local data with that from the responsible market for that make. Within a market region where there is no domestic market for a make, the responsible market will be the country where either the main offices for that make are located, or the country that sells the greatest number of vehicles, or the country where there is the best available data.

Release Date

The date a manufacturer or importer releases the information to the public on a new price or a specifications data change.

It should be noted that there will be cases where we may have multiple Release Dates, e.g. a manufacturer may first release only prices and basic data, and release the rest of the data weeks, or even months, afterwards.

Our timeliness commitments are linked to the Release Date of the relevant information for the research stage.

Research Template

The items and attributes researched in a market or group of markets.

Research Manager/Coordinator

JATO has one researcher in each country – the Research Manager/Coordinator - who is the 'address' for all queries regarding data for that country.

Response Time

The time taken between the release of specifications data and the release of an update file to JATO's servers.

Schema

A list of Items available to be considered for research by JATO.

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Specifications Data

The value within the Database for an Item or an Attribute, from the list of Allowed Values for a version.

Subject Group

The Schema for a particular type of vehicle (e.g. cars or commercials) for a specific country or grouping of countries.

UID (Unique Identity)

A 6 or 7-digit numeric field that uniquely identifies any Version in the Database.

JATO endeavours to maintain the history of a vehicle as far as possible, accordingly, JATO maintains the UID of a vehicle even when it has a major specification change or even Model name change. Customers who do not want to link to the same vehicle once it has had a major specifications change should use the UID + GID + VID as the unique vehicle identifier.

Unknown Data

Specifications data that JATO's researchers cannot obtain for that specific Version. Whenever the data for an Item or an Attribute is not available to JATO's research operation, it will be coded as Unknown.

VID

VID is designed for customers who treat any major change to a Version as a new Version. This starts at 01 for every new GID and is incrementally updated whenever a UID has one of the following changes:

- If the Version has a facelift
- If the Version has a new model name or local model name
- If the Version name or local Version name changes
- If the Version has a new trim level or local trim level
- If the engine litres changes (any change)
- If the engine cc changes (any change)
- If the number of cylinders change
- If the engine configuration changes
- If the maximum power kW changes (any)
- If the maximum power BHP/PS changes (any)
- If the seating capacity changes
- If the dimensions change as a result of a facelift
- If the CO_2 level changes
- If the emission control level changes
- If the fuel injection system changes (E.g. Indirect to Direct) (petrol and diesel)
- If the particle filter system changes
- If the fiscal horse power changes
- If the German standards changes (Germany only)
- If the manufacturers code changes (any)

Version ID

Version ID is an 8 or 9 digit ID that contains the UID + a suffix of 2 digits. The Version ID is incrementally updated whenever the combination of the GID + VID changes on the vehicle.

Version

Each vehicle (line) that appears in a manufacturer's or importer's public price list will be represented by a Version in the Database.

There may be two situations where JATO will create a Version that does not appear as a vehicle in the price list.

- 'Built' Versions are Versions where JATO has built Optional equipment onto a base Version. Such 'built' Versions are identified by the sign (+) at the beginning of the version name in the Database

- Temporary Versions are Versions where JATO has received advanced specifications information for a Version that will, when prices are available, replace an existing Version (e.g. where new model year specifications are released, but not prices).

There may be cases where a vehicle no longer appears in the price list but JATO has been officially informed that there is still stock available for that vehicle. Likewise, there may be cases where the old model, (or the same model but the old model year), is still temporarily in the price list (while stocks last) – in such cases JATO will continue to show those versions in the Database as 'outgoing'.

Version Availability

There may be up to 4 current Instances for a given version (UID), each with a different Version Availability (VA) value. The Instances may have the same or different Data Dates.

- Advanced (A) – Researchers received either partial or full information for the vehicle, usually without a price, however, the launch of the vehicle is in the future and it cannot yet be ordered

- Embargoed (E) –Researchers receive either partial or full information regarding either a change to an existing vehicle or regarding a completely new vehicle, however, they are not allowed to publish the data for general release until after the Embargoed Date

- Current (C) – the vehicle is currently available for sale

- Outgoing (O) – JATO codes this if a particular version is being phased out and it is replaced by a newer version but is still on sale temporarily

For some of our systems we will convert those Version Availabilities into separate UIDs:

Version Availability	Existing UID (Smart UID)	Converted UID (other systems UID)
Current (6-digit UID)	******	******
Current (7-digit UID)	7****** 8******	7****** 8******
Outgoing (6-digit UID)	******	3******
Outgoing (7-digit UID)	7****** 8******	6****** 4******
Advanced (6-digit UID)	******	2******
Advanced (7-digit UID)	7****** 8******	5****** 1******
Embargoed (6-digit UID)	******	******
Embargoed* (6-digit UID)	******	2******
Embargoed (7-digit UID)	7****** 8******	5****** 1******
Embargoed* (7-digit UID)	7****** 8******	5****** 1******

* Embargoed when flagged by system as conflicting with current. Remains unchanged otherwise.

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