

DAIMLER TRUCK

General Terms and Conditions regarding the Use of Applications and Data Content – provided by Daimler Truck AG – for After-Sales (hereinafter the “GTCs”)

1. General provisions and service content

- 1.1 Daimler Truck AG furnishes applications, data content, software, updates, data storage media and other documentation for the After-Sales sector for trucks and buses of the brands Mercedes-Benz, Setra, Freightliner and BharatBenz (hereinafter collectively referred to as the “**Applications and Data Content**”) in order to allow Users to access those Applications and Data Content. Within the meaning of these GTCs, “Users” shall be all authorized service partners of the brands Mercedes-Benz, Setra, Freightliner and BharatBenz who have been duly authorized under this agreement to use the Applications and Data Content, as well as the server operators authorized by Daimler Truck AG (hereinafter referred to as the “SOs”) and, finally, other companies and businesses operations that are authorized by Daimler Truck AG under this agreement to use the same (e.g., the Daimler Truck Group’s own national sales companies, general agents (Generalvertreter) of the brands Mercedes-Benz, Setra, Freightliner and BharatBenz in foreign markets or independent service provider (ISP).
- 1.2 The subject-matter of these GTCs comprises all services delivered by Daimler Truck in connection with the provision of Applications and Data Content pursuant to sec. 1.3.
- 1.3 Currently, depending on the order placed by the User, the services provided include the Applications and Data Content of Order Management with Order View, Information View and Fleet View including the (integrated) applications Parts Information, Operation Time, Workshop Information, Damage Code, Workshop Solutions, as well as Maintenance Documentation and Package System and all other subfunctions of the Truck After-Sales Portal, Daimler Truck Diagnostics Update Service, and Daimler Truck Diagnostics Software, in all of the product versions thereof, including data and software updates (hereinafter the “**Updates**”) and the hardware-related “Daimler Truck Diagnostics Application and Tools” software.
- 1.4 The provision of Order Management with Order View, Information View and Fleet View including the (integrated) applications Parts Information, Operation Time, Workshop Information, Damage Code, Workshop Solutions, as well as Maintenance Documentation, Package System and all further subfunctions of Dealer Portal (Truck After-Sales Portal) as well as the corresponding Updates is carried out via online access as a standard. In the case of online provision by an authorized SO, Daimler Truck AG solely enables the SO to provide the relevant Applications and Data Content.
- 1.5 Access to the Daimler Truck Diagnostics Software is handled offline via local installations on the Daimler Truck Diagnostics Hardware or on the User’s own respective hardware. Daimler Truck Diagnostics Software Updates are provided online via the Daimler Truck Diagnostics Update Service.
- 1.6 Applications and Data Content have to be maintained and repaired at regular intervals and, if necessary, at short notice in order to enable the proper provision of the respective services (e.g. by installing Updates). As a result, the services may be temporarily unavailable in individual cases. Daimler Truck AG will inform the Users about planned maintenance and repair work and its expected duration in good time, usually at least 48 hours in advance.
- 1.7 The User of the Applications and Data Content shall act to ensure that the technical prerequisites for operating the Applications and Data Content in question are met. The User may review them under “Connectivity Guide Retail” (in its current version as amended from time to time), which is posted on the Dealer Portal (<https://tasp.daimlertruck.com/>) as well as on the “Service Information Mercedes-Benz Trucks Portal” (<https://service-info.mercedes-benz-trucks.com/>). When using Applications and Data Content with increased security requirements, the User undertakes to apply the respective measures prescribed by Daimler Truck AG to increase the security of user data and applications. These include measures such as a mandatory identification process as the basis for certain access rights and multi-factor authentication during the login process. Further appropriate security measures may be introduced at any time.
- 1.8 If the User utilizes Dealer Portal to enter his free timeslots and other offerings into “*Produktkatalog*”, Daimler Truck AG is entitled to record these and to evaluate them for statistics for the purposes referred to in sec 13.2.

2. Parties and General Terms and Conditions of Business

- 2.1 These GTCs shall apply to the Users of the Applications and Data Content within the meaning of sec. 1.1, 2nd sentence. The respective current version of the GTC is available on the Internet at <https://daimlertruck-diagnostics.arvato-digital.com/>. Upon request, the User will be sent the current version.
- 2.2 The User’s general terms and conditions of business shall not be deemed incorporated into the parties’ contract, even if Daimler Truck AG does not object to them.

3. Rights of use, contractual penalties and third-party intellectual property

- 3.1 The Applications and Data Content are intended for the sole use by each of the Users within the meaning of sec. 1.1, sentence 2. Daimler Truck AG grants these Users a simple, non-exclusive and non-transferable right of use (*Nutzungsrecht*) that allows the User to exploit the Applications and Data Content only for its own purposes, i.e. for servicing of vehicles that are physically located either at User’s workshop location or at User’s other location equipped with User’s hardware

DAIMLER TRUCK

General Terms and Conditions regarding the Use of Applications and Data Content – provided by Daimler Truck AG – for After-Sales (hereinafter the “GTCs”)

with corresponding Applications and Data Content. For avoidance of doubt, User shall not use or provide usage of the Applications and Data Content via any remote, out-of-workshop access to any other users or customers.

Daimler Truck vehicles fitted with remote diagnosis by the manufacturer are not affected by the provision contained in preceding sentence, if the manufacturer's remote process is applied.

In addition, Sec. 3.2 remains unaffected thereby.

- 3.2 If the User is a foreign Daimler Truck Group national sales company or a foreign general agent for Mercedes-Benz, Setra, Freightliner and BharatBenz or other brands of Daimler Truck AG, then the User will be authorized resp. obliged to grant the authorized service partners for Mercedes-Benz, Setra, Freightliner and BharatBenz or other brands of Daimler Truck AG as well as the independent service provider (ISP) within its territory a contractual right of use in order to exploit the Applications and Data Content for their own purposes. **The foreign Daimler Truck Group national sales company or the foreign general agent, respectively, each undertake in this connection that they shall enter into relevant agreements of their own concerning the use of the Applications and Data Content.**

In addition, the foreign Daimler Truck Group national sales company or the foreign general agent for Mercedes-Benz, Setra, Freightliner and BharatBenz or other brands of Daimler Truck AG is obligated to report the names of employees authorized to place orders at the end of each calendar year and/or of new employees authorized to place orders immediately to Daimler Truck AG in order to ensure an up-to-date status.

- 3.3 Notwithstanding secs. 3.1 and 3.2, all other rights to the Applications and Data Content, including subsequent upgrades and enhancements thereto, shall be retained by Daimler Truck AG/by the original software supplier.

- 3.4 Unless otherwise authorized by Daimler Truck AG the following shall apply: The creation of any copies whatsoever of the Applications and Data Content is not permitted; similarly, not permitted is the processing and editing of the Applications and Data Content by the User or by third parties authorized by the User. This rule also relates to publications made under another name.

The provided Applications allow it to display individual Data Content via the search masks. For the purpose of permanent availability, such individual Data Content may also be printed out. The User hereby undertakes that it shall use the Applications and Data Content exclusively in its business for purposes of supporting its clients' vehicles and shall not disclose them to third parties (whether in whole or in excerpts) or make them available to such parties. Any automated retrieval via scripts or systematic copying or the like is not allowed. To the extent permitted by law, the User shall also impose these obligations on its staff. Sec. 3.2 shall remain unaffected thereby.

- 3.5 § 69d para. 2 and 3 as well as § 87e of the German Copyright Act (*Urheberrechtsgesetz*) shall remain unaffected by sec. 3.4.

- 3.6 Upon request of Daimler Truck AG, the User shall produce evidence of compliance with the rules governing the rights of use under this agreement.

- 3.7 Any data storage media, documentation and electronic copies that are no longer required must be duly destroyed in accordance with the Waste Disposal Directive in force at that location. With respect to device and server installations, action must be taken to ensure that it is not possible for anyone to gain unauthorized access thereto.

- 3.8 In the event that the Applications and Data Content fall into the hands of third parties, whether this is because the User or the User's employee has disclosed them without authorization or has failed to secure them from access to third parties, the User shall owe liquidated damages (*pauschalierten Schadenersatz*) of EUR 25,000.00 for each breach. In each case, the User shall remain entitled to produce evidence that no losses or a lesser amount of loss was incurred, and similarly, Daimler Truck AG will be entitled to prove that it has incurred a greater amount of losses.

- 3.9 If and to the extent that individual Applications and Data Content such as the offline version of the Parts Information (e.g. in the form of a DVD, see Sec. 1.4) are no longer offered or made available, especially not in an updated version, the use of the respective versions of the Applications and Data Content shall no longer be permitted and must be discontinued. Any data storage media, documentations and electronic copies shall be deleted and destroyed. Sec. 3.7 shall apply accordingly.

- 3.10 Components of the Applications and Data Content that are software may include Free and Open Source Software (hereinafter collectively referred to as "**FOSS**") components. Information regarding the specific FOSS components - in particular those that must be disclosed in the context of component use - is integrated into the Applications and Data Content or otherwise transmitted with the Applications and Data Content. The User of the Applications and Data Content is aware that FOSS licenses can have an effect between the rights holders of the FOSS components and the User of the component and that certain actions in connection with a FOSS component require the User's consent to the applicable FOSS licenses.

General Terms and Conditions regarding the Use of Applications and Data Content – provided by Daimler Truck AG – for After-Sales (hereinafter the “GTCs”)

The User is aware that software with FOSS components is not free of third party rights.

Daimler Truck AG does not consciously or implicitly grant any rights or licenses to patents with regard to FOSS, unless Daimler Truck AG is obligated to do so under the terms of a FOSS license.

Insofar as a clause of these General Terms and Conditions conflicts with a FOSS license of a FOSS component built into the Applications and Data Content, the FOSS license shall take precedence with respect to the FOSS component.

4. Registration

4.1 In connection with the order processing for Applications and Data Content, the User shall forward to Daimler Truck AG or the SO the information that is required in order to provide access to the Applications and Data Content.

4.2 Upon dispatch of the access license (“StartKey“ or username/password), the order will be deemed to have been accepted.

4.3 Access to the Applications and Data Content is subject to the following conditions:

- the User must place a binding order for access authorization, and
- when placing the order, the User must indicate the scope to which the Applications and Data Content is required.

4.4 The access data provided by Daimler Truck AG for the use of the Applications and Data Content (personalized identity (user ID) and passwords) are intended exclusively for use by the authorized Users and their employees as defined in sec. 1.1 sentence 2. Use of the access data as a group user or workshop user is not permitted. Any disclosure of the access data to third parties, even if they belong to the authorized User group as defined in sec. 1.1 sentence 2, is not permitted. The User undertakes to use the access data provided to him exclusively for the Applications and Data Content officially provided by Daimler Truck AG in his business for the purpose of servicing the vehicles of his clientele and not to knowingly or unknowingly pass it on to third parties or make it accessible to them. Passing on the access data shall be deemed misuse. The use of access data in Applications and Data Content not provided by Daimler Truck AG is not permitted (e.g. illegally acquired software). The User is responsible for maintaining the confidentiality of personal access data and must prevent its misuse. If the authorized User or his employees become aware of the misuse of access data, Daimler Truck AG must be informed immediately: <https://retailsupport.daimlertruck.com/aftersales>. This shall also apply if hardware with installed software was stolen or otherwise misused. Daimler Truck AG is entitled to immediately block the access data and the Applications and Data Content in the event of misuse. As described in sec. 13 of these GTC, data and access are monitored as part of product monitoring and security in order to counteract misuse.

5. Support for Applications and Data Content

5.1 A right to claim support in the use of Applications and Data Content shall continue as long as the agreement is in force, and only where the data status is up to date. Data status for Daimler Truck Diagnostics Software shall be deemed up to date if one of the last two Updates provided by Daimler Truck AG has been installed locally on the Daimler Truck Diagnostics Hardware. An updated data status for all other Applications and Data Content is deemed to exist if online access to central servers is available.

5.2 Where Applications and Data Content are installed on the User’s own hardware, the User shall have a right to claim support solely relating to Daimler Truck AG’s Applications and Data Content, provided that the minimum requirements (which may be viewed acc. to sec. 1.7) to the User’s own hardware have been satisfied and where, in the case of online access, a standard virus scanner is active. Users of the Applications and Data Content by means of their own hardware must ensure that the virus scanner is regularly updated and that the Windows operating system is regularly supplied with updates. To the extent required in technical terms, support shall be provided for the Applications and Data Content only after a recovery (data recovery, reset of system [= User’s own hardware] to its status at the time of delivery), pursuant to which software and data specific to the User could be deleted. The User shall have no further rights to claim support.

5.3 Regular service hours for Telephone Support are from 8am to 6pm Central European Time (CET; “Service Hours”). Support requests submitted via the provided ticketing systems will be handled and executed during the Service Hours. Outside these Service Hours support, requests will usually not be answered or handled.

6. Formation and alteration of contract

6.1 The User shall be bound by its order for 14 days. The User hereby waives the declaration of acceptance of its order. The contract shall be formed upon activation and transmission of the access right credentials for the Applications and Data Content.

6.2 The Applications and Data Content are provided in the form and for as long as they are used by Daimler Truck AG or are available to Daimler Truck AG. Due to the constant further development of the respective systems and system landscapes, the Applications and Data Content provided may change in this respect during the period of use, whereby Daimler Truck AG shall provide appropriate compensating measures to the Users in the event of significant changes. Further claims shall be excluded.

DAIMLER TRUCK

General Terms and Conditions regarding the Use of Applications and Data Content – provided by Daimler Truck AG – for After-Sales (hereinafter the “GTCs”)

6.3 Notwithstanding Sec. 6.2, Daimler Truck AG shall be entitled to change these GTC.

If there is a provision in a separate contract for the dynamic inclusion of the current version of these GTC, this shall take precedence.

In all other cases, Daimler Truck will inform Users of the intended changes in textual form (e.g. e-mail) six (6) weeks in advance. If the User does not object to the changes in textual form within four (4) weeks after receipt of the respective change notice, the changes shall be deemed accepted and mutually changed with expiration of the above-mentioned period of six (6) weeks and unopposed continuation of use of the services. Should the User object to the changes, both Daimler Truck AG and the User shall have the right to terminate these GTC or the corresponding order with a notice period of four (4) weeks. Daimler Truck AG undertakes to inform the User of the effect of silence or non-objection when informing of the changes. Sec. 8.6 shall remain unaffected.

7. Contract term and termination

7.1 With respect to Applications and Data Content with online access for the Dealer Portal components Order Management with Order View, Information View and Fleet View including the (integrated) applications Parts Information, Operation Time, Workshop Information, Damage Code, Workshop Solutions, as well as Maintenance Documentation, Package System and to central servers, the contract has no fixed expiration date but does have a minimum term of 12 months after which the contract may be terminated at any time in textual form to the end of the quarter.

7.2 Notwithstanding the foregoing, the contract shall have a term of 42 months for Daimler Truck Diagnostics Software on purchased Daimler Truck Diagnostics Hardware.

7.3 A contract term of 42 months shall apply to the procurement of Daimler Truck Diagnostics Software on the User's own hardware (such as own laptop) if the hardware is combined with hardware components of Daimler Truck AG (Multiplexer). The software products „DT Diagnostics for IMO” and “DT Platform Independent Diagnostics” are excluded – for these software products, a contract term of 12 months shall apply.
If hardware components of Daimler Truck AG (Multiplexer) are not in use, the contract term of 12 months shall apply.

7.4 The contract terms specified in sec. 7.2 and 7.3 can be repeatedly extended or renewed by the User for a further 12 months at a charge. Any warranty and guarantee claims for Daimler Truck Diagnostics Hardware remain unaffected by this and are not extended. The User is informed that the Daimler Truck Diagnostics Software may not be usable or may no longer be fully usable on outdated hardware. The User is responsible for the compatibility of the hardware used and bears the risk of a defect in the hardware during the extended contract term. In this case, the User may not claim a transfer of the Daimler Truck Diagnostics Software to other hardware and is not entitled to reimbursement for remuneration already paid.

7.5 If the Applications and Data Content are no longer used or distributed by Daimler Truck AG in the form or to the extent (e.g. certain data packages of individual lines of business) or are no longer available to Daimler Truck AG, the contract may be terminated by Daimler Truck AG in textual form with a notice period of six (6) weeks prior to the expiry of the respective contract terms or minimum terms, notwithstanding sec. 7.1 - 7.4.

7.6 The contract may be terminated without notice in textual form by Daimler Truck AG if there is good cause (*aus wichtigem Grund*). Good cause shall include, *inter alia*, situations in which the User

- copies, produces or causes to be produced the Applications and Data Content without authorization,
- discloses the Applications and Data Content to third parties without authorization,
- uses its own hardware or Daimler Truck Diagnostics Hardware which does not satisfy the technical requirements for operating the Applications and Data Content in question pursuant to secs. 1.6 and 5 hereof, and/or this Daimler Truck Diagnostics Hardware is no longer supported by Daimler Truck AG,
- is insolvent,
- discontinues its business operations with or without a successor,
- no longer belongs to the authorized group of Users within the meaning of sec. 1.1, 2nd sentence or changes role within this authorized group,
- fails to pay the compensation when due and after receiving a dunning notice.

7.7 The User is advised that, after the end of this Agreement and irrespective of the grounds thereof, the User shall have no claim for a so-called “Software Freeze”.

8. Compensation and payment

8.1 The costs of the Applications and Data Content and of regular Updates (online via the Daimler Truck Diagnostics Update Service or mailed on data storage media, e.g. on DVDs, Blu-Ray discs), including the specific national taxes and customs duties related there, shall be borne by the User. The costs shall be calculated in line with the price lists and are to be paid

DAIMLER TRUCK

General Terms and Conditions regarding the Use of Applications and Data Content – provided by Daimler Truck AG – for After-Sales (hereinafter the “GTCs”)

electronically. The costs shall be invoiced generally on a quarterly basis unless other invoicing terms have been agreed. The applicable price lists for independent service provider (ISP) are uploaded to the Service Information Mercedes-Benz Trucks Portal for the User.

Unless otherwise agreed all payments shall be made at the payment date shown on the invoice (“Due Date”). Payment shall be deemed made when it has been credited to the account quoted by Daimler Truck AG. User shall promptly obtain and continuously maintain any governmental or other approvals required to effect any payments to Daimler Truck AG and settle all necessary taxes and surcharge payments.

All banking charges and fees shall be borne by the User.

In the event of delay in any payment, Daimler Truck AG shall be entitled to claim damages by charging interests at a rate on the amount due for the period of delay as specified by applicable laws. That amount may be increased if Daimler Truck AG is able to prove greater damage, or reduced if User can prove that the damage is lower. Delay in payment of more than 60 days from the Due Date of the invoice will constitute a gross breach of contract.

The User must pay the agreed remuneration for the access authorisations ordered, irrespective of whether the Applications and Data Content will actually be used with the ordered number of access authorisations or not.

- 8.2 The prices as indicated and agreed are net prices quoted without VAT, stated in euros and may in each case be increased by the amount of the national VAT that is applicable or by any other indirect taxes, if neither a tax exemption nor a zero rate or reverse charge procedure is applicable. In respect thereof, the User shall support Daimler Truck AG in obtaining shipment and transport documentation in order to ensure its ability to invoice on a VAT-exempt basis for cross-border delivery of goods (e.g. DVD), provided that the other prerequisites thereto are met. In case VAT or any other indirect taxes (such as service tax, business tax, consumption tax, etc.) may be due in the other country, such taxes will be borne by the recipient of the service in addition to the agreed net price.

A recipient of services, who resides the EU, shall indicate the valid VAT identification number (VAT ID no.) issued to it in its country of residence or, in cases of procurement of services by the permanent branch office, the VAT ID no. of the EU Member State for the recipient’s permanent branch office.

- 8.3 If the User fails in a timely manner to pay the compensation owed, then it shall be deemed in default following the first dunning notice.
- 8.4 Daimler Truck AG reserves the right to withhold/reduce the services, which it owes, until the User has paid its invoice and, where applicable, to terminate the contractual relationship with that User.
- 8.5 Users may exercise a right of set-off against claims of Daimler Truck AG only if the User’s counterclaim is undisputed or has been adjudicated with *res judicata* effect. The foregoing shall not apply to counterclaims of the User based on the same contract. The User may only exercise a right of retention if it is based on claims from the same contract.
- 8.6 Daimler Truck AG reserves the right to make price changes, even within existing agreements. Daimler Truck reserves the right to increase or reduce the indicated prices annually in the same proportion as the cost bases which are relevant for the price change (in particular IT operating costs, IT development costs) have changed after the date of conclusion of the agreement or after the date of the last price adjustment. If the prices are increased, then the User will have the right to terminate the agreement in textual form within 14 days from the date it receives the change notice. After that period, the price change will be deemed to have been accepted by the User.

9. Tax clause

- 9.1 Daimler Truck AG and the User agree to take any and all action to reduce or eliminate any taxes that could be imposed in connection with this contract, to the extent such a reduction or elimination is possible in accordance with national laws and regulations and - to the extent it exists - in accordance with the applicable treaty for the avoidance of double taxation with regard to taxes on income and property between the User and the Federal Republic of Germany (“Convention”).
- 9.2 Any and all taxes and levies that are incurred in connection with the User’s payments and that are imposed on Daimler Truck AG by the German tax authorities shall be borne by Daimler Truck AG. Any and all taxes and levies that are imposed or are owed in the respective country in connection with the User’s payments shall be borne by the User. The foregoing sentence shall not apply to taxes on income that are imposed or withheld in accordance with national laws and regulations or pursuant to the Convention (to the extent it exists).

DAIMLER TRUCK

General Terms and Conditions regarding the Use of Applications and Data Content – provided by Daimler Truck AG – for After-Sales (hereinafter the “GTCs”)

- 9.3 If the User is obligated under the national laws and regulations and under the Convention (to the extent it exists) to withhold taxes on payments made under this contract, then the User shall take any and all action within its possibilities to ensure that the payment made to Daimler Truck AG will be taxed as of the time of the payment at the reduced withholding tax rate under the Convention (to the extent it exists) or under the national laws and regulations.
- 9.4 If the User is obligated to withhold and remit taxes on the payments under this contract, then the User shall without undue delay send to Daimler Truck AG the original withholding tax receipts generated by the national tax authorities and all other documents that show Daimler Truck AG as taxpayer, the amount of the tax payment, the tax code and the regulatory provision on which the tax payment is based, the tax rate or the assessment bases underlying the tax payment as well as the date of the tax payment. A copy of the documents should be sent to the following e-mail address: withholdingtax@daimlertruck.com.
- 9.5 If the withholding tax receipts generated by the tax authorities and the documents are issued in a language other than German or English, then the User represents that it is prepared, at the request of Daimler Truck AG, to procure at its own expense a translation of the documents into German or English and to have the accuracy of the translations certified either through an official (*amtlich*) or a civil law notary.
- 10. Security warning**
- 10.1 The User must stringently comply with all warning notices and safety-related information disclosures as well as User disclosures that are communicated in the respective Applications and Data Content. The User will be liable for any damages caused by a violation of the foregoing mandate.
- 10.2 Any subsequent supplements or developments to the delivered Applications and Data Content must be observed unconditionally.
- 10.3 The User must always keep the Applications and Data Content on an up-to-date data status. Pursuant to secs. 5.1, sentences 2 and 3, an up-to-date data status exists.
- 11. Liability**
- 11.1 The Applications and Data Content also contain links to other websites. Daimler Truck AG would like to note that it has no influence on the structure or content of the pages to which the links are connected. Consequently, no guarantee can be given with regard to the currentness, correctness, completeness or quality of the information made available on those sites. Based on the foregoing, Daimler Truck AG hereby distances itself from all content on these linked pages. This declaration applies to all links that are contained in Applications and Data Content and that lead to external sites and the content thereof.
- 11.2 It is the User's responsibility to check and ensure that the use of the applications and data content does not cause any damage to any workshop infrastructure. If Daimler Truck AG provides the Applications and Data Content to the User operation in accordance with the contract, Daimler Truck AG shall not be responsible for corresponding damages.
- 11.3 If Daimler Truck AG must compensate for damages based on the statutory provisions and if such damages were caused by simple negligence (*leichte Fahrlässigkeit*), then Daimler Truck AG's liability shall be limited as follows:
- The liability will arise only when there has been a breach of material contractual duties, such as those that the contract seeks to impose on Daimler Truck AG based on its content and purpose or the fulfillment of which cannot even arise unless or until the contract is duly performed and upon which the User can and should be able to routinely rely. This liability is limited to typical damages that were foreseeable at the time the contract was concluded. The personal liability of the legal representatives, vicarious agents and employees of Daimler Truck AG for damages caused by simple negligence is excluded.
- 11.4 The aforementioned limitation of liability and the aforementioned exclusion of liability shall not apply to damages resulting from a grossly negligent or intentional breach of duties by Daimler Truck AG, its legal representative or its vicarious agent or in the event of death, personal injury or damage to health. In such cases, Daimler Truck AG shall be liable in accordance with the statutory provisions.
- 11.5 Irrespective of any fault on the part of Daimler Truck AG, Daimler Truck AG shall remain liable for any fraudulent concealment of a defect, for the issuance of a guarantee or for a procurement risk and shall remain liable as prescribed under the Product Liability Act.
- 11.6 In the event of system failures of the Applications and Data Content, Daimler Truck AG shall not be liable for any damage (including damage due to loss of business profits, interruption of operations, loss of business or other loss of assets) unless

DAIMLER TRUCK

General Terms and Conditions regarding the Use of Applications and Data Content – provided by Daimler Truck AG – for After-Sales (hereinafter the “GTCs”)

caused by intent or gross negligence on the part of Daimler Truck AG. Secs. 11.4 and 11.5 shall apply mutatis mutandis, so that Daimler Truck AG shall continue to be liable in these cases in accordance with the statutory provisions.

- 11.7 Daimler Truck AG shall also only be liable for the loss of data to the extent that the respective User has ensured by standard procedures that the data can be restored with reasonable effort. This includes in particular proper and regular data backups by the User. This does not apply where data backup is an agreed obligation of Daimler Truck AG.
- 11.8 Insofar as tenancy law applies within the scope of the services owed, § 536 a I 1. Alt. BGB shall be excluded.
- 11.9 Provision and use of the Applications and Data Content as well as its support services may also be subject to certain restrictions, interruptions and/or inaccuracies beyond the control of Daimler Truck AG, which might be caused in particular by force majeure events, including strikes, epidemics, lockouts, natural catastrophes, orders by the authorities, or result from technical or other measures or occurrences (e.g., lack of internet access, repairs, maintenance, software updates and enhancements) that need to be carried out on systems of Daimler Truck AG.
- 12. Data protection**
- 12.1 Corporate and personal data of the User shall be treated as confidential in accordance with the applicable data protection laws, except that the SOs have the right to forward the User's billing data to Daimler Truck AG. Upon request, the User will receive information about the data stored with the SOs and with Daimler Truck AG, and may correct, delete or block this information, if necessary.
- 12.2 Further information on how personal data of the User, its employees and/or concerned customers is processed hereunder, will be made available separately and/or within the Dealer Portal. Users have to ensure that concerned data subjects (e.g. customers) are informed in accordance with the applicable legal requirements and the information on the collection and processing of personal data as provided by Daimler Truck AG from time to time.
- 12.3 Such information is to be provided to data subjects in paper form and prior to commencing with the collection and processing of personal data which has to be ensured by Users respectively.
- 12.4 Upon request, Users will provide Daimler Truck AG corresponding evidence.
- 12.5 In order to comply with applicable data protection requirements, Daimler Truck AG and the User also agree to be bound by the provisions of the Data Protection Agreement insofar as such an agreement is provided by Daimler Truck AG.
- 12.6 Daimler Truck AG reserves the right to contact the Users for the purpose of information, conducting satisfaction surveys as well as market and opinion research on products and services in the after-sales sector (in particular of the Truck After-Sales Portal product family) of Daimler Truck AG as well as its own national sales companies, general agents or comparable partners by e-mail, telephone, fax or comparable electronic means of communication. Contact can be established in Daimler Truck AG's name or in the name of such national sales companies or general agents as well as comparable partners. Such communication can be objected to at any time by notifying Daimler Truck AG (if necessary also by using appropriate opt-out functions in the respective means of communication). Information on the handling of personal data can be found in the separately provided Privacy Notice for the use of Truck After-Sales Portal Services.
- 12.7 In connection with Truck After-Sales Portal Services Daimler Truck AG may prepare statistical reports on the usage of global templates and communication channels. This statistical evaluation is carried out anonymously without reference to the User and does not contain any information about the free-text content of the messages. Daimler Truck AG will use such statistical reports in order to optimize and continually improve the Truck After-Sales Portal Services and to help evaluate improvement proposals.
- 13. Data transmission**
- 13.1 In connection with the use of Daimler Truck Diagnostics Software (e.g. on Daimler Truck Diagnostics Hardware or on User's own hardware), the technical data, which is recorded in log files during the diagnosis meetings, will be transmitted to, and stored at, Daimler Truck AG. The User shall make necessary arrangements with the customers as well as inform the customers sufficiently according to the agreed upon processes to facilitate the data transmissions to Daimler Truck AG as described in these GTC and within the relevant Privacy Notice as provided separately. The User shall inform Daimler Truck AG if under local law outside of Germany a separate consent of the customer is necessary for the data transmissions and will coordinate with Daimler Truck AG in meeting any necessary measures to facilitate the respective transmission to and use of the data by Daimler Truck AG.
- 13.2 Such data is used for analysis and statistics in order to optimize and continually improve the vehicles, the Applications and the Data Content and the support as well as for quality management, product monitoring and security (for example, vehicle parts and components stress data) and are used for control (checking) purposes when abuse is suspected.

DAIMLER TRUCK

General Terms and Conditions regarding the Use of Applications and Data Content – provided by Daimler Truck AG – for After-Sales (hereinafter the “GTCs”)

13.3 The repair garage-related data about the registered User and the application and data volumes that were approved for use are transmitted to, and stored at, Daimler Truck AG *via* the User reporting. This is carried out without creating any inferences regarding actual usage. The data thereby compiled serve to generate and verify a proper billing settlement and are used for statistical purposes. In justified cases, a User reporting can be extracted by Daimler Truck AG on behalf of a foreign Daimler Truck Group national sales company or a foreign general agent for Mercedes-Benz, Setra, Freightliner and BharatBenz or other brands of Daimler Truck AG and placed at their disposal for purposes of traceability of accounts. In the event of further processing, the foreign Daimler Truck Group national sales company or the foreign general agent for Mercedes-Benz, Setra, Freightliner and BharatBenz or other brands of Daimler Truck AG shall comply with applicable data protection regulations.

14. Compliance with applicable laws

14.1 The User and Daimler Truck AG agree to comply with all applicable laws, rules, regulations and product requirements affecting the User and Daimler Truck AG's performance under the terms of this contract, carrying the force of law including, without limitation, those of their respective state of incorporation or principal place of business, and of the state of operations (collectively referred to as “Applicable Laws”).

14.2 Notwithstanding the above and any further provisions of the contract, the User and Daimler Truck AG confirm that they have adequate procedures in place in order to comply with the Applicable Laws relating to antitrust, anti-corruption, anti-money laundering, sanctions and export control obligations, data protection, the prohibition of child and forced labor, labor rights, occupational health and safety, as well as environmental protection during the term of the contractual relationship between the User and Daimler Truck AG.

14.3 The User and Daimler Truck AG agree to respect all internationally recognized human rights as expressed in the UN International Bill of Human Rights and the ILO's (International Labour Organization) fundamental conventions during the term of their contractual relationship.

14.4 The User and Daimler Truck AG shall ensure through the establishment, implementation, monitoring and active enforcement of pertinent policies, procedures and measures including, without limitation, the keeping of accurate books and records, that there is continuous and full compliance with all of the provisions in this sec. 14.

14.5 In relation to any Applications and Data Content provided by Daimler Truck AG as well as any software, technology, technical services or services related to such Applications and Data Content, the User shall, and shall procure its affiliates, agencies, shareholders, directors, employees, any entity or individual acting on behalf of or jointly with the User, strictly comply with the export control and sanctions laws, in particular those of the European Union (the EU), Germany and the United States of America (the U.S., altogether: “Export Control and Sanction Laws”).

14.6 The foregoing includes the obligation not to export, re-export, sell, re-sell, or otherwise transfer or re-transfer, directly or indirectly, any Applications and Data Content, as well as any software, technology, technical services or services related to such Applications and Data Content, in whole, in part or in installed state, to a destination for an end-user or to a person subject to an EU or U.S. embargo, an embargo imposed by the Organization for Security and Co-operation in Europe (OSCE), the United Nations (UN) or other EU or U.S. sanctions and export control laws, where that act would be a breach of the terms of that embargo, the respective sanction regulations or export control laws. For the avoidance of doubt, such destinations, include Iran, Democratic Republic of Korea, Syria, Russian Federation, Belarus, and any Russian-occupied region of Ukraine, which are subject to change from time to time upon receipt of notice from Daimler Truck AG.

14.7 The User shall undertake its best efforts to ensure that the purpose of sec. 14.5 and 14.6 is not frustrated by any third parties further down the commercial chain, including by possible resellers. To this end, he will set up appropriate monitoring measures.

14.8 Any violation of sec. 14.5, 14.6 and 14.7 shall constitute a material breach of this agreement. In this case Daimler Truck AG reserves the right to corresponding legal actions and refrain from any further business with the User.

15. Governing law and judicial forum

The place of performance is Stuttgart, and jurisdiction and venue shall lie with the competent courts of Stuttgart. The laws of the Federal Republic of Germany shall apply, to the exclusion of any conflict of law rules. The application of the uniform United Nations (UN) law of sales that is based on the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 shall be excluded.