

GENERAL TERMS AND CONDITIONS FOR VDO FLEET ONLINE SERVICES (ANNEX A)

1. SCOPE OF THE GENERAL TERMS AND CONDITIONS, PARTS OF THE CONTRACT

1.1 CONTINENTAL AFTERMARKET & SERVICES GmbH (hereinafter, "CONTINENTAL") provides its Service "VDO Fleet Online" exclusively based on the following General Terms and Conditions (hereinafter, the "T&C's"). The T&C's together with the respectively applicable price list and the following documents constitute the contractual basis for the provision of **VDO Fleet Online**:

- 1) Online Order / Contract Completion Document [Sheet] for VDO Fleet Online
- 2) General Terms and Conditions for VDO Fleet Online (Annex A)
- 3) (Specific) Service Description VDO Fleet Online (Annex B)
- 4) Data Processing Agreement (DPA) (Annex C)

These documents shall apply for the provision of VDO Fleet Online to direct customers of CONTINENTAL as well as for the provision of VDO Fleet Services to Distributors and/or Resellers (hereinafter collectively referred to as "CUSTOMER"), the latter insofar as no deviating and/or additional conditions are agreed in the respective distribution agreements.

These T&C's including the further documents mentioned above apply only to the Service VDO Fleet Online and not to other VDO Fleet Services from CONTINENTAL. The service VDO Fleet Online hereinafter is also referred to as VDO Fleet Service; however, this refers only to the service VDO Fleet Online.

1.2 If there are any inconsistencies between the documents mentioned in Section 1.1 of this Agreement, the order of priority shall be as follows – exempt where otherwise expressly stated in this Agreement or Annex: (i) Order Form; (ii) Valid Price List; (iii) Specific Country Terms (iv) T&C's; (iv) Service Description VDO Fleet Online, (v) Data Processing Agreement (DPA). Other documents referenced by this Agreement are on the same level of precedence as the part of the Agreement in which they are referenced. **For the avoidance of doubts, the Data Processing Agreement shall take precedence over all other contractual documents mentioned in this Section 1.1 as far as mandatory data protection requirements are affected.**

1.3 General Terms & Conditions of the CUSTOMER are not accepted. This shall also apply if CONTINENTAL provides services without reservation in the knowledge of the CUSTOMER's conflicting general terms and conditions.

2. NON-BINDING NATURE OF ADVERTISING STATEMENTS, CONTRACT CONCLUSION

2.1 Offers, statements and/or information made and/or given by CONTINENTAL in brochures, advertisements and similar items – also with regard to prices – are and remain non-binding and subject to changes without notice unless a binding, specific offer and/or commitment has expressly been made.

2.2 The contract with the CUSTOMER regarding the respective Service of VDO Fleet Online shall enter into effect when the respective Online Order of the CUSTOMER have been explicitly accepted by CONTINENTAL by way of an electronic contract conclusion / Contract Conclusion Sheet (eg docu sign), by an explicit order confirmation of CONTINENTAL and/or a written document properly signed by both contractual partners, but at the latest with the first use of the VDO Fleet Online Service by the CUSTOMER and/or its Users.

3. SUBJECT OF VDO FLEET ONLINE

3.1 **VDO FLEET ONLINE is only available for CUSTOMER located within the European Economic Area and may be provided only within European Economic Area.**

3.2 The subject of the agreed service is the provision of the VDO Fleet Tachograph Management Online Service against payment for the usage by the CUSTOMER on Hosting and/or Cloud Solutions provided by CONTINENTAL and/or third parties on behalf of CONTINENTAL, in particular as Software as a Service (SaaS) and/or Platform as a Services (PaaS). Details are set forth in the Online Order, Section 5 of these T&C's, the Service Description as well as the Data Processing Agreement.

3.3 The telecommunication/data connection between the CUSTOMER's and/or User's IT system and the VDO Fleet Services (e. g. via Internet) as well as the Hard- and/or Software used by the CUSTOMER are not subject of this Agreement and are not provided by CONTINENTAL (see also section 14.4 below). Solely the CUSTOMER and/or

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the user are responsible for that.

4. PROVISION OF HARDWARE (ONBOARD-UNITS)

Upon request, CONTINENTAL will provide the Hardware required for using the VDO Fleet Service for the CUSTOMER's vehicle fleet (e.g., on-board units or electronic tachographs) by purchase or rental. In that case, the following additional conditions shall apply:

4.1 BY PURCHASE

- 4.1.1 When hardware is shipped to the CUSTOMER, the risk of loss shall pass to the CUSTOMER as soon as CONTINENTAL has handed over the delivery to the respective transport person.
- 4.1.2 If the CUSTOMER purchases hardware, CONTINENTAL reserves all proprietary rights until the purchase price has been completely paid. The CUSTOMER shall treat all products or goods provided by CONTINENTAL with all due care until the ownership has passed to it. The CUSTOMER shall immediately notify CONTINENTAL in writing of any seizure, insolvency, damage or loss of the products or goods, as well as any change of ownership or changes in its place of business. The CUSTOMER has the right to use the hardware and to sell it in the normal conduct of its business as long as the CUSTOMER is not in default with its payments.
- 4.1.3 If the hardware is defective in such a way that its use in accordance with this Agreement is not only insignificantly impaired, the CUSTOMER has the right by choice of CONTINENTAL to either repair or replacement (supplementary performance).
- 4.1.4 In the case of a defect, the CUSTOMER has the right to cancel the contract or to claim for a reduction in payment only if it has previously granted CONTINENTAL a reasonable period of time for subsequent performance upon first request and CONTINENTAL refuses subsequent performance or such subsequent performance fails.
- 4.1.5 In case of an insignificant deviation of the performance / hardware, that does not impair the functional capabilities, the CUSTOMER may only demand a reasonable reduction of the remuneration.

4.2 BY RENTAL

- 4.2.1 In the case of a rental, Section 14 shall apply accordingly.

5. PERFORMANCE OBLIGATIONS OF CONTINENTAL

- 5.1 CONTINENTAL provides the CUSTOMER with the VDO Fleet Service subject to these T&C's as Software as a Service or Platform as a Service and makes it accessible for use via a data network (e. g. internet). The Software must be provided on Hosting Servers and/or Cloud Space in such a way that the Software is accessible to the CUSTOMER within the scope of the Service Levels stipulated within the Service Description (e. g. Availability).
- 5.2 As far as agreed, CONTINENTAL is obliged to provide the Hosting space agreed upon in the Order Form for free use to the CUSTOMER. The CUSTOMER is entitled to store data on the Hosting space to which it has access to in connection with the usage of the VDO Fleet Service.
- 5.3 CONTINENTAL is not obliged to provide its services on own servers or own storage space. However, CONTINENTAL is authorized to commission third party service providers or subcontractors including Cloud Providers / Cloud Services.
- 5.4 If requested, CONTINENTAL shall support the CUSTOMER with the implementation of the VDO Fleet Service and shall provide an implementation plan. Such consulting services shall be invoiced separately in accordance with the currently valid price list and/or a separate agreement.
- 5.5 CONTINENTAL shall provide the CUSTOMER with the data and identifications (username, password) required to access the VDO Fleet Service ("Access Data").

6. SOFTWARE, RIGHTS OF USAGE

- 6.1 Limited to the term of this Agreement, CONTINENTAL grants the CUSTOMER non-exclusive usage rights for VDO Fleet Service as Software as a Service and/or Platform as a Service including all necessary rights to access and to make use of the Services agreed upon. If CONTINENTAL provides new versions, updates, upgrades etc. during the term of this Agreement, the above rights shall apply respectively.
- 6.2 The VDO Fleet Service can be accessed via browser or via a client-solution (user interface), the latter CONTINENTAL will provide on request. The CUSTOMER is responsible for the installing and storage of the client-

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solution on its computers.

6.3 As far as the VDO Fleet Service are not CONTINENTAL's own services, CONTINENTAL must ensure that the usage rights to be provided per Section 6 exist. Any restrictions of the usage rights must be disclosed to the CUSTOMER.

7. MAINTENANCE / MONITORING / DATA SECURITY

7.1 CONTINENTAL undertakes to provide constant care and maintenance of the VDO Fleet Service and the respective Hosting Space and/or Cloud Space in accordance with the following provisions. In addition, the service levels described in the "Service Description" with regard to maintenance and troubleshooting shall apply.

7.2 The VDO Fleet Services provided by CONTINENTAL including Hosting- and/or Cloud Services are state of the art. CONTINENTAL is entitled to replace previous versions of the VDO Fleet Service with newly developed versions at any time, in particular, if this is necessary, to adapt the Services to changed legal requirements and/or standards or to adapt it to technical or scientific knowledge; Section 12.2 shall apply accordingly. In the case of third-party software and/or services, CONTINENTAL shall proceed accordingly without undue delay as far as the developer of the software has provided a new development or adaptation to CONTINENTAL.

7.3 CONTINENTAL undertakes to monitor and maintain the VDO Fleet Service including the functionality of the Hosting and/or Cloud Services. The CUSTOMER shall be informed of any errors or malfunctions, which not only insignificantly impair or limit the use of the agreed Services without undue delay; whether warranty and/or defect claims exist in that relation is subject to Section 14.

7.4 CONTINENTAL shall ensure adequate data security measures against loss of data (e.g., in the case of a computer crash) and shall protect its systems against unauthorized access by third parties especially by means of back-ups, virus scanning and installation of firewalls. CONTINENTAL shall provide proof thereof to the CUSTOMER upon request. The CUSTOMER is responsible for compliance with commercial and tax law retention periods.

7.5 The CUSTOMER may download some or all of the data that CONTINENTAL has stored on behalf of the CUSTOMER at any time, or, upon request, CONTINENTAL shall provide the CUSTOMER with a copy of the data stored by the CUSTOMER. The transfer of data can take place - subject to agreement with the CUSTOMER - by handing over a data media or by remote data transmission.

8. TRAINING AND HOTLINE

8.1 CONTINENTAL offers online and/or virtual trainings for the CUSTOMER to make them familiar with the usage of the VDO Fleet Service including the operation of the software etc. If any update of the VDO Fleet Service will lead to a new need for trainings, CONTINENTAL will offer additional training courses covering the new features of the VDO Fleet Service. In each case, training services must be ordered separately by the CUSTOMER.

8.2 CONTINENTAL will provide a technical hotline, which the CUSTOMER can contact via email or telephone. The hotline serves solely to support the CUSTOMER in using the VDO Fleet Service to be provided under the respective Agreement. CUSTOMER requests to the hotline will be processed in the order in which they are received.

9. DATA USAGE, DATA PROTECTION, DATA PROCESSING AGREEMENT (DPA)

9.1 For the provision of VDO Fleet Service, it is necessary to have access to certain data and information provided by (electronic) tachographs. In this respect, please note that different legal requirements may apply to tachograph devices. The legal requirements depend on the region and/or country in which the VDO Fleet Service are intended to be used. The Parties undertake to comply with the regulations in force applicable to the Processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable since 25 May 2018 as well as any other European or national law regarding data protection – to the extent applicable - including its implementing texts. Finally, in Europe, the European Tachograph Regulation (REGULATION (EU) No. 165/2014) is also applicable. The European Regulation stipulates that certain data - in particular geolocation data and data with a personal reference to the driver - may only be read out / transferred for related Services if a valid consent has been granted by the respective driver; such consent will be requested via the tachograph itself. If the driver does not give his/her consent as required by law, VDO Fleet will not be able to access and/or process data, which are required for providing all VDO Fleet Service. In this case, certain VDO Fleet Service may not be available. Please note that other countries outside the

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European Economic Area (EEA) may have different regulations regarding electronic tachographs and related data usages.

- 9.2 Furthermore, CUSTOMERS must be aware that the (subsequent) processing of personal data of drivers, including the processing of such data by CONTINENTAL on behalf of CUSTOMER (carriers, employers and/or other third parties) requires a legal basis, as far as a personal reference to the driver in question can be made. In certain cases, such processing is only permissible with the consent of the driver concerned; in Europe, this shall apply in particular to the use of geolocation data.
- 9.3 **By using the VDO Fleet Service, the CUSTOMER as Controller guarantees that the processing of data required for the provision of the VDO Fleet Service will always be conducted in accordance with the respective data protection laws applicable.**
- 9.4 Insofar as CONTINENTAL processes vehicle and/or driver data in the course of providing the agreed VDO Fleet Service on behalf of the CUSTOMER, its affiliated sales partners or its end customers, the parties agree that this processing shall only be carried out by means of a Data Processing Agreement (DPA) in accordance with Art. 28 GDPR and/or similar applicable data protection requirements / agreements. In order to specify the obligations under data protection law with regard to the intended data processing for the provision of VDO Fleet Service, the Parties shall conclude the "Data Processing Agreement" attached in the Annex, which forms an integral part of this Agreement.
- 9.5 **In the event that CONTINENTAL becomes aware that the processing of the data required for the provision of the VDO Fleet Service is inadmissible and/or unlawful under data protection law and/or that there is reasonable doubt as to the admissibility of the processing under data protection law, CONTINENTAL shall be entitled to suspend the provision of its Services immediately. The suspension shall be limited to the affected service to the extent that it is technically possible and reasonable. Stating the reasons, the CUSTOMER or USER must be informed without undue delay of the suspension and then be requested to remedy the respective breach immediately or to explain and, if necessary, prove the lawfulness of the processing of data.**
- 9.6 **Further on, CONTINENTAL herewith informs that the VDO Fleet Service allow to assess and/or monitor the behavior and driving style of drivers. This could be classified as a behavior and performance-related monitoring of employees subject to co-determination rights in accordance with Works Council Rights or alike. If a works council or comparable employee representation exists, co-determination rights with regard to the use of VDO Fleet may exist under the respective law applicable (e.g. in Germany § 87 (1) No. 6 BetrVG).**
- 9.7 **The limitation of liability under Section 15 does not apply in the case of any violation of this Section 9.5.**

10. DUTIES AND RESPONSIBILITIES OF THE CUSTOMER

- 10.1 The CUSTOMER is responsible for establishing the telecommunication and/or data connection between its IT-Systems and the VDO Fleet Service (e.g., via Internet) as described in Section 3.3; this obligation shall apply respectively to CUSTOMERS providing VDO Fleet Service as Distributors to their own End-Customers.
- 10.2 The CUSTOMER is obliged to ensure that the hard- and/or software used by it, including workstation computers, routers, data communication devices, etc., are in line with the common state-of-the-art and will be maintained and/or updated regularly in accordance with the recommendations of the respective manufacturers; any technical specifications and/or minimum requirements for VDO Fleet Service published by CONTINENTAL shall be complied with.
- 10.3 The CUSTOMER grants CONTINENTAL the right to reproduce the data stored by the CUSTOMER using the VDO Fleet Service to the extent necessary to render the services to be provided under this Agreement. This right includes e.g., the storage of data for back up services. In order to correct problems, CONTINENTAL is also authorized to make changes in the structure or the data format.
- 10.4 The CUSTOMER may allow third parties to use its VDO Fleet Service – in whole or in part –subject to CONTINENTAL's prior consent in text form (§ 126 b BGB, e. g. letter, email). Any commercial distribution and/or wholesale is not permitted, exempt where the CUSTOMER is acting as Distributor and/or Reseller of CONTINENTAL subject to a respective distribution agreement. The CUSTOMER must take precautions against unauthorized access by third parties to the VDO Fleet Service as well as against unauthorized use of user manual etc.

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- 10.5 The CUSTOMER is obliged to maintain confidentiality towards third parties with regard to any access-data and/or user identifications provided by CONTINENTAL and to secure them against any unauthorized access so that any misuse of the data by third parties is excluded. Passwords must be changed at regular intervals. CONTINENTAL must be notified without undue delay through the service hotline about any loss and/or disclosure of any access identification to third parties. CONTINENTAL will then block the access and assign a new user identification to the CUSTOMER. Third parties who use CUSTOMER's VDO Fleet Service including its internet connection with the knowledge and intent of the CUSTOMER are not unauthorized. The CUSTOMER shall remain responsible for all transactions made via its VDO Fleet Account carried out by using its Access Data until CONTINENTAL have been informed / notified about a loss and/or disclosure of its respective access-data.
- 10.6 The CUSTOMER is not permitted to modify, change, copy or decompile software, unless this is permitted by respective applicable law¹.
- 10.7 The CUSTOMER will immediately inform CONTINENTAL of any change in his company name/name, place of residence or business or legal form without undue delay.

11. PAYMENT TERMS, EXCLUSION OF OBJECTIONS

- 11.1 Unless agreed otherwise (e. g. in the Online Order and/or Contract Conclusion Sheet), fees to be paid by the CUSTOMER shall be based on the price list valid at the time of the conclusion of this Agreement and shall be invoiced to the CUSTOMER - in general - on a monthly basis, depending on the agreed payment terms.
- 11.2 Invoices are due for payment within two (2) weeks of receipt. The CUSTOMER may issue a direct debit authorization to CONTINENTAL in order to simplify payments and/or other payment methods accepted by CONTINENTAL.
- 11.3 If the CUSTOMER is in default of payment for more than thirty (30) days, CONTINENTAL reserves the right to suspend the CUSTOMER's access to the VDO Fleet Service after a written demand for payment and the futile expiry of a reasonable grace period. In this case, the CUSTOMER remains obliged to pay the agreed fees in full when due.
- 11.4 The CUSTOMER must raise objections against invoices without undue delay in text form (§ 126 b BGB, e. g. letter, email), at the latest within a period of six weeks after their receipt ("objection period"). Failure to raise objections in due time shall be deemed as acceptance of the respective invoice. CONTINENTAL will expressly inform the CUSTOMER of the consequences of failing to observe the prescribed deadline before the beginning of the respective objection period (e.g., within the invoices).

12. PRICE CHANGES AND OTHER MODIFICATIONS

- 12.1 Price changes / price adjustments
- a) CONTINENTAL is entitled to adjust the remuneration for the VDO Fleet Service during the term of this Agreement at its reasonable discretion (cp. § 315 BGB) in accordance with the following provisions:
CONTINENTAL will notify the CUSTOMER of any increases of the fees in text form (§ 126 b BGB, e. g. letter, email), specifying the respective increase and the date on which it will take effect. The CUSTOMER is entitled to terminate this Agreement with immediate effect within six (6) weeks of receipt of such notification. If the CUSTOMER exercises this right of termination within the prescribed period of six (6) weeks, the increased fees will not become effective, and the Agreement will be terminated. Failure to give notice of termination within the six (6) week period shall be deemed as consent of the CUSTOMER to the increased fees. CONTINENTAL will inform the CUSTOMER separately about its right of termination and the consequences of failing to issue a notice of termination in due time.
- b) In the event that the statutory Value Added Tax rate (VAT) changes, CONTINENTAL is entitled to adjust its remuneration accordingly. In this case, the CUSTOMER has no right of termination in accordance with section a) above.
- 12.2 Other contract amendments / contract modifications

¹ e.g. §§ 69 d, 69 e of the German Copyright Act [Urheberrechtsgesetz]

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CONTINENTAL is entitled to modify the VDO Fleet Service at any time if such modifications are in favor of the Customer and the contractual terms and conditions as well as the remuneration remain unchanged. Furthermore, changes to the VDO Fleet Service are permissible as far as this is objectively reasonable for the customer and the contractual services including the underlying contractual terms and conditions will not be significantly changed, in particular the main contractual obligations remain unchanged; this includes in particular technical improvements and innovations.

All other changes and/or adjustments of the Agreement require - except for price changes / price adjustments according to section 12.1 above - the express consent of the customer in text form - e.g., letter or e-mail).

CONTINENTAL shall inform the Customer in text form - e. g. letter or e-mail) about any changes/adjustments which require the consent of the Customer at least 8 weeks prior to the planned implementation of the respective change/adjustment and ask for express consent in accordance with this section 12.2. Insofar as the customer rejects the changes/adjustments or does not consent, the contractual relationship shall continue unchanged on the basis of the current Agreement including the current terms and conditions. Any failure of the Customer to provide its explicit consent until the announced implementation date of the respective change/adjustment at the latest shall be deemed as refusal of its consent.

In the event that a consent is not granted by the CUSTOMER, CONTINENTAL is entitled to terminate the Agreement by observing a notice period of six (6) months to the end of a calendar month (special termination right).

CONTINENTAL will inform the CUSTOMER about the consequences of failing to declare its consent in due time.

13. TERM, TERMINATION

13.1 The Agreement shall commence upon conclusion of the Agreement pursuant to Section 2.2 and runs for indefinite period of time. The Agreement can be terminated by each of the contracting parties by observing a notice period of one (1) month to the end of a calendar month.

13.2 The right to terminate for good cause [*wichtiger Grund*] with immediate effect remains unaffected. CONTINENTAL shall have a good cause for termination in particular if

- the CUSTOMER is in default with the payment of a substantial amount of the fees to be paid; or
- the CUSTOMER culpably breaches its obligations under the Agreement.

13.3 Terminations must be made in writing to be effective.

13.4 CONTINENTAL is not entitled to a right of retention and/or the statutory lessor's lien with regard to data of the CUSTOMER.

13.5 Upon termination of this Agreement, the CUSTOMER may download the data stored by CONTINENTAL, including the processing results generated in the course of providing VDO Fleet Service to the CUSTOMER, or, upon request, CONTINENTAL will provide a copy of the respective CUSTOMER data.

The data stored on behalf of the CUSTOMER shall be made available for download for a maximum period of three (3) months from the end of the Agreement. After the CUSTOMER has downloaded and/or otherwise received its data, CONTINENTAL is entitled to delete it, unless the CUSTOMER notifies CONTINENTAL within a further period of four (4) weeks after the execution of the data transfer that the data sent are unreadable or incomplete. If the CUSTOMER does not notify CONTINENTAL in time, this will be deemed as consent to the deletion of the data.

CONTINENTAL will inform the CUSTOMER separately about this obligation and the consequences of a failing to notify. Notwithstanding the foregoing, the data will be deleted at the latest at the end of the three-month period, provided that the CUSTOMER has been informed accordingly and provided that no notification as mentioned above has been submitted in time.

14. WARRANTY

14.1 In the event of defects in the VDO Fleet Service, in particular with regard to Hosting and/or Cloud Space and/or the Software as a Services to be provided, CONTINENTAL shall be liable for material defects and defects of title in accordance with the statutory provisions applicable. Material Defect means in particular malfunctions and/or errors, which not only insignificantly impair or limit the use of the agreed Services. The remedy measures, which the CUSTOMER can at least claim under warranty aspects, in particular maintenance and troubleshooting, are

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specified in more detail in the Service Description.

- 14.2 Any liability without fault [*verschuldensunabhängige Haftung*] shall be excluded for defects in the Hosting and/or Cloud Space as well as the VDO Fleet Service provided, which were already present at the time of the contract conclusion (see Section 2.2).
- 14.3 If CONTINENTAL is in default with the initial operational provision of the agreed VDO Fleet Service as specified by the Parties (e. g. within the Order Form), the liability is governed by Section 15. In this case, the CUSTOMER shall be entitled to withdraw from the contract if CONTINENTAL fails to provide the functionalities required to use the VDO Fleet Service in full within a grace period of at least two weeks to be set by the CUSTOMER.
- 14.4 CONTINENTAL is not responsible for the hardware and software used by the customer including any telecommunications, data or internet connection between the customer's IT system and the VDO Fleet Services (see Section 3.2), except in cases where such services are also provided by CONTINENTAL. In addition, CONTINENTAL is not responsible for any errors, defects and/or a non-availability of services which are caused by hardware and/or software of the CUSTOMER, in particular if hard- and/or software is not up-to-date and/or not common state of the art (see also section 10.2).
- 14.5 In the event of defects regarding other services to be provided by CONTINENTAL, the warranty rights shall apply as foreseen by the respective statutory provisions applicable.
- 14.6 CONTINENTAL must be notified of any obvious defects and malfunctions without undue delay, but not later than within two (2) weeks after becoming aware of it. Any non-obvious defects, which become apparent later, must be notified to CONTINENTAL within two (2) weeks after the Customer has noticed them. If the CUSTOMER does not fulfil its obligation to examine the VDO Fleet Service or to object to defects, the Services / Goods provided are deemed accepted, also with regard to the defect concerned.
- 14.7 If CONTINENTAL provides services to remedy defects without being obliged to do so under warranty aspects, CONTINENTAL shall be reimbursed for these services in accordance with its usual rates. This shall apply in particular if a defect is not detectable or if CONTINENTAL is not responsible for the defect, e.g. in the event of a malfunction resulting from the use of unsuitable operating material (hardware, operating system, etc.), incorrect use, incorrect operation, or if the CUSTOMER has made changes and/or modifications in the software or in the setting parameters.

15. LIMITATION OF LIABILITY

Unless otherwise agreed (e.g. within the Order Form), liability shall be governed by the following provisions:

- 15.1 CONTINENTAL is liable for damages, which are intentionally or grossly negligently caused by CONTINENTAL, its legal representatives, employees or agents for purposes of performance.
- 15.2 In the event of a simple or slightly negligent breach of essential contractual obligations ("cardinal obligations" – *Kardinalpflichten*), CONTINENTAL's liability is limited in amount to the damage typically foreseeable at the time of conclusion of the Agreement. An essential contractual obligation exists in the case of obligations whose fulfilment is essential for the proper execution of a contract or on whose compliance the contractual partner has relied or was entitled to rely. Liability for simple or slightly negligent violations of other obligations is excluded.
- 15.3 In the event of a breach of cardinal obligations, the foreseeable damage typical for the contract shall amount to up to EUR 250,000.00 at the maximum.
- 15.4 Statutory liability provisions, such as the unlimited liability for personal injuries, the liability under the Product Liability Act or any liability in the event of violations of applicable data protection law including the provisions of the DPA shall remain unaffected by the above limitation of liability; in these cases, an unlimited liability shall be applicable.
- 15.5 The liability for the loss of data is limited to the usual restoration expenses that would have incurred if regular backup copies had been made, taking into account an appropriate risk management.
- 15.6 The period of limitation [*Verjährungsfrist*] for liability claims is one year, except for claims under Section 15.1 and Section 15.4 for which the statutory periods of limitation shall apply. The period of limitation as provided in sentence 1 begins at the time specified in § 199 para. 1 BGB. It shall begin at the latest at the end of the maximum period set forth in § 199 paras. 3 and 4 BGB.

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15.7 For any content created and/or uploaded to VDO Fleet by the CUSTOMER, CONTINENTAL assumes no responsibility. There is no obligation to check the provided data and/or content for its lawfulness. If the content stored by the CUSTOMER on the Hosting and/or Cloud Space provided by CONTINENTAL contains unlawful contents, the CUSTOMER shall indemnify CONTINENTAL from all claims resulting from this and shall bear the resulting costs; this also includes the costs for legal defense.

16. FINAL PROVISIONS

16.1 This Agreement including its Annexes and Appendices constitutes the entire Agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this Agreement. Any changes and/or modifications to this Agreement require at least text form (§ 126b BGB, e. g. letter, e-mail) to be valid.

16.2 Should a provision be invalid, unenforceable or become invalid or unenforceable in whole or in part, the validity of the remaining provisions shall not be affected.

16.3 The CUSTOMER agrees that CONTINENTAL may at any time transfer its rights and obligations under this contract in whole or in part (contract transfer) to a company affiliated with CONTINENTAL and/or CONTINENTAL AG, Vahrenwalder Straße 9, D-30165 Hannover, Germany. If such a transfer affects the legitimate interests of the CUSTOMER, the CUSTOMER may terminate the contract for the VDO Fleet ONLINE Service without notice on the day the transfer takes effect.

16.4 Any set-off with counterclaims is permissible to the extent that the counterclaims are undisputed or have been finally adjudicated. This also applies to any right of retention.

16.5 The present Agreement is exclusively governed by German law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. Place of jurisdiction for all disputes under or in connection with this contractual relationship is Frankfurt am Main.