

**1. General Provisions**

- 1.1 These General Terms and Conditions („GTC“) shall apply to the performance of all deliverables and services according to section 2 (“Contractual Services“) provided by ZF OPENMATICS s.r.o., with its place of business at Univerzitni 1159/53, 301 00 Pilsen, Czech Republic, („ZF OPENMATICS“) to individuals or legal entities („Customers“), who are acting in practice of their commercial or self-employed business when concluding the agreement („Telematics Contract“), if the GTC form part of the Telematics Contract due to their notification by ZF OPENMATICS to the Customer (together being the “Parties” or a “Party”) before conclusion of the Telematics Contract. Such notification deemed to be effected, if either the GTC are enclosed to an offer, or they are printed in catalogues, advertising or other materials, or the aforementioned documents comprise an express reference that the GTC are displayed in the footer on the webpage of ZF OPENMATICS (www.zf.com/openmatics).
- 1.2 Any deviating contractual terms of the Customer that have not been expressly accepted in writing by ZF OPENMATICS shall not be binding, even if they had been qualified as basis of an order and ZF OPENMATICS has not expressly objected to them.
- 1.3 The Customer will be informed in writing about any modifications of these GTC. The modifications shall be deemed to be accepted, if the Customer of any existing Telematics Contract will not object in writing within six weeks after notification of the modifications. In case of any objection, the already existing GTC shall apply until termination of the Telematics Contract. Any prolongation of an existing Telematics Contract shall be based without exception upon the modified new GTC even if the prolongation has been agreed tacitly.
- 1.4 Insofar a declaration has to be made in writing according to these GTC or the Telematics Contract, such declaration must be signed by a person, who is entitled to represent the respective Party properly, and be transmitted in written form by letter, telefax or email, unless these GTC or the Telematics Contract does not request expressly a specific form or notification.
- 1.5 Offers of ZF OPENMATICS are always subject to change without notice.
- 1.6 Orders of Customers shall only be binding for ZF OPENMATICS, when they are confirmed in writing. The written order confirmation is solely decisive for the kind and scope of the Contractual Services.

2. Contractual Services

- 2.1 Telematics Services For the purposes of the Telematics Contract “Telematics Services” shall mean every service of ZF OPENMATICS in the sector of telematics including any consulting services provided in connection with the acquisition, implementation and use thereof. Telematics is a technology, which links the technology areas telecommunication and informatics through telecommunication systems. Telematics denotes the recording, transmitting, processing and use of traffic and related information (“Telematics Data“) for the purposes of technical and organizational monitoring and control of vehicles and vehicle fleets. Telematics services pursuant to these GTC comprise also services of ZF OPENMATICS performed within the scope of a stationary use of Telematics Systems. Telematics Data will be stored, processed and used in conjunction with servers that are provided by third parties (“Server Operator“) to ZF OPENMATICS for such purposes.
- 2.2 **Telecommunication Services**
 - 2.2.1 For the purposes of the Telematics Contract “Telecommunication Services” shall mean every data transfer services (mobile communications (2G/3G), Wi-Fi/Wi-Max, satellite etc.) provided by legally independent third parties as telecommunication providers (“Network Providers“) that enable the communication between Telematics Systems in vehicles and servers provided on behalf of ZF OPENMATICS.
 - 2.2.2 According to the express written determination in the Telematics Contract either ZF OPENMATICS or the Customer shall be responsible for the supply of Telecommunication Services in the relationship between the Parties. Insofar ZF OPENMATICS has to supply the Telecommunication Services, it may choose at its absolute and sole discretion the technical means, especially for the used technology in telematics hard- and software and infrastructure. ZF OPENMATICS shall be entitled to change the technical means and engaged Network Providers, unless the Customer has a legitimate reason for ZF OPENMATICS to

refrain from doing so. In such cases, the Customer shall accept every necessary installation, update and upgrade of the Telematics System by appointment and shall reasonably assist in the execution of such measures.

2.3 Purchase of Telematics Systems

For the execution of the Telematics Contract the Customer may purchase On Board Units (“Telematics Hardware“) and software installed hereunto for the operation of the Telematics Hardware (“Telematics Software“, establishing together the “Telematics System“) offered by ZF OPENMATICS. Telematics Hard- and Software will be sold without exemption as a whole Telematics System. If the Parties agree in the Telematics Contract that ZF OPENMATICS shall install Telematics Systems, this task has to be qualified as subordinated with regard to the obligation to transfer title of the Telematics Systems to the Customer.

2.4 Rent of Telematics Systems

The Customer may also rent Telematics Systems offered by ZF OPENMATICS for the execution of the Telematics Contract. Telematics Hard- and Software will be rented without exemption as a whole Telematics System.

2.5 Licensing of Application Software

The licensing of software for a specific utilization and analysis of Telematics Data authorized by ZF OPENMATICS (“Application Software“), including any “Basic Application Software“ that has already been installed on the Telematics Systems at the time of delivery due to a respective agreement in the Telematics Contract, shall be governed exclusively by the provisions of the “General Terms and Conditions for Application Software“ of the ZF OPENMATICS Shop (“Shop-GTC“). Such Application Software may also be obtained by the Customer through an Internet application operated by ZF OPENMATICS (“ZF OPENMATICS Shop“) after conclusion of an agreement about the Application Software (“Shop Contract“).

2.6 Development of application software by the Customer

- 2.6.1 ZF OPENMATICS will decide at its absolute and sole discretion, whether and to what extent a Customer may use application software for the specific utilization and analysis of Telematics Data on the Telematics Systems of ZF OPENMATICS that has been developed by the Customer or any third party on behalf of the Customer. Notwithstanding the foregoing, ZF OPENMATICS will not unreasonably withhold its consent for the development and use of such Customer’s application software.
- 2.6.2 The details of such development and use shall be determined by a separate agreement between the Parties. ZF OPENMATICS shall be entitled to apply specific general terms and conditions for the implementation of Customer’s application software. The Customer acknowledges expressly that the authorization for the development and use of such application software will be subject to the compliance with such general terms and conditions for the implementation of Customer’s application software.
- 2.6.3 ZF OPENMATICS shall provide the necessary interface information for the development and use of application software. The right to set the technical definitions and concepts of the interfaces remains without exception with ZF OPENMATICS.
- 2.6.4 The Customer shall be responsible and guarantees that its application software will not infringe any third part rights. ZF OPENMATICS shall not be obligated to check potential infringements.
- 2.6.5 ZF OPENMATICS will not bear any kind of warranty or liability, irrespective due to which legal institute, for a proper operation or for the usability for the intended use of the Customer’s application software. ZF OPENMATICS shall not be obligated to maintain or further develop the Customer’s application software.

3. General requirements for the use of Telematics Systems

- 3.1 The Customer has to comply with the following obligations with regard to a purchase or a rent of Telematics Systems.
 - 3.1.1 Unless any arrangement to the contrary has expressly been concluded in the Telematics Contract, the Customer is obligated that the Telematics Systems shall be integrated in a professional manner. Thereby the Customer or any third party engaged by the Customer is not an

- vicarious agent of ZF OPENMATICS. The costs and risk of integration shall be borne by the Customer.
- 3.1.2 The Customer shall ensure that necessary updates of the Telematics Software, maintenance and service work as well as modifications or enhancements of the Telematics Systems could be executed via telecommunication means or by an authorized service partner of ZF OPENMATICS ("Service Partner"). The incurring costs for the execution of such services shall be borne by the Customer in case of a purchase of the Telematics Systems and by ZF OPENMATICS in case of a rent of the Telematics Systems. The costs for Telecommunication Services shall be borne either by ZF OPENMATICS, if ZF OPENMATICS is obligated to provide such services, or by the Customer in any case he is providing such services. ZF OPENMATICS will inform the Customer at least fourteen days in advance about any measures to be executed by a Service Partner. The Customer shall ensure that such measures will be completed until the date communicated by ZF OPENMATICS. ZF OPENMATICS will not bear any downtime costs of vehicles or facilities.
- 3.1.3 The Customer is obligated to check the Telematics Systems by a Service Partner upon request of ZF OPENMATICS. The costs of the Service Partner shall be borne by ZF OPENMATICS, unless the Customer has caused the examination. ZF OPENMATICS will not bear any downtime costs of vehicles or facilities.
- 3.1.4 Only ZF OPENMATICS or Service Partners are permitted to open Telematics Systems. The opening of the device ("Breach of Seal") by an unauthorized person results in loss of any rights and remedies according to any warranty or guarantee.
- 3.1.5 The Customer may only operate the Telematics Systems for the use of the Telematics Services provided by ZF OPENMATICS. In the event of any infringement, ZF OPENMATICS reserves the right to terminate the Telematics Contract due to section 11.4 with regard to all Telematics Services for all Telematics Systems.
- 3.1.6 With the exception of any order of Application Software through the ZF OPENMATICS Shop, the Customer is not permitted to install any kind of software on the Telematics System. In the event of any infringement, ZF OPENMATICS reserves the right to terminate the Telematics Contract due to section 11.4 with regard to all Telematics Services for all Telematics Systems.
- 3.1.7 The Customer is not permitted to modify Telematics Systems without ZF OPENMATICS' prior written consent. This is particularly applicable to technical modifications, additions and fixtures or the connection with other devices, unless the connection with other devices was intended for the use of Application Software and the connection was explicitly authorized by ZF OPENMATICS.
- 3.1.8 The installation of Telematics Software and Application Software will be executed solely (i) by ZF OPENMATICS via telecommunication means, (ii) by a Service Partner, or (iii) by the Customer either through the ZF OPENMATICS Shop or in particular cases after prior written authorization of ZF OPENMATICS.
- 3.1.9 Furthermore, the Customer is neither permitted to sell, to lend, to rent or to sublicense Telematics-Software installed on Telematics Systems of ZF OPENMATICS to third parties nor to disclose it publicly or make it in any other way publicly accessible. The Customer shall ensure that any person, who is using the Telematics Systems that have been disposed to the Customer, will obey the provisions of this GTC properly.
- 3.2 With regard to Telematics Software the following additional general provisions shall apply.
- 3.2.1 ZF OPENMATICS may, at its absolute and sole discretion, develop the Telematics Software with regard to quality and modernity, adjust it to altered requirements, cure defects and deliver the resulting new versions of the respective software to the Customer. The new program status or up-grades may comprise smaller functional enhancements.
- 3.2.2 ZF OPENMATICS performs its services state of the art and in the interest of all Customers. ZF OPENMATICS will perform its services in accordance with and by the latest program status provided by ZF OPENMATICS.
- 3.2.3 ZF OPENMATICS supports the Customer on a voluntary basis through advice with regard to the use and the avoidance, rectification and bypassing of faults. ZF OPENMATICS is not obligated to provide a certain availability in terms of a hotline support.
- 3.3 With regard to the execution of the Telematics Contract in general the following provisions shall apply.
- 3.3.1 The Customer shall provide unsolicitedly to ZF OPENMATICS any and all information and documents that are necessary for the performance of the Contractual Services.
- 3.3.2 The Customer shall provide free of charge the necessary workroom, equipment, computer time and software, if any services have to be performed in its facilities.
- 4. Additional requirements for the purchase of Telematics Systems**
- 4.1 For the purchase of Telematics Systems the following additional provisions shall apply.
- 4.2 Time of delivery**
- 4.2.1 Delivery periods or dates as delivery time shall only be binding if this has been expressly agreed in writing.
- 4.2.2 ZF OPENMATICS' compliance with the delivery time is contingent upon the resolution of all commercial and technical questions between the Parties and upon Customer's fulfillment of all obligations incumbent upon him - such as obtaining the required certifications or approvals from government agencies or rendering an advance payment or other payments. If this is not the case, the delivery time shall be extended accordingly. This shall not apply if ZF OPENMATICS is responsible for the delay.
- 4.2.3 ZF OPENMATICS shall be deemed to be in compliance with the delivery time if, by the time the delivery time expires, the contractually determined Telematics System(s) comprising the Telematics Hardware, Telematics Software and any Basic Application Software already installed („Deliverables“) have left ZF OPENMATICS' plant or have been reported as being ready for shipping. In cases requiring an acceptance inspection, the date of the acceptance inspection – or alternatively the report of readiness for acceptance – is decisive, except in the event that acceptance is withheld with justification.
- 4.2.4 The delivery time shall be reasonably postponed in the event of actions connected with labor disputes, including but not limited to strikes and lockouts, and in the event of unforeseen obstacles that are not the fault of ZF OPENMATICS – such as instances of force majeure, actions of government agencies, delays in the manufacture of supplied parts not due to fault, interruptions in operations, failure of suppliers to provide services – insofar as such obstacles can be shown to have a significant effect on the manufacture or delivery of the Deliverables. This shall also apply if the circumstances occur with respect to subcontractors. ZF OPENMATICS is not liable for circumstances of this nature even if they occur during an already existing delay. ZF OPENMATICS shall notify the Customer of the beginning and the end of such circumstances as soon as possible.
- 4.2.5 If ZF OPENMATICS is not in compliance with the delivery time and the Customer demonstrates to have suffered a loss as a result of the delay, the Customer shall have the right to demand a lump-sum payment as compensation for damages. This compensation shall be 0.5% for each full week of delay not to exceed 5% in total of the value of that portion of the total Deliverables that cannot be used in a timely manner or in accordance with the Telematics Contract as a result of the delay. The first two weeks of the delay shall not give rise to any claim for delayed delivery compensation. After the maximum delayed-delivery compensation has been reached, the Customer must set a reasonable secondary deadline for ZF OPENMATICS in writing. If this secondary deadline is not met due to reasons for which ZF OPENMATICS is responsible, then the Customer shall have the right to refuse acceptance of the delayed portion of the delivery. If partial acceptance is unreasonable for the Customer in commercial terms, he shall have the right to withdraw from the Telematics Contract and to demand restitution of payments already made in exchange for the return of deliveries already made.
- 4.2.6 If shipping or acceptance of the Deliverables is delayed due to reasons for which the Customer is responsible, he will be invoiced for the costs incurred due to the delay, beginning one month after notification of readiness for shipment or acceptance.
- 4.2.7 If a specific delivery date has been agreed upon instead of a delivery period, this shall be equivalent to the last day of a delivery period. Sections 4. 2. 1 to 4. 2. 6 shall apply accordingly.
- 4.2.8 Apart from those claims expressly cited in section 4.2, the Customer shall have no additional claims against ZF OPENMATICS due to delays

in deliveries or services except as expressly stated in section 10 of these GTC.

4.3 Shipping and transfer of risk

- 4.3.1 Unless expressly otherwise agreed in the Telematics Contract, risk is transferred to the Customer when the Deliverables are dispatched from the plant (EXW), even in the event of partial deliveries or if, as an exception, ZF OPENMATICS has undertaken to provide other services such as freight-paid delivery, installation, or assembly. If an acceptance inspection is required, the risk shall be transferred upon the acceptance inspection. This inspection must take place by the acceptance deadline without delay or alternatively after ZF OPENMATICS has reported that the Deliverables are ready for acceptance. The Customer cannot refuse acceptance if the Deliverables have an insignificant defect.
- 4.3.2 The interpretation of the applied delivery clauses is governed by the Incoterms 2010.
- 4.3.3 Packaging and shipping shall be undertaken in accordance with ZF OPENMATICS' best judgment but with no further liability on the part of ZF OPENMATICS.
- 4.3.4 Unless expressly otherwise agreed in the Telematics Contract, the shipment will be insured, comprising all insurable risks by ZF OPENMATICS only upon Customer's written request and at its expense.
- 4.3.5 If shipping or acceptance is delayed or does not take place as a result of circumstances that are not attributable to ZF OPENMATICS, then risk shall be transferred to the Customer as of the date on which the Deliverables are reported to be ready for shipping or acceptance. ZF OPENMATICS shall have the right, upon unsuccessful expiration of a reasonably period fixed by it, to dispose of the Deliverables otherwise and to execute delivery to the Customer within a reasonably extended period.
- 4.3.6 In the event of any discrepancies arising from shipping, ZF OPENMATICS shall be notified in writing immediately upon receipt of the Deliverables by the Customer.
- 4.3.7 Partial shipments shall be permitted to the extent that they are reasonably acceptable to the Customer

4.4 Reservation of title

- 4.4.1 ZF OPENMATICS reserves title to all Deliverables until payment in full is made – or in the case of payment by check or bill of exchange, until the instrument is cashed – for all of its receivables against the Customer arising from the business relationship ("Reserved Goods"); all deliveries are deemed to be an interrelated delivery transaction. In the case of an open account, the reserved title shall be deemed security for ZF OPENMATICS' balance of receivables.
- 4.4.2 The Customer agrees to participate in measures that serve to protect ZF OPENMATICS' title to the Reserved Goods. In particular, upon formation of the Telematics Contract, the Customer authorizes ZF OPENMATICS to record or to enter a priority notice of the reservation of title – at the Customer's expense – in public registers, books, or the like in accordance with the relevant state laws and to undertake all relevant formalities.
- 4.4.3 During the period of reservation of title, the Customer shall maintain the Reserved Goods and insure them against theft, breakage, fire, water, and all other risks at his own expense for the benefit of ZF OPENMATICS. In addition, the Customer shall take all actions necessary in order to ensure that ZF OPENMATICS' claim to title is neither compromised nor revoked.
- 4.4.4 The Customer shall neither pledge the Reserved Goods nor assign them as security. The Customer must notify ZF OPENMATICS immediately in the event of pledging or seizure or other disposal of the Reserved Goods by a third party. The Customer is only authorized to resell or otherwise use the Reserved Goods within the scope of proper, ordinary course of business, if this has been expressly agreed in the Telematics Contract.
- 4.4.5 In the event that the Customer sells the Reserved Goods, he shall then transfer the receivables against the buyer or third parties that arise from the sale to ZF OPENMATICS, together with all ancillary rights, until ZF OPENMATICS' receivables are discharged in full. The Customer is authorized to collect these receivables even after assignment until this authorization is revoked.
- 4.4.6 For good cause – such as delay in payment, interruption of payment, or significant deterioration of the Customer's asset situation – ZF OPENMATICS shall have the right to revoke the collection authorization, and the Customer shall be required, upon ZF OPENMATICS' request, to notify third-party buyers of the assignment and provide

ZF OPENMATICS with the information and documents required for purposes of asserting its rights.

- 4.4.7 In the event of a breach of contract by the Customer, delay in payment, unauthorized disposal of the Reserved Goods, significant deterioration of the Customer's asset situation, protests against bills of exchange or checks, upon request by the Customer himself or by a third party for the initiation of insolvency proceedings with respect to the Customer's assets, or refusal to initiate such a proceeding due to insufficiency of assets, ZF OPENMATICS has the right to prohibit the processing, use, or sale of the Reserved Goods. In such cases, ZF OPENMATICS is further authorized to take possession of the Reserved Goods and to enter the Customer's business premises for this purpose, to demand relevant information and to inspect the Customer's books to the extent necessary.
- 4.4.8 The demand for return of the Reserved Goods shall constitute withdrawal from the Telematics Contract, but taking back or seizure of the Reserved Goods shall not.
- 4.4.9 Upon Customer's request, ZF OPENMATICS shall release the security hold insofar as its value exceeds that of the receivables to be secured by more than 20% in total.
- 4.4.10 If the Customer or a third party requests the initiation of an insolvency proceeding with respect to the Customer's assets, or if an insolvency proceeding against the Customer is initiated by a court, or if the initiation of such a proceeding is rejected due to insufficiency of assets, ZF OPENMATICS shall have the right to withdraw from the Telematics Contract and to demand that the Reserved Goods will be returned immediately.

5. Additional requirements with regard to the rent of Telematics Systems

- 5.1 With regard to the rent of Telematics Systems the following additional provisions shall apply.
- 5.1.1 Telematics Systems, including all accessories, remain in the possession of ZF OPENMATICS even after their assembling in a vehicle.
- 5.1.2 In the event of loss or damage of a Telematics System, the Customer must inform ZF OPENMATICS immediately.
- 5.1.3 With termination of the Telematics Contract with regard to all or a part of the rented Telematics Systems, the Customer is obligated to return the respective Telematics Systems and documentation surrendered by ZF OPENMATICS in proper condition. Unless expressly otherwise agreed in the Telematics Contract, the Customer bears the costs and risks of the disassembling, packing and return of the Telematics Systems. Upon request of ZF OPENMATICS the Customer shall confirm in writing that no copies of Telematics Software and surrendered documentation exist.
- 5.1.4 The Customer shall insure the delivered Telematics Systems during the contract period against theft, burglary, fire, water and all other risks at own costs and expense. In addition, the Customer will take any measures required to ensure that ZF OPENMATICS' ownership is neither impaired nor revoked.
- 5.1.5 If the Customer sells a Telematics System without the express prior written consent of ZF OPENMATICS, the Customer hereby assigns his claims including any ancillary rights against the buyer or a third party until complete amortization of such claims. The Customer shall be entitled to collect the claims even after the assignment until revocation. The assignment shall not be qualified as consent and ZF OPENMATICS expressly reserves the right to assert claims for damages in case of an unauthorized sale.

6. Remuneration and payment conditions

- 6.1 The Customer shall bear costs and fees that arise from his use of telecommunication services on his own commission by Network Providers according to section 2.2 or from dialing into <http://portal.ZFOPENMATICS.com> via Internet.
- 6.2 Prices, fees and costs for the performance of the Contractual Services, the purchase and rent of Telematics Systems, the licensing of Telematics Software and Basic Application Software and the provision of Telecommunication Services will be agreed upon separately in the Telematics Contract by ZF OPENMATICS and the Customer.
- 6.3 Rise in costs, especially based on higher costs for telecommunication Services due to client's pattern of use, changes of wage agreements, price increases of Network Providers, higher taxes or other extra charges for ZF OPENMATICS, may lead to price increases. ZF

OPENMATICS shall therefore be allowed to raise the remuneration for the Contractual Services.

- 6.4 The Customer will be informed in writing of price increases. These will be deemed approved, if the Customer does not object in writing within six weeks of notification. Both Parties have an extraordinary right of termination according to section 11.4 of these GTC, if the Customer objects to the price increases.
- 6.5 Unless otherwise agreed, all prices are quoted in Euros. All prices are exclusive of any value added tax at the relevant legal rate, which will be added.
- 6.6 Unless otherwise agreed, the prices are based upon delivery or performance ex works exclusive of all costs for travel, freight, postage and insurance.
- 6.7 All payments are to be made net cash and without any discounts free to the ZF OPENMATICS' paying agent within 10 running days, unless otherwise agreed.
- 6.8 Partial deliveries of purchased or rented Telematics Systems will be invoiced immediately.
- 6.9 ZF OPENMATICS can offset all of its claims against the Customer against all claims to which the Customer is entitled against ZF OPENMATICS.
- 6.10 Bills of exchange and checks are accepted only by way of provisional performance. They shall not be deemed payment until they are cashed. Discount charges and bill-of-exchange charges are the responsibility of the Customer and must be paid by him immediately. ZF OPENMATICS expressly reserves the right to decline bills of exchange. ZF OPENMATICS is not liable for timely submission, protestation, notification and return of bills of exchange in the event that they are not cashed.
- 6.11 In the event of non-compliance with the agreed-upon payment deadlines, ZF OPENMATICS can demand – without the necessity of a special warning and while still reserving the right to assert additional rights – late-payment interest in the amount of 8%.
- 6.12 The Customer shall only be entitled to withhold payments, or offset them against counterclaims, insofar as the counterclaims are undisputed or have been determined by final judicial decisions.
- 6.13 Delays in payment or endangerment of ZF OPENMATICS' receivables due to deterioration of the Customer's creditworthiness shall entitle ZF OPENMATICS to demand immediate payment of, or security for, all of its existing receivables arising from the business relationship, independent of the term of any bills of exchange. In such cases, ZF OPENMATICS has the right to require payment in advance or security for any outstanding deliveries.
- 6.14 The Customer permits ZF OPENMATICS to gather information about the credit status prior to conclusion of the contract and during the contract period and agrees that companies that examine the credit status may provide information about the solvency of the Customer to ZF OPENMATICS.

7. Licensing Conditions, copyright

7.1 Telematics Software

- 7.1.1 Telematics Systems operate with different software applications. Such software applications may be permanently installed on Telematics Systems upon the basis of license agreements with the owner of the software and placed at the disposal of the Customers. The Customers are entitled to use the software applications only for the operation of the Telematics Systems in its original configuration as delivered by ZF OPENMATICS.
- 7.1.2 Individual software applications of Telematics Systems may be subject to terms of a third party license or so-called open source license terms (together "Licensing Conditions") and ZF OPENMATICS may be obligated to pass on these Licensing Conditions to the Customer. ZF OPENMATICS shall notify the Customer about possible applicable Licensing Conditions and make them available in a suitable manner, for example as downloads. The Licensing Conditions that are valid at the time of conclusion of the Telematics Contract are available under <http://portal.ZF.OPENMATICS.com>. In case of a conflict between these GTC and the Licensing Conditions the latter ones shall prevail.
- 7.1.3 Insofar as ZF OPENMATICS is obligated to make available the source codes of software contained in the Telematics Systems to the Customer

due to Licensing Conditions, ZF OPENMATICS will surrender them in an appropriate form upon Customer's written request.

- 7.1.4 The Customer is obligated to accept and respect the Licensing Conditions during the contract period.
- 7.1.5 Unless otherwise expressly stated in these GTC or in the Licensing Conditions for the concerned components, the Customer shall copy, edit and translate the supplied software or convert the object code into the source code of the software only to the extent legally permitted. The Customer is obligated not to remove or to change manufacturer's information - in particular copyright notices - without the prior express consent of ZF OPENMATICS.
- 7.1.6 Furthermore, the Customer is neither permitted to sell, lend, rent or to sublicense software of third parties or open source software installed on Telematics Systems to third parties nor disclose it publicly or make it in any other way publicly accessible, unless the Licensing Conditions allow expressly such a right of usage for the concerned components. The Customer shall ensure that any person, who is using the Telematics Systems that have been surrendered to the Customer, will obey the provisions of this GTC properly.
- 7.1.7 Insofar exceptions of restrictions on the use of Telematics Systems are implicated in section 7. 1. 5 and 7. 1. 6 of these GTC due to the Licensing Conditions, they relate only to the relevant and particular software application and not to the entire Telematics System. Beyond that the restrictions of these GTC remain valid.
- 7.1.8 The Customer shall notify ZF OPENMATICS immediately of property rights infringements by third parties with regard to the supplied Telematics Software. ZF OPENMATICS is entitled to make any changes necessary due to property right infringements by third parties to software applications of the supplied and even paid Telematics Systems at its own costs.
- 7.1.9 All other rights to the software and the documentation, including copies, remain in the property of ZF OPENMATICS or in the property of the author.

8. 8. Data protection, confidentiality, anonymized utilization of Telematics Data

- 8.1 ZF OPENMATICS provides Telematics Systems to the Customer, which allows the Customer to collect, to process and to utilize Telematics Data, based on which personal analysis could be performed.
- 8.2 ZF OPENMATICS will collect, process and utilize the data on behalf of the Customer. The Customer is responsible for the assessment of the admissibility of the collection, processing and utilization of the data as well as for the protection of data subjects' rights. The Customer is responsible for, and shall always ensure, the compliance with all legislation in the respective countries where data collection, processing and utilization take place.
- 8.3 As a contract data processor ZF OPENMATICS is obligated to follow instructions of the Customer with regard to the respective data. Such instructions have to be given in writing by the Customer.
- 8.4 Any specific arrangement necessary due to applicable data protection legislation and the details regarding the contract data processing shall be set out in a separate agreement for the contract data processing.
- 8.5 The Parties shall obey data protection legislation.
- 8.6 ZF OPENMATICS provides an appropriate access system for the Customer. The Customer shall be responsible to ensure the correct application and the compliance with data protection legislation while using the system. The Customer assigns relevant access rights to employees or other representatives and takes full responsibility thereof. ZF OPENMATICS excludes all liability for misuse in the organizational sphere of the Customer.
- 8.7 If and insofar data has to be stored due to legal requirements, access to this data will be blocked for all other non-legal purposes.
- 8.8 The Customer authorizes ZF OPENMATICS, irrevocably and free of charge, to use anonymized data for the development of telematics systems and telematics services of any kind, but also for other commercial purposes (ex. obtaining of traffic information; use of vehicles, etc.), by ZF OPENMATICS or by a company in which the proprietors of ZF OPENMATICS own an interest of at least 50%.
- 8.9 Either Party shall keep confidential all information and data of the other Party (e.g. software, documents, other information of any kind) that is legally protected, contains business or trade secrets, is marked or reasonably noticeable as proprietary (altogether "Confidential Information"), which are disclosed by the other Party to the receiving Party or which the receiving Party becomes aware of in any other way

during conclusion or execution of the Telematics Contract, and either Party shall use it only for purposes of contractual tasks.

- 8.10 The Parties shall not disclose Confidential Information to third parties, subject to a disclosure (i) to representatives, employees and other vicarious agents, advisers and sub-contractors (together „Associates“) of a Party, if such Associates are bound by an equivalent obligation of confidentiality and the disclosure is necessary for the execution of the Telematics Contract, or (ii) to Associates of group companies of ZF Friedrichshafen AG providing services to ZF OPENMATICS, if such Associates are bound by an equivalent obligation of confidentiality.
- 8.11 This confidentiality obligation shall remain in effect for five years after termination of the Telematics Contract.
- 8.12 The confidentiality obligation is not applicable with regard to such information,
- 8.12.1 which is public knowledge; or
- 8.12.2 which a Party becomes aware of through a third party who is not violating any confidentiality obligation in respect of the other Party thereby; or
- 8.12.3 if required by law. In such cases, a Party is obligated to immediately inform the other Party enabling it to implement the measures necessary against disclosure. The Parties herewith grant their irrevocable consent to a respective transfer of such Confidential Information.
- 8.13 The confidentiality obligation shall not apply to ZF OPENMATICS with regard to information that has demonstrably been generated or gained by ZF OPENMATICS in the context of own work, including any anonymized analysis or composition of information and data that serves for the development of telematics systems and telematics services.
- 8.14 ZF OPENMATICS may communicate the Customer as its client.

9. Warranty and guarantee

9.1 Telematics Services according to section 2.1

- 9.1.1 The Customer is aware of the condition that the Telematics Services can only be provided as long as third parties provide available servers. ZF OPENMATICS excludes any warranty for disruptions of constant availability of servers that are provided by third parties as Server Operators on behalf of ZF OPENMATICS. Disruption of server availability may result from congestion of the Internet connection, acts of force majeure including walkouts, lockouts or official directives. The Customer is hereby expressly informed of these potential server disruptions.
- 9.1.2 Furthermore, ZF OPENMATICS excludes any warranty for disruptions of constant server availability, if the disruptions result from the performance of technical adjustments to the servers and other measures necessary to maintain or improve Telematics Services (e.g. repairing, maintenance, software updates, enhancements). ZF OPENMATICS reserves the right to restrict server availability, if it is necessary to ensure the reliability of network operations, to maintain the network integrity and particularly to prevent serious disruptions of the network, software or stored data.
- 9.1.3 The Customer is aware of the condition that Telematics Services are based among other things on position data, which are calculated on the basis of satellite signals (GPS, Galileo, etc.) provided by independent third parties as operator of satellites („Satellite Operators“). Insofar, the availability of Telematics Services may be limited by the geographical transmission range of the respective satellites. The availability as well as the quality may be constricted for technical or operational reasons, in particular due to radio signal interference, atmospheric or geographical conditions, topographical features or barriers (bridges, tunnels, buildings, etc.) at certain times and at certain places. ZF OPENMATICS excludes any warranty for disruptions of constant availability of the Telematics Services, if the respective satellite signals are not available or not provided by third parties.
- 9.1.4 ZF OPENMATICS will ensure that the servers necessary for the provision of the Telematics Services are available in the amount of 95% in the annual average after deduction of the foregoing described times and occurrences („Relevant Availability“).
- 9.1.5 If and to the extent that the Relevant Availability will not be met, the Customer shall only pay an appropriately reduced amount of remuneration for the Telematics Services. A negligible impairment of the Telematics Services suitability shall not be considered for any reduction. The right to reduce the remuneration applies exclusively for Telematics Services with regard to Telematics Systems, which are in fact negatively affected and only during the time period in which the contractually intended use was impaired.
- 9.1.6 The Customer shall have no further right or claim in case of a non-compliance with the Relevant Availability. In particular in no instance

the Customer is entitled to claim compensation for indirect damages, e.g. loss of use, interruption of production, loss of orders, lost profits.

9.2 Telecommunication Services according section 2.2

- 9.2.1 The Customer is aware of the condition that Telematics Services can only be provided as long as there are available Telecommunication Services.
- 9.2.2 The availability of Telecommunication Services may insofar and among other things be limited to the geographical reception and transmission area of the respective Network Providers' stations. The availability as well as the quality may be constricted for technical or operational reasons, in particular due to radio signal interference, atmospheric or geographical conditions, topographical features or barriers (bridges, tunnels, buildings, etc.) at certain times and in certain places. The use may be limited due to additional impairments, for example grid overload.
- 9.2.3 ZF OPENMATICS excludes any responsibility for any disruption of Telecommunication Services, if the Customer has commissioned the Network Provider of such services.
- 9.2.4 ZF OPENMATICS excludes any warranty for disruptions of constant availability of Telecommunication Services if such services are provided by a Network Operator on behalf of ZF OPENMATICS. Disruptions of Telecommunication Services can result from the reasons listed in section 9. 2. 2. The Customer is hereby expressly informed of these potential disruptions.
- 9.2.5 Furthermore, ZF OPENMATICS excludes any warranty for disruptions of availability of Telecommunication Services, if the disruptions result from the execution of technical adjustments and other measures to the equipment of ZF OPENMATICS or the Network Operators necessary to maintain or improve Telecommunication Services (i.e. repairing, maintenance, software updates, enhancements). In particular in no instance the Customer is entitled to claim compensation for indirect damages, e.g. loss of use, interruption of production, loss of orders, lost profits.

9.3 Purchase of Telematics Systems according to section 2.3

- 9.3.1 For defects as to quality („defects“) shall apply the following provisions.
- 9.3.2 The legal warranty for defects of the purchased Telematics Systems shall be completely excluded. ZF OPENMATICS furnish the following guarantee for defects with the resulting claims of the Customer.
- 9.3.3 ZF OPENMATICS guarantees the proper functioning of the purchased Telematics Systems within the contractual designated handling during the guarantee period.
- 9.3.4 As improper functioning shall be qualified every negative deviance from the relevant specifications. The relevant specifications are primarily the statements of ZF OPENMATICS in the Telematics Contract with regard to function and usage of the Telematics Systems and their individual components („Performance Characteristics“). If no such characteristics are stated in the Telematics Contract, those Performance Characteristics shall be qualified as relevant that are displayed on the homepage of ZF OPENMATICS and/or expressly stated in individual specifications. Further statements in other documents of ZF OPENMATICS or third parties as well as statements of representatives of ZF OPENMATICS or third parties shall not be qualified as Performance Characteristics under the guarantee and therefore be irrelevant. A defect of the Telematics System equals with faulty documents or erroneous instructions of ZF OPENMATICS that lead to an improper functioning of a Telematics System. The results obtained on ZF OPENMATICS test bench shall be decisive for the determination of the functioning of the respective Telematics System.
- 9.3.5 All parts of a Telematics System that prove to be defective due to a circumstance arising prior to the transfer of risk shall be, at ZF OPENMATICS discretion, repaired or replaced with parts that are free of defects („repair“ or „subsequent/replacement delivery“; hereinafter collectively: „Remediation“) free of charge. ZF OPENMATICS reserves the right to deliver a entire replacement Telematics System instead of any repair or replacement of certain parts.
- 9.3.6 ZF OPENMATICS shall immediately be notified in writing by the Customer if such defects are identified. The notification shall comprise a description of the particular circumstances of the occurrence and the impact of the defects. The Customer shall be liable for all damages

- of ZF OPENMATICS resulting of the Customer's failure to inform in due time.
- 9.3.7 Parts found to be defective are to be returned to ZF OPENMATICS only if the latter one so requests in writing. ZF OPENMATICS shall pay the costs of returning any parts found to be defective.
- 9.3.8 ZF OPENMATICS can demand surrender and transfer of ownership of the replaced parts.
- 9.3.9 In the event of complaints about defects, payments by the Customer can be retained only to the extent that it is reasonable in relation to the defects that occurred. The Customer may retain payments only if there is no doubt as to the justification of a complaint about defects. If a complaint about defects is unjustified, ZF OPENMATICS shall have the right to request reimbursement from the Customer for any expenses incurred as a result of the unjustified complaint.
- 9.3.10 After consultation with ZF OPENMATICS, the Customer shall give ZF OPENMATICS the time and opportunity required to undertake all work that ZF OPENMATICS deems necessary to effect a Remediation; otherwise ZF OPENMATICS is released from any responsibility for the consequences thereof. For the purposes of an examination of the defect and a Remediation the Customer permits ZF OPENMATICS access to the Telematics System via telecommunication means. Thereby the Customer shall arrange for the necessary connections upon advice of ZF OPENMATICS. Only in urgent cases in which industrial safety is at risk or for purposes of preventing disproportionate harm – in which instances ZF OPENMATICS is to be notified immediately – shall the Customer have the right to eliminate the defects himself, or cause this to be done by third parties, and to demand reimbursement of the required expenditures from ZF OPENMATICS.
- 9.3.11 Of the costs incurred as a result of the Remediation, ZF OPENMATICS shall – if the complaint proves to be justified – pay its own costs for work, necessary replacement parts, shipping and disassembling and assembling at the premises of the Customer.
- 9.3.12 With respect to a defective part of the Telematics System, the Customer has the right to (partially) withdraw from the Telematics Contract if ZF OPENMATICS has been given a reasonable period of time in which to remedy a significant defect and has permitted this to expire without effecting the Remediation. If acceptance of a portion of the deliveries and services is unacceptable to the Customer in commercial terms, the Customer shall have the right to withdraw from the agreement as a whole.
- 9.3.13 If there is only an insignificant defect, the Customer shall only have the right to a reduction of the purchase price. The right to reduction of the purchase price is otherwise excluded.
- 9.3.14 The Customer shall have no further right or claim under the guarantee in case of a defect of a Telematics System. In particular in no instance the Customer is entitled to claim compensation for indirect damages, e.g. loss of use, interruption of production, loss of orders, lost profits.
- 9.3.15 The guarantee for defects of Telematics Systems shall not apply in the following cases:
- a) faulty assembling or beginning of operations by the Customer or any third party;
 - b) inappropriate or improper use or operation of the Telematics Systems by the Customer or any third party;
 - c) incorrect or negligent handling by the Customer or any third party;
 - d) improper maintenance by the Customer or any third party;
 - e) improper repair by the Customer or any third party;
 - f) actions not authorized by ZF OPENMATICS, e.g. modifications of the Telematics System by the Customer or any third party including Breach of Seal, installation of inadmissible software as well as the non-authorized connection with other devices;
 - g) particular outside influences not provided for in the Telematics Contract, except insofar as ZF OPENMATICS is responsible for those influences.
- 9.3.16 If and to the extent a Telematics System loses its proper functioning during the guarantee period and the enforcement of the guarantee is not excluded according to section 9. 3. 15, the Customer shall pay no remuneration for the Telematics Services. For the time the functioning is limited the Customer shall only pay an appropriately reduced amount of remuneration for the Telematics Services. A negligible impairment of the Telematics Services suitability shall not be considered for any reduction. The right to reduce the remuneration applies exclusively to Telematics Services with regard to Telematics Systems, which are in fact negatively affected and only during the time period in which the contractually intended use is impaired.
- 9.3.17 Any claim under the guarantee shall become statute-barred after twelve months. This guarantee period shall begin (i) with the dispatch of the Telematics Systems from the premises of ZF OPENMATICS, or (ii) upon acceptance inspection of the Telematics Systems, if such an inspection has been agreed in the Telematics Contract, or (iii) upon completion of the assembling, if ZF OPENMATICS has undertaken such assembling according to the Telematics Contract. If shipping, acceptance inspection or assembling are delayed due to reasons ZF OPENMATICS is not responsible for, the guarantee period shall end not later than 18 months after notification of readiness for shipping.
- 9.3.18 For deficiencies in title ("deficiencies") the following provisions shall apply.
- 9.3.19 ZF OPENMATICS warrants that the use of the Telematics Systems according to the Telematics Contract by the Customer will not be impaired by third party rights.
- 9.3.20 If the use of the Telematics Systems results in the infringement of commercial property rights or copyrights of third parties that existed at the time of transfer of title, ZF OPENMATICS shall, at its own expense, obtain for the Customer the right to continue the use of the Telematics Systems or shall modify the Telematics System in a manner acceptable to the Customer that the infringement of property rights is eliminated.
- 9.3.21 If it is not possible to do so under conditions that are reasonable in commercial terms or within a reasonable period of time, the Customer shall have the right to withdraw from the Telematics Contract. ZF OPENMATICS shall also have the right to withdraw from the Telematics Contract under the conditions cited. Notwithstanding the foregoing, a redelivery of already performed Telematics and Telecommunication Services and a refunding of the respective remuneration shall not be conducted by the Parties.
- 9.3.22 In addition, ZF OPENMATICS shall also release the Customer from claims by the relevant owner of property rights insofar as such claims are uncontested or recognized by declaratory judgment.
- 9.3.23 The Customer shall have no further right or claim in case of a deficiency than those as established in this section 9. 3. In particular in no instance the Customer is entitled to claim compensation for indirect damages, e.g. loss of use, interruption of production, loss of orders, lost profits.
- 9.3.24 The Customer shall immediately notify ZF OPENMATICS in writing, if third parties will claim for infringement of commercial property rights (e.g. copyrights or patent rights) with regard to a Telematics System. The Customer authorizes ZF OPENMATICS to handle the dispute with the third party on its own. The Customer shall not acknowledge any claims of the third party as long as ZF OPENMATICS is acting according to this authorization.
- 9.3.25 The warranty for deficiencies is excluded in the following cases:
- a) the Customer has not notified ZF OPENMATICS immediately in the event that any infringement of property rights or copyrights is asserted;
 - b) the Customer has not assisted ZF OPENMATICS to a reasonable extent in defending the claims asserted or in facilitating the implementation of modification measures;
 - c) the right to undertake all defensive measures including out-of-court settlements will not be retained for ZF OPENMATICS;
 - d) the deficiency is the result of an instruction given by the Customer; or
 - e) the infringement of rights was caused by the Customer, in particular by an alteration of, or an interaction to the Telematics System not authorized by ZF OPENMATICS as well as the use of the Telematics System in a manner not permitted by the Telematics Contract.
- 9.4 Rent of Telematics Systems according to section 2.4**
- 9.4.1 For defects in quality („defects“) the following provisions shall apply.
- 9.4.2 ZF OPENMATICS warrants the proper functioning of the Telematics Systems including surrendered documentation within the contractually designated handling during the contract period.
- 9.4.3 As improper functioning shall be qualified every negative deviance from the relevant specifications according to section 9. 3. 4.
- 9.4.4 ZF OPENMATICS shall remedy significant defects of the Telematics Systems within a reasonable period of time after a respective notice of the Customer ("Remediation"). ZF OPENMATICS may perform the

Remediation by repair of a Telematics System or delivery of a replacement Telematics System.

- 9.4.5 Of the costs incurred as a result of the Remediation, ZF OPENMATICS shall – if the complaint proves to be justified – pay its own costs for work, necessary replacement parts, shipping and disassembling and assembling at the premises of the Customer.
- 9.4.6 With respect to a defective part of the Telematics System, the Customer has the right to (partially) withdraw from the Telematics Contract if ZF OPENMATICS has been given a reasonable period of time in which to remedy a significant defect and has permitted this to expire without effecting the Remediation. If acceptance of a portion of the deliveries and services is unacceptable to the Customer in commercial terms, the Customer shall have the right to withdraw from the entire Telematics Agreement.
- 9.4.7 If there is only an insignificant defect, the Customer shall only have the right to a reasonable reduction of the rental price.
- 9.4.8 The Customer shall have no further right or claim in case of a defect than those established in this section 9. 4. In particular in no instance the Customer is entitled to claim compensation for indirect damages, e.g. loss of use, interruption of production, loss of orders, lost profits.
- 9.4.9 ZF OPENMATICS shall immediately be notified in writing by the Customer if defects of the Telematics Systems are identified. The notification shall comprise a description of the particular circumstances of the occurrence and the impact of the defects. The Customer shall be liable for all damages of ZF OPENMATICS resulting of the Customer's failure to inform in due time.
- 9.4.10 After consultation with ZF OPENMATICS, the Customer shall give ZF OPENMATICS the time and opportunity required to undertake all work that ZF OPENMATICS deems necessary to effect a Remediation; otherwise ZF OPENMATICS is released from any responsibility for the consequences thereof. For the purposes of an examination of the defect and a Remediation the Customer permits ZF OPENMATICS access to the Telematics System via telecommunication means. Thereby the Customer shall arrange for the necessary connections upon advice of ZF OPENMATICS. The Customer shall reasonably support ZF OPENMATICS with regard to the examination of the defect.
- 9.4.11 If and to the extent a Telematics System loses its proper functioning during the contract period, the Customer shall pay no remuneration for the Telematics Services with regard to the period with no functioning. For the time the functioning is limited the Customer shall only pay an appropriately reduced amount of remuneration for the Telematics Services. A negligible impairment of the Telematics Services suitability shall not be considered for any reduction. The right to reduce the remuneration applies exclusively to Telematics Services with regard to Telematics Systems, which are in fact negatively affected and only during the time period in which the contractually intended use is impaired.
- 9.4.12 The warranty for defects of Telematics Systems shall not apply in the following cases:
- faulty assembling or beginning of operations by the Customer or any third party;
 - inappropriate or improper use or operation of the Telematics Systems by the Customer or any third party;
 - incorrect or negligent handling by the Customer or any third party;
 - improper maintenance by the Customer or any third party;
 - improper repair by the Customer or any third party;
 - actions not authorized by ZF OPENMATICS, e.g. modifications of the Telematics System by the Customer or any third party including Breach of Seal, installation of inadmissible software as well as the non-authorized connection with other devices;
 - particular outside influences not provided for in the Telematics Contract, except insofar as ZF OPENMATICS is responsible for those influences.
- 9.4.13 For deficiencies in title ("deficiencies") shall apply the following provisions.
- 9.4.14 ZF OPENMATICS warrants that the use of the Telematics Systems according to the Telematics Contract by the Customer will not be impaired by third party rights. The warranty shall be granted according to the provisions about the warranty for deficiencies with regard to the purchase of Telematics Systems as set out in section 9. 3. 18 f. In addition, a refunding of rental fees for the Telematics Systems shall

not be conducted if a Party withdraws from the Telematics Contract according to section 9. 3. 21.

9.5 Additional provisions

- 9.5.1 Any limitation of the legal warranty established in this section 9 shall not apply, if ZF OPENMATICS has fraudulently concealed a defect at the time of conclusion of the Telematics Contract or mandatory legal provisions exclude any limitation.
- 9.5.2 Under no circumstances shall a remedy in any form whatsoever constitute acknowledgment of a Customer's claim by ZF OPENMATICS.

10. Liability

- 10.1 ZF OPENMATICS shall only be liable for damages resulting from the improper performance of a contractual obligation other than any defect or deficiency of the purchased or rented Telematics System, the availability of Telematics and Telecommunication Services, irrespective due to which legal reason, in the following cases:
- the damage is caused by willful intent or gross negligence of ZF OPENMATICS; and
 - a negligent injury of life, body or health by ZF OPENMATICS.
- 10.2 ZF OPENMATICS excludes any liability for Associates, even if the damage is based on their willful intent or gross negligence.
- 10.3 The foregoing limitations of liability shall not apply if otherwise required by mandatory law.
- 10.4 In case of a rent of Telematics Systems according to section 2.4 the Customer shall be liable for damages of Telematics Systems caused by him or its representatives and/or the loss of a Telematics System.
- 10.5 The Customer shall indemnify ZF OPENMATICS against any claims of a third party towards ZF OPENMATICS or associated companies, based on an illegal transmission of data to ZF OPENMATICS or the use thereof, and any relating court or legal expenses.

11. Contract period and termination of the Telematics Contract

- 11.1 The contract period for the performance of the Telematics Services according to section 2.1 and the Telecommunication Services according to section 2.2, insofar they have to be provided by ZF OPENMATICS, as well as the rent of Telematics Systems according to section 2.4 is unlimited, unless the Parties have agreed expressly otherwise in the Telematics Contracts.
- 11.2 During the contract period the Customer may at any time (i) order further Telematics Systems including the necessary Contractual Services according to section 11.1 with an order period of one month to the beginning of a month; or (ii) cancel existing Telematics Systems including the necessary Contractual Services hereto according to section 11.1 with a termination period of three months to the end of a month. ZF OPENMATICS shall also be entitled to cancel existing Telematics Systems.
- 11.3 Either Party may terminate the entire Telematics Contract at any time with a termination period of three months to the end of a month.
- 11.4 Furthermore each Party may terminate the Telematics Contract either with regard to the whole Contractual Services as stated in section 11.1 or with regard to individual Telematics Systems due to good cause without termination period. Such a good cause shall deem to been given in particular, but not limited to, (i) if the costumer has given incorrect information about his financial situation that were of considerable importance with regard to ZF OPENMATICS' decision to conclude the Telematics Contract or other agreements or to provide services during the execution of such agreements, or (ii) if the Customer's financial situation deteriorates or threatens to deteriorate in such a way that jeopardizes the fulfillment of obligations. A termination of the Telematics Contract with regard to individual Telematics Systems shall only be permitted, if the good cause is given for the respective Telematics Systems.
- 11.5 If unforeseen events or circumstances considerably change the financial importance or the content of the agreed Contractual Services or significantly affect the working of ZF OPENMATICS, or in case of a subsequent impossibility of execution, Contractual Services including the respective remuneration will be adjusted appropriately. Insofar as this is unreasonable in commercial terms, ZF OPENMATICS shall be entitled to withdraw from the entire Telematics Contract or from parts of the contract affected. The Customer shall also be entitled to withdraw from the entire Telematics Contract or from parts of the contract affected. In case of a termination ZF OPENMATICS shall be entitled to claim the agreed remuneration for the Contractual Services that have already been performed until termination. The Customer shall have no further right or claim in case of such a termination. In particular in no

instance the Customer is entitled to claim compensation for indirect damages, e.g. loss of use, interruption of production, loss of orders, lost profits.

- 11.6 With termination of the Telematics Contract in respect of a Telematics System the Contractual Services as stated in section 11.1 as well as any license of Application Software, which is installed on such Telematics System under the respective Shop Contract, shall end automatically without any further termination notice by the Customer or ZF OPENMATICS with regard to the agreed services under the Telematics Contract or the Shop Contract. However, the termination of a license for Application Software with regard to a Telematics System according to section 2.5 shall not affect in any way the Telematics Contract in respect of any rent of and the provision of Telematics Services for such Telematics System.
- 11.7 ZF OPENMATICS shall be entitled to completely or partially exclude the Customer from using the Contractual Services („access suspension“) if the customer gets into arrears of his payment obligations or the advance securities has been exhausted. However, ZF OPENMATICS will not exercise this right sooner than two weeks after having notified the Customer of the impending access suspension. Furthermore, ZF OPENMATICS reserves its right to suspend the Customer's access to its services without adhering to the aforementioned 14 days waiting period if the Customer gives cause to a contract termination without notice.
- 11.8 In case of significant disruptions of Telecommunication Services provided by ZF OPENMATICS, the Customer is entitled to terminate the Telematics Contract extraordinarily according to section 11. 4.
- 11.9 To be valid, any termination notice shall be given in writing and transmitted by registered mail with return receipt or another proof of delivery and acknowledgement of receipt.
- 11.10 The Parties, as personal data controllers within the meaning of Regulation (EU) 2016/679 on the processing of personal data (hereinafter the "GDPR"), will process personal data obtained from the other Party and its representatives within negotiations on the conclusion and performance of the Telematics Contract in accordance with the rules laid down in the GDPR and in accordance with these GTC. The Parties will process personal data within the scope necessary for the performance of their obligations under the Telematics Contract, exercise of its rights, performance of statutory duties and related business communication. ZF OPENMATICS may also process contact details of the Data Subjects, i.e. the Customers and/or their representatives for the purposes of sending commercial offers, newsletters and similar marketing and commercial communications. In relation to processing of personal data, the Parties declare that (i) the personal data will be processed in accordance with the requirements of the GDPR; (ii) they will enable the Data Subjects to exercise their rights under the GDPR; (iii) they will ensure confidentiality on the part of the persons processing the personal data; and (iv) they will delete all the personal

data of the Data Subjects after the purposes of processing under the Telematics Contract cease to exist. The Customer further agrees: (i) to inform the Data Subjects of the Customer of the processing of their personal data by ZF OPENMATICS in connection with the execution and performance of the Telematics Contract, including their related rights as data subjects under the GDPR and the possibility to acquaint themselves with the Principles of Personal Data Processing available on the ZF OPENMATICS' website; (ii) to inform ZF OPENMATICS of any change in the Data Subjects or their personal data disclosed to ZF OPENMATICS; and (iii) to ensure the consent of the Data Subjects to use their work contact details for the purposes of sending commercial communications for ZF OPENMATICS.

12. Miscellaneous

- 12.1 The Customer may transfer rights and obligations under this Telematics Contract to third parties only after prior written consent of ZF OPENMATICS.
- 12.2 If a Party fails to adhere to one or more provisions of these GTC or of the Telematics Contract, and the other contractual partner does not pursue such a breach, then no waiver of the obligation to comply with these provisions may be derived in consequence, even if such an action occurs repeatedly.
- 12.3 Modifications of, and amendments to, the Telematics Contract must be in writing in order to be valid. This requirement of written form may only be waived by written agreement of the Parties. Compliance with the written form is also given by a transmission in text form, in particular via fax or email.
- 12.4 If any provision of these GTC or an additional contractual provision is or becomes invalid, the validity of the Telematics Contract shall not be affected, unless the adherence to the contract under this new circumstances would constitute an unreasonable hardship to one of the Parties. The Parties shall replace such invalid term or provision by a valid term or provision that as closely as possible attains the result of the invalid term or provision.

13. Place of performance, jurisdiction, governing law

- 13.1 The place of performance is ZF OPENMATICS' place of business.
- 13.2 The Commercial Court Zurich (Handelsgericht Zürich) shall have the exclusive jurisdiction for any dispute arising out of, or in connection with, the Telematics Contract. However, ZF OPENMATICS has the right to file a suit in the jurisdiction in which the Customer maintains its place of business.
- 13.3 All legal relationships between ZF OPENMATICS and the Customer shall be governed exclusively by the substantive law of Switzerland. The application of any conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods dated November 11th, 1980 (CISG) shall be excluded.