

**Annexes 1.1 - 1.5 to
General Purchase Conditions of Daimler Truck AG for IT
Part J - IT Operation and Application Management Services**

(hereinafter: GPC-IT Part J)

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Annex 1.1 to GPC-IT Part J Definitions

Attachments

are the documents designated as such which are attached to and supplement the *performance specification*.

Annexes

are the documents designated as such which are attached to and supplement the GPC-IT Part J.

Appendices

are the documents attached to and supplementing the *Annexes*.

Application Management

Services in the area of *Software* maintenance and further development.

Supervisory authorities

are all authorities and other bodies with a supervisory function over the *Customer* or the *Business Partners* or their respective business activities, in particular the Federal Financial Supervisory Authority and the Deutsche Bundesbank.

Customer

is the natural or legal person commissioning the *Services* in accordance with the order or call-off.

Contractor

is the *Party* providing the *Services* under the *Contract*.

Provision by Customer

are materials or performance, including *Software*, supplied by the *Customer* and used, processed or integrated by the *Contractor* for the *Customer's* order.

Operating change

Changes that are necessary for the daily operation of the *Services* but which are not subject to any change procedure and which are not to be remunerated separately.

Operating manual

is a manual (consisting of one or more written or electronic documents) describing, in a manner consistent with the requirements of the *performance specification* of the respective GPC-IT (Part J), how the respective *Services* will be provided and how the *Parties* will cooperate in the respective daily operations.

Business Partners

are companies that are affiliated with the *Customer* pursuant to § 15 Stock Corporation Act (*AktG*), as well as specific entities working with these companies (e.g. importers, dealers, contract parties and authorised workshops) that receive the *Services* via the *Customer*. The affiliated companies can be viewed at <https://www.daimlertruck.com/de/> -> Investors -> Reports -> Annual Report. *Business Partners* that are not affiliated companies are determined by the *Contract*, in particular in the *Annex "Performance Specification"*.

Own software (including all related documentation) to which the exclusive rights of commercial exploitation are vested in a *Party* or an enterprise affiliated with such *Party* within the meaning of § 15 Stock Corporation Act (*AktG*).

Equipment

means any hardware, equipment (even if this is pre-installed *Software*), accessories and peripherals

- (i) owned by the *Customer* or *Business Partners* or the *Contractor* or are leased by the *Customer*, *Business Partners* or the *Contractor*, and
- (ii) used by the *Contractor* in connection with the *Services*.

Third-party Software

is *Software* (including all related documentation) to which the exclusive rights of commercial exploitation are not vested in any *Party* or any of their affiliates within the meaning of § 15 Stock Corporation Act (*AktG*).

Key figures

is the level of quality of certain *Services*, if any, described and designated in the *performance specification*.

Performance specification

is the description of the *Contractor's* performance and *Services* contained in an *annex to* the order.

Employees

are employees.

Party or Parties

depending on the context, a *Party* is either the *Customer* or the *Contractor* and the *Parties* refers to both the *Customer* and the *Contractor*.

Person Day

corresponds to an effective work performance of eight (8) working hours to be performed on one calendar day.

Policies

are the guidelines, *Policies*, standards, etc. of the *Customer* group, including any amendments or supplements pursuant to clause 9 of GPC-IT Part J.

Penalty

means,

- (i) in connection with *Service Levels* or *key figures*, a lump-sum amount for a reduction in case of the non-performance of *Service Levels* and *key figures* by the *Contractor*;
- (ii) in all other cases, is a contractual penalty in accordance with §§ 339 *et seq.* Civil Code (*BGB*).

Legal requirements

are any of the following relevant to the activities of a *Party*, its *Employees* or its *subcontractors* in connection with the *Contract*:

- (i) legal standards,
- (ii) directives, circulars, recommendations, notices and other administrative regulations of a public authority or other body; and
- (iii) administrative acts and general orders.

Services

means the performance described in the *Contract*, in particular in the performance specification, including any additions, improvements, replacements or changes to such during the term of the respective *Contract*.

Service Level

is any level of quality of certain *Services* described in the *performance specification* in an appropriately designated manner, the failure of which will result in a financial compensation claim becoming due.

Software

is any computer programme together with associated documentation used in connection with the relevant *Services*.

Subcontractors

are the vicarious agents engaged by the *Contractor* to perform their obligations under this *Contract*, including any *Employees* thereof.

Systems

means the *equipment* and the *Software*.

Technology change

is the generic term for *technology update*, *technology upgrade* and *technology change*.

Technology update

is the continuation, optimisation, adaptation and/or updating of *systems* and processes already in use, in particular

- (i) the elimination of (hidden) defects and errors
- (ii) the technical or functional optimisation of *systems* or processes and/or
- (iii) adding minor new functionalities to *systems* or processes,

insofar as the continuation, further development and/or adaptation does not lead to *systems* and processes which are to be regarded as new and independent of the *systems* and processes originally used. In relation to *Software*, the updates are also referred to there as a "service release" or "patch".

Technology upgrade

means the modification of *systems* or processes with the aim of adapting their functionalities or techniques to changed technical or functional requirements and increasing their usefulness and quality. This includes in particular the addition of supplementary and new functionalities.

In terms of *Software, technology upgrades* means, in particular

- (i) the introduction of new versions of operating systems, operating system-related tools, as well as middleware and databases and any kind of application software and/or
- (ii) technological adaptation for backup or archive media.

Technology change

is the use of *systems* and processes that are considered new and independent of the *systems* and processes already in use. With regard to *Software, technology changes* are in particular changes from *Software of* one manufacturer to *Software of* another manufacturer, which differs almost completely in structure from the previously used *Software*, even if the functionalities are similar or the same.

Transition

is the agreed transfer of responsibility for the *Services* from the *Customer* to the *Contractor*.

Contract

is the order (purchase order or call-off order) accepted by the *Contractor* with legal effect together with all its Annexes, *Attachments and Appendices*.

Works

are written or other *Works* protected by copyright, such as databases, programmes, software adaptations including the commented source and object code, programme lists, programming tools, procedures, user manuals, reports, drawings and other written documentation as well as machine-readable texts and files.

Annex 1.2 to GPC-IT Part J Audit Rights

This *Annex* describes the audit rights that the *Customer* and the *Business Partners* have in relation to the *Services* provided by the *Contractor*.

1. Ongoing monitoring and control of performance specification

The *Contractor* shall enable the *Customer* to check the provision of the *Services*. Insofar as deficiencies are identified during any such checks, the *Customer* shall inform the *Contractor* thereof so that the *Contractor* can take necessary corrective measures. The *Contractor* shall carry out ongoing internal controls of the *Services* (audit as well as identification and elimination of deficiencies), document such accordingly and inform the *Customer* of deficiencies and the measures taken to eliminate such.

2. Right to audit

The *Customer* shall be entitled to verify the correct and proper performance of the Contract by the *Contractor* and to carry out corresponding audits at its own expense subject to prior notification being given in good time, such being conducted during the normal hours of business and within a reasonable scope. In this context, the *Customer* shall receive from the *Contractor* all relevant information and documentation required to check the correct and proper performance of the Contract by the *Contractor*, as well as access to the sites at which the *Services* are provided. The information shall be provided at short notice, but at the latest within ten (10) working days of the *Customer's* request, in consultation between the *Customer* and the *Contractor*.

The *Customer* may, at its own expense, call in third parties bound by a duty of confidentiality for the audits. The *Contractor* undertakes to support such audits to a reasonable extent.

Should an audit reveal any deficiencies, the *Customer* shall inform the *Contractor* thereof and request the *Contractor* to comment.

3. ISAE 3402 Report

The provisions of this clause 3 shall apply by agreement to *Services* which are provided by the *Contractor* as part of the IT operation Services of IT applications. This includes all contractually defined/commissioned IT basis infrastructure *Services* and processes (including data centre infrastructure, hardware, operating systems and other system software/system platforms, administration network components including admin LAN firewalls, admin LAN switches, firewall management *systems* of the admin LAN), the *Services* and processes for the database management systems and middleware components used by the IT *systems* as well as the operation of the applications (e.g. SAP basis). For these *Services*, controls are to be set up that are oriented towards COBIT; in relation to the IT basis infrastructure, the following topics are involved

- AI4 Enable Operations
- AI6 Change Management
- AI7 Install and Accredited Solutions and Changes
- DS1 Define and Manage Service Levels
- DS5 Ensure Systems Security
- DS8 Manage Service Desk and Incidents
- DS9 Manage the Configuration
- DS11 Manage Data
- DS12 Manage Facilities
- DS13 Manage Operations

Controls for the area of database management system, middleware and application support include

- AI6 Change Management
- DS5 Ensure Systems Security
- DS8 Manage *Service* Desk and Incidents
- DS11 Manage Data
- DS13 Manage Operations

The *Contractor* shall support the *Customer* in complying with the requirements based on the Accounting Law Modernisation Act (*BilMoG*) and its Internal Control System (ICS) based thereon as well as the relevant auditing standards and shall provide the *Customer* with all information required for these purposes. In particular, the *Contractor* shall have an "ISAE 3402" report prepared by an independent auditor in accordance with the control requirements agreed between the *Parties* at the beginning of each calendar year so that the *Customer* can properly fulfil its own reporting obligations.

In principle, the ISAE 3402 report must cover the entire calendar year and be submitted to the *Customer* by 15.01 of the following year at the latest. In order to comply with the internal procedures and the requirements of the *Customer's* auditor, the *Contractor* shall provide the provider with a first ISAE 3402 report to cover the period from 01.01 - 30.06 by no later than 25.07 of each calendar year. The second ISAE 3402 report must cover the period from 01.07 to at least 15.12 Alternatively, this second report may be replaced by a roll-forward letter in which the *Contractor's* auditor confirms the continuing effectiveness of the controls, either by confirming the constancy of the processes, organisation or technology or by demonstrating the effectiveness of the controls in the event of significant changes in the processes, organisation or technology. If the first ISAE 3402 report includes deficiencies/weaknesses and a remediation plan, this procedure also requires a re-testing/update letter in which an independent auditor attests to the completion and effectiveness of the remediation. This re-testing/update letter must be submitted by the *Customer* by mid-December.

In addition, the *Contractor* must inform the *Customer* of any changes made to the internal processes relating to the control requirements as well as any significant deficiencies or material weaknesses that have occurred so that any necessary corrective measures can be taken immediately.

4. Communication with supervisory authorities

Communication with *supervisory authorities* is the sole responsibility of the *Customer* in the relationship between the Parties. If a *supervisory authority* contacts the *Contractor* in connection with the *Contract*, the *Contractor* will - unless this is unlawful - inform the *Customer* of this without undue delay and act in accordance with the *Customer's* instructions that then follow. The *Contractor* shall assist the *Customer* and the *Business Partners* to the best of its ability in dealing with all enquiries - of whatever nature - made by such *supervisory authorities* in connection with the *Contract* and shall provide the *Customer*, upon request, with all information required for these purposes.

5. Special requirements for Services for Banking Act (KWG) institutions

Special audit and instruction rights of the *Customer* are described in Annex 1.4 "Special Requirements for Services for Banking Act (KWG) Institutions", which apply if a *Business Partner* using the *Services* is active in the financial services sector or *Services* of the *Customer* are used in the financial services sector or the *Customer* is active as an outsourcing company within the meaning of § 25a (2) Banking Act (KWG) and other regulations for *Business Partners* in the financial services sector and wishes to use the *Contractor* as a *subcontractor*.

The *Parties* hereby wish to state for clarification purposes that instructions of the *Customer* vis-à-vis the *Contractor* shall be issued only at management level or vis-à-vis a representative of the *Contractor* on the basis of the instruction rights regulated in Annex 1.4 "Special Requirements for Services for Banking Act (KWG) Institutions".

Annex 1.3 to GPC-IT Part J Exit Management

1. Services of the Contractor

The type and scope of the *Contractor's* exit management services shall be mutually determined by the *Parties* within the scope of the amendment procedure. The provision of the services by the *Contractor* shall in any case be carried out in such a way that interruptions or other impairments of the business operations of the *Customer* or the *Business Partners* are avoided and the legal requirements are observed. In particular, the proper provision of *Services* which the *Customer* or the *Business Partners* still obtain from the *Contractor* must not be impaired.

2. Hardware, Software and Works

The *Contractor* shall, without separate remuneration, hand over to the *Customer* (if necessary in machine-readable form) any hardware provided as well as *Software*, *Works* and work results (including the source code in the case of *Software* developed within the scope of the *Services* and the associated documentation) for which the *Customer* is entitled to the rights or which may continue to be used by it in accordance with the relevant provisions of the *Contract*.

3. Data

In the event of a full or partial ending of the *Contract*, the *Contractor* shall provide all data of the *Customer* (including master and transaction data as well as historical data) in the structure of the *systems* used by the *Contractor* for the relevant *Services* at the time of termination and shall disclose the data structures and also explain them in more detail to the *Customer* or another successor provider upon request.

Unless otherwise agreed, the *Customer* or a third party commissioned by the *Customer* shall carry out the transfer of the data into the receiving system, including the necessary recoding and reformatting. At the request of the *Customer*, the *Contractor* shall provide technical and professional support and consulting services during the transfer of the data into the receiving system, which shall be remunerated appropriately according to the actual expenditure. Insofar as agreed, the last agreed rates of remuneration under the *Contract* shall apply.

Further details of the data migration will be agreed upon as between the *Parties* at the appropriate time.

4. Subsequent support obligations

The *Contractor* undertakes to remain available to answer any questions or provide consulting services for a period of up to six (6) months after the transfer of the terminated *Services* to the successor provider. The *Contractor* may demand reasonable remuneration for such.

Annex 1.4 to GPC-IT Part J Special Requirements for Services for Banking Act (KWG) Institutions

1. General

The provisions of this *Attachment* shall apply to *Services* which are provided by agreement for the benefit of a *Business Partner* which is an institution within the meaning of the Banking Act (KWG).

2. Supplement GPC-IT Part J Clause 7 "Personnel and Subcontractors"

2.1 Reliability of the staff employed

Clause 7.1 of GPC-IT Part J is supplemented by the following clause 7.1.3:
The relevant *Business Partner* shall control and regularly check the reliability of the personnel working for it. The *Contractor* therefore undertakes - insofar as the possibility of access to customer data of the *Business Partner* exists in connection with the provision of the performance - to employ only reliable personnel. Unreliable persons are in particular those persons with a criminal record due to violation of data protection regulations, property offences and/or finance offences. If the *Contractor* becomes aware during the term of this agreement of any such criminal offences committed by the personnel deployed by it, the *Contractor* must inform the *Business Partner* of such. The *Contractor* shall also be obliged to inform the *Business Partner* without undue delay of the name, address and date of birth of the personnel deployed if there is reasonable suspicion that such have violated data protection and/or criminal law provisions with regard to customer data of the *Business Partner*.

2.2 Engaging subcontractors (GPC-IT Part J Clause 7.2)

Clause 7.2.1 of GPC-IT Part J is replaced by the following provision:
The *Contractor* is entitled to transfer the provision of the *Services* to a *subcontractor* only with the prior written consent of the *Customer* in accordance with clause 12 of the GPC-IT Part A - General Section.
In the event of an intended subcontracting to a *subcontractor* of the *Contractor*, the *Contractor* shall also provide the *Customer*, at the latter's request, with information on the *subcontractor's* technical, material, personnel and financial resources. The reservation of consent extends to the content of the *Contract* in relation to the third party. In the event of subcontracting, the *Contractor* shall be obliged to conclude only such contractual agreements that are in compliance with the relevant statutory provisions as well as the provisions of this *Contract*.

3. Supplement GPC-IT Part J Clause 8 Governance, Escalation Procedure, Operations Manual, Change Procedure

3.1 Amendment procedure (GPC-IT Part J Clause 8.2)

Clause 8.2.2 of GPC-IT Part J is replaced by the following provision:
The *Customer* may request a change, adjustment or extension of the *Contract* and the *Services* at any time. As soon as possible in response to a corresponding request, the *Contractor* shall explain to the *Customer* in detail in writing the consequences of the change, adjustment or extension requested by the *Customer*, in particular for deadlines, expenditure and remuneration, and submit a complete offer for the requested change, adjustment or extension.

Clause 8.2.3 of GPC-IT Part J is supplemented by the following provision:

The *Contractor* (...) unreasonable. The implementation of the change request is not unreasonable for the *Contractor* if supplements and changes become necessary due to statutory or banking supervisory framework conditions. If *Services* are provided for the benefit of a *Business Partner* which is an institution within the meaning of the German Banking Act (KWG), the *Contractor* shall be obliged to allow supplements and amendments to the agreements made if supplements and amendments to the service and quality standards applicable to the *Business Partner* or specified by the *Business Partner* become necessary, in particular due to changes in the legal or banking supervisory framework conditions. In the aforementioned cases, the *Contractor* shall be obliged, at the request of the *Customer*, to conclude an amendment agreement in return for reasonable remuneration for the additional performance to be provided.

4. Supplement GPC-IT Part J Clause 15 Term and Termination

4.1 Termination for good cause (GPC-IT Part J Clause 15.2)

Clause 15.2.2 of GPC-IT Part J is replaced by the following provision:

If the good cause (...) exists, it may be terminated. In particular, a rectification demand is not required in the event of an order by the Federal Financial Supervisory Authority (BaFin) to terminate the *Services* for *Business Partners* which are institutions within the meaning of the German Banking Act (*KWG*).

5. Special examination and audit rights

The following provisions apply in addition to *Annex*

1.2 "Audit Rights" insofar as a *Business Partner* using the *Services* is active in the financial services sector or the *Services* of the *Customer* are used in the financial services sector or the *Customer* is active as an outsourcing company within the meaning of § 25a (2) of the Banking Act (*KWG*) and other regulations for *Business Partners* in the financial services sector and wishes to use the *Contractor* as a *subcontractor*. The *Contractor* shall therefore additionally grant the *Customer* and the relevant *Business Partners* the special audit rights described in this clause to the extent necessary to comply with the *legal requirements* existing in relation to the relevant *Business Partners*. The applicability of these provisions shall be made known to the *Contractor* in good time before the conclusion of the *Contract*. Should the application of these provisions become necessary at a later date, the amendment procedure pursuant to clause 4 of the GPC-IT Part J shall apply.

5.1 The *Parties* hereby clarify that any instructions of the *Customer* to the *Contractor* shall only be issued at management level or to a representative of the provider on the basis of the rights to issue instructions regulated in Annex 1.4 "Special Requirements for Services for Banking Act (*KWG*) Institutions". Inclusion in the internal control system

The *Contractor* shall enable the *Customer* and the relevant *Business Partners* to fully integrate the scope of tasks assigned by this *Contract* into the internal control system of the *Customer* and the relevant *Business Partners* and, if necessary, to have recourse to the *Contractor's* internal audit for this purpose, and shall provide the *Customer* and the relevant *Business Partners* with all information required in this context. This presupposes a high degree of transparency of the technical controls and the performance of the auditing tasks on the part of the *Contractor*.

5.2 Full rights to inspect, access and audit

Banking Act (*KWG*) institutions are subject to special requirements and regulatory obligations. The *Contractor* shall grant the *Customer* and the *Business Partners* concerned, their respective internal auditors, any auditors working for them on the basis of statutory provisions, the *supervisory authorities* as well as the bodies commissioned by the *supervisory authorities* with rights to inspect, access and audit at any time, in full and without hindrance with regard to the scope of duties assigned to the *Contractor* by the *Contract*. In this context, the *Contractor* shall provide these persons with all information and documentation they require for their respective activities.

The *Parties* agree that the internal audit and the auditors of the *Customer* and of the relevant *Business Partners* must be able to verify the *Contractor's* compliance with the *legal requirements* and the individual requirements of the *supervisory authorities* with regard to the scope of tasks assigned by this *Contract*. They shall therefore be granted access to all documents, data carriers and *systems* of the *Contractor* (including the right to make copies of relevant documents) insofar as these relate to the scope of tasks assigned by this *Contract*. Persons who perform internal auditing functions at the *Contractor* or carry out external audits prescribed by law or ordered by the supervisory authorities shall be released by the *Contractor* from their respective duty of confidentiality in this context vis-à-vis the *Customer*, the relevant *Business Partners* and the auditors of the *Customer* and the relevant *Business Partners*. These audit rights shall continue to apply for a period of at least three (3) years after termination of the respective *Contract*, commencing at the end of the financial year in which the respective *Contract* is terminated. All relevant documents must remain available for the same period of time, irrespective of any extended retention obligations under commercial law or other statutory obligations, unless they are returned upon termination of the contract.

5.3 Rights to issue instructions

Special requirements are placed on Banking Act (*KWG*) institutions and such are also subject to supervisory obligations at law. The *Customer* and the *Business Partners* concerned are therefore entitled to issue instructions to the *Contractor* in order to ensure proper performance of the tasks assigned to it under the *Contract*. This shall also apply if the instruction concerns a matter that is the subject of an escalation procedure or an amendment procedure; escalation procedures or amendment procedures shall then be continued in parallel. Instructions from the *Customer* to the *Contractor* shall in each case be issued only at management level or to a representative of the *Contractor*.

As a matter of principle, the *Contractor* shall comply with the instructions given to it without undue delay. However, if the *Contractor* fears in any individual case that compliance with an instruction of the *Customer* could impair the proper provision of the *Services*, the *Contractor* shall inform the *Customer* of this without undue delay in text form (*Textform*). At the same time, the *Contractor* shall describe the feared negative effects on the *Services* in sufficient detail. If the *Customer* then confirms the instruction, the *Contractor* shall comply with it, but shall not be responsible for any negative consequences resulting therefrom and previously presented to the *Customer*. Notwithstanding this, the *Contractor* shall make every effort to prevent the occurrence of such negative consequences or to reduce the impact of such. Insofar as a *Business Partner* issues an instruction to the *Contractor* which is likely to impair the provision of the *Services*, the *Contractor* shall inform the *Customer* thereof without undue delay. The *Customer*, the *Business Partner* concerned and the *Contractor* shall then endeavour to bring about a mutually satisfactory solution to the matter.

Insofar as the *Contractor* incurs additional costs in complying with any instruction which leads to measures which the *Contractor* would not have been obliged to undertake had the instruction not been issued, such additional costs shall be reimbursed to the *Contractor* by the *Customer* to a reasonable extent. The amendment procedure shall apply in this respect.

The *Contractor* shall ensure that the rights to issue instructions of the *Customer* and the relevant *Business Partners* are directly enforceable and such can take place independently of any other competing rights to issue instructions.

Annex 1.5 to GPC-IT Part J Provision of Support by Customer

1. Provision by way of Third-Party Contracts and of Software

If the *Customer* provides the *Contractor* with any performance under third-party contracts (*contracts* between the *Customer* and third parties, "*third-party contracts for provision of support*") or *Software* ("*provided software*"), this shall be based on the *performance specification*. Such shall take place in accordance with the following provisions.

The *Customer* grants the *Contractor* and the *Contractor's subcontractors* approved by the *Customer* the non-exclusive and non-transferable right to use such *provided software* to the extent and for the duration that

- (i) this is necessary in order to provide the *Services* to the *Customer* and/or the *Business Partners* in accordance with the Contract, and
- (ii) this is permissible under the existing agreements with the third parties on the use of the respective *provided software*.

Such right of use shall be granted free of charge, unless fees are specified in the *performance specification* for *third-party contracts for provision of support* and/or *provided software* or the *Parties* agree in writing on a fee.

Insofar as the *third-party contract for provision of support* or a *provided software* is dependent on the consent of a third party, the *Parties* shall jointly endeavour to obtain such consent.

If the third party makes its consent dependent on the payment of an additional fee or the amendment of existing conditions, or if the third party refuses to give its consent, the *Parties* shall negotiate and, if necessary, agree on a technically and economically reasonable alternative to the Provision of the corresponding *third-party contract for provision of support* or the corresponding *provided software* by way of the amendment procedure.

2. Provision of Hardware

Insofar as the *Customer* provides the *Contractor* with hardware in accordance with the *performance specification* ("*provided hardware*"), the following additional provisions shall apply.

The *Customer* may use the *provided hardware* exclusively for the provision of the *Services* for the *Customer*. The *provided hardware* shall be marked as the property of the *Customer*.

Without the prior written consent of the *Customer* the *provided hardware* may not be modified or combined with other items or with real property in such a way that the existing ownership of the *provided hardware* is changed or lost.

The *Contractor* shall be obliged to treat the *provided hardware* with care. It shall insure the hardware at its own expense against fire, water and theft damage sufficiently at replacement value, provided that the hardware is located on the premises of the *Customer*. Insofar as maintenance and inspection work is required, the *Contractor* must carry this out in good time at its own expense.

In the event of any seizure or other interventions by third parties, the *Contractor* shall notify the *Customer* in writing without undue delay. The *Contractor* shall be liable to the *Customer* for the judicial and extrajudicial costs of any necessary action pursuant to § 771 Code of Civil Procedure (ZPO) (third-party action).

3. Provision of Space

The **Annex** "Provision / Rental of Space and Work Equipment" or the *performance specification* shall indicate whether and which space the *Customer* shall make available to the *Contractor* from the date of the contract, including the equipment specified therein, at the *Customer's* locations for such *employees* who provide *Services*. It shall also be regulated there whether the *provision* of space is granted against payment or free of charge.

The *Contractor* and its *subcontractors* shall comply at all times with the applicable *policies* of the *Customer* and the respective *Business Partners* concerned on access, use and security of business premises of the *Customer's* companies and the *Business Partners*.

4. General Provisions

The *Contractor* is not permitted to use any support *provided* for purposes other than the fulfilment of the *Contractor's* contractual obligations towards Daimler Truck AG or to make available or transfer such to third parties. Approved *subcontractors* of the *Contractor* as well as *employees* of the *Contractor* or the approved *subcontractors* used to provide the *Services* are not third parties within the meaning of the preceding sentence.

The *Contractor* shall ensure that its *subcontractors* comply with the requirements of this *Annex*.

5. Termination of Provision

The obligations for provision of support by the Customer shall end upon expiry of the term of the contract.

The *Customer* may terminate any undertakings for provision of support by the Customer with immediate effect in particular if

- the *Contractor* uses any objects provided by the *Customer* contrary to the contract, in particular transfers such to any third parties without authorisation or
- the *Contractor* breaches other material contractual obligations relating to any provision of support by the Customer.

6. Legal Consequences in the Event of Failure to Provide Goods and Services

Unless otherwise stated in the *Contract*, this *Annex* or its *Attachments*, the *Customer* shall be responsible for the fulfilment of the agreed *provision of support by the Customer*. However, the *Customer* shall not be obliged to undertake such provision of support. The *Contractor* shall be entitled without limitation to the legal remedies arising from such a failure by the Customer to provide support. However, any agreed exclusions and limitations of liability shall apply accordingly.