

DAIMLER TRUCK

General Purchase Conditions of Daimler Truck AG for IT Part K - Licensing of Content for Mobile Apps

1. Subject Matter/Scope

1.1 General

These Special Provisions of the GPC-IT (Part K) as applicable at the time of contract formation shall apply together with the General Provisions of the GPC-IT (Part A) as an integral part of the Contract in relation to the licensing of content for mobile apps.

1.2 Provision and Licensing of Content

The Contractor shall make available online to the Customer specific information and materials ("Content"), transfer and license this Content, so that such will allow the Customer to pass the Content on to customers and/or to group companies of Daimler Truck AG ("group companies"). This shall also apply to ongoing updates of the Content by the Contractor during the term of any order as well as any transition period, unless expressly agreed otherwise in the respective order.

1.3 Order of Content by Customer

The Customer shall order the Content from the Contractor using the Annex "Scope of Licensing of Content for Mobile Apps" ("Order Form"). The Contractor is obliged to accept such orders unless they contradict agreed conditions and regulations. An order shall be deemed to be accepted unless the Contractor expressly objects to such within 5 working days of receipt.

2. Licensing

2.1 Licensing of Content for Apps

Upon acceptance of an order, the Contractor shall grant the Customer and group companies a non-transferable, non-exclusive licence for the term specified in the Order Form to access, store, use, modify, distribute, publicly perform, publicly display, reproduce and exploit the Content for the purpose of making it available in apps and for online retrieval through apps that may be used by users worldwide. The licence shall also apply to any access, use and adaptation of the Content for the purposes of redistribution and making the Content available to users in mobile apps through all distribution channels ("platforms"). This also includes agreed ongoing updates of the Content during the term of the respective order and any transition period.

2.2 Use with Other Content

The Customer and any third party editing the Content on behalf of the Customer shall be entitled to modify, adapt, juxtapose, combine and use extracts from the Content in connection with its own or other content and to make the modified, adapted, juxtaposed, combined content and/or extracts thereof available to users via mobile apps.

2.3 Use of Content for Further Purposes

In addition, the Customer, the group companies and all dealers of DTAG vehicles are entitled to use the Content free of charge for presentation and marketing purposes as well as for the description of Content in user manuals and to additionally label the Content with their own brand ("co-branding").

2.4 Obligation of Users to Pay for Content

The Customer and the group companies may, at their discretion, charge users a fee for making the Content available.

2.5 Use for Own Purposes of User

The Contractor confirms that users are entitled to use the Content provided by the Customer or a group company for their own purposes in or in connection with an App.

3. Delivery and Provision of Content

3.1 The Contractor shall deliver the Content and/or provide the Content during the term and in accordance with the respective order in accordance with this Clause 3.

3.2 The Customer acknowledges that details of the Content are likely to require variation or amendment from time to time. For this purpose, the procedure pursuant to Clause 3.3 is agreed, whereby the Contractor may initiate and implement variations or changes.

3.3 If any variation or change to the Content is required which (i) materially alters the Content or (ii) jeopardises the availability, performance or quality of the Content, the Contractor shall notify the Customer of such in writing ninety (90) days in advance and, if the variation or change is instigated by a third party provider, as soon as possible providing details of the variation or change. If the Customer does not object in writing within thirty (30) days of receipt of the notice of the proposed variation or change, the proposed variation or change shall be deemed to have been accepted. The Customer is not entitled to object to any variations or changes if such are required by applicable law, government orders or for technical reasons, or if the variations or changes constitute an upgrade of the Content.

However, the Customer may object if the variations or changes require more than an insignificant investment by the Customer or group companies or endanger the availability, performance or quality of the service or content to customers, drivers and/or owners.

3.4 The Contractor is obliged to use industry standards and appropriate standard procedures for carrying out security data backups.

3.5 For at least three (3) years after the ending of the term of any order, irrespective of the reason for the ending of such, the Contractor shall continue to supply and/or make available the Content to users of apps who have purchased the Content from the Customer or a group company prior to the end of the term of the Order (the "transition period"). The Content shall be delivered or made available as per the order. These GPC-IT Part K and the Order Form shall then apply accordingly to this Content.

4. Terms of Use

4.1 The Contractor and the Customer agree that users do not have to accept separate (end) user licence agreements from the Contractor. The right of users to use the Content shall be granted by the licence pursuant to Clause 2.

4.2 Users should use the Content only for the purposes described in Clause 2.5. However, the Contractor acknowledges that the Customer does not have the technical means to restrict or prohibit the use of the Content by users for other purposes and that the Customer shall not be liable for any prohibited use or use not provided for within the scope of the licence.

5. Data Protection

5.1 The Contractor is obliged to comply with applicable data protection and privacy laws and regulations.

5.2 The Contractor warrants that it will not use cookies or other technical means to transfer personal data (including localisation data) from the App.

6. Support

The Contractor shall, during the term of an order and during any transition period, provide support to the Customer, but not directly to users of apps, in accordance with the Contractor's usual terms and conditions.

7. Warranties

7.1 Each party warrants that it has the right, prerequisites and authority to enter into the respective order.

7.2 During the term of an order and any transition period, the Contractor shall provide and/or deliver the Content in accordance with the provisions of these GPC-IT Part K and the respective order.

7.3 The Contractor warrants that the use of the Content and its performance in accordance with these GPC-IT Part K and the respective order does not infringe any third-party rights in the area described therein.

7.4 The Contractor warrants that the Content and its performance comply with the requirements of applicable law in the area described in the order.

7.5 The Contractor warrants that during the term of any order and any transition period, the Content and its performance will not contain any objectionable, sexually explicit, racist or offensive material or any material that is contrary to public policy in the area described in the order.

8. Remuneration and Payments

The Customer shall remunerate the Content and the performance according to the requirements of the order. This covers all contractual performance including licensing and support.

9. Term and Termination

9.1 The term for any Content is determined by the respective order.

9.2 These Special Provisions of the GPC-IT (Part K), including the licensing contained herein, shall apply accordingly also during any transition period pursuant to Clause 3.5.