DAIMLER TRUCK

NP.50.70.107 – Annex Mobile Apps

Version 02/2022

1. Scope

1.1 These provisions supplement the contractual provisions for the creation and/or delivery of applications for mobile end devices ("Main Contract") between the Contractor and Daimler Truck AG or affiliated companies within the meaning of § 15 of the German Stock Corporation Act (*AktG*) ("Customer") with provisions in connection with application software for mobile end devices ("apps"). In this respect, these provisions shall prevail in relation to the Main Contract.

1.2 In relation to performance related to apps, these provisions shall apply together with, and prevail over, the General Terms and Conditions of Purchase for IT of Daimler Truck AG (GPC-IT). In relation to conceptual services, individual software development, maintenance and adaptation for apps, GPC-IT Part A and Part H shall also apply. In the case of the development of individual software and the adaptation of software based on agile development methods, GPC-IT Part A and Part L shall also apply.

1.3 Apps are - in distinction to other software - applications for use on mobile end devices under the operating systems Blackberry OS, iOS (Apple), Android, Symbian (Nokia) and Windows Mobile/Phone as well as their respective successors. This includes permanently integrated content (such as graphics, videos and sounds) of the respective app.

2. Free and Open Source Software

2.1 The Contractor is not permitted to include so-called "free software" or "open source software", which can normally be obtained free of charge and open source ("FOSS"), in services for the performance of the contract. This shall also apply if their licence and usage conditions expressly permit the use of this FOSS in its original, modified, derived or other form.

2.2 Any use of FOSS in services is only permitted with the prior written consent of the Customer in the respective individual case. Any use of FOSS without such consent shall be deemed a material breach of a contractual duty (*wesentliche vertragliche Pflichtverletzung*). If any contractual performance of the Contractor contains FOSS which has not been consented to, this contractual performance shall be deemed to be defective.

2.3 The written consent of the Customer must be obtained separately by the Contractor in each individual case. The details in this regard contained in the respective current version of the "Annex - Free & Open Source for Mobile Apps" with the accompanying "Annex - Disclosure Free & Open Source for Mobile Apps" shall also apply and prevail.

3. Performance Requirements and Targets

3.1 The Contractor warrants that it has entered into the necessary agreements for the use of the development environment and tools.

3.2 The Contractor undertakes to comply with the current technical and content-related specifications of the operators of reference platforms ("platform operators") when providing services for apps. Compliance with these specifications is crucial for apps to be recognised by platform operators and released for publication. Therefore, the approval of the app by the respective platform operator for publication is a material contractual target. If the platform operator refuses to approve an app, the Contractor must demonstrate that the reason for this does not fall within its area of responsibility.

3.3 The app must comply with the technical and content requirements of the Customer, in particular within the framework of the current blue-listing process. These requirements shall be communicated to the Contractor upon commissioning. Any exceptions to these requirements shall be agreed in writing.

3.4 The Contractor shall ensure that the app has appropriate security and data protection measures for its intended use (such as a complex password lock) that cannot be circumvented.

4. Advisory Services, Information Duties

4.1 The Contractor shall advise the Customer on the appropriate type of app implementation (e.g. "static" app with permanently integrated content or "web app" with dynamically loadable content).

4.2 The duty to advise shall also include the provision of information by the Contractor as to whether and to what extent, in its experience, the implementation of certain requirements leads to the refusal of approval of an app by platform operators.

4.3 The Contractor shall advise the Customer on back-up issues and show in detail which app contents are stored on third-party servers (for example as part of a back-up) and by which measures such data dissemination can be avoided.

4.4 The Contractor shall disclose to the Customer in detail and in writing whether and, if so, which personal data are processed by the app in accordance with the General Data Protection Regulation. The Contractor shall ensure the handling of personal data by the app in accordance with the applicable regulations (e.g. only encrypted transmission).

5. Rights of Use and Exploitation

5.1 In respect of conceptual services, individual software development, maintenance and adaptation for apps, the Contractor shall grant the Customer an exclusive, indefinite, irrevocable and transferable right of use and exploitation, unlimited in terms of territory as well as content, to the app as well as the documentation created in the course of its development, including the source code, and hereby warranties such. In addition, the provisions of GPC–IT Part H shall apply or, in the case of the development of individual software and the adaptation of software based on agile development methods, the provisions of GPC–IT Part L shall apply.

5.2 In relation to standard software for apps, the Contractor shall grant the Customer a non-exclusive, indefinite, irrevocable and transferable right of use and exploitation to the app and the documentation, including the source code, unlimited in terms of territory and content, and hereby warranties such. The provisions of GPC–IT Part E shall also apply.

5.3 The right of use and exploitation shall in each case include the right to reproduce the app (together with documentation and source code) within the meaning of § 69c 1 Copyright Act (*UrhG*), and the right to exploit the app, including passing it on to third parties, as well as the granting of corresponding rights of use.

5.4 The rights of use granted also include any permanently integrated content (such as graphics, videos and sounds) of the respective app.

6. Third Party Rights

6.1 The Contractor warrants that the app and its contents are free from any third party rights and FOSS components.

6.2 The only exceptions are

   a) FOSS components to the use of which the Customer has expressly consented in writing in accordance with the procedure laid down for this purpose (see 2.2 above) and

   b) content of the app provided by the Customer.