General Terms and Conditions (GTCs) for DCS-T Certificates

(„**DCS-T Certificate GTCs**")

Version 02/2021

1. **Scope and Agreement components**

1.1   The provision by Daimler Truck AG ("**DTAG**"), or one of its affiliated companies (para 15 sqq. of the German Stock Corporation Act (AktG)), of digital certificates with respective associated private key to access control devices ("**DCS-T Certificates**") is exclusively subject to the following terms and conditions. Any general terms and conditions of the company intending to use DCS-T Certificates (the "**User**") are not part of the Agreement, even if these are included with calls for tenders, orders, or declarations of acceptance and no objection was raised to them.

1.2   In addition to these GTCs the respective current version of Annexes 1 and 2 applies. The current version at the time of conclusion of these GTCs is attached hereto as an annex in each case. Any updates shall be provided before a DCS-T Certificate is requested in the diagnostic portal, which is part of DTAG's supplier portal. The applicable updated version at the time when DCS-T Certificates are issued is definitive.

2. **Subject of the Agreement**

2.1   This Agreement regards the provision of DCS-T Certificates for accessing control devices on a loan basis. DCS-T Certificates are needed for secure diagnosis, secure coding and secure onboard vehicle communications and are provided exclusively for this purpose. All DCS-T Certificates and their characteristics are listed exhaustively in **Annex 1** ("**Certificate Description**") in the current version at the time when the DCS-T Certificate is issued.

2.2   By these GTCs the overall regulations for DCS-T certificates are agreed upon ("**Framework Agreement**"). Each certificate issued establishes a separate lending relationship ("**Individual Contract**") for the specific DCS-T Certificate under this Framework Agreement.

2.3   A DCS-T Certificate is either issued for a natural person ("**DCS-T Certificate Holder**") or for a User with an assigned person named by the User to be competent and responsible for ensuring its proper handling ("**DCS-T Certificate Responsible**").

3.   **Conclusion of the Agreement**

3.1   These GTCs as the Framework Agreement must be established in writing and signed by both parties.

3.2   Any offer made by the User to DTAG regarding the conclusion of the Framework Agreement can exclusively be submitted in writing. DTAG will provide offer acceptances in writing.

3.3   Each issue of a DCS-T Certificate establishes a separate lending relationship. The User shall ensure that only its authorized representatives request only such DCS-T Certificates for the respective DCS-T Certificate Holder or DCS-T Certificate Responsible that are needed to fulfill their tasks.

3.4   A lending relationship for a specific DCS-T Certificate is established when DTAG explicitly accepts a request for this DCS-T Certificate in writing or issues the DCS-T Certificate.

3.5   A DCS-T certificate may only be requested for a User's group company (Section 15 et seq. German Stock Corporation Act – "AktG") under the following conditions: Prior to the request, the User ensures by way of a contract with the group company that any obligations towards DTAG as well as any rights of DTAG based on the Framework Agreement and any Individual Contract are agreed upon with direct effect for DTAG and remain into effect for the term of any issued DCS-T Certificates ("Contract for the benefit of a third party", section 328 German Civil Code – "BGB"). The group company is only entitled to request a DCS-T Certificate after prior provision of the respective contract by the User as appropriate proof of compliance with these conditions. The User shall guarantee compliance with these conditions and the obligations of a group company.

4. **Contractual performance**

4.1　The characteristics of each DCS-T Certificate are defined by the current Certificate Description from DTAG at the time when each Individual Contract is concluded.

4.2　A DCS-T Certificate shall be provided in the manner offered by DTAG at the time when each Individual Contract is concluded. This could involve sending a digital transmission using an encrypted PKCS#12 container, for instance, or making it available for DCS-T Certificate retrieval by software offered by DTAG for this purpose (such as ZenZefi).

4.3　In the event of any questions in connection with a DCS-T Certificate, the User can contact an information source designated by DTAG.

5. **Conditions for using DCS-T Certificates**

5.1　A DCS-T Certificate is issued either to a DCS-T Certificate Holder or to a User with assignment of a DCS-T Certificate Responsible. The User shall ensure that the provisions of these GTCs are followed by the DCS-T Certificate Holder or DCS-T Certificate Responsible, on whose behalf it has requested DCS-T Certificates. Any violations by DCS-T Certificate Holders or DCS-T Certificate Responsibles or authorized persons (see section 5.5) shall always be attributed to the User. If a DCS-T Certificate Holder or DCS-T Certificate Responsible violates the provisions of these GTCs, DTAG can prohibit the further use of the DCS-T Certificates in whole or in part. If a DCS-T Certificate is requested for one of the User's sub-contractors, these provisions shall apply accordingly. In this case, the User shall particularly ensure by way of a contract that the User's obligations based on the Framework Agreement and the respective Individual Contract have been passed on to the subcontractor beforehand.

5.2　The use of DCS-T Certificates is only permissible at the User's own sites, only within the scope of the intended purpose for the respective certificates, and only by the DCS-T Certificate Holder or under the supervision and responsibility of the respective DCS-T Certificate Responsible, with no private use permitted.

5.3　For the use of DCS-T Certificates only devices with access protection and security mechanisms that meet the current DTAG requirements at the time when the certificate was issued are permissible. When using the DCS-T Certificates, the requirements of the norm ISO 27001 or acknowledged comparable norms (such as Automotive TISAX) and the DTAG security requirements as per **Annex 2** of these GTCs ("**Basic Security for DCS-T Certificates**") in accordance with the current state-of-the-art must be observed. In the event of any ambiguity, the User shall consult its contact partner at DTAG for clarification.

5.4　Prerequisite for the handling of DCS-T Certificates is the use of software provided or explicitly approved by DTAG for this purpose (such as ZenZefi). The User must ensure that the security requirements are fulfilled, and shall demonstrate this by submitting a suitable security concept. Under no circumstances a DCS-T Certificate may be accessed by using software which was not provided or explicitly approved by DTAG (such as ZenZefi).

5.5　Using DCS-T Certificates requires strict compliance with the obligations and definitions in these GTCs, both by the User and by any persons authorized by the User to work with the DCS-T Certificates. In addition to the DCS-T Certificate Holder and the DCS-T Certificate Responsible, authorized persons also include such natural persons who are required as per these GTCs to work with DCS-T Certificates and to interact with the necessary software for the use of DCS-T Certificates ("**need-to-know principle**"). If these requirements are not fulfilled or are no longer completely fulfilled, DTAG can prohibit the further use of DCS-T Certificates, in whole or in part, with immediate effect.

6. **Security obligations of the contractual partner**

6.1　The User shall ensure that the IT infrastructure used for handling the DCS-T Certificates, as well as access to the DCS-T Certificates, complies with DTAG's current security requirements (see section 5.3). This also applies to connections through local networks and storage media.

6.2 DTAG can make appropriate changes to the requirements named in section 6.1, and shall notify the User of any changes in a suitable manner. The changed version shall become binding two weeks after notification of the User. The User can only terminate the Framework Agreement as a whole, together with all of the Individual Contracts, within two weeks of receiving notice of a changed version, in writing, with immediate effect, if the User does not agree to the changes (special termination right).

6.3 At the latest when a DCS-T Certificate is requested, the User shall ensure that all security precautions are fulfilled.

7. Confidentiality obligations of the contractual partner

7.1 The DCS-T Certificates and any associated information, as well as the content of this Framework Agreement, are to be treated strictly confidential. Any use of the DCS-T Certificates, information, and agreement content beyond the agreed purpose of the specific DCS-T Certificate issued shall always constitute a serious violation of DTAG's company and trade secrets. This does not apply to passing on contractual content to group companies (see section 3.5) or subcontractors (see section 5.1) as far as the User is obligated to pass on the contractual obligations of these GTCs to a group company or a subcontractor.

7.2 The User shall only entrust persons with access to DCS-T Certificates and with the use of the necessary software and systems, in which the DCS-T Certificates are used, who are required to use them according to these GTCs.

7.3 The User shall prevent any handling of the DCS-T Certificates by persons who are not entrusted with such handling according to these GTCs. This particularly applies to personnel who are not assigned to the specific order that requires access to DCS-T Certificates and are correspondingly obligated to maintain confidentiality.

7.4 Any possible access by third parties, who are not entrusted with the handling of DCS-T Certificates and the use of the necessary software for DCS-T Certificates, is strictly prohibited. Also strictly prohibited is any disclosure to third parties of the access information for systems and applications that a User is using for the handling of DCS-T Certificates.

7.5 In addition, the User's confidentiality obligations as agreed for the respective order placement shall apply as far as these requirements contain stricter or further extensive requirements than these GTCs.

8. Information and correction obligations

8.1 At DTAG's request, the User shall provide unlimited, immediate and comprehensive information about all security and confidentiality measures relating to the handling of DCS-T Certificates, as well as compliance with and controlling of these. To this end, the User shall provide corresponding documentation and data along with explanations. Upon request, the User shall permit DTAG to review these security and confidentiality measures or to have them reviewed by third parties who are obligated to maintain confidentiality. Upon request, the User shall provide DTAG with the necessary audit reports as proof of appropriate security and confidentiality measures for subcontractors who have or could gain access to DCS-T Certificates.

8.2 The User shall immediately provide DTAG with detailed information about any inadequate security or confidentiality measures and about any suspected violations of such measures, without being requested, first in text form and then in writing to the address designated by DTAG and the User shall, upon request, immediately provide any additionally requested information in this regard without limitation. This also applies to any foreseeable access or access attempts by third parties to devices for the use of DCS-T Certificates.

8.3 The User shall immediately rectify any inadequacy of security or confidentiality measures and shall inform DTAG of corresponding measures immediately, first in text form and then in writing to the address designated by DTAG.

9. **Other requirements**

9.1 The User shall appoint a general contact person who is responsible for executing this Agreement, and shall provide this name to the address designated by DTAG. DTAG shall appoint a general contact person for this Agreement.

9.2 In case of doubt, the User shall provide proof of compliance with contractual obligations also by its appointed personnel and subcontractors.

9.3 It is the User's responsibility to ensure operations in the working environment for the DCS-T Certificate, particularly the systems for using DCS-T Certificates, and to provide adequate protection from outages.

9.4 The User shall immediately report any disruptions in the use of DCS-T Certificates to the address designated by DTAG. This shall not establish any rights of the User.

9.5 DTAG is entitled to monitor and audit the performance of measures to implement the obligations from these GTCs (and the additional provisions), particularly compliance with usage rights for DCS-T Certificates, either itself or through third parties who are obligated to confidentiality, on site as well. The User shall provide the necessary information and present corresponding documentation completely, as well as granting access to sites where the systems containing DCS-T Certificates are located, including the rooms and computer systems. The User shall bear the costs of an audit if a violation of the obligations from these GTCs is determined; otherwise, DTAG shall bear the costs. Upon request, the User shall provide DTAG with the necessary audit reports as proof of compliance with the obligations from these GTCs for any subcontractors who have or could gain access to DCS-T Certificates.

9.6 DTAG can bindingly object to specific persons' use of DCS-T Certificates at any time for any not insignificant reason.

10. **Compensation**

DTAG shall make the DCS-T Certificates available free of charge.

11. **Warranty**

11.1 The DCS-T Certificates shall be provided as they are used by DTAG. Warranty rights shall only exist if DTAG is responsible for either intent or gross negligence, or if DTAG has fraudulently concealed a defect. This also applies to any support services.

11.2 The User shall immediately report any defects in comprehensible, detailed form, including all information that is helpful for identifying and analyzing the defect, in writing or electronically to the address designated by DTAG. In particular, this must include the work steps that led to the defect, the manner in which it appeared, and its effects. Unless otherwise agreed, the corresponding forms and procedures of DTAG shall be used.

12. **Liability**

12.1 DTAG shall provide damage compensation or compensation for futile expenditures, regardless of legal grounds (e.g. for legal transaction or similar obligations, a violation of obligations, or unlawful actions), without limitation in the event of intent or gross negligence; for the injury of life, body or health; and according to the provisions of the Product Liability Law. DTAG shall not be held liable beyond this.

12.2 The above liability limitation shall also apply to the personal liability of DTAG's employees, representatives, corporate bodies, and vicarious agents.

12.3 DTAG reserves the right to claim contributory negligence.

12.4 The User shall be liable to DTAG in conjunction with these DCS-T Certificate GTCs according to the statutory regulations. Any further liability by the User toward DTAG in conjunction with other agreements or services shall remain unaffected.

12.5 In addition to compensation for its own damage, DTAG can also request compensation for damage caused by the User or the User's vicarious agents or assistants, including subcontractors, to other Group companies by way of performance to DTAG, as if it were DTAG's own damages.

13. **Rights for handling a DCS-T Certificate**

13.1 DTAG hereby grants the User only a simple, non-exclusive and non-transferrable right to a DCS-T Certificate to use the Certificate during the lending period within the scope of the purpose for which it was provided. If the DCS-T Certificate is issued for a specific person, the usage right is also personally limited to the specific DCS-T Certificate Holder. The User's subcontractors are entitled to exercise this usage right as defined in these GTCs where this is necessary for the contractual use of the respectively granted certificate.

13.2 It is not permitted to create copies of DCS-T Certificates, except as far as this is necessary for the contractual use of the respectively issued certificate. Reworking and editing of the DCS-T Certificates by the User or by commissioned third parties is not permitted.

13.3 Any DCS-T Certificates and electronic copies that are no longer needed shall be properly destroyed. It must always be ensured that no unauthorized access can take place.

13.4 DTAG can take appropriate technical measures to prevent non-contractual use. This shall not impair the contractual use of the services.

13.5 Upon request, the User shall permit DTAG to review whether the User is utilizing the DCS-T Certificates within the scope of the granted usage rights. The provisions in section 9.5 apply correspondingly.

13.6 Prerequisite for granting rights to DCS-T Certificates is compliance with these GTCs. In the event of a violation by the User (or by a vicarious agent or assistant) of these GTCs, DTAG can prohibit further use of the DCS-T Certificates, in whole or in part, with immediate effect. In the event of a prohibition, DTAG can request written confirmation from the User that all copies have been deleted or destroyed. The right to assert claims for damages remains unaffected.

13.7 DTAG can revoke the User's usage right at any time and/or terminate the Framework Agreement and all Individual Agreements without notice period if the User oversteps its usage rights or violates provisions intended to prevent unauthorized use. DTAG shall in principle set an appropriate grace period for the User first, if this does not pose any disadvantage to DTAG.

14. **Term of the Agreement**

14.1 This Framework Agreement shall take effect when it is signed by DTAG and the User, for an indefinite period of time.

14.2 The term of an Individual Contract for a specific DCS-T Certificate in principle corresponds to the validity period for this DCS-T Certificate, which is announced when the certificate is issued. DTAG and the User can ordinarily terminate an individual agreement in text form without notice period.

14.3 DTAG and the User can ordinarily terminate this Framework Agreement, in whole or in part, with three months' notice period to the end of a calendar month. Such termination must be declared in writing in order to be valid.

14.4 The right to extraordinary termination for good cause remains unaffected. Good cause for DTAG particularly exists in the case of any violation by the User (or by a vicarious agent or assistant, including subcontractors) of obligations in connection with confidentiality and security, as well as in the case of an objective suspicion of security or confidentiality violations which the User does not fully dispel in a timely manner after being notified by DTAG. The right to assert claims for damages remains unaffected.

14.5 Upon cessation of the Framework Agreement or an individual agreement, as well as in the case of a partial or full prohibition of use, the User shall immediately cease any and all use of the affected DCS-T Certificates and completely delete all DCS-T Certificates. DTAG can request the User to provide written confirmation of the deletion or destruction of all copies. The right to assert claims for damages remains unaffected.

15. Data protection

15.1 The User shall conclude any necessary data protection agreements with DTAG regarding the handling of personal data.

15.2 DTAG's sphere of influence. DTAG is not responsible for data processing within the User's area of responsibility or sphere of influence. Responsibility for collecting and transmitting data to DTAG for the purposes of Framework Agreements and Individual Contracts, as well as for their performance, shall be borne solely by the User. In this regard, the User is also the controller with regard to the DCS-T Certificate Holders and DCS-T Certificate Responsibles.

15.3 The User must comply with Directive (EU) 2016/679 ("**General Data Protection Regulation**" or "**GDPR**") as well as other statutory data privacy regulations. A violation of data privacy regulations is also considered a violation of material contractual obligations.

16. Miscellaneous

16.1 Within the framework of its commercial dealings with DTAG, the User is obliged to desist from all practices which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on the part of persons employed by the User or other third parties. In the event of violation of the above, DTAG has the right to immediately withdraw from or terminate all legal transactions existing with the User and the right to cancel all negotiations. The above notwithstanding, the User is obliged to adhere to all laws and regulations applicable to both itself and the commercial relationship with DTAG.

16.2 The User shall observe the applicable import and export regulations for goods and services on its own responsibility. In the event of an international delivery or service, the User shall bear all applicable customs duties, fees, and other charges. The User shall handle all statutory and official proceedings relating to international deliveries or services on its own responsibility, unless as far as explicitly agreed otherwise.

16.3 The User cannot transfer to third parties any rights or obligations arising from or in connection with the Agreement, or its initiation, without DTAG's prior consent.

16.4 The User can only offset against DTAG's claims or assert retention rights if the User's counterclaim from the same agreement is ready for judgement or legally binding.

16.5 Each Agreement concluded according to these conditions shall remain otherwise binding even if single provisions are legally invalid or in the case of regulatory gaps. If a provision should be invalid or incomplete in full or in part, the parties to the Agreement shall immediately strive to achieve the desired economic effect of the invalid or incomplete provision in another, legally permissible, manner.

16.6 DTAG is entitled to transfer the Framework Agreement to a Group company headquartered in Germany.

16.7 The exclusive place of jurisdiction is Stuttgart (Mitte).

16.8 German law applies. The applicability of German International Private Law (IPR) and the UN Convention on Contracts for the International Sale of Goods is excluded.

16.9 Even if this English version of these GTCs has been prepared with care and diligence, it is impossible to create an identical substitute of the original German version of these GTCs ("**Allgemeine Geschäftsbedingungen für DCS-T-Zertifikate**"). In case of any conflict between this English version and the German original, the German original will prevail.

Annexes

Attachment 1   A_2_Basic_Security_for_DCS-T_Certs_v1.6

Attachment 2   A_3_DCS-T Certificates_v1.1

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Daimler Truck AG

Signature	Signature

Name (Print)	Name (Print)

Title	Title

Place, date	Place, date

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