

General Terms and Conditions (GTCs) for ZenZefi-T

(„ZenZefi-T GTCs“)

Version 02/2021

1. Scope and Agreement components

- 1.1 The provision of ZenZefi-T software (“**ZenZefi-T**”) by Daimler Truck AG (“**DTAG**”), or one of its affiliated companies (para 15 sqq. of the German Stock Corporation Act (AktG)), is exclusively subject to the following terms and conditions. Any general terms and conditions of the company intending to use ZenZefi-T (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. Updates are provided at the time of retrieval of a new ZenZefi-T version in the diagnostic portal, which is part of DTAG’s supplier portal, and become effective at the time of retrieval of a new version.

2. Subject of the Agreement

- 2.1 This Agreement regards the provision of ZenZefi-T on a loan basis for use by persons who have been entrusted by the User with such use.
- 2.2 ZenZefi-T ensures the secure handling of DCS Certificates with respective associated private key to access control devices (“**DCS Certificates**”). Special provisions apply to these DCS Certificates and their use (“**GTCs for DCS Certificates**”).

3. Conclusion of the Agreement

- 3.1 These GTCs must be established in writing and signed by both parties.
- 3.2 An offer made by the User to DTAG regarding the conclusion of the Agreement can exclusively be submitted in writing. DTAG will exclusively provide offer acceptances in writing.
- 3.3 The Agreement takes effect when DTAG explicitly accepts a legally binding offer in writing or makes ZenZefi-T available.
- 3.4 ZenZefi-T may only be used by a User’s group company (Section 15 et seq. German Stock Corporation Act – “AktG”) under the following conditions: Prior to the use, 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 these GTCs are agreed upon with direct effect for DTAG and remain into effect for the term of use of ZenZefi-T (“Contract for the benefit of a third party”, section 328 German Civil Code – “BGB”). The group company is only entitled to use ZenZefi-T 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 ZenZefi-T are defined by the current description from DTAG in the diagnostic portal (**Annex 1**) at the time this Agreement is concluded.
- 4.2 ZenZefi-T is provided as a download.
- 4.3 In the event of any questions in connection with ZenZefi-T, the User can contact an information source designated by DTAG.

5. Conditions for using ZenZefi-T

- 5.1 The following conditions for the use of ZenZefi-T must be fulfilled at the latest when a DCS Certificate is requested.

- 5.2 The use of ZenZefi-T is only permissible at the User's own sites, only within the scope of the intended purpose for the respective DCS Certificates, and only by the authorized persons in each case, with no private use permitted.
- 5.3 Prerequisite for the use of ZenZefi-T is compliance with DTAG's system requirements (**Annex 2**). These are available in the diagnostic portal.
- 5.4 For the use of ZenZefi-T only devices with access protection and security mechanisms that meet the current DTAG requirements are permissible. When using ZenZefi-T, the requirements of the norm ISO 27001 or acknowledged comparable norms (such as Automotive TISAX) in accordance with the current state-of-the-art and the DTAG security requirements must be observed. In the event of any ambiguity, the User shall consult its contact partner at DTAG for clarification.
- 5.5 Using ZenZefi-T 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 ZenZefi-T. Authorized persons are such natural persons who are required by these GTCs to work with ZenZefi-T ("**need-to-know principle**"). The User shall properly protect ZenZefi-T from access by other persons. If these requirements are not fulfilled or are no longer completely fulfilled, DTAG can prohibit the further use of ZenZefi-T, in whole or in part, with immediate effect.

6. Security obligations of the contractual partner

- 6.1 The following security obligations must be fulfilled at the latest when a DCS Certificate is requested.
- 6.2 The User shall ensure that the IT infrastructure used to operate ZenZefi-T complies with DTAG's security requirements for DCS Certificates. This also applies to connections through local networks and storage media.
- 6.3 The User must install all available updates for ZenZefi-T and must always use the latest available version of ZenZefi-T. DTAG will inform the User in a suitable manner when updates and new versions of ZenZefi-T are available. If it is unreasonable for the User to use the latest version, the User is entitled to use the previous version for an appropriate transition period.
- 6.4 The User shall ensure that the security measures relating to the access to ZenZefi-T (see section 5.3) are met as applicable at the time of conclusion of these GTCs, as far as they contain stricter or additional requirements than these GTCs. DTAG can make appropriate changes to these requirements, 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 terminate the Agreement 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).

7. Confidentiality obligations of the contractual partner

- 7.1 ZenZefi-T and any associated information, as well as the content of this Agreement, are to be treated strictly confidential. Any use of ZenZefi-T and the information beyond the specific purpose defined by DTAG in section 2.2 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 3.4) and to subcontractors (see section 13.1) 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 ZenZefi-T and with the use of the systems, in which it is operated, to persons who are required to use them according to these GTCs.
- 7.3 The User shall prevent any use of ZenZefi-T by persons who are not entrusted with the use of ZenZefi-T according to these GTCs. This particularly applies to personnel who are not assigned to the specific order that requires access to control devices through DCS Certificates and are correspondingly obligated to maintain confidentiality.

7.4 Any possible access by third parties, who are not entrusted with the use of ZenZefi-T according to these GTCs, 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 to access ZenZefi-T.

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 use of ZenZefi-T 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 ZenZefi-T.

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 ZenZefi-T.

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 ZenZefi-T, particularly the systems for using ZenZefi-T, and to provide adequate protection from outages.

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

9.5 DTAG is entitled to monitor and check the performance of measures to implement the obligations from these GTCs (and the additional provisions), particularly compliance with usage rights for ZenZefi-T, 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 ZenZefi-T are located, including the rooms and computer systems. The User shall bear the costs of an inspection 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 ZenZefi-T.

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

10. Compensation

DTAG shall make ZenZefi-T available free of charge.

11. Warranty

11.1 ZenZefi-T shall be provided as it is 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 ZenZefi-T 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 to use ZenZefi-T

13.1 DTAG hereby grants the User only a simple, non-exclusive and non-transferrable right to ZenZefi-T to use ZenZefi-T at the User's own sites or a subcontractor's sites during the lending period, within the scope of the purpose for which it was provided. If ZenZefi-T is used by a subcontractor of the User, the User shall contractually ensure that the User's obligations under these GTCs have been passed on to the subcontractor beforehand. In this case, the User shall ensure that the subcontractor fulfills all obligations under these GTCs.

13.2 It is not permitted to create copies of ZenZefi-T, except as far as this is necessary for the contractual use of ZenZefi-T. The above prohibition excludes the creation of a backup copy. The User may only create a backup copy as far as this is necessary to ensure future use. Reworking and editing of ZenZefi-T by the User or by commissioned third parties is not permitted.

13.3 Any data carriers, documentation and electronic copies that are no longer needed must 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 ZenZefi-T within the scope of the granted usage rights. The provisions in section 9.5 apply correspondingly.

13.6 Prerequisite for granting rights to ZenZefi-T is compliance with these GTCs and with the GTCs for DCS Certificates. In the event of a violation by the User (or by a vicarious agent or assistant) of these GTCs or the GTCs for DCS Certificates, DTAG can prohibit further use of ZenZefi-T, 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 Agreement 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.

13.8 Following a revocation, the User shall explicitly confirm to DTAG in writing that it has ceased to use ZenZefi-T, and shall provide DTAG with corresponding proof upon request.

13.9 For free and open-source software (“**FOSS**”) components the applicable licensing terms and terms of use shall prevail.

14. Term of the Agreement

14.1 This Agreement shall take effect for an indefinite period of time when upon acceptance by DTAG as per section 3.3.

14.2 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.

14.3 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.

14.4 Upon cessation of the Agreement, as well as in the case of a partial or full prohibition of use, the User shall immediately cease any and all use and delete ZenZefi-T completely. 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 is only responsible for data processing in respect of data privacy in the context of the DCS Certificate issuing process and certificate administration in ZenZefi-T where such data processing takes place within 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 processing in connection with the use of ZenZefi-T shall be borne solely by the User. In this regard, the User is also the controller with regard to the affected data subjects.

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 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 ZenZefi-T**"). In case of any conflict between this English version and the German original, the German original will prevail.

Annexes

Attachment 1 C_2_ZenZefi-T_Function_20230901

Attachment 2 C_3_ZenZefi-T_SystemRequirements_20230901

If this document was sent electronically it is valid without a signature.

Daimler Truck AG

Signature

Signature

Name (Print)

Name (Print)

Title

Title

Place, date

Place, date



Signature

Signature

Name (Print)

Name (Print)

Title

Title

Place, date

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