



1. Scope of Application

- 1.1 The following terms and conditions apply to the purchase of call quotas for API call-offs from Snap-On Business Solutions GmbH ("**Provider**") and the redemption of these quotas for the retrieval of Remote Diagnostic Support Data ("**RDSData**") and Remote Maintenance Support Data ("**RMS Data**") by the purchaser ("**Customer**"), unless otherwise specified in these GTC RS-API. The general terms and conditions of the Customer do not form part of the Agreement, even if attached to invitations to tender, purchase orders or declarations of acceptance and not explicitly rejected.
- 1.2 The redemption of quotas for API call-offs is technically carried out via the Mercedes-Benz /Developers Portal, which is operated and offered by Mercedes-Benz Connectivity Services GmbH ("**MBCS**").
- 1.3 The registration and creation of an App ID in the Mercedes-Benz /developers Portal (see 3.1 lit. c)) is subject exclusively to the terms and conditions of the Mercedes-Benz /developers Portal for users. Use of the API and RDS and RMS data retrieved is only subordinately subject to the terms and conditions of the Mercedes-Benz /developers Portal for users, unless these GTC RS-API contain deviating provisions.

2. Subject Matter of the Agreement and Necessary Data Release

- 2.1 The Customer acquires quotas for API call-offs from the Provider (see Clause 3 of these GTC RS-API) and can redeem them via the Mercedes-Benz /Developers Portal (see Clause 4 of these GTC RS-API).
- 2.2 The Customer may only retrieve RDS and RMS data via the API whose transmission is currently authorized by the End Customer in accordance with Section 2.3 below.
- 2.3 After accessing the API, RDS and RMS data are transmitted only to the extent that the Provider is required to do so in accordance with the conditions of the Mercedes Benz Uptime Portal (each individually: "**End Customer Portal**") by the authorized person ("**End Customer**") for the ("**Data Release**"). A data release requires that the Customer orders a request to the End Customer for such release in an End Customer Portal, specifying which data it would like to process for which purposes. This requires prior app registration by the Customer in the Mercedes-Benz /developers Portal with disclosure of the URL of a website which fully presents the required information with a legally permissible and effective content in the appropriate form. This URL is displayed to the End Customer at the time of the data release in the End Customer Portal. The End Customer can confirm the Customer's request in the End Customer Portal, thus approving the transmission of the queried data for the disclosed purpose. The End Customer can terminate a data release at any time.

3. Purchase of Contingents for API Call-Offs

- 3.1 Conclusion of the contract
 - a) An effective order of contingents for API call-offs requires that the Customer has a valid VAT ID and belongs to the eligible group of persons according to the EU regulations (715/2007, 692/2008, 595/2009, 582/2011, 858/2018 and 64/2012) with Business location within the European Union, an EFTA state or within the United Kingdom of Great Britain and Northern Ireland . If the customer has his place of business outside the aforementioned economic area or the aforementioned countries, a separate proof of authorization is required, which will be mentioned on request at the following e-mail address support_dtag@snapon.com





- b) Eligible persons include independent operators within the as well as persons associated with them. These can include: independent workshops, manufacturers of repair equipment, publishers of technical information, automobile club employees, breakdown service employees, suppliers of inspection and testing services, employees of facilities for the education and training of car mechanics.
- c) An effective order of contingents for API call-offs requires the specification of a valid individual Customer App ID. The creation of the App ID takes place in the Mercedes-Benz /developers Portal in accordance with the valid terms and conditions of the Portal.
- d) A valid order is an offer by the Customer to conclude a contract with the Supplier. Without a positive credit check and/or when using an invalid credit card , the order will not be technically completed and will not be received by the Provider. The Customer is committed to the order for six weeks ("**commitment period**").
- e) The contract is concluded when the Provider releases the contingents for API call-offs for use, or expressly accepts an effective order in writing or in text form within the commitment period.

3.2 Contract performance

- a) The scope of services and the nature of the contingents for API call-offs result in each case from the description of the contingents in the Service Info Mercedes-Benz Trucks Portal when the order is placed.
- b) Allotments for API call-offs can only be used for the App ID specified in the order.
- c) The use of the contractual service requires an effective data release by the End Customer in accordance with Section 2.3 of these GTC RS-API. The right of use for the contractual service is limited to the respective data and purpose listed in the Customer's request.
- d) Support is limited to responding to the Customer's queries in the usual course of business. Customers can contact sales support (Customer Service Center) on xentry.Customer.support@daimler.com.

3.3 Payment and taxes

- a) The amounts to be paid are due immediately on order placement by prepayment in euros, and will be charged via the specified credit card.
- b) Prices are net plus statutory VAT.
- c) Payments made by the Customer may be subject to withholding tax in the country of domicile, which must be paid by the Customer to the local tax authorities. Therefore, we recommend that the Customer obtain appropriate tax advice.
- d) The parties will take all measures in accordance with domestic law and any treaty on the avoidance of double taxation between the Customer's country of residence and the Federal Republic of Germany ("**Treaty**") to ensure a reduction of or exemption from taxes that might become payable in connection with the present contract.
- e) All taxes or duties and surcharges of any kind whatsoever in connection with payments made by the Customer and imposed on the Provider by the German tax authorities will be borne by the Provider. All taxes or duties and surcharges of any kind whatsoever in connection with payments made by the Customer and imposed or to be paid in a resident state of the Customer will be borne by the Customer. The above provision does not apply to taxes on income are imposed or are to be withheld in accordance with national regulations and Treaty, if any.





- f) To the extent that Customer is required by national regulations and by the Treaty, if any, to withhold taxes on payments under this contract, the Customer will use his best efforts to cause the payment to Provider to be taxed at the reduced rate of withholding tax under the Treaty, if any, or under national regulations at the time of payment.
- g) If the Customer is required to withhold taxes from payments under the present contract, the Customer will provide the Provider without undue delay with the original payment receipts from the national tax authority and any other documents that show evidence of the Provider as the tax payer, the amount of tax paid, the tax law and the legal regulation on which such tax payment is based, the tax rate or the amount on which such rate is based, and the date of payment of the tax.
- h) If the documents of the tax authority and the documents are issued in a language other than German or English, the Customer will have the documents translated into German or English at his own expense at the request of the Provider and will have the correctness of such translation certified either officially or by a notary public.

3.4 Rights to the quotas for API call-offs

- a) The Provider grants the Customer the right to use quotas for API call-offs to the extent specified in the contract. Unless otherwise specified in this contract, the Customer will be granted only a simple, non-exclusive, non-transferable right of use for the full duration of their validity. The right of use is limited to use for the Customer's own business purposes to which the Provider is entitled under data protection law within the meaning of Section 2.3. Any extended use must always be contractually agreed in advance.
- b) The Customer undertakes not to pass on the quotas - not even in extracts - to third parties or to make them accessible to them. An exception is made for other authorized persons pursuant to Sec. 3.1 lit. a) and b) who have a valid App ID pursuant to Sec. 3.1 lit. c).
- c) It will also require its employees to give an equivalent undertaking, so far as is legally possible.
- d) If quotas fall into the hands of third parties in violation of clauses 3.4 lit. a) - 3.4 lit. c), for example because the Customer passes them on or does not properly protect them against access by third parties, an appropriate contractual penalty to be determined by the Provider at his reasonable discretion must be paid, the appropriateness of which will be reviewed by the court of jurisdiction in the event of a dispute. The minimum amount is EUR 25,000.00 per ordered quota. This does not affect the right to enforce claims for damages offset by the contractual penalty.
- e) The Provider may take appropriate technical measures to protect against non-contractual use. The use of the supplies and services as contractually agreed must not be impaired as a result.





4. Redemption of Contingents for API Calls

The following regulations apply to the redemption of quotas for API call-offs through the use of the API and RDS and RMS data called off via the API.

4.1 Contract performance

- a) The Provider will provide the contractual services, in particular access to the API and the RDS and RMS data that can be accessed via the API, within his area of disposal. The scope of services, the nature, intended use and the conditions of use of the contractual services are set out in the terms and conditions of the Mercedes-Benz /Developers Portal.
- b) Any additional services, such as the development of customized solutions or necessary adjustments, require a separate contract.
- c) The Provider may provide updated versions of the API. The Provider will notify the Customer about updated versions and corresponding conditions in an appropriate manner, and will make them available to the Customer.
- d) An API call-off without outputting RDS or RMS data will not count against a purchased quota. The consumption of a quota by API call-offs with output of RDS or RMS data is defined in its description in the Mercedes-Benz /Developers Portal.

4.2 Rights to the API and the retrieved RDS and RMS data

- a) The API and RDS and RMS data retrieved via the API may only be used by the Customer to the extent specified in the contract, and only for the purposes agreed in the contract, to the extent that the Customer is entitled to do so under data protection law pursuant to Section 2.3. Unless otherwise specified in the contract, the Customer will only receive the simple, non-exclusive and non-transferable right to access the API during the term of the contract, and to use the functionalities associated with the API as well as the retrieved RDS and RMS data in accordance with the contract. The Customer does not receive any further rights, in particular to the API and the RDS and RMS data. The right of use only includes use for the Customer's own operating purposes. Any extended use must always be contractually agreed beforehand.
- b) The Customer will not be entitled to allow the API and the retrieved RDS and RMS data to be used by third parties who do not perform any operational tasks of the Customer, or to make them accessible to such third parties. In particular, the Customer is not permitted to reproduce, sell or temporarily transfer, rent out or lend the API or the RDS and RMS data accessed - not even in extracts - unless this is necessary for their use in accordance with the contract.
- c) It will also require its employees to give an equivalent undertaking, so far as is legally possible.
- d) In the event that the Customer exceeds the scope of use in violation of the contract, or in the event of an unauthorized transfer of use, the Customer will, upon request, immediately provide the Provider with all information available to him for asserting claims arising from use in violation of the contract, in particular the name and address of the End Customer. In such cases, the Customer must pay an appropriate contractual penalty to be determined by at the reasonable discretion of the Provider, whose appropriateness will be reviewed by the court of jurisdiction in the event of a dispute. The minimum amount is EUR 25,000.00 per violation. This does not affect the right to enforce claims for damages, although such claims will then be offset against the penalty.





- e) The Provider may revoke the Customer's access authorization and/or terminate the contract if the Customer significantly exceeds the use permitted to him, or violates provisions for protection against unauthorized use. In this context, the Provider can interrupt or block access to the contractual services. The Provider must always grant the Customer a reasonable grace period in which to remedy the situation. Mere revocation of the access authorization does not also constitute a contract termination. The Provider can assert the revocation of the access authorization without notice only for an appropriate period, a maximum of 3 months. The Provider's entitlement to remuneration for use exceeding the agreed use remains unaffected.
- f) The Provider may take appropriate technical measures to protect against non-contractual use. The use of the supplies and services as contractually agreed cannot be impaired as a result.

4.3 Availability

- a) The occurrence of force majeure (incl. strikes, lockouts and official decrees), short-term capacity bottlenecks due to peak loads, disruptions in third-party telecommunication systems or the performance of technical or other activities on the systems of the Provider and/or MBCS that are necessary to ensure smooth operation or to improve the API may result in interruptions or a temporary failure of the Mercedes-Benz /developers Portal or the API. The Provider will take all reasonable and possible steps to correct such faults and contribute to their elimination.
- b) In the event of only an insignificant reduction in the suitability of the services for use in accordance with the contract, the Customer has no claims based on defects. The no-fault liability of the Provider for defects which already existed at the time of the contract conclusion is excluded.

4.4 Fault management

In the event of malfunctions of the API, the Customer may contact the Support (Customer Care Center) indicated in the Mercedes-Benz /Developers Portal at the contact address indicated there in each case

4.5 Special provisions for the use of the API and the corresponding RDS and RMS data retrieved

The prerequisite and condition precedent for the use of the API and the corresponding RDS and RMS data retrieved is strict compliance with the obligations and requirements of these GTC RS-API by the Customer and by persons entrusted by the Customer with the use of the API and the RDS and RMS data thereby retrieved. If the requirements are not or no longer fully met, no use of the API and the RDS and RMS data thereby retrieved will be permitted, and any ongoing use will be terminated immediately.

5. **Warranty**

- 5.1 The Provider provides a warranty for the contractually agreed quality. An only insignificant deviation of the Provider's services from the contractual quality does not justify any claims for defects.

Section 6 applies for claims for damages and the reimbursement of expenses.

- 5.2 The limitation period for claims for defects is one year from the legal statutory limitation period. To the extent longer periods are prescribed by law in the event of an intentional or grossly negligent breach of duty by the Provider, in the event of non-disclosure of a defect and in the event of loss of life, physical injury or damage to health, as well as for claims arising from the German Product Liability Act (Produkthaftungsgesetz), these will remain unaffected.





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The processing of a notice of defect by the Customer by the Provider will only lead to a suspension of the limitation period, insofar as the relevant legal requirements are met. The limitation period will not be restarted as a result.

A remedy (replacement or repair) can only affect the limitation period for claims related to the defect that triggered the remedy.

5.3 The Provider can claim reimbursement of its expenses if

- a) he takes action on the basis of a notification without the existence of a defect, unless the Customer could not recognize with reasonable effort that a defect did not exist, or
- b) a reported fault is non-reproducible or the Customer cannot prove it to be a defect in any other way, or
- c) additional expenses are incurred as a result of improper fulfillment of the Customer's obligations.

5.4 The Provider is only liable for infringements of third-party rights as a result of its services if its Services are used unchanged according to contract and, in particular, in the contractually agreed or otherwise intended operating environment.

The Provider is only liable for infringements of third-party rights within the European Union and the European Economic Area as well as in the place of contractual use of the Services. Section 5.2 para 1 applies accordingly.

5.5 If a third party makes a claim against the Customer on the grounds that a service provided by the Provider infringes its rights, the Customer must inform the Provider without delay. The Provider is entitled, but not obligated, to defend the asserted claims at their expense.

The Customer is not entitled to admit third-party claims before giving the Provider adequate opportunity to review and fend off third-party claims in any other manner.

5.6 If any rights of third parties are infringed by a service of the Provider during the contractual use, the Provider will, at its own discretion and at its own expense,

- a) grant the Customer the right to use the service or
- b) design the service not to violate rights or
- c) withdraw the service and reimburse the remuneration paid by the Customer for it (minus reasonable compensation for use) if the Provider cannot attain any other remedy with reasonable effort.

The Customer's interests will be given appropriate consideration.

Claims by the Customer on the grounds of legal defects will expire in accordance with Section 5.2. Section 6 also applies for claims for damages and the reimbursement of expenses by the Customer. Section 5.3 applies accordingly for other expenses incurred by the Provider.

5.7 The Customer must give prompt notification of defects in a comprehensible and detailed form, giving all information relevant for the detection and analysis of the defect, in writing or by email to the address provided for the purpose. The Customer must in particular specify the work steps that led to the occurrence of the defect, its type of appearance and the effects of the defect. Unless otherwise agreed, the Provider's relevant forms and procedures are used.





6. Liability

6.1 The Provider always has a liability towards the Customer

- a) for damage caused by it, its legal representatives or its agents through intent or gross negligence,
- b) in accordance with the German Product Liability Act, and
- c) for damages resulting from loss of life, physical injury or damage to health which the Provider, its legal representatives or its agents are responsible for.

6.2 The Provider is not liable in the event of ordinary negligence, unless it has breached a fundamental contractual obligation that must be fulfilled in order for the Agreement to be implemented properly, or whose breach poses a risk to the achievement of the purpose of the Agreement which the Customer can normally expect to be observed.

In the case of material and financial damage, this liability is limited to the foreseeable damage that is typical of the type of agreement concerned. This also applies for the loss of profits and savings. Liability for indirect consequential damage is excluded.

6.3 The Provider can only be held liable for damages on the grounds of a warranty if such liability is expressly accepted in the warranty. In the case of ordinary negligence, this liability is subject to the restrictions of Section 6.2.

6.4 If it is necessary to restore data or components (such as hardware or software), the Provider is only liable for the expenses necessary for restoration when the Customer has properly backed up data and taken precautions against the risk of loss. In the event of ordinary negligence on the Provider's part, this liability will only be incurred if, prior to the incident, the Customer has backed up data and taken precautions against the risk of loss in a way appropriate for the type of data and components. This does not apply if it has been agreed that the Provider will provide this service.

6.5 Sections 6.1 - 6.4 apply accordingly for claims for the reimbursement of expenses and other liability claims by the Customer against the Provider.

6.6 The Provider is not liable for any injury, damage or loss resulting from the improper use or misuse of the quota, the API or any RDS and RMS data retrieved through the API.

7. Data Protection

7.1 The Provider is not responsible for data processing when accessing the API and retrieving the RDS and RMS data. The Customer is responsible for the related processing of personal data. To that extent, the Customer is also responsible to the End Customer under data protection law.

7.2 The Customer undertakes to maintain compliance with EU regulations 2016/679 ("**General Data Protection Regulation**" or "**GDPR**") as well as any other applicable legal data protection regulations. A breach of data protection regulations is also a breach of material contractual obligations. This includes in particular the implementation of data protection requirements for IT security in the Customer's area of responsibility.

7.3 The Customer is responsible for arranging the Data Release by the End Customer (see Section 2.3). The Customer undertakes to process the retrieved RDS and RMS data exclusively for the processing purposes specified in his data release request. Any use of data other than that specified in the request to the End Customer will in principle constitute a breach of Section 7.2.





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- 7.4 Upon the Provider's request, the Customer will provide unrestricted and comprehensive information on all data protection-related measures in connection with the handling of RDS and RMS Data as well as on compliance with and monitoring of data protection regulations. To this end, the Customer will transmit and explain the relevant documents and data.
- 7.5 The Customer will enable the Provider to verify, upon request and in accordance with this Section 7.5, whether the Customer is complying with his data protection obligations under these GTC RS-API.
- a) To the extent required, the Customer will provide complete information to the Provider and will allow for inspection of the relevant documents and records upon request.
 - b) The Customer will provide the Provider with audit reports under data protection laws upon request, unless this is unnecessary or inappropriate.
 - c) The Customer will allow for a review of the hardware and software environment by the Provider or third parties, which are obligated to confidentiality, if there are actual indications to suspect possible violations of data protection laws, and negative effects on the Provider cannot be ruled out. The Customer will bear the costs of such review if a violation is established; otherwise, the Provider will bear the costs.
- 7.6 The Provider can revoke the Customer's right to use the API and the contingents at any time, and/or can terminate the contract without notice if the Customer is in breach of the provisions of Sections 7.2 to 7.5. In general, the Provider will previously grant the Customer a reasonable grace period for remedying the situation unless this would be associated with disadvantages for the Provider.
- 7.7 The Provider will process personal data of the Customer and his employees from the registration and creation of an App ID in the Mercedes-Benz /developers Portal exclusively insofar as required for the fulfillment of the obligations arising from the Agreement. This also applies to such personal data of the Customer and his employees that are processed by the Provider for API call-offs.
- 7.8 The Customer will indemnify the Provider against all claims asserted against the Provider by an End Customer in connection with accessing the API and the retrieval of RDS and RMS data by the Customer. Upon request, the Customer will provide the Provider with all information necessary to defend against claims asserted by an End Customer. Should a data protection supervisory authority or any other sovereign body contact the Provider in connection with the processing of personal data when calling the API or retrieving RDS and RMS data, sentence 1 apply accordingly.





8. Other

- 8.1 The Customer is responsible for observing the import and export regulations applicable to the supplies or services. In the case of international supplies or services, the Customer must pay the arising duties, fees and other charges. The Customer is responsible for handling legal or administrative proceedings related to international supplies or services, unless otherwise expressly agreed.
- 8.2 The Customer is obligated to cease and desist from all actions that could result in criminal charges due to fraud or breach of trust, insolvency crimes, anti-competition crimes, the granting of advantages, or bribery on the part of persons employed by the Customer or other third parties. In the event of a breach of this provision, the Provider is entitled to rescind or terminate all existing legal transactions with the Customer and to break off all negotiations without notice. Without prejudice to the above, the Customer is obligated to comply with all laws and regulations which apply to it and the business relationship with the Provider.
- 8.3 The Customer cannot transfer rights and obligations arising from or in connection with the Agreement or the conclusion thereof to third parties without the Provider's consent.
- 8.4 The Customer can only offset its claims against claims on the part of the Provider if the Customer's counterclaim is uncontested or if a legally binding title exists. This does not apply to counterclaims of the Customer arising from the same contractual relationship. The user can only assert the right to retention if it is based on claims from the same contractual relationship.
- 8.5 The Provider is entitled to transfer the present contract, or rights and obligations arising from the present contract or its fulfillment, to any Daimler Group company with a registered office in Germany, in particular, if this company is to operate this business unit in the framework of the implementation of a divisional structure of the Daimler Group in the future.
- 8.6 The exclusive place of jurisdiction is Friedberg (Hessen) in Germany.
- 8.7 The law of the Federal Republic of Germany applies. The application of private international law and the UN Sales Convention is excluded.

