



General Terms and Conditions for the use of applications and data content provided by Snap-On Business Solutions GmbH for After-Sales (hereinafter referred to as "GTC")

1. General and Performance Content

- 1.1 Snap-On Business Solutions GmbH provides applications, data content, software, updates, data carriers and other documentation for the After-Sales of the Mercedes-Benz brands (hereinafter collectively referred to as "**Applications and Data Content**") to enable users to access these applications and data content. For the purposes of these GTC, users are all persons authorized by Snap-On Business Solutions GmbH under this contract to use the applications and data content. Authorized persons include independent market participants and persons related to 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.
- 1.2 The subject matter of these GTC is all services provided by Snap-On Business Solutions GmbH in connection with the provision of applications and data content pursuant to Section 1.3.
- 1.3 At present the services provided include the applications and data content for parts Information, XWIS, XOT, XENTRY Tips, DSB, and XENTRY apps, depending on the user's order.
- 1.4 The provision of parts information, XWIS, XOT, DSB, XENTRY Apps and XENTRY Tips, as well as the associated updates, is normally via online access.
- 1.5 The applications and data content must be maintained at regular intervals, and if necessary at short notice, to enable the proper provision of the respective services (e.g., by installing updates). This may result in the services being temporarily unavailable in individual cases.
- 1.6 The user of the applications and data content will ensure that the technical requirements for the operation of the respective applications and data content are met.

2. Parties to the Contract and General Terms and Conditions

- 2.1 These GTC apply to the users of the applications and data content as defined in Section 1.1 sentence 2. The current version of the GTC is available on the internet at <http://service-info.mercedes-benz-trucks.com> at any time. The current version will be sent to the user upon request.
- 2.2 General terms and conditions of the user will not become part of this Agreement, even if they have not been contradicted.

3. Usage Rights, Penalties, and Third-Party Industrial Property Rights

- 3.1 The applications and data content are intended solely for use by the authorized users as defined in Section 1.1 Sentence 2. D Snap-On Business Solutions GmbH grants these users a non-exclusive and non-transferable license for their own use of the applications and data content on vehicles physically located within the user's premises or at the user's location, and at the location of the hardware on which the applications and data content are operated. This means that the user may not use or provide the applications and data content to other users or Customers via remote access outside of his business. Mercedes-Benz vehicles that are equipped by the manufacturer for remote diagnostics are not affected by this provision, provided that the manufacturer's remote processes are used. This is without prejudice to Section 3.2.
- 3.2 If the user is a foreign Group-owned national sales company or a foreign general distributor for Mercedes-Benz or other Daimler AG brands, he is entitled or obligated to contractually grant the independent market participants in his contractual territory user rights to the applications and data content for their own use. In this context, the foreign Group-owned country sales company or the foreign general distributor hereby undertakes to conclude his own corresponding agreements on the use of the applications and data content.
In addition, the foreign Group-owned national sales company or the foreign general distributor for Mercedes-Benz or other Daimler AG brands is required to report the names of employees eligible for appointment at the end of each calendar year and/or of new employees eligible for appointment to Daimler Truck AG without delay using the following contact address in order to ensure an up-to-date status: support_dtag@snapon.com
- 3.3 Notwithstanding Sections 3.1 and 3.2, all other rights to the applications and data content, including any subsequent enhancements and additions thereto, will remain with Daimler Truck AG or the original software suppliers.



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- 3.4 Unless authorized by Snap-On Business Solutions GmbH, the following applies: No copies may be made of the applications and data content, nor may users or third parties acting on their behalf edit or otherwise process the applications and data content. This provision also applies to the publication of such information under another name. The applications provided allow individual data contents to be displayed via the respective search interfaces. For permanent visualization, it is also possible to make a printout of individual data contents. The user undertakes to use the applications and data content exclusively in his business for the purpose of servicing his Customers' vehicles, and not to pass them on or make them accessible to third parties - not even in extracts. Automated interrogation through scripts as well as systematic copying or similar is not permitted. The user will also require his employees to give an equivalent undertaking, so far as is legally possible. This is without prejudice to Section 3.2.
- 3.5 Section 69d (2) and (3) and Section 87e UrhG will remain unaffected by the provisions in Section 3.4.
- 3.6 Upon request by Snap-On Business Solutions GmbH, proof of compliance with the rights of use pursuant to this Agreement must be provided.
- 3.7 Data carriers, documentation and electronic copies that are no longer required must be properly destroyed in accordance with the locally applicable disposal guidelines. Measures must be put in place to ensure that equipment and server installations cannot be accessed by unauthorized persons.
- 3.8 In the event that the applications and data content fall into the hands of third parties, whether because the user or his employees pass them on without authorization or fail to ensure that they become inaccessible to third parties, a fixed compensation in the amount of EUR 25,000 must be paid for each violation.
- 3.9 This is unaffected by whether the user is able to prove that no damage or less damage has occurred, or whether Mercedes Benz AG is able to prove that greater damage has occurred.
- 3.10 Insofar as individual applications and data content are no longer offered in their offline version (e.g. as DVD, cf. Section 1.4) or are provided in an updated version, the use of the respective versions of the applications and data content will no longer be permitted from this point in time and must be discontinued. Any data carriers, documentation and electronic copies must be deleted and destroyed. Section 3.7 applies accordingly.
- 3.11 Components of the applications and data content that are software may include free and open source software (hereinafter collectively referred to as "**FOSS**") components. Information regarding the specific FOSS components - in particular, information that must be disclosed as part of the component usage - is integrated into the applications and data content or otherwise transmitted with the applications and data content. The user of the applications and data content is aware that FOSS licenses can have an effect between the rights holders of the FOSS components and the user of the component, and that certain actions in connection with a FOSS component require the user's consent to the applicable FOSS licenses. The user is aware that software with FOSS components is not free of third party rights. Snap-On Business Solutions GmbH does not knowingly or implicitly grant any rights or licenses to any patents with respect to FOSS, except to the extent that Snap-On Business Solutions GmbH is required to do so under the terms of a FOSS license. To the extent that a clause of these GTC conflicts with a FOSS license of a FOSS component incorporated into the applications and data content, the FOSS license will prevail with respect to the FOSS component.
- 4. Registration and Access Data**
- 4.1 As part of the order processing for the applications and data content, the user will provide Snap-On Business Solutions GmbH or the SB with the information required to provide access to the applications and data content.
- 4.2 Access to the applications and data content is granted under the following conditions:
- the user must firmly order the access authorization and
 - when ordering, it is necessary to specify to what extent the applications and data content are required.



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- 4.3 The access data provided by Snap-On Business Solutions GmbH for the use of the applications and data content (personalized identity (user ID) and passwords) are intended solely for the use of authorized users and their employees as defined in Section 1.1 sentence 2. Use of the access data provided as a group or workshop user is not permitted. Any disclosure of the access data to third parties, even if they belong to the authorized group of users as defined in Section 1.1 sentence 2, is prohibited. The user undertakes to use the access data provided to him exclusively for the applications and data content officially provided Snap-On Business Solutions GmbH in his business for the purpose of servicing his Customers' vehicles, and not to pass it on or make it available to third parties, either knowingly or unknowingly. Passing on the access data is considered to be misuse. The use of access data in applications and data content not provided by Snap-On Business Solutions GmbH is prohibited (e.g. illegally acquired software). The user is responsible for maintaining the confidentiality of personal access data and must prevent its misuse. If the authorized user or his employees learn of any misuse of access data, Snap-On Business Solutions GmbH must be informed immediately. Snap-On Business Solutions GmbH is entitled to immediately block the access data and the applications and data content in the event of misuse. As described in Section 13 of these GTC, data and access are monitored as part of product monitoring and security in order to counteract improper use.

5. Support for the Applications and Data Content

- 5.1 Entitlement to support exists with an existing contract for the use of applications and data content, and only with a current data status. A data status for WIS and ASRA is deemed to be current if one of the last two updates provided by Snap-On Business Solutions GmbH has been installed.
Data is up to date for all other Applications and Data Content if there is online access to central servers.
- 5.2 If the application and data content are installed on the user's own hardware, the user will only be entitled to support in respect of the applications and data content of Snap-On Business Solutions GmbH, provided that the minimum requirements (see Section 1.7) for the user's own hardware are met and a conventional virus scanner is installed for online access. Users of the applications and data content with their own hardware must ensure that the virus scanner is regularly updated and that updates for the Windows operating system are regularly installed. If technically necessary, support for the applications and data content will only be provided after a recovery (data recovery, resetting the system [= the user's own hardware] to the delivery state), during which user-specific software and data can be deleted. There is no further entitlement to support.
- 5.3 Regular service hours for support are from 8:00 to 18:00 CET (Central European Time, "Service Hours"). Support requests made via the ticket systems provided are processed and executed during service hours. Outside these service hours, support requests are usually not answered or processed.

6. Contractual Conclusion and Amendment

- 6.1 The user is committed to the order for 14 days. The user does not require explicit confirmation that his order has been accepted. The Agreement takes effect when the access rights to the applications and data content are enabled and sent.
- 6.2 The applications and data content are provided in the same form, and for as long as they are also used by or available to Snap-On Business Solutions GmbH. Owing to continuous further development of the respective systems and system landscapes, the applications and data content provided may change to some extent during the period of use, in which case Snap-On Business Solutions GmbH must provide users with appropriate compensation in the event of significant changes. There is no entitlement beyond this.
- 6.3 Notwithstanding Section 6.2, Snap-On Business Solutions GmbH is entitled to amend these GTC.

If there is a provision in a separate contract for the dynamic inclusion of the respective current version of these GTC, this will take precedence.

In all other cases, Snap-On Business Solutions GmbH will notify the user of the changes in text form (e.g. by email) six (6) weeks in advance. If the user does not object in text form within four (4) weeks after receipt of the change notification, the changes are deemed to be accepted and will become effective upon the expiration of the aforementioned period of six (6) weeks, and continued use of the services without objection will render the changes accepted by mutual agreement. If the user objects to the modifications, both Snap-On Business Solutions GmbH and the user will have the right to terminate these GTC and/or the corresponding orders upon four (4) weeks' prior notice. When informing the user of any modifications, Snap-On Business Solutions GmbH undertakes to inform the user of the implications of any silence or absence of objection.

Section 8.6 remains unaffected.



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7. Term of the Agreement and Termination

- 7.1 The Agreement may be terminated by Snap-On Business Solutions GmbH in text form without notice for good cause. One such good cause is if the user:
- duplicates, produces or has the applications and data content produced in an unauthorized manner,
 - passes on the applications and data contents or the access data provided to him to third parties without authorization,
 - uses the access data provided to him in applications and data content not officially provided by Snap-On Business Solutions GmbH (e.g. illegally acquired software),
 - is insolvent,
 - the business is closed down with/without a successor,
 - the user no longer belongs to the authorized group of users as defined in Section 1.1 sentence 2 or changes within this group of users,
 - does not pay the requisite fees despite due date and reminder.
- 7.2 The user is advised that there is no claim to a so-called "software freeze" after termination of the contract for whatever reason.

8. Remuneration and Payment

- 8.1 The valid price lists for independent market participants are stored in the Service Info Mercedes-Benz Trucks Portal for the user.
- 8.2 The prices quoted and agreed are net prices excluding VAT, are quoted in euros and may be increased by the applicable national VAT or other indirect taxes, provided that neither a tax exemption nor a zero tax rate or a tax debt reversal is applicable.

If sales tax or other indirect taxes (such as service tax, trade tax, excise tax, etc.) are due outside Germany, these taxes will be paid by the recipient of the service in addition to the agreed net price.

A service beneficiary established in the EU must provide its valid VAT registration number as issued by the country in which it is established or, if the service is supplied to a permanent establishment of the service beneficiary, the VAT registration number of the EU member state in which the permanent establishment is located.

9. Tax Clause

- 9.1 The parties will endeavor to take all measures to avoid double taxation in the field of income tax and social security, in accordance with national regulations and the treaty on the avoidance of double taxation that is in force, if any,
- to effect the reduction or elimination of taxes on income or assets that may be incurred in connection with this contract between the user and the Federal Republic of Germany ("Treaty").
- 9.2 All taxes and duties of any kind incurred in connection with payments by the Customer and imposed on Snap-on Business Solutions GmbH by the German tax authorities will be borne by Snap-on Business Solutions GmbH. All taxes or levies of any kind whatsoever in connection with payments made by the user and imposed or to be paid in its home country will be borne by the Customer. The preceding sentence does not apply to income taxes which are imposed or withheld in accordance with the domestic law and the tax treaty.
- 9.3 To the extent that the user is required under national regulations and under the treaty, if any, to withhold taxes on payments under this Agreement, the Customer must use his best efforts to ensure that the payment to Daimler Truck AG is taxed at the time of payment at the reduced rate of withholding tax under the treaty, if any, or under national regulations.
- 9.4 To the extent that the user is required to withhold and pay taxes on payments under this contract, the user must, without undue delay, provide Snap-on Business Solutions GmbH with original withholding tax receipts from the national tax authority and any other documents identifying Snap-on Business Solutions GmbH as the taxpayer, the amount of the tax payment, the tax law and regulation on which the tax payment is based, the tax rate or tax base on which the tax payment is based, and the date of the tax payment.
- A copy of the documents should be sent to the following email address: support_dtag@snapon.com.
- 9.5 If the withholding tax receipts of the tax authority and the documents are issued in a language other than German or English, the user agrees to arrange for a translation of the documents into German or English at his own expense upon request of Snap-on Business Solutions GmbH, and to have the accuracy of the translation certified officially or by a notary public.



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10. Safety Warnings

- 10.1 All warnings and safety-related information, as well as the user information provided in the respective applications and data content, must be observed by the user. The user is liable for any damage caused as a result of a failure to comply with such instructions.
- 10.2 Furthermore, subsequent further developments and additions to the applications and data content provided must be observed without exception.
- 10.3 The applications and data content must always be kept up to date by the user. "Up to date data" is defined in Section 5.1 sentence 2 and sentence 3.

11. Liability

- 11.1 The applications and data content also contain links to pages on the Internet. Snap-on Business Solutions GmbH wishes to stress that it has no influence over the design and content of the linked pages. Daimler AG therefore accepts no liability for the accuracy, completeness or quality of the information provided there, nor does it guarantee that it is up to date. Against this background, Snap-on Business Solutions GmbH hereby distances itself from the material of all third party internet web sites, even if the Snap-on Business Solutions GmbH web site links to these external sites. This declaration applies to all links to external sites contained in the applications and data content and to the content of such sites.
- 11.2 It is the responsibility of the user to check and ensure that the use of the applications and data content does not inflict damage on any workshop infrastructure. Insofar as Snap-on Business Solutions GmbH makes the applications and data content available to the user operation in accordance with the contract, Snap-on Business Solutions GmbH will not be liable for any corresponding damage.
- 11.3 If Snap-on Business Solutions GmbH is required by law to pay compensation for damage caused by ordinary negligence, Snap-on Business Solutions GmbH liability will be limited:
- Liability exists only in the event of a breach of fundamental contractual obligations, such as those which the contract specifically requires Snap-on Business Solutions GmbH to fulfill in accordance with its content and purpose, or the fulfillment of which is essential for the appropriate performance of the Agreement, and on the observance of which the user regularly relies and may rely. This liability is limited to the typical loss foreseeable at the time the Agreement was concluded. The personal liability of the legal representatives, vicarious agents and employees of Snap-on Business Solutions GmbH for damage caused by them through slight negligence is excluded.
- 11.4 The aforementioned limitation of liability and exclusion of liability does not apply to damage resulting from a grossly negligent or intentional breach of duty by Snap-on Business Solutions GmbH, its legal representative or its vicarious agent, or in the event of death, personal injury or damage to health. In such cases, Daimler Truck AG is liable in accordance with the statutory provisions.
- 11.5 Irrespective of whether Snap-on Business Solutions GmbH is at fault, this will not affect any liability of Snap-on Business Solutions GmbH for fraudulent concealment of a defect, for breach of warranty or assumption of a procurement risk, or under the German Product Liability Act.
- 11.6 In the event of system failures of the applications and data content, Snap-on Business Solutions GmbH is not liable for any damages (including damages for loss of business profits, business interruption, loss of business or other pecuniary loss), unless caused by intentional misconduct or gross negligence on the part of Snap-on Business Solutions GmbH. Sections 11.3, 11.4 and 11.5 will apply accordingly.
- 11.7 Furthermore, Snap-on Business Solutions GmbH is liable for the loss of data only insofar as the respective user has ensured through customary procedures that the data can be recovered with reasonable effort. This includes, in particular, proper and regular data backups by the user. This does not apply where the backup of the data is an agreed service obligation of Snap-on Business Solutions GmbH.
- 11.8 Insofar as tenancy law applies within the scope of the services owed, § 536 a Sec. 1 1. Alt. BGB is excluded.
- 11.9 The provision and use of the applications and data content as well as the support services may be subject to certain restrictions, interruptions and/or inaccuracies which are beyond the control of Mercedes-Benz AG and which may be caused in particular by force majeure events, including strikes, epidemics, lockouts, natural disasters, official decrees or by technical or other measures or occurrences (e.g. lack of internet access, repairs, maintenance, software updates and enhancements) which have to be carried out on Daimler Truck AG systems.



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12. Data Protection

- 12.1 Company and personal data of the users will be treated confidentially in accordance with the applicable data protection regulations, with the exception that the SB has the right to forward billing-relevant data of the users to Snap-on Business Solutions GmbH. Upon request, the user will receive information about the data stored by the SB and Snap-on Business Solutions GmbH and may have this data corrected, deleted or blocked.
- 12.2 Further information on how personal data of users, their employees and/or affected Customers is processed hereunder will be provided separately and/or on the XENTRY portal. Users must ensure that data subjects (e.g. Customers) are informed about the collection and processing of personal data in accordance with the applicable legal requirements, and in line with the notices provided by Snap-on Business Solutions GmbH from time to time.
- 12.3 Appropriate instructions or information on where and how these can be obtained or viewed must be provided to data subjects in an appropriate manner and prior to the collection of personal data. Users are required to ensure this.
- 12.4 Upon request, users will provide Snap-on Business Solutions GmbH with appropriate evidence.
- 12.5 In order to comply with applicable data protection requirements, the parties also agree on the applicability of the respective XENTRY data protection agreement, insofar as such an agreement is provided by Snap-on Business Solutions GmbH.
- 12.6 Snap-on Business Solutions GmbH reserves the right to contact users by email, telephone, fax or similar electronic means of communication for the purpose of providing information, conducting satisfaction surveys, and conducting market research and opinion polls regarding products and services (in particular the XENTRY product family) offered by Snap-on Business Solutions GmbH, its national sales companies, general distributors or comparable partners. Contact can be made in the company's own name as well as in the name of the Group's own national sales companies or general distributors and comparable partners. Such contact can be objected to at any time by notifying Daimler Truck AG (or, if applicable, by using the opt-out function in the respective communication media). For information on the handling of personal data, please refer to the data protection information provided separately for the use of XENTRY services.
- 12.7 Snap-on Business Solutions GmbH can generate statistical reports on usage, usage intensity of global templates and communication channels in connection with XENTRY services, including XENTRY Com (DSD) and product catalog. This statistical analysis is performed without reference to a specific user ID, and does not contain any information on the

free text content of the entered messages. Daimler Truck AG uses these statistics to optimize and continuously improve XENTRY services, as well as to support the evaluation of suggestions for improvement and product observations of the markets.

13. Data Transfer

- 13.1 Within the scope of using the XENTRY Diagnosis software (e.g. on XENTRY hardware or on the user's own hardware in each case), the technical data recorded in log files during the diagnostic sessions as well as other data from the XENTRY services are transmitted to Daimler Truck AG and stored. The user is obligated to make arrangements with the Customers and to inform them sufficiently in compliance with the processes agreed upon for this purpose, to allow the data transfer to Mercedes Benz AG described in these GTC as well as in the data protection notices provided separately. If, under local law, the Customer's separate consent is required for such transfers outside Germany, the dealer will inform Snap-on Business Solutions GmbH of this fact and, in consultation with Snap-on Business Solutions GmbH, take all necessary steps to enable Daimler Truck AG to transfer and use the data accordingly.
- 13.2 The data collected by XENTRY Diagnostics and XENTRY Services is used for evaluations and statistics for the optimization and continuous improvement of vehicles, applications and data content and support, as well as for quality management, product monitoring and safety (e.g. vehicle parts and component load data) and, in the event of suspected misuse, for control purposes.
- 13.3 User reporting is used to transfer and store workshop-related data on the users created and the applications and data volumes released for use to Daimler Truck AG in such a way that it is not possible to determine actual use. The data thereby acquired will be used to produce invoices and to provide evidence of correct billing, and for statistical purposes. If conditions other than monthly invoicing have been agreed, Daimler Truck AG may activate a user of a foreign Group-owned national sales company or a foreign general distributor for Mercedes-Benz or other brands of Daimler AG for Snap-on Business Solutions GmbH a user reporting function in order to ensure that invoices can be traced. After activation, the user reports are made available on a quarterly basis for a limited period of time. In the event of further processing, the foreign Group-owned country sales company or the foreign general distributor will comply with applicable data protection requirements.



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14. Compliance with Applicable Law

- 14.1 The user is obligated to refrain and desist from all practices which could result in criminal charges due to fraud or embezzlement, or to insolvency crimes, anti-competition crimes, or granting of advantages, or to passive corruption on the part of persons employed by the user or other third parties. In the event of any breach of this provision, Snap-on Business Solutions GmbH is entitled to terminate all legal relations with the user without notice, and to terminate all negotiations.
- 14.2 Notwithstanding the foregoing, the user must comply with all applicable laws and regulations concerning the user and the business relationship with Daimler Truck AG and Snap-on Business Solutions GmbH.
- 14.3 It is the sole responsibility of the User to verify that the use of the applications and data content is in compliance with applicable laws, and to take all measures necessary to use the applications and data content in compliance with the law.
- 14.4 The applications and data content and any related documentation, information or materials may be subject to export control regulations. The user agrees to comply strictly with all legal requirements set forth in these terms and conditions, and not to export or re-export, divert, transfer or disclose, directly or indirectly, the applications and data content or any related technical documentation, information or materials, without the prior consent of Snap-on Business Solutions GmbH.

15. Jurisdiction and Governing Law

The place of performance and exclusive place of jurisdiction is Friedberg. These GTC are governed by the law of the Federal Republic of Germany, excluding application of any conflict of laws rules. The application of uniform law for international sales based on the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980, is excluded.