

General Terms and Conditions

Mercedes-Benz Uptime for Commercial Vehicles

Preamble

These terms and conditions shall govern Mercedes-Benz Uptime (the "Agreement"), which for the avoidance of doubt is only available to customers who are companies acting in the course of business (the "Customer"). The Customer enters into this Agreement with Mercedes-Benz Trucks UK Limited, (company number: 10304244) whose registered address is Delaware Drive, Tongwell, Milton Keynes, MK15 8BA ("MBTUK"). The scope of the service offer is described in the following terms and conditions.

1. Subject Matter and Conclusion of the Mercedes-Benz Uptime Agreement

1.1 MBTUK reserves the right to amend these terms and conditions, insofar as such amendments/supplements inure to the advantage of the Customer or if the Customer can reasonably be expected to accept them while allowing for the interests of MBTUK. In particular, MBTUK reserves the right to at any time to expand the functionality of Mercedes-Benz Uptime and to supplement any new functions.

Any other amendments or supplements to the Agreement must be communicated to the Customer in writing (including email and fax) at least two months before the date on which the respective amendment, respectively supplement, is to come into force. The amendment/supplement shall be deemed approved unless the Customer lodges an objection within this deadline period (i.e. within two months of receiving the notification).

1.2 Alternative terms and conditions of the Customer do not apply even if reference is made to their validity and MBTUK does not explicitly reject them. Deviations from the Agreement or its annexes are effective only if affirmed in writing by MBTUK.

1.3 Use of the Mercedes-Benz Uptime service requires vehicles to be fitted with the appropriate equipment. MBTUK offers vehicle equipment that is suitable for the use of telematics services. Such equipment is offered independently of an agreement on the provision of Mercedes-Benz Uptime services and may be ordered with the vehicle as standard equipment or special equipment (depending on vehicle type); it can also be retro-fitted.

1.4 MBTUK shall provide the services as described in

clause 3 during the term of the Agreement in consideration for the monthly payment of the agreed remuneration as stated in the applicable schedule (the "Schedule").

1.5 The Customer is bound by its offer to enter into the Agreement for a minimum term being six weeks. The Agreement is concluded when MBTUK has accepted the application in writing. MBTUK is however obliged to inform the Customer without delay if it does not intend to accept the offer.

2. Contract Term and Scope

2.1 The Agreement takes effect on the date specified in the Schedule and remains in force until the specified end date, but not beyond the end of the maximum permitted total term pursuant to the Schedule. The Mercedes-Benz Uptime service may be available to the customer after the contract period has elapsed. However, this shall not entitle the Customer to require a continuation of the services. Service performance can be discontinued by MBTUK at any time after the contract period has elapsed without notice or notification.

2.2 Access to full Mercedes-Benz Uptime services shall be granted within 30 days following the Customer's successful registration, as detailed in clause 3.3.1.

2.2 If the Customer purchases a successor vehicle and MBTUK is unable to comply with the delivery date for this successor vehicle, the term may be extended for up to three months. Such extension is conditional upon a written agreement between MBTUK and the Customer, and a fee to be paid by the Customer at the same rate as in the original agreement; such fee to be calculated *pro rata temporis* on the basis of the extension of the term.

2.3 The full provision of all services can be ensured in the following countries: Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Italy, Luxembourg, Netherlands, Poland, Portugal, Romania, Sweden, Switzerland, Spain, Turkey and United Kingdom. When the vehicle is located outside these countries, it may not be possible to provide part or the full service owing to the lack of facilities. In such cases, MBTUK cannot be held liable for the lack of functionality of the Mercedes-Benz Uptime service.

3. Provision of Services

3.1 Content of Services

3.1.1 Scope of Performance of the Mercedes-Benz Uptime Service

With its Mercedes-Benz Uptime service, MBTUK enhances the availability of the vehicles by reducing the days they spend in the workshop by bundling or reducing the vehicle's workshop stays or by avoiding them altogether. In the process, MBTUK shall make the following information available to the Customer via the participating service providers or via the customer portal:

- Proactive warnings from the Customer Assistance Center in the event of a breakdown risk identified by technical means;
- Proactive offers from the designated Mercedes-Benz authorized service partner for upcoming repairs and maintenance work for the purpose of bundling or avoiding unplanned workshop stays.
- Proactive information in the customer portal regarding recommended measures that the Customer is able to perform without visiting a workshop;
- Transparency concerning the Mercedes-Benz Uptime information in the customer portal

The Customer decides, and is ultimately responsible for, whether the vehicle is to be repaired or whether maintenance work is to be done following the recommendation prompt by Mercedes-Benz Uptime Service (also referred to as the Service). The Customer will receive an offer regarding the repair and/or maintenance work; the Customer shall be free to either accept or reject said offer while contacting the respective Mercedes-Benz service partner directly. The Customer shall assume responsibility for the corresponding consequences. If a service contract has been agreed for the vehicle, repairs and maintenance may be covered. The Mercedes-Benz service partner will advise if this is the case.

The Mercedes-Benz Uptime service also provides the Customer with information on trailers and semi-trailers that are connected to the vehicle over an interface with the telematics unit. However, the functional scope of Mercedes-Benz Uptime is limited and the following functions are generally not available for trailers and semi-trailers:

- Proactive warnings from the Customer Assistance Center in the event of a breakdown risk identified by technical means
- Proactive offers from the designated

Mercedes-Benz authorized service partner for upcoming repairs and maintenance work for the purpose of bundling or avoiding unplanned workshop stays

Due to the currently available technology, the provision and use of the Services may be subject to certain restrictions and inaccuracies beyond the control of MBTUK., which neither MBTUK nor Fleetboard are liable as subcontractors. This applies in particular to the availability of cellular data, network coverage, GPS and Internet access provided by cell providers. As such, the services are geographically limited to the receipt and sending area of the transmitter masts operated by the relevant cell provider. In individual cases, the unavailability of the cellular network may mean that individual services are not available because the necessary data transfer cannot take place. The services may also be affected by atmospheric conditions and topographic circumstances or by obstacles (e.g. bridges, tunnels, buildings). The same applies to GPS. Internet use may also be limited by additional impairments (e.g. network overloading). In addition, short-term capacity bottlenecks can result from load peaks in use of the services, the cellular and landline networks and the internet.

MBTUK does not provide any signal transmission services between the vehicle and the IT server. The mobile communication link between the vehicle and the IT server, which is underlying the services, is currently provided by an external German telecommunications provider and its roaming partners in other countries. Disruptions of the transmission quality by atmospheric or similar conditions cannot be excluded.

When using data via the mobile telecommunication services, the logged-on users share the available bandwidth ("shared medium") in the mobile communication cells. The actually achievable transmission rate during data usage is also dependent on the local availability of the respective technology (GPRS/EDGE/UMTS/HSDPA/LTE1), the transmission rate of the selected server for the provision of the relevant service, the mobile network's occupancy/capacity utilization through the number of users in each mobile radio cell, the distance to the antenna and the movement of the user.

Moreover, disruptions can be caused by force majeure, including strikes, lockouts, or action taken by the authorities, or may result from technical or other work (such as repairs, maintenance, software updates, enhancements) which has to be carried out on systems of MBTUK or on those of upstream or downstream service providers or network operators in order to ensure that information and telematics services are properly provided or improved.

3.1.2 Interface to Third Party Providers

Beyond the scope of the Mercedes-Benz Uptime Service, MBTUK enables the Customer to pass on data to third party providers selected by the Customer via MBTUK if so provided for by MBTUK in individual cases.

The Customer may also enable the third party provider to modify data held by MBTUK or request the third party provider to send control commands to MBTUK, which are transmitted to the vehicle.

Depending on the third party provider selected, MBTUK will assign Daimler AG, Mercedesstraße 137, 70327 Stuttgart, Germany or a subsidiary of Daimler AG for the performance of the service.

3.2 Excluded Services and Impaired Functionality

3.2.1 The functional scope of Mercedes-Benz Uptime does not cover any add-on bodies.

3.2.2 The functionality of Mercedes-Benz Uptime is not available or may be impaired:

- If no designated authorised Mercedes-Benz service partner is entered in the system (early detection/customer care if repair needs are identified) or the contact details of the Customer's contact person have not been entered in the system by the Customer or are not up to date.
- If the telematics unit is not activated or is defective (if the 'FB' light is permanently red, orange or off, there is a malfunction). For vehicles equipped with a battery circuit breaker, it will be assumed that the battery circuit breaker has been properly activated.
- If the connection between telematics unit to the trailer or semi-trailer is interrupted or does not exist.
- If the cellular network is unavailable because the relevant cellular network operator (including roaming partners) has limited the transmission and reception ranges to the communications masts operated by that cellular network operator. Such services may also be severely affected by atmospheric conditions and topographical features or obstacles (bridges, tunnels, buildings, etc.).
- In the event of damage that results in a malfunction with very little or no notice (e.g. defects in the radiator or the pipes cause sudden water loss from the cooling system at which point the vehicle has a remaining operating time of less than five minutes; foreign bodies in the tires; and damage caused while maneuvering such as contact with objects, stones, or roadside barriers)
- In the event of damage to mechanical

components such as suspension, frame, and axles,

- If the necessary maintenance and repairs have not been carried out in accordance with the manufacturer's instructions,
- If conversions have not been carried out and documented according to the manufacturer's instructions,
- If no "Mercedes-Benz genuine parts" or no original parts from the respective component manufacturer of the trailer or semi-trailer have been used (see Clause 3.3.2.5).
- If affected by external circumstances such as improper use of the vehicle, deliberate damage by the Customer or a third party, war, natural disaster, etc.,
- In the event of accidental damage, including but not limited to road traffic accidents.

3.2.3 MBTUK is not responsible for any Mercedes-Benz Uptime recommendations for maintenance and repair work that:

- were caused by bodies or accessories (e.g. refrigeration units, refrigerators, cargo liftgates, hydraulic pumps) that are not included in the plant's scope of delivery and are connected to the vehicle over an interface with the telematics unit
- were caused by the use of parts that are not "Mercedes-Benz genuine parts" or original parts from the respective component manufacturer of the trailer or semi-trailer (see Clause 3.5.2.5).
- are required as a result of external circumstances such as improper use of the vehicle, deliberate damage by the Customer or a third party, war, natural disaster, etc.,
- have been caused by defective maintenance by the Customer;
- relate to repair needs that cannot yet be identified using currently available technology;
- have been caused by undocumented vehicle conversions.

Maintenance and repair work will be referred to Mercedes-Benz service partners to avoid the risk of breakdown only if a specific arrangement is in place with the Customer that covers the payment of the costs.

3.3. Criteria for Use of the Services

3.3.1 Procedural criteria for use of the services

To ensure the proper performance of the Mercedes-Benz Uptime Agreement it is

essential that the Customer enters the following information in the customer portal:

- Contact details (telephone number/email address) of the Customer's contact person for Mercedes-Benz Uptime information messages (telephone contact by CAC in urgent repair situations or notifications by email if any action has been identified as being required by the Customer);
- Allocation of the designated authorized Mercedes-Benz service partner that supports Customer in the management of maintenance and repairs.

If this data, respectively information are/is not supplied and regularly updated, the Mercedes-Benz Uptime service cannot be provided.

3.3.2 Technical criteria for use of the services

3.3.2.1 For technical reasons, the Mercedes-Benz Uptime service is currently only available in the 'Actros,' 'Antos,' 'Arocs' and Atego models (vehicle models 963 and 964).

3.3.2.2 To use the Mercedes-Benz Uptime services the vehicle must be fitted with the required equipment ('base' or 'mid' versions of the cTP telematics platform). MBTUK also offers suitable equipment independently of an agreement on the provision of Mercedes-Benz Uptime services. Such equipment may be ordered with the vehicle as standard equipment or as special equipment or can be retro-fitted.

3.3.2.3 In order to allow the services to be used, the telematics unit must be activated. Only once the telematics unit has been activated, the service in the vehicle can be used. As a rule, the telematics unit is activated automatically upon commencement of the contract. Should it not be possible to activate the telematics unit (e.g. due to a lack of a cellular network data link), the service cannot be provided and the Customer will be promptly informed..

3.3.2.4. Should the telematics unit fail (which can be recognized from the 'FB' light, which must be permanently green: if it is not permanently green, but is permanently red, orange or off, there is a fault), then the entire service cannot be provided.

If there is no connection between the telematics unit and the trailer or semi-trailer or the connection is interrupted, the Service either cannot be rendered at all or cannot be fully rendered.

The service Mercedes-Benz Uptime is premised on a functional power supply being available from the vehicle's battery. For vehicles equipped with a battery circuit breaker, it will be assumed that the battery circuit breaker has been properly activated. An excessive use of electronic equipment in the vehicle without recharging the battery in the meantime by running the engine may result in the battery's depletion. Moreover, if the vehicle is left standing for a longer period, the telematics unit in the vehicle might switch itself off, thus interrupting the cellular network data link to the vehicle until the vehicle is put into service manually the next time.

3.3.2.5 MB Uptime will achieve the maximum effect if Mercedes-Benz Genuine Parts are used. If non Mercedes-Benz Genuine Parts are used that have not been manufactured in accordance with Mercedes-Benz specifications and production standards, MBTUK cannot ensure a reliable diagnosis of service life or of faults, meaning that neither the effective prevention of breakdowns nor the early detection of additional repair needs can be ensured via MB Uptime. As a consequence, MBTUK cannot be liable for any such malfunctions of MB Uptime where such replacement parts have been used. This clause shall apply accordingly if a trailer or semi-trailer is used that does not correspond to the specifications of the respective component manufacturer.

3.3.2.6 We point out that the finding of every error by the service is not be fully guaranteed.

When using a trailer or semi-trailer, interference, functional limitations and inaccuracies can occur if the data sent by the trailer or semi-trailer to the telematics unit is inaccurate or incomplete.

3.3.2.7 The provision of Mercedes-Benz Uptime may be subject to restrictions and inaccuracies that are beyond the control of MBTUK, for which neither MBTUK nor FleetBoard as its subcontractor can be held liable. This applies to, but is not limited to, the availability of mobile communication and internet access services provided by third parties.

Other negative circumstances, such as network overload, may impede the use of the internet. Moreover, short-term capacity bottlenecks may result from peak loads in the services, of the cellular and landline networks, and on the internet.

Disruption furthermore may be caused by force majeure, including strikes, lockouts, or action taken by the authorities, or it may result from technical or other work (such as repairs, maintenance, software updates, enhancements) that needs to be carried out on systems of MBTUK or on those of upstream or downstream service providers or network operators in order to ensure that information and telematics services are properly provided or improved.

3.3.2.8 Upon the Mercedes-Benz Uptime Agreement entering into force, a download will be performed via a cellular network data link and the software updates for the customer portal and the telematics unit will be automatically installed without needing to visit a workshop ("software update"). The software update may be triggered by the vehicle of the IT servers and may enhance functions of the service, expand them, or provide or enable new functions of the service, or it may modify or remove functions of the service. The Customer cannot deactivate the software update. Depending on its nature and scope, a software update will occur automatically without any further consent by the Customer. The Customer will however always be given the opportunity to refuse to accept any modifications or removals where they do not inure to the Customer's benefit, or if it is unreasonable to expect the Customer to accept them, taking account of the interests of MBTUK. The period lapsing between individual software updates is variable. There is no claim to obtaining software updates. Software updates are subject to the availability of the cellular network, respectively to its limitations, and also to the equipment of the vehicle. This means that the download and installation times may vary from one vehicle to the next, ranging from a few minutes to up to several hours. The status will be stored on IT servers.

The software updates may be required, under certain services, to allow the services to be provided and operated without disruption. The Customer is not entitled to any claim to acquire the software updates via other channels (e.g. via the participating Mercedes-Benz authorized service partner).

3.4 Mercedes-Benz Uptime Agreement and other Agreements of the Daimler Group

3.4.1 Mercedes-Benz service contract for commercial vehicles

If there is an additional Mercedes-Benz service agreement in force for the vehicle, both agreements shall be deemed to have the same term and therefore both are subject to the same notice periods. In such event, the notice periods set out in Section 7 Clauses 1 and 3 shall not apply.

3.4.2 If Customer has a coexisting FleetBoard framework agreement

If Customer has a framework agreement with FleetBoard in force at the same time, the Mercedes-Benz Uptime data will be shown both in the FleetBoard portal (under the 'Service' tab) and in the Mercedes-Benz Customer portal.

3.5 Availability of the Telematics Services

The Mercedes-Benz Uptime services are available to the Customer 24 hours a day, seven days a week with the exception of IT server maintenance windows. During IT server maintenance windows, services may be restricted or unavailable. IT server maintenance windows are, in every calendar week,

- Thursday 1 a.m. to Thursday 5 a.m. and
- Saturday 6 p.m. to Sunday 8 a.m.

All times stated are Central European Time/Central European Summer Time. MBTUK can postpone these IT server maintenance times due to operational needs or in other exceptional cases. The Customer will be notified of this at the earliest possible opportunity. Bank holidays may also be used for such IT server maintenance.

Although the Customer may be able to use Mercedes-Benz Uptime within the IT server maintenance windows, Mercedes-Benz Uptime services may be reduced or suspended during use within the IT server maintenance window, the Customer will not have any claim under warranty or claim to compensation.

MBTUK ensures an average annual availability of 98 per cent for the server center. This excludes times during which the server cannot be accessed via the internet due to technical or other problems that are beyond the control of MBTUK.

4. Obligations of Customer, Duties of Customer to Cooperate, General Duties of Customer

4.1 The Customer is under an obligation to **cooperate** with regard to the following matters:

- To enter the name, telephone number, and email address of a contact person in the customer portal as soon as it has received the

login details for the customer portal or following activation of the vehicle, along with that of the designated authorized Mercedes-Benz service partner, and to keep this information updated,

- To assist in the activation of the telematics unit (e.g. by switching on the ignition, moving the vehicle into the transmission and reception range of the cellular network).

4.2 The Customer is under an obligation to **report**:

- The loss or return of the vehicle,
- The loss or return of the SIM card,
- Any faults in the telematics unit (if the 'FB' light is not green, but is permanently red, orange or off, there is a fault) or services, or, under certain circumstances, faults in the SIM card,

and shall do so in writing to Mercedes Benz Uptime support without delay.

The Mercedes-Benz Uptime hardware has an integrated SIM card. The SIM card is the property of MBTUK and may only be used for Mercedes-Benz Uptime services.

4.3 MBTUK is entitled to temporarily suspend the Mercedes-Benz Uptime services or to block the SIM card and replace it:

- If the telematics unit or the IT server has a technical error and maintenance work or modifications are required.
- In the event of a breach by the Customer of contractual or statutory provisions.

In the event of a temporary suspension the Customer must maintain payment under the Agreement.

4.4 In the event of the Customer determining that the Mercedes-Benz Uptime services are being used in violation of the contract, or that the network accessible to the Customer is being impermissibly encroached upon, for example by third parties intrusively connecting to it, then the Customer must inform MBTUK of this without undue delay.

4.5 MB Uptime will achieve the maximum effect pursuant to Clause 3 if Mercedes-Benz Genuine Parts are used in the areas power train, electrical components, electronics & wear parts. If non-MB parts are used that have not been manufactured in accordance with Mercedes-Benz specifications and production standards, MBTUK cannot ensure a reliable diagnosis of service life or of faults, meaning that neither the effective prevention of breakdowns nor the early detection of additional repair needs can be ensured via the MB Uptime processes. As a consequence, MBTUK will not be responsible for those malfunctions of MB Uptime that have their cause in replacement parts being used that have not been manufactured in

accordance with Mercedes-Benz specifications and production standards. This clause shall apply accordingly if a trailer or semi-trailer is used that does not correspond to the specifications of the respective component manufacturer.

4.6 The Customer is under an obligation to ensure adequate password controls are in place for all users of Mercedes-Benz Uptime to prevent abuse of the customer portal. The Customer must not use a combination of the fleet name and a password that it also uses for other online services.

4.7 The Customer will only be entitled to use Mercedes-Benz Uptime if it complies with all legal requirements and does not pursue any purposes that are in breach of the present contract terms or of applicable law.

4.8 Should the Customer have any reason to suspect that the way Mercedes-Benz Uptime is being used is in breach of any terms under this Agreement, or that the cellular network made available for Mercedes-Benz Uptime is being impacted by unauthorized third parties, the Customer must inform MBTUK of this without undue delay.

4.9 The software applications provided to support the use of Mercedes-Benz Uptime may not be modified, edited, decompiled (including by means of reverse engineering), stored or otherwise reproduced.

4.10 The Customer is responsible for storing any data as needed on its compatible end devices.

4.11 The Customer shall be liable to MBTUK for any and all damages arising as a consequence of the Customer's violation under clause 4 of this Agreement.

4.12 The Customer undertakes to defend MBTUK from and against any claim or action caused by a Customer breach under this Agreement and shall fully indemnify and hold harmless MBTUK from and against any liabilities, losses, damages, claims, proceedings, costs (including all legal fees) and expenses of whatever nature incurred by or awarded against MBTUK as a result of or in connection with any such breach.

5. Payment, Terms of Payment, and Default

5.1 MBTUK shall invoice the Customer on a monthly basis for the price stated in the Schedule for the services used, VAT shall be charged by MBTUK at the rate applicable as stated in the invoice.

5.3 Cost increases, particularly those arising as a result of changes to collective agreements, price increases introduced by the network or telecommunication service operators, increased taxes, or other additional costs incurred by MBTUK

may result in price rises. MBTUK is therefore entitled to increase the prices accordingly. Changes to the MBTUK prices will become effective in accordance with the provisions set out below, provided MBTUK has sent the Customer the new price list.

In the event of price rises, the Customer may terminate the contract within one month of receiving the new price list or notification of the changes, with effect from the date when the price rise comes into force. MBTUK shall notify the Customer of the new price list, the effective new price date and of the Customer's right to terminate the Agreement. If the Customer wishes to continue the Agreement, it does not need to do anything. The contract will then continue in force at the new rate.

5.3 Payments of the agreed amount shall be made monthly by the Customer.

6. Set-off, Right of Retention, Exclusion of Objections

6.1 The Customer may offset counterclaims arising under other agreements against claims of MBTUK only if the Customer's counterclaim is uncontested or if entitlement has been confirmed by a non-appealable court decision.

6.2 Any objections to the amount of the invoices for the services utilized must be raised in writing with MBTUK within eight weeks of receipt of the invoice. If no objection is received within this period, the invoiced amount will be deemed to be approved. MBTUK will specifically draw the Customer's attention to this consequence in the invoices.

7. Termination and Termination without Notice

7.1 Unless otherwise agreed, the Mercedes-Benz Uptime Agreement is entered into for a specified period and may be terminated by either party giving three months' notice to the end of a month, **but no earlier than after a period of 24 months**. If Mercedes-Benz Uptime has been purchased as an option in another service or long-term leasing agreement, the term and the termination Clause of that agreement applies. In derogation from this provision, the Customer may, in the circumstances described in Clause 7.3, terminate the Agreement by giving one month's notice to the end of a month.

7.2 Either party may terminate in the event of a material or persistent breach of any provision of the Agreement for which the breaching party has failed to remedy within a reasonable period (given the nature of the breach) specified in writing;

7.3 The Customer may terminate this Agreement if the vehicle is

- permanently taken out of service,
- sold,
- completely written off or otherwise lost (including theft)

by giving one month's notice in writing to the end of the month, stating the grounds for the termination and the odometer reading or operating hours of the vehicle on the day the contract ends. Upon the termination taking effect, all obligations of MBTUK under the Agreement shall cease to apply.

7.4 Where the Customer is in arrears with payments, MBTUK may terminate the Agreement if the Customer fails to pay despite being granted an additional 14 days.

7.5 MBTUK may also terminate this Agreement without notice if the Customer:

- suffers a deterioration in its financial position to such an extent that in MBTUK's reasonable opinion the Customer's capacity to adequately fulfil its obligations under the Agreement has been placed in jeopardy;
- suffers a change in control (and for this purpose control has the meaning set out in section 840 Income and Corporation Taxes Act 1988, as in force from time to time);
- has a bankruptcy order made against it or makes an arrangement or composition with creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors;
- convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory)
- purports, save as expressly provided by this Agreement, to assign its rights or obligations under this Agreement. In any such circumstance MBTUK shall be entitled to determine the Agreement by written notice to the Customer, but such notice shall not prejudice any other right or action which MBTUK may have at the date of same.

(6) Termination must always be expressed in writing and sent to the address of the other party as specified in this Agreement.

8. Liability and Period of Limitation

8.1 Liability will only be assumed for services in countries in which the service is ensured pursuant to **Clause 2.3**.

8.2 Maintenance and repair work will be referred to authorized Mercedes-Benz service partners to avoid the risk of breakdown only if a specific arrangement is in place with the Customer that covers the payment of

the costs. If Mercedes-Benz Uptime is not functional because the aforementioned arrangement is not in place to cover payment of the costs, MBTUK shall not be liable.

8.3 The Customer will receive recommendations for action from MBTUK, which the Customer should follow. Failure to follow the recommendations may lead to substantial damage for which MBTUK accepts no liability.

8.4 The Customer will be responsible for deciding whether the vehicle is to be repaired as recommended by Mercedes-Benz Uptime. The Customer therefore will also be responsible for any such associated costs and an assessment by an individual workshop still remains necessary.

Since the circumstances of each market differ, it cannot be assumed that a standard unit cost rate will apply, i.e. offers may vary from dealer to dealer. MBTUK shall not be liable for either the cost of repairs nor the uniformity of costs incurred as a result of following a Mercedes-Benz Uptime recommendation.

8.5 If MBTUK is found to be liable for failure to comply with the terms under this Agreement, it shall not be responsible for any losses the Customer suffers as a result, except for the direct losses which are a foreseeable for an Agreement of this nature.

8.6 MBTUK shall not be responsible for any of the following losses: (a) loss of revenue or income; or (b) loss of anticipated savings; or (c) loss of data; or (d) loss of profits; (e) transportation costs; or (e) wasted time.

8.7 Save that this clause 8 does not include or limit in any way MBTUK's liability for: (a) death or personal injury caused by MBTUK's negligence; or (b) fraud or misrepresentation; or (c) any other matter for which it would be illegal or unlawful for MBTUK to exclude or attempt to exclude

8.8 MBTUK shall not be liable in particular for loss or damage caused by defective performance not caused by MBTUK. This applies in particular to the availability of the mobile data connection provided by mobile phone companies, the mobile network, the global navigation satellite system geolocation services and internet access, see Section 3 Clause 3.1.

MBTUK shall not be liable for interference, functional limitations and inaccuracies that occur if the data sent by the trailer or semi-trailer to the telematics unit is inaccurate or incomplete.

8.9 In addition MBTUK shall not be liable for disruptions caused by force majeure, including strikes, lockouts or administrative orders, or result from technical or other measures (e.g., repairs,

maintenance, software updates, enhancements) which need to be carried out on MBTUK systems or on those of upstream or downstream service providers, content providers or network operators which are necessary in order to ensure that the Services are properly provided or improved.

9. Data Protection

9.1 Data Protection for the Mercedes-Benz Uptime Service

For the performance of the services pursuant to **Section 3** of this Agreement, MBTUK shall process the following data:

- the Customer's contact details
- geopositioning data on the vehicle in order to coordinate workshop services
- technical data to determine the condition of the vehicle (for example the vehicle ID number, maintenance data, status monitoring, wear-and-tear data, consumption figures, mileages, load spectrums, control unit measurements, control unit information and data regarding current defects as well as the defect log).

This data will be sent after the sensors and test routines located in the vehicle, which monitor the vehicle systems, identify a deviation from the system functions.

The legal basis for the processing of such data is that it is necessary for the contractual performance of the service.

The legal basis for the processing of technical data relating to the vehicle and the vehicle condition - insofar as relating to personal-related data - is the legitimate interest of Daimler AG and the companies affiliated with Daimler AG .

In order to provide the services under the MB Uptime Agreement, MBTUK will engage with subcontractors. These subcontractors may act as contractors for MBTUK or as independent data controllers. MBTUK will ensure that the contractors are subject to the same contractual obligations regarding confidentiality, data protection, and data security.

As far as necessary to allow the services to be provided, data will be forwarded to third parties, for example to the Service Partners nominated by the Customer or the suitable Mercedes-Benz Service Partner for the provision of workshop services. The purpose of the present Agreement also includes contacting the Customer in the event of an urgent action requirement and the receipt of offers regarding

repair and maintenance work that is needed as determined by Mercedes-Benz Uptime.

The data will be stored by MBTUK for as long as necessary for the performance on the Mercedes-Benz Uptime Agreement or for the assertion, exercise or defense of legal claims, or as required by law, and will subsequently be deleted or anonymized. The technical vehicle data, which is transferred in the context of the Mercedes-Benz Uptime Agreement, will also be processed and used by Daimler AG to optimize vehicle functions. It is not possible to use this data to track movements based on routes traveled.

With respect to the driver, the Customer must ensure that the prerequisites under data protection law for the processing of personal data have been met and that any rights of employees that may exist are respected. If and insofar as necessary, the Customer shall obtain the consent of the drivers affected and shall submit proof of such consent to MBTUK upon the latter's request.

MBTUK uses technical and organizational security measures to protect the Customer's data against manipulation, loss, unauthorized forwarding, and access by unauthorized third parties. MBTUK will carry out regular checks of the technical and organizational measures and will implement a program of continuous improvement in line with technological developments.

A data subject, whose personal data is processed by MBTUK, has a right to personal data rectification, erasure, limited processing and data transferability to the extent specified by the General Data Protection Regulation and the Data Protection Act 2018.

For information on the Data Protection contact at MBTUK, please see MBTUK's online privacy policy on its UK website www.mercedes-benz.co.uk/privacy.

9.2 Data Protection for the Supplementary Service - Interface to Third Party Provider

As part of this supplementary service to the Mercedes-Benz Uptime Service, the Customer can determine in the customer portal which data or data types are to be forwarded by MBTUK to which of the third-party providers listed there or designated by the Customer ("data release").

For this supplementary services, it is only possible to pass on data which is already described in the service

description in Section 3 and Data Protection Clause 9.1 to the extent provided for by MBTUK in the individual case and the data is released by the Customer.

For certain third party providers, the communication between MBTUK and a third party provider appointed by the Customer does not take place directly but within the scope of a transmission via a subsidiary of Daimler AG or Daimler AG itself.

MBTUK does not have any influence on the processing of personal data by third party providers appointed by the Customer. As such the third party provider has an independent responsibility under data protection law. It is possible that third party providers will carry out data processing outside the European Union. The Customer has independent responsibility for examining the terms of use and data protection notices of such third party providers it appoints.

The Customer can revoke its instruction to release data to a third party provider at any time in the customer portal and MBTUK will cease sharing data.

10. Miscellaneous

- 10.1 Any and all amendments of and supplements to the Mercedes-Benz Uptime Agreement must be documented in writing.
- 10.2 If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of this Agreement and the remainder of such provision shall continue in full force and effect.
- 10.3 The Agreement shall be governed and construed and have effect in all respects in accordance with English Law.
The courts of England shall have exclusive jurisdiction over any proceedings arising out of or in connection with the Contract which proceedings are commenced by the Customer. However MBTUK shall have the right to commence proceedings against the Customer arising out of or in connection with this Agreement in any court anywhere in the world.