



## General Terms and Conditions for the Telematics System RSP-CONNECT

### § 1 General aspects - scope of application and contracting parties

(1) These general terms and conditions shall apply in the event of the provision of RSP services in the area of networked vehicles (hereinafter the term service or services is used for this purpose). The provider of the services is RSP GmbH & Co. KG, Zum Silberstollen 10, D-07318 Saalfeld/Saale, Germany (hereinafter referred to as "RSP"). These General Terms and Conditions govern the rights and obligations of RSP and the user (hereinafter "Customer") when ordering and using the Services.

(2) The customer assures that he/she is the owner of the vehicle named in the contract or has been authorised by the owner to use the vehicle.

(3) The legal relationship between the customer and RSP is governed by these general terms and conditions. Deviating conditions of the customer shall not become part of the contract even if RSP does not object to them again.

### § 2 Object of the services and conclusion of the contract

(1) With the help of a SIM card fixed in the hardware of a vehicle, the vehicle is equipped with additional functions by mobile radio. At the factory, RSP equips the vehicles with a mobile radio module (SIM card with LTE modem) and telemetry module (GPS receiver, CAN bus-supported function control and operational data acquisition) (so-called telemetry unit).

(2) Each product equipped with a telemetry unit sends data of the product related to service, product configuration and product status (data) to RSP. This data is necessary for the commissioning, maintenance of operation, provision of services as well as the use of separately bookable software and hardware solutions and represents a legitimate interest of RSP. Internet connectivity allows centralized evaluation of operating and location data collected by the telemetry module in the vehicle, function control as well as remote diagnosis and remote maintenance of the superstructures, provided that the customer requests this. These functions (geolocation of the customer's vehicles, evaluations of operating data, the de-/activation of vehicle functions) for vehicle and fleet management are provided to the customer by us through the B2B portal. For this purpose, the individual vehicles send the required telemetry data to us. To be able to use these functions, the customer must initially agree to the terms of use in the RSP customer portal.

(3) The prerequisite is the registration with RSP CONNECT and link-up with the website by entering the user ID for the website. The contractual object of the services is solely the retrieval of the data, the transmission of the data for the purpose of processing, presentation and storage of the data as well as the granting of access to the data.

### § 3 Details upon conclusion of the contract / registration

The customer affirms that he/she has provided accurate and complete information about him/herself in connection with the conclusion of the contract/registration and that he/she is not a consumer. The customer must inform RSP immediately of any change in his/her name, company and place of residence and business.

### § 4 Technical pre-requisites

If the service enables the client to view data on a webpage or by mobile apps, the client must obtain a suitable terminal device and an Internet connection with sufficient bandwidth at his/her own expense. The minimum technical requirements specified by RSP in the product description must be observed.



## § 5 Contract period

(1) The contractual relationship shall be established and begin with the activation of the service by the customer on the RSP Internet portal.

(2) The contract shall end with the period upon, which shall be based on the special provisions for the respective service. The contract shall end automatically at the end of this period without the need for termination. During this period, ordinary termination shall be ruled out. After expiry of the period, the customer can order an extension of the service at the conditions then applicable.

(3) In any event, the right to extraordinary termination for good cause by the customer or RSP shall remain unaffected. An important reason entitling RSP to extraordinary termination shall be deemed to exist in particular if:

- the customer repeatedly culpably violates essential contractual obligations despite a caution;
- despite caution by RSP, the quality or function of the service is impaired by repeated culpable action or omission on the part of the customer;
- in RSP's assessment, there is a high probability that the customer provided false information when applying for the service.

(4) Notice of termination must be submitted in writing.

## § 6 Data protection

(1) RSP will comply with the applicable legal provisions and specifications on data protection. With respect to the collection, processing and use of personal customer data, RSP states its position in the data protection declaration. Within the framework of the conclusion of the contract and in the event of subsequent updates, RSP shall make the text available to the customer

(2) Unless otherwise agreed, RSP does not act for the customer in the sense of commissioned data processing, so that the customer is not entitled to issue instructions to RSP with regard to the manner of data processing.

(3) If a third party (e.g. an employee of the customer) uses the vehicle, the customer must inform the third party of the use of the service. The customer is responsible for checking whether further requirements must be met for the collection, processing and use of personal data of the third party in addition to the information. As far as this is the case, the customer is responsible for their fulfilment. Provided the customer uses the RSP customer portal, he/she is the responsible person in terms of Art. 4 No. 7 Of the German GDPR with regard to personal data processing of other users of his/her vehicle. Correspondingly, the provisions of the GDPR have to be observed.

(4) The customer has the option of having the SIM card installed in the vehicle and/or the communication module deactivated by his/her service partner at any time. However, the customer will then no longer be able to use all services that require an activated SIM card.

(5) RSP ensures through suitable measures of a technical and organisational nature that intrusions by unauthorised third parties, for example in the form of attacks on the telemetry unit, the data connection or the IT landscape of RSP, are avoided in accordance with the state of the art. Depending on the individual case, this may lead to disruptions in the data transmission of individual products of the customer. In this respect, the customer is obligated to report disruptions or irregularities immediately in order to ensure safety. Any use of the service by the customer in breach of the foregoing provisions which, at the discretion of RSP, directly threatens the security, integrity or availability of the service shall entitle RSP to suspend the provision of the service with immediate effect. In any such circumstances, RSP shall use commercially reasonable efforts to provide the customer with an opportunity to remedy such breach or threat prior to any such suspension.

## § 7 Use of data

(1) RSP shall inform the customer that machine-related data will be used by RSP and, if applicable, partners of RSP for further purposes. The data is used in particular for the further development of RSP products in order to continuously improve them in the interest of RSP customers. Furthermore, RSP may use this data for research and analysis within the framework of their legitimate interest, to improve products and services or to develop new vehicle functions. The storage and processing of this data on an aggregate, statistical basis may also take place without prior agreement of the terms of use by the customer. The customer can object to this data processing by deactivating the telemetry and radio module, if necessary. RSP will support the customer when carrying out the deactivation on request.



(2) The exclusive right of use of the non-personal data obtained in the course of the performance of the contract, even in the event of complete fulfilment of the payment obligations, is exclusively reserved to RSP. RSP is free to transfer the non-exclusive right to use the data to the customer or third parties named by the customer, in particular the customer's customers, within the scope of the authorisations of its respective user role (main user, co-user, guest user). The customer shall not be permitted to commercially disseminate the data obtained to third parties. If the data is used within the framework of a limited software solution (subscription), the right of use shall only exist until the expiry of the period agreed upon. If the right of use granted relates to software, the right of use shall only extend to the use of the object code. Processing of the software as well as any retranslation of the object code into the source code (decompilation) is not permitted except in cases expressly permitted by law.

(3) When providing the product to third parties, the customer undertakes to inform the said that data transmission is activated in the product and that the customer or RSP can gain access to information about the product and thus (indirectly) about the third party (usage behaviour, location, &c.). Whenever and insofar as the use of software or the link to databases makes the data personally identifiable, the legal obligations of the data processor are fulfilled by disclosing the respective data protection provisions.

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## **§ 8 Right of use**

(1) All content on the website and the apps is subject to copyright restrictions. The information may not be reproduced or made publicly available without the consent of RSP. Printing and saving for own purposes shall be permitted, but not for third party commercial purposes.

(2) RSP grants the customer a simple and non-transferable or sub-licensable right to use the data and information communicated to the customer for its own operational purposes for the period of the contract and to use access to the data using the Internet.

(3) RSP grants the customer the right to inspect all machine data of the customer collected by RSP CONNECT on which RSP bases its determination of the scope of liability in cases of assertion of claims for defects within the meaning of clause 9 of the general terms and conditions of sale and delivery of RSP. The inspection shall be carried out in such a way as to exclude any risk to RSP's trade or business secrets.

## **§ 9 Responsibility for unauthorised access and invitation of other users**

(1) In order to access the data by the website and the apps, the customer requires the user ID selected when applying for the service for the first time. The customer shall protect his/her user ID against unauthorised use by third parties. If the customer makes his/her user ID available to third parties, the conduct of the third parties shall be attributed to him/her as his/her own conduct.

(2) If the customer suspects that third parties are using his/her access without authorisation, he/she must inform RSP immediately. The responsibility for unauthorised access shall be waived only, if the customer proves that he/she is not responsible for the unauthorised access.

(3) If the customer makes use of the possibility of inviting other users to access his/her data in the so-called access rights administration on the website and assigns them a role as admin or user, the behaviour of these users and all other users whose rights are indirectly attributable to the customer shall be attributed to the customer as his/her own behaviour. If the invited user or other users whose rights are indirectly attributable to the customer register further products, these users shall act as representatives of the customer.

(4) RSP has no knowledge of the legal and factual relationships of the third parties to the product or the authorisation and allocation of user roles of these. Resulting damages or other violations of protective laws shall not be the responsibility of RSP.



## **§ 10 Availability, data errors**

(1) RSP endeavours to achieve permanent availability of the services.

(2) The availability of the service may be temporarily limited for technical reasons, e.g. due to necessary maintenance work. The customer shall be informed of this in advance with a reasonable period of notice. RSP will endeavour to carry out maintenance during low usage hours (usually between 22:00 and 06:00 (UTC+1)).

(3) RSP has no influence on the availability and performance of the mobile network and the satellite communication service, which is a prerequisite for the provision of the service.

(4) RSP advises the customer that the undisturbed use of the service is not possible from every location for compelling technical reasons, e.g. interference can occur in deep valleys, when obstructed by buildings, bridges or mountains, or in the event of spherical interference (e.g. thunderstorms); there may also be short-term capacity bottlenecks due to peak loads on the service. RSP will endeavour to avoid such disruptions or to remedy the disruptions at short notice if they occur. In addition, hardware interference may occur if other radios are in the vicinity.

(5) The customer must verify the accuracy, completeness and plausibility of the recommendations and messages in connection with the use of the service. In the event of errors and discrepancies, RSP must be informed immediately.

## **§ 11 Transfer of the contract or individual claims to third parties, in particular in case of the sale of the vehicle**

(1) The customer may not transfer the rights and obligations under this contract to third parties without the express written consent of RSP.

(2) The contract for the service is bound to the vehicle. In the event of sale or permanent transfer to a third party, the customer is obligated to contact a trained service partner so that the latter can terminate the data exchange with RSP so that data exchange is no longer possible. The customer can terminate the contractual relationship extraordinarily with a notice period of 4 weeks in the event of a sale, however, there is no claim against RSP for compensation for the unusability of the service during the remaining term of the original fixed term.

(3) RSP is entitled to transfer the contractual relationship or individual rights and obligations to an affiliated company within the meaning of Sections 15 ff. AktG (German Stock Corporation Act). In this case, the customer has an extraordinary right of termination which must be asserted within one month after notification of the transfer.

(4) RSP shall be entitled to use the assistance of third parties for the provision of the contractual services.

## **§ 12 Liability of RSP**

(1) RSP is liable to the customer in accordance with the general statutory provisions, unless otherwise stated in the following provisions.

(2) RSP shall be liable without limitation for intent and gross negligence; furthermore, RSP shall be liable without limitation for injury to life, body or health as well as for claims under the German Product Liability Act. Furthermore, the liability under guarantees assumed by RSP shall remain unaffected.

(3) RSP is only liable for slight negligence if an obligation is breached, the fulfilment of which enables the proper execution of the contract in the first place and on the observance of which the customer may regularly rely (cardinal obligation). In this case, RSP's liability is limited to reasonably foreseeable damage and expenses typical for the contract. Moreover, in the event of slight negligence, RSP shall not be liable for indirect damage and consequential damage, in particular for damage in the event of business interruptions and for loss of profit. In all other respects, liability for slight negligence shall be excluded.

(4) The liability of RSP shall be excluded if performance delays and/or performance failures were caused by force majeure and/or unforeseeable impairments for which RSP is not responsible. Such impairments include, in particular, pandemics, epidemics, official orders, strikes, lockouts and lawful internal company industrial action. Furthermore, this also includes the complete or partial failure of the communication and network structures and gateways of other providers and operators required for our own service provision. RSP is entitled to postpone its performance obligations for the duration of the impeding event plus a reasonable start-up period. If the state of force majeure should last longer than three months, either party may terminate the contractual relationship.



### **§ 13 Changes to the service**

RSP reserves the right to make reasonable changes to the services, provided that this maintains the contractually owed scope of services, is necessary to improve the services and/or takes account of technical developments. RSP will inform the customer of the above in good time.

### **§ 14 Applicable law, place of jurisdiction**

(1) All disputes arising in connection with this contractual relationship shall be governed exclusively by the laws of the Federal Republic of Germany to the exclusion of the International Conflict of Laws (IPR) and the International Sale of Goods (UN Sales Convention of 11 April 1980).

(2) The exclusive place of jurisdiction for all disputes arising from the business relationship with merchants is the registered office of RSP. RSP is also entitled to take legal action at the place of jurisdiction of the Customer.

### **§ 15 Language**

RSP may make these general terms and conditions available in different languages. In the event of contradictions and deviations between the German version and a version in another language, only the German version of these general terms and conditions shall apply.

### **§ 16 Changes to these General Terms and Conditions**

(1) The customer agrees that its non-response to an offer to amend the contract, subject to the conditions set out below, shall be deemed to constitute consent.

(2) RSP may unilaterally amend and/or supplement changes to the Terms and Conditions with effect for the future for good cause only. If the client does not object to the changes offered within one month of notification, the client's non-response shall exceptionally be deemed to constitute consent.

(3) Good cause exists if provisions of this contract are directly or indirectly affected by a change in the law (amendment of the law, new regulation or case law) or technical innovations (e.g. new telematics procedure) or if a legal change has subsequently resulted in a regulatory gap in the contract.

(4) RSP shall notify the customer of the changes offered in text form, stating the date on which they take effect. RSP shall send the notice of change to the customer with reasonable notice, i.e. at least two months before the changes take effect. The notice of amendment shall also contain a comparison of the offered and applicable regulation if the offered amendment replaces a previously applicable regulation. RSP shall inform the customer in its notice of change about the effect of consent of his non-response, the reason for the change and the consequences of an objection.

(5) If the customer objects to the offered change within the reasonable period of time, the customer may continue to use the services according to the previous version of the General Terms and Conditions. In this case, RSP has the right to terminate the contract for good cause within a period of 4 weeks after objection.

### **§ 17 Severability clause**

If individual provisions of these general terms and conditions should be or become invalid, or if a gap should arise that needs to be filled, this shall not affect the validity of the remainder of this agreement. In place of the ineffective provision or the gap that needs to be filled, RSP and the customer will agree on a provision that comes as close as legally possible to what RSP and the customer wanted or, had they considered the point, would have wanted.