General Terms and Conditions (GTC) for the Use of XENTRY Pass Thru EU and XENTRY Diagnosis Lite (hereinafter collectively referred to as **"Open Shell Software")**

1. Scope of Application

The following Terms and Conditions apply exclusively to all supplies and services provided by Mercedes-Benz AG in connection with orders for Open Shell Software on the Mercedes-Benz B2B Connect platform (https://b2bconnect.mercedes-benz.com/de) (hereinafter "Mercedes-Benz B2B Connect").
General terms and conditions of the Orderer (hereinafter "Customer") shall not apply and shall not be deemed incorporated into the Parties' Agreement, even if Mercedes-Benz AG has not objected to them

2. Subject Matter of the Agreement

Mercedes-Benz AG leases the XENTRY Diagnosis Software to the Customer for use on an open-standard PC (Open Shell Software) for the term of this Agreement. The specific contractual services are set out in detail in Section 4.

3. Formation of the Agreements

3.1 A valid order for Open Shell Software requires that the Customer holds a valid VAT ID and belongs to the eligible group of persons as defined in Article 61 of Regulation (EU) 2018/858. Furthermore, the Customer must have its registered office within the European Union, Switzerland, the United Kingdom of Great Britain and Northern Ireland, Norway, Liechtenstein or Iceland.

3.2 A valid order is an offer by the Customer to conclude an Agreement with Mercedes-Benz AG. Without successful payment validation (e.g., credit card authorization or validation of the PayPal account through the respective payment service provider), the order will not be technically completed and will not be submitted to Mercedes-Benz AG. The Customer shall be bound by its order for 14 days (binding period).

3.3 The Agreement is formed when Mercedes-Benz AG expressly accepts a valid order in writing or in text form within the binding period, or when the authorization key (StartKey) is made available to the Customer in accordance with Section 4.1.

4. Contractual Service

4.1 The initial order of the Open Shell Software via Mercedes-Benz B2BConnect includes a special, hardware-specific authorization key (StartKey) which allows access to the download of the Open Shell Software on Windows PCs with update service during the term of the Agreement. The term of the Agreement is set out in Section 12.1.
The hardware ID required for ordering the StartKey can be read out via the basic setup in the "ConfigAssist" tool.

4.2 An Agreement number, a Hardware ID, a StartKey and Time Credits, Time Slices or Credit Packages are required to use the Open Shell Software. To use XENTRY Diagnosis Lite, the Customer must also purchase the XENTRY Diagnosis COM Kit from Mercedes-Benz AG when placing his initial order for the XENTRY Diagnosis Lite software. The XENTRY Diagnosis COM Kit consists solely of hardware (VCI, including accessories) and does not form part of the rental services under these GTC. Where required, the XENTRY Diagnosis COM Kit must be purchased separately and is subject exclusively to the General Terms and Conditions for the Purchase of XENTRY Diagnosis Hardware.

4.3 The scope of the supplies and services and their specifications are set out in the product description available in the Mercedes-Benz B2B Connect at the time of ordering. This contains a detailed list of the Open Shell Software and services provided under the Agreement, and the inextricably linked qualification requirements and the provision of product information.

4.4 Delivery dates and delivery periods shall be binding only if expressly agreed in writing by Mercedes-Benz AG and the Customer on a case-by-case basis. Otherwise, all delivery dates or delivery periods shall be non-binding.

4.5 Mercedes-Benz AG may perform the Services and deliveries in instalments, unless this is unreasonable for the Customer.

4.6 The Open Shell Software is provided only in executable form, including a User Manual (User Documentation) as well as the installation instructions. The operating instructions and installation instructions will be provided to the

Customer electronically in Mercedes-Benz B2B Connect. The Software shall be installed and commissioned by the Customer.

4.7 To the extent the Open Shell Software contains interfaces with software not supplied by Mercedes-Benz AG, Section 69d of the German Copyright Act (Urheberrechtsgesetz, UrhG) applies. Before decompiling, the Customer must first request the necessary information from Mercedes-Benz AG.

5. Support for the Open Shell Software

5.1 The Customer is entitled to support for the Open Shell Software if they have an ongoing Agreement and a current data status. A current data status shall be deemed up to date if the latest update of the Open Shell Software based on the most recent software release was installed no more than six months ago.

5.2 When installing the Open Shell Software on the Customer's own hardware, support is limited to the Open Shell Software. Mercedes-Benz AG does not provide support for the Customer's hardware and technical infrastructure, e.g. networking terminals via WLAN or the Internet connection.

Support and warranty claims relating to the hardware components of the XENTRY Diagnosis COM Kit do not form part of this Agreement. Support and warranty rights in relation to such hardware components are governed exclusively by the "General Terms and Conditions for the Purchase of XENTRY Diagnosis Hardware."

5.3 Support is limited to answering Customer's inquiries in the ordinary course of business: For problems or questions regarding Open Shell Software (product features, usage requirements, ordering, and other organizational and technical matters), the Customer may contact commercial Support at xentry.customer.support@mercedes-benz.com or technical support at https://dwp.xst.mercedes-benz.com/dwp/app/#/page/cjcnkr2b

6. Compensation

6.1 The usage fee for the Open Shell Software (Rental fee) is payable in advance by PayPal or credit card upon the initial order or upon renewal of the Agreement.

6.2 The Prices displayed in Mercedes-Benz B2B Connect at the time of ordering shall be decisive for the applicable Rental fee for the use of the Open Shell Software. The Rental fee shall be payable by cashless means. To the extent that updates are provided via the XENTRY Update Service during the term of the Agreement, such updates shall be included and covered by the Rental fee.

The prices as indicated and agreed are net prices quoted without VAT, stated in euros and may in each case be increased by the amount of the national VAT that is applicable or by any other indirect taxes, if neither a tax exemption nor a zero rate or reverse charge procedure is applicable. In respect thereof, the Customer shall support Mercedes-Benz AG in obtaining shipment and transport documentation in order to ensure its ability to invoice on a VAT-exempt basis for cross-border delivery of goods (e.g. DVD), provided that the other prerequisites thereto are met.

If an exemption from statutory VAT or other indirect taxes depends on further requirements, Mercedes-Benz AG may charge a respective VAT amount or VAT-deposit amount as a security, which shall be refunded without interests upon proved fulfilment of the requirements, i.e. receipt of proper documentation and proofs.

A recipient of services, who resides in the EU, shall indicate the valid VAT identification number (VAT ID no.) issued to it in its
country of residence or, in cases of procurement of services by the permanent branch office, the VAT ID no. of the EU Member State for the recipient's permanent branch office.

6.3 The Customer may exercise a right of set-off against claims of Mercedes-Benz AG only if the Customer's counterclaim is undisputed or has been adjudicated with res judicata effect. The foregoing shall not apply to

counterclaims of the Customer based on the same contract. The Customer may only exercise a right of retention if it is based on claims from the same contract.

7. Warranty

7.1 Mercedes-Benz AG shall maintain the leased software in a condition suitable for use in accordance with the Agreement throughout the Term of the Agreement.

7.2 No claims for defects shall arise where the impairment of the Open Shell Software's fitness for contractual use is only minor. Claims for defects shall likewise be excluded to the extent that any deviation from the agreed characteristics results from improper use of the Open Shell Software, or use under operating conditions not agreed between the Parties or in a system environment not agreed between the Parties.
The same shall apply to deviations resulting from extraordinary external influences that are not contemplated by this Agreement.

7.3 Mercedes-Benz AG's strict liability pursuant to Section 536a(1) of the German Civil Code (Bürgerliches Gesetzbuch – BGB) for defects existing at the time of conclusion of this Agreement shall be excluded. This does not apply in cases of fraudulent concealment of a defect or where Mercedes-Benz AG has provided a warranty.

7.4 The Customer shall notify Mercedes-Benz AG of any defects without undue delay in a comprehensible and sufficiently detailed manner, providing all information relevant to the identification and analysis of the defect, in writing or electronic form to the address designated for the purpose. The Customer must especially specify the work steps that led to the occurrence of the defect, the manner in which the defect manifests itself and the effects of the defect. Unless otherwise agreed, the relevant forms and procedures of Mercedes-Benz AG shall be used for this purpose.

7.5 Defects shall be remedied during Mercedes-Benz AG's business hours. The Customer shall grant Mercedes-Benz AG a reasonable period of time to remedy the defect. With the Customer's consent, Mercedes-Benz AG may replace the Open Shell Software or individual components thereof for the purpose of remedying defects. The Customer shall not unreasonably withhold its consent.

7.6 Termination by the Customer in accordance with Section 543(2), sentence 1, no. 1 of the German Civil Code (BGB) on the grounds of failure to grant contractual use of the Open Shell Software is only permitted if Mercedes-Benz AG has been given a reasonable opportunity to remedy the defect and has failed to do so. Remedial actions shall be deemed to have failed only if it is impossible, if Mercedes-Benz AG refuses to remedy the defect, if such remedy is unreasonably delayed, if there are reasonable doubts as to its prospects of success, or if it would otherwise be unreasonable for the Customer to wait for such remedial action.

7.7 The Customer's warranty shall be excluded to the extent that the Customer makes, or has third Parties make, modifications to the Open Shell Software without the prior consent of Mercedes-Benz AG, unless the Customer proves that such modifications have no unreasonable adverse effects on the ability of Mercedes-Benz AG to analyze and remedy the defect. The Customer's rights in respect to defects shall remain unaffected to the extent that the Customer is entitled to make such modifications, particularly in the exercise of its statutory right of self-remedy pursuant to Section 536a(2) of the German Civil Code (BGB), provided that such modifications have been carried out properly and documented in a comprehensible manner.

7.8 The limitation period for claims for material defects shall be one year from the commencement of the statutory limitation period. To the extent that longer periods are prescribed by law in the event of intentional misconduct or grossly negligent breach of duty by Mercedes-Benz AG, fraudulent concealment of a defect, injury to life, body or health, as well as for claims under the German Product Liability Act (Produkthaftungsgesetz), such statutory limitation periods shall remain unaffected. The statutory limitation period pursuant to Section 548 of the German Civil Code (BGB) for compensation claims by Mercedes-Benz AG arising from modification or deterioration of the Open Shell Software shall remain unaffected.

7.9 Mercedes-Benz AG shall be entitled to reimbursement for its expenses to the extent that

a. Mercedes-Benz AG takes action in response to a defect notification although no defect exists, unless the Customer could not reasonably have identified that no defect exists, or
b. the reported defect cannot be reproduced, or the Customer cannot otherwise demonstrate that a defect exists, or
c. additional expenses arise as a result of the Customer's failure to fulfil its obligations.

7.10 Mercedes-Benz AG shall be liable for infringements of third-party rights caused by the Services only to the extent that the Services are used in accordance with the Agreement and, in particular, in the contractually agreed, or otherwise intended, operating environment and without modification.
Mercedes-Benz AG shall be liable for infringements of third-party rights only within the European Union and the European Economic Area and at the location of the contractual use of the Services, as specified in Section 3.1.

7.11 If a third party claims against the Customer alleging that a service provided by Mercedes-Benz AG infringes its rights, the Customer shall promptly notify Mercedes-Benz AG. Mercedes-Benz AG and, where applicable, its suppliers shall be entitled, but not obliged, to defend against such claims at their own expense, to the extent permitted by law.

7.12 If a Service provided by Mercedes-Benz AG infringes third party rights, Mercedes-Benz AG shall, at its own discretion and at its own expense,
a. procure for the Customer the right to continue using the Service or
b. modify the Service so that it no longer infringes third-party rights or
c. withdraw the Service and reimburse the remuneration paid by the Customer for the Service, less reasonable compensation for use, if Mercedes-Benz AG cannot provide any other remedy with reasonable effort. In doing so, the legitimate interests of the Customer shall be duly taken into account.

The Customer's claims relating to legal defects shall become time-barred in accordance with section 7.8. Section 8 shall additionally apply to the Customer's claims for damages and the reimbursement of expenses. Section 7.3 shall apply accordingly to any additional expenses incurred by Mercedes-Benz AG.

8. Liability

8.1 The Open Shell Software may contain links to websites that are not operated by Mercedes-Benz AG ("External Websites"). Mercedes-Benz AG has no influence over the design and content of such External Websites. Accordingly, Mercedes-Benz AG assumes no responsibility and provides no warranty as to the currentness, correctness, completeness, or quality of the information made available on such External Websites. Mercedes-Benz AG therefore assumes no responsibility for the content of such External Websites and does not adopt their content as its own. This disclaimer applies to all links to External Websites contained in the Open Shell Software and to the content of such External Websites.

8.2 The Customer is responsible for operating its IT and workshop infrastructure (hardware, network and Internet access) in such a manner that the Open Shell Software can be used in accordance with the Agreement. Mercedes-Benz AG shall not be liable for damages resulting solely from the Customer's unsuitable or defective infrastructure or from use of the Open Shell Software contrary to the Agreement. In all other respects, Sections 8.3 through 8.5 shall apply.

8.3 Where Mercedes-Benz AG is liable by law for losses caused by simple negligence, its liability shall be limited as follows:

Liability shall arise only where there has been a breach of material contractual duties, such as those that the Agreement seeks to impose on Mercedes-Benz AG based on its content and purpose or the fulfilment of which is essential for the proper performance of the Agreement and upon which the Customer regularly relies and may reasonably rely. Such liability shall be limited to the typical damage foreseeable at the time the Agreement was concluded.

The personal liability of the legal representatives, vicarious agents and employees of Mercedes-Benz AG for damages caused by simple negligence is excluded.

8.4 The aforementioned limitation of liability and exclusion of liability shall not apply to damages resulting from an intentional or grossly negligent breach of duties by Mercedes-Benz AG, its legal representative or its vicarious agents, nor in cases of death or personal injury or damage to health. In such cases, Mercedes-Benz AG shall be liable in accordance with the statutory provisions.

8.5 Regardless of fault, any liability of Mercedes-Benz AG arising from the fraudulent concealment of a defect, the provision of a guarantee or the assumption of a procurement risk, or under the German Product Liability Act (Produkthaftungsgesetz) shall remain unaffected.

8.6 In the event of system failures of the Open Shell Software, liability of Mercedes-Benz AG for any damages (including loss of profits, business interruption, loss of business or other financial losses) shall be excluded unless such damages were caused by intent or gross negligence on the part of Mercedes-Benz AG. Sections 8.3, 8.4 and 8.5 shall apply accordingly.

8.7 Mercedes-Benz AG shall also be liable for the loss of data only to the extent that the Customer has ensured, by standard procedures, that such data can be restored with reasonable effort. This includes, in particular proper and regular data backups by the Customer. This shall not apply where the backup is an agreed obligation of Mercedes-Benz AG.

8.8 The provision and use of the Open Shell Software as well as the support services may be subject to certain restrictions, interruptions and/or inaccuracies that are beyond the control of Mercedes-Benz AG and may in particular be caused by force majeure events, including strikes, epidemics, lockouts, natural disasters, governmental orders, or by technical or other measures or occurrences (e.g. lack of internet access, repairs, maintenance, software updates and enhancements) that need to be carried out on Mercedes-Benz AG systems.

8.9 Sections 8.3 to 8.5 and 8.6 shall apply mutatis mutandis to any claims of the Customer for reimbursement of expenses and any other liability claims against Mercedes-Benz AG.

8.10 Mercedes-Benz AG shall be liable for damages resulting from the Customer's incorrect or improper use of information or content only in accordance with Sections 8.3 through 8.5.

9. Data protection

9.1 Sections 9 and 10 of these GTC contain information on the processing of personal data of the Customer or its employees (individually or collectively also the "Users"), which are collected and processed within the scope of these GTC.

9.2 Corporate and personal data of the User shall be treated confidential in accordance with the applicable data protection laws, except that the Customer has the right to forward the User's billing data to Mercedes-Benz AG. Upon request, the User will receive information about the data stored with the Customer and Mercedes-Benz AG, and may correct, delete or block this information, if necessary.
Further information on how personal data of the User is processed hereunder, will be made available separately.

9.3 Mercedes-Benz AG reserves the right to contact Users for the purpose of information, conducting satisfaction surveys as well as market and opinion research on products and services in the after-sales sector (in particular of the XENTRY product family) of the Mercedes-Benz AG, its own national sales companies, general agents or comparable partners by e-mail, telephone, fax or comparable electronic means of communication. Contact can be established in its own name or in the name of such national sales companies or general agents as well as comparable partners. Such communication can be objected to at any time by notifying Mercedes-Benz AG (if necessary also by using appropriate opt-out functions in the respective means of communication). Information on the handling of personal data can be found in the separately provided Privacy Notice for the use of XENTRY Services.

9.4 In connection with the XENTRY Services, Mercedes-Benz AG may prepare statistical reports on the usage, intensity of use of global templates and communication channels. This statistical evaluation is carried out without reference to a particular User-ID and does not contain any information about the free-text content of the messages. Mercedes-Benz AG will use such statistical reports in order to optimize and continually improve XENTRY Services and to help evaluate improvement proposals and product observations of the markets.

10. Data Transmission

10.1 In connection with the use of XENTRY Diagnosis Software (e.g. on XENTRY Hardware or on the User's own hardware), the technical data recorded in log files during the diagnosis meetings and other data of XENTRY Services will be transmitted to Mercedes-Benz AG and stored. The User shall make necessary arrangements with the end customers as well as inform the end customers sufficiently according to the agreed upon processes to facilitate the data transmission to Mercedes-Benz AG described in these GTC. The Customer shall inform Mercedes-Benz AG if under local law outside of Germany a separate consent of the end customer is necessary for the data transmissions and will coordinate with the Mercedes-Benz AG in meeting any necessary measures to facilitate the respective transmissions to and use of the data by the Mercedes-Benz AG.

10.2 Data collected by XENTRY Diagnosis and XENTRY Services is used for analysis and statistics in order to optimize and continually improve the vehicles, the Applications and the Data Content and the support as well as for quality management, product monitoring and security (for example, vehicle parts and components stress data) and are used for control (checking) purposes when abuse is suspected.

10.3 The repair garage-related data about the registered User and the application and data volumes that were approved for use are transmitted to Mercedes-Benz AG and stored via the User reporting. This is carried out without creating any inferences regarding actual usage. The data thereby complied serve to generate and verify a proper billing settlement and are used for statistical purposes.

11. Rights of use, Penalties, and Third-Party Intellectual Property Rights

11.1 The Open Shell Software is intended for the sole use by authorized Customers as defined in Section 3.1. Mercedes-Benz AG grants such Customers a simple, non-exclusive —limited to the term of this Agreement, spatially restricted and non-transferable right of use (Nutzungsrecht) —to exploit the Open Shell Software only for their own purposes, i.e. for servicing of vehicles. The Customer may only exercise this right of use if the User, the vehicle, and the hardware on which the Open Shell Software is used are physically located in the same place; typically at the Customer's workshop location.
The right of use of the Open Shell Software is only valid for use in the country for which the right of use was originally acquired. Rights of use acquired in the European Union and EFTA countries may be used throughout the economic area of the European Union and EFTA countries for the purposes of cross-border roadside assistance. The User shall not use or provide usage of the Open Shell Software available via any remote access.
Mercedes-Benz vehicles fitted with remote diagnostics by the manufacturer are not affected by the provision contained in preceding sentence, if the manufacturer's remote process is applied. Exceptions to Section 11.1 require a separate contractual Agreement.

11.2 Notwithstanding Section 11.1, all other rights to the Open Shell Software, including any subsequent upgrades and enhancements thereto, shall be retained by Mercedes-Benz AG and/or the original software supplier.

11.3 The creation of any unauthorized copies of the Open Shell Software is not permitted. Only those reproductions necessary for use in accordance with the Agreement are considered authorized, in particular downloading, installation, the creation of a backup copy, and internal provision within the Customer's organization to authorized Users. Similarly not permitted is the processing and editing of the Open Shell -Software by the Customer or by third Parties authorized by the Customer. This rule also relates to publication made under another name.
The provided Open Shell Software allows to display individual Data Content via the search masks. For the purpose of permanent availability, such individual Data Content may also be printed out. The Customer hereby shall undertake that it shall use the Open Shell Software exclusively for the purposes set out in Section 11.1 of servicing

Customers' vehicles and shall not disclose to third Parties (whether in whole or in excerpts) or make it available to such Parties.
Automated retrieval via scripts as well as systematic copying or the like is not allowed. To the extent permitted by law, the Customer shall impose these obligations on its staff. Exceptions to Section 11.3, e.g. Robotic Process Automation, require testing and individual approval by Mercedes-Benz AG.

11.4 § 69d para. 2 and 3 as well as § 87e of the German Copyright Act (*Urheberrechtsgesetz*) shall remain unaffected by the provisions of Section 11.3.

11.5 Upon request of Mercedes-Benz AG, the Customer shall produce evidence of compliance with the rules governing the rights of use under this Agreement.

11.6 Any data storage media, documentation and electronic copies that are no longer required must be duly destroyed in accordance with the Waste Disposal Directive in force at that location. With respect to device and server installations, action must be taken to ensure that it is not possible for anyone to gain unauthorized access thereto.

11.7 The use of the Open Shell Software must correspond to typical industry-standard usage behavior and contractual provisions. Any misuse constitutes a breach of contract. Misuse includes, in particular, the following serious violations that indicate a justified suspicion of intent to cause damage or unauthorized commercial use:
- an excessive use beyond the usual scope of use (e.g., access to WIS documents on a massive scale, in a volume that gives rise to suspicion of unauthorized data extraction),
- a significant deviation from typical usage behavior that clearly indicates the use of Robotic Process Automation for the systematic retrieval of data, or
- any other unauthorized use or provision of the Open Shell Software that is capable of enabling unauthorized use and causing potential damage.
In these cases, a contractual penalty of EUR 10,000.00 per violation will be due.
In the event of violations of statutory provisions, in particular violations of export regulations and applicable sanctions, a contractual penalty of EUR 15,000.00 per violation will be due. This provision applies regardless of any transfer of data to third Parties.

11.8. In the event that the Open Shell Software falls into the hands of third Parties, whether this is because the Customer or Customer's employees have intentionally or negligently disclosed it without authorization or have intentionally or negligently failed to secure it from access to third Parties, the Customer shall owe contractual penalties of EUR 25,000.00 for each breach. The right to claim damages, taking into account the contractual penalty, remains unaffected.

11.9 Additional Time Credits, Time Slices or Credit Packages are required for the use of the Open Shell Software. Such Time Credits may be purchased in the form of hourly, daily, weekly, monthly or annual units. The purchase of Time Credits, Time Slices or Credit Packages is subject of a separate Agreement and is governed by the "General Terms and Conditions for the Use of Time Credits/Time Slices and Credit Packages."

11.10 The Customer shall act to ensure that the technical requirements for operating the Open Shell Software in question are met. The Customer may review the detailed technical prerequisites as well as specifications, interface descriptions and other information on "Mercedes-Benz B2B Connect" (https://b2bconnect.mercedes-benz.com), under the Open Shell Software in question. The Customer is responsible for acknowledging and complying with the applicable technical prerequisites and usage guidelines.
In connection with the use of the Open Shell Software with increased security requirements, the Customer undertakes to apply the prescribed measures to increase the security of the Open Shell Software. These include measures such as a mandatory identification process as a basis for specific access rights and multi-factor authentication during the login process. Further appropriate safeguarding measures may be implemented at any time. In doing so, the Customer's legitimate interests will be given due consideration; the Customer will be notified of any significant changes in advance in an appropriate manner.

11.11 Login data for the use of the Open Shell Software (personalized identity (User ID) and passwords) provided by Mercedes-Benz AG shall only be used by authorized Customers within the meaning of Art. 3, 45 of Regulation (EU) 2018/858 and the Customer's authorized employees. The Customer is also responsible for maintaining the confidentiality of employee logins and will instruct its employees accordingly. A transfer or use of the provided login data as a group or workshop user is not permitted. Any disclosure of the personal login data to third Parties is prohibited, even if these belong to the authorized user group according to Art. 3, 45 of Regulation (EU) 2018/858. Third Parties within the meaning of these GTC are all persons who are not involved in the conclusion of this Agreement, including group-affiliated companies or associated companies of the Customer. The Customer is obligated to use the provided login data exclusively for the Open Shell Software officially provided by Mercedes-Benz AG for the purposes set out in Section 11.1 in servicing Customers' vehicles, not disclosing them or making them accessible to third Parties as well as to take all reasonable precautions to prevent accidental disclosure. The disclosure of login data is considered abuse.
The use of login data in the Open Shell Software not officially provided by Mercedes-Benz AG is not permitted (e.g. illegally purchased software). As part of product monitoring and security, data and access are monitored in order to counteract improper use, including violations of statutory provisions such as embargo and sanctions violations.

11.12 Access to the systems of Mercedes-Benz AG using TOR network or other VPN or proxy services, which obfuscate the technical IP address and the country of origin of the access is prohibited.
Notwithstanding the foregoing, Users who belong to a company with its own in-house data network are permitted to access via company-internal VPN connections and proxy servers, that are integral part of the in-house data network, as long as these do not obfuscate the User's location, which can be determined from the network protocol data, to such an extent that access from another country is simulated.

If the User uses its own in-house data network, it is necessary to have the company's own network administrator (IT department) verify whether this company network meets the technical conditions mentioned.
In the event that it is determined during this verification that these conditions cannot be met for legitimate technical reasons, an explicit exception from the aforementioned conditions must be requested via Application Support for the affected Users to prevent potential account blocking due to automatically detected suspected account misuse.
Exceptions to Section 11.12 require verification and individual approval by Mercedes-Benz AG.

11.13 In the event of a suspicion or knowledge of a violation of these GTC Mercedes-Benz AG is entitled to immediately temporarily block individual or all the User's access rights or products until the facts have been fully clarified. Furthermore, Mercedes-Benz AG is entitled to immediately and permanently block the provided access data and the Open Shell Software if a serious violation is confirmed after the completion of the investigation. Serious violation in this context is classified as intentional conduct or abusive behavior. The Customer may avert these measures by submitting suitable evidence at its own expense to dispel the suspicion. The suspension shall not give rise to any claims of the Customer for damages or any other compensation.

11.14 The Customer is obligated to immediately inform Mercedes-Benz AG if the Customer suspects or becomes aware of any violation of the provisions of Sections 3 and 11 of these GTC.

11.15 Mercedes-Benz AG is entitled to take appropriate technical measures to protect against non-conforming contractual use. The use of the supplies and services as contractually agreed may not be significantly affected as a result.

11.16 Mercedes-Benz AG may revoke the Customer's right of use and/or terminate the Agreement if the Customer materially exceeds the scope of its rights of use or breaches provisions designed to protect against unauthorized use. Mercedes-Benz AG shall generally first grant the Customer a reasonable grace period in which to remedy the breach.

11.17 Revocation of the right of use alone does not by itself terminate the Agreement. Following revocation, the Customer must give Mercedes-Benz AG express confirmation either in writing or text form that it has ceased using the Open Shell Software.

11.18 Mercedes-Benz AG's entitlement to remuneration for use beyond the agreed scope of use remains unaffected.

11.19 The Customer is entitled to have its right of use restored after it has proved that it has ceased non-conforming use and will refrain from non-conforming use in the future.

12. Term of the Agreement and Termination

12.1 The term of the Agreement is 12 months from the conclusion of the Agreement.

12.2 The term of the Agreement may be extended by 12 months after expiry of the Agreement by paying a further rental fee in Mercedes-Benz B2B Connect if the technical requirements are met, the Agreement has not been terminated in accordance with Clause 12.3 and the Open Shell Software continues to be offered to customers generally. However, it is not possible to extend the Agreement for the use of XENTRY Diagnosis Lite if the XENTRY Diagnosis COM Kit is no longer supported by Mercedes-Benz AG.

12.3 The Agreement may be terminated by Mercedes-Benz AG in text form without notice for good cause. Good cause shall include, in particular, where the Customer:

a. violates the provisions, in particular those set forth in Section 11, for example by using, reproducing, producing or causing the Open Shell Software to be produced without authorization,
b. discloses the Open Shell Software or the login data provided to him/her to any third party without authorization, or uses it for remote access;
c. uses the login data provided to him in Open Shell Software which has not officially been provided by Mercedes-Benz AG (e.g., illegally obtained software);
d. uses its own hardware or XENTRY hardware that does not meet the technical requirements for the operation of the respective Open Shell Software in accordance with Sections 5.1 and 11.10, or this XENTRY hardware is no longer supported by Mercedes-Benz AG;
e. ceases business operation with or without a successor;
f. no longer belongs to the group of authorized persons within the meaning of Art. 3(45) of Regulation (EU) 2018/858 or changes within this user group.

The Customer is advised that there is no claim to a so-called "software freeze" after termination of the contract for whatever reason.

12.4 The Customer's statutory rights to terminate the Agreement, in particular for good cause, shall remain unaffected.

13. Taxes

The Parties shall take all measures in accordance with their respective domestic law and the Treaty on the Avoidance of Double Taxation between the Federal Republic of Germany and the user's country ("the Tax Treaty") to ensure a reduction of or exemption from, as the case may be, taxes which might become payable in connection with this Agreement.

All taxes or duties and surcharges of any kind whatsoever in connection with payments made by the Customer and imposed on Mercedes-Benz AG by the German tax authorities shall be borne by Mercedes-Benz AG. 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 the Customer's country shall be borne by the Customer. The preceding sentence does not apply to income taxes imposed or withheld in accordance with the domestic law and the Tax Treaty.

In case the Customer is required to withhold taxes in accordance with the domestic law and the Tax Treaty, if any, from payments under this Agreement, the Customer shall exercise its best efforts to attain that the payment to Mercedes-Benz AG will be taxed at any reduced rate under the Tax Treaty or under domestic law at the time of payment.

In case the Customer is required to withhold taxes from payments under this Agreement, the Customer shall provide Mercedes-Benz AG without undue delay with the original tax certificate, copy of tax assessment and any other documents that evidence calculation and payment of the tax. These documents shall specify Mercedes-Benz AG as 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.
A copy of the documents should be sent to the following email address: withholdingtax@mercedes-benz.com.

If the documents of the tax authority are issued in a language other than German or English, the Customer shall have the documents translated into German or English at its own expense at the request of Mercedes-Benz AG and shall have the correctness of such translation certified either officially or by a notary public.

14. Compliance with Applicable Law

14.1 The Customer is obligated not to engage in any acts or omissions that could lead to criminal liability 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, Mercedes-Benz AG shall be entitled to rescind or terminate all legal transactions with the Customer and to break off all negotiations without notice.

14.2 Notwithstanding the foregoing, the Customer shall comply with all laws and regulations applicable to the Customer and the business relationship with Mercedes-Benz AG.

14.3 It is the Customer's sole responsibility to assess whether using the Open Shell Software is in compliance with applicable laws, and to take all measures necessary to use the Open Shell Software in compliance with the law.

14.4 The Open Shell Software and all related documentation, information, or materials may be subject to export control regulations. The Customer 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 Open Shell Software or any related technical documentation, information or materials, without the prior consent of Mercedes-Benz AG.

14.5 The Customer shall not sell, export, or re-export directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any goods or technology supplied under or in connection with this Agreement.

AND/OR

The Customer shall also not sell, supply, export, license, or transfer, directly or indirectly, in any other way intellectual property rights or trade secrets as well as grant rights to access or re-use any material or information protected by intellectual property rights or protected as trade secret to the Russian Federation or Belarus or for use in the Russian Federation or Belarus. The Customer is required to prohibit possible sublicensees from using such intellectual property rights or trade secret, from using such intellectual property rights, trade secrets or other information in connection with common high priority items as listed in Council Regulation (EU) 833/2014, that are intended for sale, supply, transfer, or export, directly or indirectly, to the Russian Federation or for use in the Russian Federation.

14.6 The Customer shall undertake its best efforts to ensure that the purpose of Section 14.5 is not frustrated by third parties further down the commercial chain, including by possible resellers and/or possible sublicensees of such intellectual property rights or trade secrets.

14.7 The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including possible resellers, that would frustrate the purpose of Section 14.5.

14.8 Any violation of Sections 14.5, 14.6, and 14.7 shall constitute a material breach of an essential element of this Agreement, and Mercedes-Benz AG shall be entitled to seek appropriate remedies, including, but not limited to

termination of this Agreement and compensation for any costs, damages, or liabilities incurred by Mercedes-Benz AG as a resulting from the infringement, including the imposition of fines.

14.9 The Customer shall immediately inform Mercedes-Benz AG of any problems in applying Sections 14.5, 14.6, or 14.7, including any relevant activities by third parties that could frustrate the purpose of Section 14.5. The Customer shall make available to Mercedes-Benz AG information concerning compliance with the obligations under Sections 14.5, 14.6, and 14.7 within two weeks of the simple being requested of such information.

15 Safety Instructions

15.1 The Customer must strictly comply with all warning notices, safety-related information and user information provided in the relevant Open Shell Software. The Customer shall be liable for any damage caused by a violation of the foregoing mandate

15.2 Furthermore, subsequent enhancements and additions to the provided Open Shell Software must be observed unconditionally.

15.3 The Customer must always keep the Open Shell Software up to date. A data status shall be deemed up to date in accordance with Section 5.1.

16. Miscellaneous

16.1 The Customer is responsible for observing the import and export regulations applicable to the Supplies and Services. In the case of international supplies and 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 and services, unless otherwise expressly agreed.

16.2 The Customer cannot transfer rights and obligations arising from or in connection with the contract or the conclusion thereof to third Parties without Mercedes-Benz AG's consent.

16.3 The Customer will conclude the necessary Agreements on handling personal data with Mercedes-Benz AG.

17. Jurisdiction and Governing Law

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