Mercedes-Benz

General Terms and Conditions (GTC) for the Use of Time Credits, Time Slices and Credit Packages

1. Scope of Application

The following Terms and Conditions apply exclusively to all supplies and services by Mercedes-Benz AG in connection with orders for Time Credits, Time Slices and Credit Packages on the Mercedes-Benz B2B Connect platform https://b2bconnect.mercedes-benz.com (hereinafter "**Mercedes-Benz B2B Connect**").
General Terms and Conditions of the Orderer (hereinafter the "**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 makes the Time Credits, Time Slices and Credit Packages agreed in the Agreement available to the Customer for the term of this Agreement to enable the Customer to access data content, in particular technical information (hereinafter also referred to as "**Information**"), for a limited period of time. The Time Credits, Time Slices and Credit Packages entitle the Customer to use the respective **Information** accessible in accordance with these GTC. The specific contractual services and the respective access rights are set out in Section 4. The term of the Agreement and the respective periods of use of the individual Time Credits, Time Slices and Credit Packages shall be governed by Section 10.

3 Formation of the Agreement

3.1 A valid order for Time Credits requires that the Customer holds a valid VAT identification number and is part of the eligible group of persons pursuant to Article 61 of Regulation (EU) 2018/858. Furthermore, the Customer's registered office must be located within the European Union, Switzerland, the United Kingdom of Great Britain and Northern Ireland, Norway, Liechtenstein or Iceland.

3.2 A valid order for Time Slices and Credit Packages requires that the Customer holds a valid VAT identification number and belongs to the eligible group of persons pursuant to Article 61 of Regulation (EU) 2018/858. Furthermore, the Customer's registered office must be located within the European Union or an EFTA State.

3.3 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 by means of 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).

3.4 The Agreement is formed when Mercedes-Benz AG expressly accepts a valid order in writing or in text form within the binding period, or makes the ordered service available to the Customer.

4. Contractual Service

4.1 The scope of services and quality are each determined by the description of the Time Credits, Time Slices or Credit Packages in Mercedes-Benz B2B Connect at the time of ordering. This description contains a detailed specification of the temporary access to **Information** to be granted as well as the inextricably linked agreements concerning qualification and the provision of Information.

4.2 Time Credits are offered for the use of XENTRY Pass Thru EU and XENTRY Diagnosis Lite (hereinafter collectively referred to as the "Open Shell Software"). During the term of the Time Credit, the Customer is granted access to the **Information** available via the Open Shell Software. The Time Credits available to the Customer are managed in a time account. Time Credits may be ordered in units of 1 hour, 1 day, 1 week, 1 month or 1 year. The time contingents used by the Customer are deducted from the available Time Credits. The term and termination of the access authorization shall be governed by Section 10.2.

4.3 Time Slices are offered for the use of XENTRY Remote Diagnosis, XENTRY Tips (Desktop and app versions), WIS and XENTRY Operation Time. A Time Slice means a fixed period of time during which the Customer is granted continuous access to the available **Information** from the activation of the respective Time Slice onwards. Depending

on the product, Time Slices may be ordered for a period of 1 hour, 1 day, 1 week, 1 month or 1 year. The term and termination of the access authorization shall be governed by Section 10.3.

4.4 Credit Packages are offered for the use of XENTRY Tips, XENTRY WIS and XENTRY Operation Time. The VIN Credit balance available to the Customer is maintained in a VIN Credit account. Upon activation of a VIN (Vehicle Identification Number) by the Customer, the Customer is granted access to the **Information** available for that VIN. The available Credit Packages comprise 1, 5 and 10 VIN Credits. With each activation of a VIN, the Credit balance is reduced by the respective number of Credits used. The term and termination of the access authorization shall be governed by Section 10.5.

4.5 A valid agreement for the use of the Open Shell Software is required for the use of Time Credits for the Open Shell Software.

4.6 The use of Time Slices for WIS, XENTRY Operation Time, XENTRY Tips (Desktop and app versions) and XENTRY Remote Diagnosis requires a valid customer login for Mercedes-Benz B2B Connect and the order of the respective Time Slice for the respective User ID.

4.7 In addition to the requirements set out in Section 4.6, the use of Time Slices for the Apps XENTRY Remote Diagnosis and XENTRY Tips (hereinafter collectively referred to as the "Apps") requires a valid customer login for the respective App and the order of the Time Slice for the respective User ID. In addition, the respective App must be downloaded to a mobile device in order to be used.

4.8 The use of Credit Packages for XENTRY Tips, XENTRY WIS and XENTRY Operation Time requires a valid customer login for Mercedes-Benz B2B Connect and the order of the respective Credit Package.

4.9 The use of XENTRY Parts Information requires a valid customer login for Mercedes-Benz B2B Connect and payment of the annual registration fee for the respective User ID. Upon payment of the annual registration fee, XENTRY Parts Information may be used for 12 months.

5. Support

5.1 The Customer is entitled to support for the products accessible via Time Credits, Time Slices or Credit Packages 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 products accessible via Time Credits, Time Slices or Credit Packages based on the most recent software release was installed no more than six months ago.

5.2 When installing the products accessible via Time Credits, Time Slices or Credit Packages on the Customer's own hardware, support is limited to such products. 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.

5.3 Support is limited to answering the Customer's inquiries in the ordinary course of business: For problems or questions regarding the products and services covered by these GTC, in particular regarding product features, usage requirements, ordering, as well as 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 prices displayed in Mercedes-Benz B2B Connect at the time of ordering shall be decisive for the applicable remuneration for the respective products. The remuneration shall be payable via PayPal or credit card. To the extent that updates for the respective product are provided via the XENTRY Update Service during the term of the Agreement, such updates shall be included and covered by the remuneration.

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.

6.2 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 products and services covered by these GTC 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 fitness of the products and services covered by these GTC 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 products and services covered by these GTC, 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 products and services covered by these GTC 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 use of the products and services covered by these GTC in accordance with the

Agreement 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 rights shall be excluded to the extent that the Customer makes, or has third parties make, modifications to the products and services covered by these GTC 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 of 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 products and services covered by these GTC 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 Sections 3.1 and 3.2.

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 7.9 shall apply accordingly to any additional expenses incurred by Mercedes-Benz AG.

8. Liability

8.1 The products and **Information** accessible via Time Credits, Time Slices or Credit Packages 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 products and **Information** accessible via Time Credits, Time Slices or Credit Packages 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 products and **Information** accessible via Time Credits, Time Slices or Credit Packages can be used for their intended purpose. Mercedes-Benz AG shall not be liable for damages resulting solely from the Customer's unsuitable or defective infrastructure or from use of the products or **Information** accessible via Time Credits, Time Slices or Credit Packages 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 shall be 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 products and services covered by these GTC, 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 products and **Information** accessible via Time Credits, Time Slices or Credit Packages, 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 products and **Information** only in accordance with Sections 8.3 through 8.5.

9. Rights

9.1 The products and **Information** accessible via Time Credits, Time Slices or Credit Packages are intended for the sole use by authorized Customers as defined in Sections 3.1 and 3.2. Mercedes-Benz AG grants such Customers a simple, non-exclusive right of use (Nutzungsrecht), limited to the term of this Agreement, geographically restricted and non-transferable, to use the products and **Information** accessible via Time Credits, Time Slices or Credit Packages on vehicles for their own purposes.

The Customer may only exercise this right of use if the Customer or the Customer's employee, the vehicle, and the hardware on which the Time Credits, Time Slices or Credit Packages are used are physically located in the same place; typically at the Customer's place of business.

The right of use for the products and **Information** accessible via Time Credits, Time Slices or Credit Packages is valid only 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 Customer shall not use or provide the products and **Information** accessible via Time Credits, Time Slices or Credit Packages via any remote access. Mercedes-Benz vehicles fitted with remote diagnostics by the manufacturer are not affected by the provision contained in the preceding sentence, provided that the manufacturer's remote access processes are used. Exceptions to Section 9.1 require a separate contractual Agreement.

9.2 Notwithstanding Section 9.1, all other rights to the products and Information accessible via Time Credits, Time Slices or Credit Packages, including any subsequent upgrades, developments and enhancements thereto, shall be retained by Mercedes-Benz AG and/or the original software suppliers.

9.3 The creation of any unauthorized copies of the products and **Information** is not permitted. Only those reproductions required for use in accordance with the Agreement shall be deemed authorized, in particular the creation of printouts of individual Information and the internal provision of products and **Information** within the Customer's business to authorized users. Likewise, the processing, adaptation or modification of products and **Information** by the Customer or by third parties engaged by the Customer is not permitted. This restriction also applies to publication under a different name.

The Time Credits, Time Slices and Credit Packages provided enable the Customer to display individual Information via the respective search interfaces. For the purpose of permanent availability, individual Information may also be printed out. The Customer undertakes to use the products and **Information** accessible via Time Credits, Time Slices and Credit Packages exclusively for the purposes specified in Section 9.1 in connection with servicing its customers' vehicles and not to disclose such products and **Information**, in whole or in part, or otherwise make it available to third parties.

Automated retrieval via scripts as well as systematic copying or similar activities are not permitted. To the extent permitted by law, the Customer shall impose these obligations on its employees. Exceptions to Section 9.3, such as Robotic Process Automation, require review and individual approval by Mercedes-Benz AG.

9.4 § 69d para. 2 and 3 as well as § 87e of the German Copyright Act (Urheberrechtsgesetz) shall remain unaffected by the provisions of Section 9.3.

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

9.6 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.

9.7 The use of the Time Credits, Time Slices and Credit Packages must correspond to typical industry-standard usage behavior and the 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 Information; or
- any other unauthorized use or provision of the Time Credits, Time Slices and Credit Packages that is capable of enabling unauthorized use and causing potential damage.

In these cases, a contractual penalty of EUR 10,000.00 per violation shall 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 shall be due. This provision applies regardless of any transfer of Information to third parties.

9.8 In the event that the products or **Information** accessible via Time Credits, Time Slices or Credit Packages fall into the hands of third parties, whether because the Customer or the Customer's employees intentionally or negligently disclose them without authorization or intentionally or negligently fail to ensure that they are inaccessible to third parties, the Customer shall owe a contractual penalty of EUR 25,000.00 for each violation. The right to claim damages, taking into account the contractual penalty, shall remain unaffected.

9.9 The Customer shall ensure that the technical requirements for the use of the respective products and **Information** accessible via Time Credits, Time Slices or Credit Packages are met. The detailed technical requirements, specifications, interface descriptions and other information applicable from time to time may be viewed in Mercedes-Benz B2B Connect under the respective products. The Customer is responsible for familiarizing itself with and complying with the technical requirements and usage guidelines set out therein.
In connection with the use of products and **Information** accessible via Time Credits, Time Slices or Credit Packages that are subject to enhanced security requirements, the Customer undertakes to apply the security measures prescribed by Mercedes-Benz AG from time to time. Such measures include, for example, a mandatory identification process as a basis for certain access rights and multi-factor authentication during the login process. Further appropriate security measures may be introduced at any time. In doing so, the legitimate interests of the Customer shall be duly taken into account; the Customer shall be informed of any material changes in an appropriate manner in advance.

9.10 Login data provided by Mercedes-Benz AG for the use of the products and **Information** accessible via Time Credits, Time Slices or Credit Packages (personalized identity (User ID) and password) shall only be used by authorized Customers within the meaning of Art. 3 No. 45 of Regulation (EU) 2018/858 and the Customer's employees. The Customer is also responsible for maintaining the confidentiality of employee logins and shall instruct its employees accordingly. Use of the provided login data as a group or workshop user is not permitted. Any disclosure of the

login data to third parties is prohibited, even if such third parties belong to the authorized user group within the meaning of Art. 3 No. 45 of Regulation (EU) 2018/858. Third parties within the meaning of these GTC are all persons not involved in the conclusion of this Agreement, including group-affiliated companies or associated companies of the Customer.
The Customer undertakes to use the login data provided exclusively for the products and **Information** accessible via Time Credits, Time Slices or Credit Packages officially provided by Mercedes-Benz AG within its business for the purposes specified in Section 9.1 in servicing its customers' vehicles, not to disclose such login data to third parties or make it accessible to them, and to take all reasonable precautions to prevent accidental disclosure. The disclosure of login data shall constitute misuse.

The use of login data for products and **Information** accessible via Time Credits, Time Slices or Credit Packages that have not been officially provided by Mercedes-Benz AG is prohibited (e.g. illegally acquired software). As part of product monitoring and security, data and access are monitored in order to counteract misuse, including violations of statutory provisions such as embargo and sanctions violations.

9.11 Access to the systems of Mercedes-Benz AG using the TOR network or other VPN or proxy services that obscure the IP address and the country of origin of the access is prohibited.
Notwithstanding the foregoing, users belonging to a company with its own internal corporate data network may access the systems via VPN connections and proxy servers that form part of such internal corporate data network, provided that such VPN connections and proxy servers do not distort the user's location, as determined from network protocol data, in such a way that access from another country is simulated.
Where an internal corporate data network is used, the Customer shall ensure that the company's network administrator verifies whether the corporate network complies with the technical requirements set out above.
If such verification determines that these requirements cannot be met for legitimate technical reasons, an explicit exemption from the foregoing requirements shall be requested via Application Support for the affected users in order to prevent a potential account suspension resulting from automatically detected suspected account misuse.
Exceptions to Section 9.11 require review and individual approval by Mercedes-Benz AG.

9.12 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 of the Customer’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 products and **Information** accessible via Time Credits, Time Slices or Credit Packages if a serious violation is confirmed after the completion of the investigation. A 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 provided that Mercedes-Benz AG has taken such measure on the basis of a reasonable suspicion and in compliance with the principle of proportionality.

9.13 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 9 of these GTC.

9.14 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.

9.15 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.

9.16 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 of the cessation of use.

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

9.18 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.

10. Term of the Agreement and Period of Use

10.1 The term of the Agreement begins when Mercedes-Benz AG expressly accepts the order in writing or in text form or when the ordered service is made available to the Customer in accordance with Section 4.1, and shall be 12 months. The term of the Agreement constitutes the contractual framework for the use of the Time Credits, Time Slices and Credit Packages acquired by the Customer. Irrespective thereof, the respective period of use of each individual Time Credit, Time Slice and Credit Package shall be governed by Sections 10.2 through 10.5 below.

10.2 For Time Credits, the period of use shall be determined by the quota ordered in accordance with Section 4.2. The Time Credits shall expire upon full consumption or upon expiry of the respective term, whichever occurs first. Notwithstanding the foregoing, the entitlement to use the Time Credits shall end no later than upon expiry of the term of the Agreement in accordance with Section 10.1.
Upon termination of the Agreement for the use of the Open Shell Software, the entitlement to use the services provided hereunder shall also expire. Any unused Time Credits may be transferred upon renewal or conclusion of a new Agreement for the use of the Open Shell Software. Otherwise, such Time Credits shall expire and shall not be refunded.

10.3 For Time Slices, the period of use shall be determined by the period ordered in accordance with Section 4.3. The access authorization shall end upon expiry of the respective period. Notwithstanding the foregoing, the access authorization shall end no later than upon expiry of the term of the Agreement in accordance with Section 10.1. The remuneration paid shall not be refunded, even if the Customer does not use the Information or does not use it in full during the period of use.

10.4 If the annual registration fee for XENTRY Parts Information is no longer paid by the Customer, the corresponding administrative activities shall no longer be carried out and the Customer's access to XENTRY Parts Information shall be deactivated accordingly.

10.5 For Credit Packages, the access authorization shall expire 24 hours after activation of the respective VIN Credits. Notwithstanding the foregoing, the access authorization shall expire no later than upon expiry of the term of the Agreement in accordance with Section 10.1.

11. Termination

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

a. in the case of Time Credits, a ground for termination pursuant to Section 12.3 of the General Terms and Conditions (GTC) for the use of XENTRY Pass Thru EU and XENTRY Diagnosis Lite (Open Shell Software) exists;
b. reproduces, copies, creates, or causes the products and **Information** accessible via Time Credits, Time Slices or Credit Packages to be reproduced, copied or created in breach of the Agreement;
c. discloses the products and **Information** accessible via Time Credits, Time Slices or Credit Packages or the login data provided to it to third parties without authorization or uses them for remote access;
d. uses the login data provided to it in software not officially provided by Mercedes-Benz AG (e.g. illegally acquired software);

e. uses its own hardware or XENTRY hardware that does not meet the technical requirements for the use of the respective products and **Information** accessible via Time Credits, Time Slices or Credit Packages in accordance with Sections 5.1 and 9.9, or such XENTRY hardware is no longer supported by Mercedes-Benz AG;
f. ceases business operations with or without a successor;
g. no longer belongs to the group of authorized persons within the meaning of Art. 3 No. 45 of Regulation (EU) 2018/858 or changes within such user group.

Where Mercedes-Benz AG terminates the Agreement without notice for good cause, the Customer shall have no claim to reimbursement of unused Time Credits, unused Time Slices or unused VIN Credits.

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

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

12. 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.

13. Compliance with Applicable Law

13.1 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.

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

13.3 It is the Customer's sole responsibility to assess whether the use of the products and **Information** accessible via Time Credits, Time Slices or Credit Packages is in compliance with applicable laws and to take all measures necessary to ensure that such products and **Information** are used in compliance with the law.

13.4 The products and **Information** accessible via Time Credits, Time Slices or Credit Packages, as well as all related documentation, information or other materials, may be subject to export control regulations. The Customer agrees to comply strictly with all legal requirements set forth in these regulations and not to export or re-export, divert, transfer or disclose, directly or indirectly, the products and **Information** accessible via Time Credits, Time Slices or Credit Packages or any related technical documentation, information or other materials without the prior consent of Mercedes-Benz AG.

13.5 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
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 granting 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 in Belarus. Customer is required to prohibit possible sublicensees of 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.

13.6 Customer shall undertake its best efforts to ensure that the purpose of Clause 13.5 is not frustrated by any third parties further down the commercial chain, including by possible resellers and/or possible sublicensees of such intellectual property rights or trade secret.

13.7 Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of Clause 13.5.

13.8 Any violation of Clauses 13.5, 13.6 and 13.7 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 of any costs, damage or liability incurred by Mercedes-Benz AG resulting from the infringement, including the imposition of fines.

13.9 Customer shall immediately inform Mercedes-Benz AG about any problems in applying Clauses 13.5, 13.6 or 13.7, including any relevant activities by third parties that could frustrate the purpose of Clause 13.5. Customer shall make available to Mercedes-Benz AG information concerning compliance with the obligations under Clauses 13.5, 13.6 and 13.7 within two weeks of the simple request of such information.

14. Safety Instructions

14.1 The Customer must strictly comply with all warning notices, safety-related information and user information provided in the relevant products and **Information** accessible via Time Credits, Time Slices or Credit Packages. The Customer shall be liable for any damage caused by a violation of the foregoing mandate.

14.2 Furthermore, subsequent enhancements and additions to the products and **Information** provided via Time Credits, Time Slices or Credit Packages must be observed unconditionally.

14.3 The Customer must always keep the products accessible via Time Credits, Time Slices or Credit Packages up to date. A data status shall be deemed up to date in accordance with Section 5.1.

15. Miscellaneous

15.1 The Customer is responsible for observing the import and export regulations applicable to the supplies or services. In the case of international supplies or services, the Customer shall pay the arising duties, fees and other charges. The Customer is responsible for handling legal or administrative proceedings related to international supplies or services, unless otherwise expressly agreed.

15.2 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.

15.3 The Customer shall conclude the necessary agreements on handling personal data with Mercedes-Benz AG.

16. Governing Law and Jurisdiction

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