Terms and Conditions for the Vehicle Management Solution

These Terms and Conditions apply to the use by Customer of the Vehicle Management Solution on the basis of software as a service (SaaS) provided by ETAS Automotive India Pvt. Ltd., 12th floor, Gold Hill Square Software Park, No.690, Hosur Road, Bommanahalli, Bangalore – 560068 (hereinafter: "**Provider**", Customer and Provider hereinafter referred to as "**Parties**").

1. Definitions

1.1. "**Account**" means the authorization to access controlled-access Applications of the Provider.

1.2. "**Application**" means the respective software application provided by the Provider under a Contract.

1.3. "**Contract**" means the agreement between the Provider and Customer regarding the provision of the Application (e.g. an offer, an order form).

1.4. "**Customer Data**" means all data, information, content or material submitted by Customer or on behalf of Customer in connection with use of the Service, storage space and/or the Account or manually generated by the Customer with the Application. Customer Data also includes access and registration data.

1.5. "**Service Description**" means a description of the technical functionalities of the respective Application.

2. Scope of Application

2.1. Provider provides the Application to Customer solely on the basis of these Terms and Conditions and the applicable attachments as referenced herein, which are part of the Contract.

2.2. Terms and conditions of Customer or of third parties will not apply even if Provider does not specifically object to the application of such terms and conditions. Even where Provider refers to a letter containing or referring to Customer's or a third party's business terms and conditions, this does not constitute agreement to the application of such business terms and conditions.

2.3. Individual agreements executed between the Parties on a case -by -case basis in written form (including ancillary agreements, supplements and amendments) will in any event take precedence over these Terms and Conditions.

3. Subject Matter

3.1. The subject matter of these Terms and Conditions is the provision of the Application via remote access for use by Customer, the necessary server infrastructures well as the granting or procurement of usage rights regarding the Application by Provider in return for payment as agreed by the Parties. The Application is described in more detail in the user manual which is referenced in the quotation

3.2. The implementation of an interface integration with Customer's existing system landscape is outside the scope of these Terms and Conditions.

3.3. Provider has the right to have the services performed by third parties (including affiliates of Provider as subcontractors.

4. Provision of Application and Server Infrastructure

4.1. Provider shall make available the current version of the Application for use in accordance with the provisions of these Terms and Conditions on a server infrastructure provided by Provider or its subcontractors (hereinafter referred to as "**Server**") from the time agreed in the Contract.

4.2. Access to the Application by Customer shall be browser-based via the Internet.

4.3. Provider shall provide Customer the link to the registration for use of the Application.

4.4. If an Account is required to obtain access to and to use the Application, the Provider shall make this Account available to Customer after Customer agrees to these Terms and Conditions. The Account and the access credentials are not transferable. Customer is liable for all actions performed under Customer's Account.

4.5. Customer shall keep all passwords confidential. Provider is not responsible for the consequences of misuse of user passwords.

4.6. Provider shall make storage space available

on Provider's Server to the extent that this is required for the intended use of the Application. Further details on the scope of services can be found in the Quotation.

4.7. Customer Data shall be stored and be regularly backed-up by Provider throughout the duration of the contractual relationship. Customer shall be solely responsible for compliance with retention periods required of Customer under commercial and tax law.

5. Technical Availability of the Application

5.1. Provider owes exclusively the availability of the Application at the Internet hubs of Provider's data center.

5.2. Provider is not responsible for non availability of the Application on account of: (i) planned maintenance work (e.g. for updates and upgrades), (ii) other planned interruptions in operations, (iii) unplanned maintenance work for good cause or for other reasons for which Provider is not responsible, such as malfunctions in the field of the provision, operation and support of the Customer's communications connection (communications sections outside Provider's data center), in particular due to a failure in Customer's Internet connection.

5.3. Provider shall owe the availability of the functionalities of the Application described in the user manual only if the system requirements also regulated therein have been complied with by Customer. Customer shall be solely responsible for compliance with the system requirements. The provision of Section 15 shall apply accordingly to changes to the system requirements and to changes to the technical system of Provider.

5.4. Provider is only responsible for the proper functioning of Provider's systems up to the Internet hubs of Provider's data center.

5.5. Provider will, in addition to providing the Application, also establish the connection to the Application via a SIM card. In this context, the following shall apply:

(1) Subject to technical and operational feasibility, Provider shall provide the customer with Connectivity services of a third party provider for the connection between hardware (system hardware) provided by Provider on the basis of a separate contract and the Application. Connectivity Services means the transfer of data by the Provider or its vicarious agents

from or to an installed and activated SIM.

(2) The Connectivity Services are spatially limited to the reception and transmission area of the mobile radio stations operated by the Third Party Provider. The range and signal strength of the mobile radio stations for providing the Connectivity Services in the area of operation may vary from location to location. The Provider does not warrant a specific range or signal strength.

(3) The Customer shall ensure that the Connectivity Services are not used:

a) for purposes other than the transmission of data between the Application and the system hardware,

b) for the transmission of voice messages,

c) to provide services that enable an end user to reach publicly addressable target numbers such as IP addresses,

d) in a manner that leads to the infringement of copyrights or trademark rights, trade and business secrets, or other property rights of third parties,

e) to overcome security measures (whether or not the intrusion involves the loss of data),

f) for Internet Relay Chat ("IRC"), Peer to Peer File Sharing ("P2P"), operating bittorrent or proxy server networks, sending spam or operating an open mail relay / SMTP relay server; or

g) in a manner that could lead to injury to life, body or health (e.g. life-support systems) or environmental damage caused by failure or other unavailability of the Connectivity Services.

6. Support

6.1. Provider shall provide a First Point of Contact (FPoC) for Customer via a support center for all incidents arising in the context of the Application provided. The Customer shall inform the Provider about incidents by e-mail. Support is provided during Provider's normal business hours (Monday to Friday, excluding public holidays in Baden-Württemberg) which the Customer can find on the ETAS website in the Internet under Service and Support at www.etas.com/en/company/etas_germany_

contact.php. Within the scope of support, a ticket is created and classified by Provider for each incident report. Customer will provide Provider with all information necessary for troubleshooting.

6.2. The reporter of the error shall be advised of the status at regular intervals. If, however, the qualification of the incident ticket by Provider shows that the cause of the incident lies in a service or performance by Customer pursuant to Section 13 or has other reasons for which Provider is not responsible, then the incident ticket will be closed and Customer informed that he is responsible for resolving the problem on his own account.

6.3. The Provider is entitled to interrupt the provision of the Application for maintenance work. The Provider will plan maintenance work in such a way that the use of the Application by the Customer is impaired as little as possible.

7. Other services by Provider

7.1. During the term of the Contract, Provider shall provide Customer with a documentation for the Application (user manual) in the current version in electronic form in the Application.

7.2. A separate agreement in writing is required for additional services by Provider, in particular integration services (for Customer systems and/or for plant / technical units) and consulting services. Customer has no entitlement to performance of such services.

8. Usage Rights

8.1. Provider grants to Customer a non-exclusive, non-sub-licensable and non-transferable right to use the Application in the context of the functionalities and the intended use of the Application in accordance with the user manual for the term of the contractual relationship. Within this framework, upon prior written consent of the Provider, Customer is entitled, to make the Account and the Application available to third parties exclusively using the Application on behalf of and for the Customer.

8.2. The open source software ("OSS") components including the applicable OSS license terms used in Provider's Application shall be illustrated in the user manual or in the Application itself, if and to the extent the provision as SaaS expressly requires the fulfilment of OSS-specific license obligations.

8.3. Provider makes the Application available as SaaS (Software as a Service) per remote access. It shall not be made available to Customer for Customer's own permanent storage nor does Customer have the right to make it available itself or to use it in a data center environment.

8.4. If, during the term of the Contract, Provider makes new versions, updates, upgrades, modifications or extensions of the Application available or carries out other changes with respect to the Application, the provisions of Section 8 shall also apply thereto, even if the modifications or extensions were ordered by Customer and paid for separately.

8.5. Customer shall not have any rights not explicitly granted to Customer under these Terms and Conditions. In particular, Customer has no right to:

a) use the Application and/or the Account beyond the scope of use agreed in these Terms and Conditions or to permit third parties to use it;

b) subject to Section 8.1, make the Application and/or the Account available to third parties; or

c) duplicate the Application and/or the Account or to provide it for use for a limited period of time, in particular not to lease it or loan it.

8.6. Customer is obliged to ensure that the provisions of these Terms and Conditions are complied with.

8.7. If Customer breaches the provisions of Section 8, Provider may, after giving Customer advance notification in writing, block Customer's access to the Application if the violation can be rectified by such blocking. The block shall be removed as soon as the reason for the blocking ceases to exist. If Customer continues to violate the provisions of Section 8 or does so repeatedly despite a respective warning in writing from Provider, Provider is entitled to terminate the contractual relationship for cause without notice unless Customer was not responsible for such breach. Provider's right to claim damages shall remain unaffected.

9. Intellectual Property

Except for Customer Data, all content of the Application, such as text, graphics, logos, button icons, images and audio clips, is the property of Provider or his licensors, and is protected by copyright or by other

intellectual property rights.

10. Customer Data

10.1. Customer hereby grants to Provider the right to use, for the purpose of executing the Contract, the Customer Data filed in the server infrastructure for use of the Application, in particular the right to reproduce such Customer Data for this purpose (e.g. for data back-up), to disclose it to third parties, to modify it and to provide such Customer Data for the purpose of accessing it.

10.2. Customer warrants that

a)   he and/or his licensors hold all rights to the Customer Data required for the granting of rights under these Terms and Conditions

b)   the Customer Data does not violate these Terms and Conditions or applicable laws and does not infringe the intellectual property of a third party.

10.3. The Customer is responsible for the security of Customer Data. Unless otherwise agreed in the Contract, Customer is obligated to regularly back up his Customer Data. Each data back-up by Customer shall be performed so that the recovery of the Customer Data is possible at all times.

10.4. Provider is entitled to immediately block Customer's use of the Application and the storage space if there is justified suspicion that the stored Customer Data is unlawful and/or infringes third-party rights. There is a justified suspicion of unlawfulness and/or of an infringement of rights in particular when courts, authorities and/or other third parties notify Provider thereof. Provider shall then notify Customer of the block, stating the reason for the block. The block shall be removed as soon as the suspicion has been refuted.

11. Defect Claims

11.1. Following a respective defect notification by Customer, defects in the Application including the documentation shall be dealt with by Provider. The same shall apply with regard to other disruptions of the Application's usability for which Provider is responsible. Any potential damage claims based on defective performance for which the Provider is responsible shall be governed by Section 17 of these Terms and Conditions.

11.2. If the Application is provided free of charge, Provider does not assume any warranty for material defects and/or defects of title, except in cases in which the Provider fraudulently concealed the respective material defect and/or defect of title.

12. Remuneration, Tax, Price Change

12.1. The amount of remuneration is specified in the Quotation.

12.2. All prices are in Indian Rupees plus Goods & Services tax (GST) or any other tax of a similar nature in the applicable jurisdiction at the applicable amount levied in accordance with statutory law.

12.3. Unless otherwise agreed, all invoices from Provider must be paid without any deductions to a bank account specified by Provider within 30 days of the receipt and due date of an invoice.

12.4. For other services not covered by the remuneration agreed in the Quotation, the Customer has to request a separate quotation.

12.5. If the parties enter into a new contract pursuant to Section 18.2, which also includes services under this contract, and if and to the extent the Customer has not yet made use of services under this contract due to the advance payment, then the excess amount paid will be credited to the Customer and offset against the remuneration owed under the new contract. The credit note shall not be paid out to Customer.

12.6. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under the Contract.

12.7. All payments made by the Customer to the Provider under the Contract will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, Customer will pay such additional amounts as are necessary so that the net amount received by Provider is equal to the amount then due and payable under the Contract. Provider will provide Customer with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or

deduction for taxes in respect of payments made under the Contract.

12.8. For the first time after the expiry of a 12-month period from the conclusion of the Contract, Provider is entitled to increase the contractual remuneration by giving three months' prior written notice to the end of the term of the contract , however such increase may not exceed Provider's general list prices valid at the time of the effect of the price increase . Further increases of remuneration items so adjusted, may only be demanded after the expiry of a 12-month period since the last price adjustment. In the event of an adjustment of the remuneration, Customer may terminate the contractual relationship within a period of six weeks to take effect on the effective date of the adjustment of remuneration, provided that the increase exceeds 10% of the last applicable prices.

13. Duties and Obligations of Customer

13.1. Customer shall perform all cooperation duties required from Customer for the execution of the contractual relationship. In particular, Customer is obliged to:

a) to keep usage and access authorizations assigned to Customer secret, to protect them against access by third parties and not to disclose them to unauthorized users. These data shall be protected by suitable and effective measures. Customer shall notify Provider without undue delay in case of any suspicion that unauthorized persons might have obtained knowledge of access data and/or passwords;

b) create the system requirements described in the user manual ;

c) comply with the restrictions/obligations with regard to the rights of use under Section 8 and to prosecute any violations of these obligations effectively and with the objective of preventing future violations;

d) obtain the necessary consent from affected persons to the extent personal data are collected, processed or used within the Application and no statutory or other permission applies;

e) check data and information for viruses and other malware prior to sending data and information to Provider and to implement anti-virus programs in

accordance with the state of the art; and

f) notify Provider of defects in contractual performances by email immediately (no later than on the following working day) after obtaining knowledge thereof.

13.2. Customer is not authorized:

a) to obtain access to non-public areas of the Application or to the technical systems on which the Application is based;

b) to utilize robots, spiders, scrapers or other similar data collection or extraction tools, to utilize programs, algorithms or methods to search, access, acquire, copy, or monitor the Application outside of the documented API endpoints;

c) to knowingly send Customer Data with viruses, worms, Trojans or other infected or harmful components, or to otherwise interfere in the proper functioning of the Application;

d) to test, scan, or examine the vulnerability of the Application, or

e) to intentionally utilize devices, software or routines which have a disruptive effect on the applications, functions or usability of the Application or willfully destroy other data, systems or communications, generate excessive load, or harmfully interfere, fraudulently intercept or capture.

14. Data Privacy

14.1. The Parties shall comply with the applicable provisions of data protection law and commit their employees engaged in connection with the contractual relationship and the execution thereof to data protection, except to the extent that they are already under a general obligation to act accordingly.

14.2. If Customer processes personal data, then Customer warrants that he is authorized to do so in accordance with applicable data protection regulations, and in the event of any infringement, Customer shall indemnify Provider from and against third party claims.

14.3. Provider shall only process Customer Data to the extent required to execute the Contract. Customer consents to the processing of such data to this extent.

14.4. Within the offered service, Provider acts as a processor in accordance with section 62 BDSG/ article 28 General Data Protection Regulation (GDPR) or corresponding law in India as may be applicable. The agreement for data processing shall apply and is available under Terms and Conditions (ETAS GmbH) under the following link www.etas.com/AGB-ETASGmbH and will be made available to Customer by Provider upon Customer`s request.

14.5. The obligations pursuant to Sections 14.1 to **Fehler! Verweisquelle konnte nicht gefunden werden.** shall continue to exist as long as personal data are in the area of influence of Provider, also after the termination date of the contract.

15. Changes to the Contract

15.1. Provider reserves the right to adapt these Terms and Conditions and paid Applications to changed technical or legal conditions, with regard to further developments or technical progress, whereby the basic functionalities of the Application have to remain, at any time, such adaptation also being effective with regard to existing contractual relationships.

15.2. Except for changes that cannot be deferred due to material impact on the safety and/or usability of the Application, Customer shall be notified of such changes no later than 30 calendar days before the planned effective date of the changes insofar as the adaptation involves a restriction in the usability of data generated to date or other not only insignificant disadvantages (e.g. adaptation expenses). If Customer does not object within 30 days of receipt of the notification and continues to use the Application after expiry of the period for objection, then the changes shall be deemed to have been effectively agreed as from the expiry date of the time limit. In the event of an objection, the contractual relationship shall be continued subject to the conditions applying hitherto. If an objection is raised, Provider is entitled to terminate the contractual relationship subject to a one (1) month' notice period. Customer shall be advised of its right to object and of the consequences in the change notification.

16. Confidentiality

16.1. The Parties shall observe the confidentiality of all information which is to be treated as confidential and obtained in the context of this contractual relationship. Information to be treated as confidential includes information explicitly marked as confidential by the Party communicating the information and information where the confidentiality thereof derives from the circumstances of its provision ("Confidential Information"). The Provider is entitled to disclose Confidential Information to its sub-contractors, who need to know this information in order to fulfil the purpose of the contract, provided that the sub-contractors are themselves bound by a corresponding confidentiality obligation. Furthermore, Confidential Information may only be disclosed to third parties - for whatever purpose - upon prior written consent of the other party.

16.2. The obligations under Section 16.1 shall not apply to such information or parts thereof for which the receiving Party proves that it

a) was known to the receiving Party or generally accessible prior to the date of receipt or became known from a third party after the date of receipt in a lawful manner and without any confidentiality obligation; or

b) was already known to the general public or was generally accessible prior to the date of receipt; or

c) became known to the general public or became generally accessible after the date of receipt without the receiving Party being responsible for this; or

d) has waived its right to confidentiality in respect of which the notifying Party has waived its right to confidentiality by means of a written declaration to the receiving Party.

16.3. The Parties shall only make public statements relating to their cooperation subject to their prior mutual agreement. Customer does not have the right to appear as the representative or commercial partner of Provider. Without the prior consent of Provider, Customer is not entitled to use information on envisaged or existing contractual cooperation for reference or marketing purposes.

16.4. Unless otherwise provided for in section 16.2, the obligations under Section 16.1 shall survive the termination of the contract for 5 years after the contract.

17. Liability

17.1. Provider is liable in accordance with the

statutory provisions

    a)   in the event of intent or gross negligence,

    b)   within the scope of a guarantee given by Provider, and

    c)   in the event of injury to life or limb or impairment to health of a person.

17.2. In the event of any property and financial damage caused negligently in any other way, Provider and persons engaged by it for the performance of its obligations shall be liable only in the event of a breach of a material contractual obligation, the amount being limited, however, to the damages foreseeable when the contract was entered into and typical of the type of contract; material contractual obligations are those obligations the performance of which is characteristic of the contract and which Customer may rely on (hereinafter referred to as "**Material Obligation**").

17.3. Strict liability ("liability without fault") for defects which already existed when the contract was concluded, is excluded.

17.4. Subject to Section 17.1 Provider shall not be liable for the loss of Customer Data if the damage is due to Customer's failing to back up data in accordance with Section 10.3 and thus to ensure that lost Customer Data can be recovered with reasonable effort.

17.5. The foregoing limitations of liability shall also apply in the event of fault by a person engaged by Provider in the performance of its obligations and to the personal liability of employees, representatives and corporate bodies of Provider.

17.6. As far as the Application is provided free of charge the Provider assumes no liability for damages resulting from the use of the Application, except in cases of gross negligence and/or intent.

18. Term, Termination

18.1. Except as otherwise agreed, the Contract is concluded for a period of one year. .

18.2. Should the Customer order additional or new services during the term of this Contract, this Contract shall end upon the conclusion of the new contract. The new contract will comprise the additional or new services as well as the services of the original Contract.

18.3. The Contract is automatically renewed for a further one-year period, unless it is terminated by either party with three

months' notice to the end of the Contract term. Termination of the contractual relationship simultaneously includes the termination on the next possible date of the Account.

18.4. In the case the Customer acts in breach of Contract, in particular in the case of default of payment, the Provider is entitled, without prejudice to the other contractual and legal rights of the customer, to withdraw from the Contract or to terminate the contract for the future after expiry of a reasonable period of grace.

18.5. The Provider is entitled to withdraw or terminate the Contract without granting a grace period if the Customer suspends his payments or if an application is made to open insolvency proceedings or comparable proceedings for the purpose of debt relief have been filed.

18.6. Without providing a grace period, Provider shall be entitled to withdraw from or terminate the Contract,

    a)   if an impairment of the Customer's financial situation occurs or is threatening to occur and if as a result thereof Customer's ability to fulfill its payment obligations toward Provider be at risk, or

    b)   the Customer should become insolvent.

18.7. Provider shall be entitled to withdraw from or terminate the Contract if the fulfillment of the Contract was no longer permissible due to legal and/or regulatory changes after the signature of the contract.

18.8. The rights mentioned in this Article 18 shall be in addition to any statutory right, which shall not be affected thereof.

19. Obligations upon and after Termination of the Contract

19.1. The Provider shall delete Customer Data from all Provider systems one month after termination of the contract, unless there are legal retention periods to the contrary. The Customer is obliged to export and save the Customer Data on his own responsibility in good time before termination of the contract or expiry of the aforementioned period. On request of the Customer and for a fee to be agreed separately, the Provider will support the Customer thereby.

20. Export Control and Customs

20.1. The Provider is entitled to refuse to fulfil its obligations under this contract insofar as the fulfilment is prohibited or impaired by foreign trade law, especially applicable national and international export control and customs regulations, including embargos and other sanctions, which is – in accordance with this law/these regulations – applicable to this Contract (hereinafter "foreign trade law").

20.2. In case of delay in the fulfilment of Provider`s obligations under this Contract caused by licensing requirements, authorization requirements or similar requirements or caused by other foreign trade law procedures (hereinafter "Authorization"), the time of performance for such obligations is extended/moved accordingly. Should an Authorization be denied or not granted within 12 months after filing the application, the Provider is entitled to rescind the contract to the extent the fulfilment of the obligation requires this Authorization.

20.3. The Provider will notify the Customer of the reasons for such refusal according to clause 20.1 or delay according to clause 20.2 without undue delay. Claims for damages based on prohibitions, impairments or delays in accordance with clauses 20.1 and 20.2 are excluded insofar as these were not intentionally or grossly negligent caused by the Provider.

20.4. The Customer shall provide any information and documents (required in particular for customs-cross-border and intra-community export / transport) necessary to abide by applicable foreign trade law or requested by authorities in that regard. Such obligation may especially include information on the end Customer/user, the destination and the intended end-use of the contractual items. The Provider is entitled to rescind the Contract if the Customer does not provide him with such information within a time period stipulated by the Provider.

20.5. The Customer shall indemnify and hold us harmless from and against any and all liability, claims, proceedings, actions, fines, losses, costs, expenses and damages arising out of, connected with or resulting from Customer's infringing (by act or omission) upon applicable foreign trade law. Such costs and expenses include but are not limited to investigation expenses, fines imposed by the authorities or fees for legal advice sought because of the infringement.

20.6. When passing on the contractual items delivered by the Provider to a third party, the Customer shall comply with applicable foreign trade law (in particular of national and international (re-)export control law).

20.7. The Application is provided in electronic manner only and therefore not subject to Customs.

20.8. The Customer shall neither directly nor indirectly use Provider`s deliveries for the development, production or proliferation of nuclear, chemical or biological weapons, other war weapons or missile technology for military purpose. Moreover, the Customer shall not pass on Provider`s deliveries to a third party for any such purpose. The Provider is entitled to rescind the contract without any notice if the Customer violates this obligation. Clause 20.5 applies accordingly.

20.9. The Application is provided in electronic manner only and therefore not subject to Customs.

21. Miscellaneous

21.1. The contractual relationships between the Parties shall be governed by the laws of India. Application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

21.2. Legally relevant statements and notices to be delivered to Provider by Customer after conclusion of the Contract (e.g. setting of time limits, notification of defects, and declaration of rescission or price reduction) must be made in text form in order to be effective.

21.3. Should any provision of these Terms and Conditions be or become invalid or unenforceable, this shall, however, not affect the remaining provisions.

21.4. The courts of Bangalore, India shall have exclusive jurisdiction and venue.

* * *