

SERVICE DESCRIPTION FOR VDO FLEET ONLINE (ANNEX B)

1. SUBJECT MATTER

The following provisions specify the services provided by CONTINENTAL under this Agreement regarding VDO Fleet Online, including maintenance and Troubleshooting Support. Support details can be found at the URL: www.my.vdo.com.

2. DESCRIPTION OF THE SERVICES AND THE HARDWARE

The CUSTOMER can order the following (specific) Services and/or Packages available within VDO Fleet Online from CONTINENTAL.

2.1 VDO FLEET TACHOGRAPH MANAGEMENT

VDO Fleet Data Management provides Services to analyze and archive driver maps and mass storage data of digital tachographs in order to record and to document driving and rest periods as well as further information to fulfill mandatory legal requirements to which the Customer is subject; additional national specifics and/or requirements, e.g. at the Customer's place of business, which are relevant for the provision of the services may be specified by the Parties either in the Order Form and/or in the Specific Country Terms.

The following Service-Package for VDO Fleet is available: (Status July 2024)

<u>Tachograph Management</u>	TACHOGRAPH MANAGEMENT UK SMART VEHICLE FEE (INCLUDES VDO FLEET
<u>UK Smart Vehicle Fee:</u>	ADMIN AND SERVICES SUCH AS F. EX. DATA ADMINISTRATION, LEGAL
	ARCHIVE, WORKING TIMES, INFRINGEMENTS, ALERTS AND REMINDERS)

VDO FLEET ONLINE Packages comprises VDO FLEET ADMIN: CONTINENTAL manages the access of the CUSTOMER and the users to Tachograph Management UK Smart Vehicle Fee via VDO Fleet Admin. VDO Fleet Admin calculates the CUSTOMER's usage of the VDO Fleet Service. This calculation is used as reference to bill the CUSTOMER. VDO Fleet Admin maintains essential data about the CUSTOMER and users to undertake the management and billing functions.

This service is standard and available for every package / account in the back end, it is not an additional service.

3. PROVISION OF HARDWARE

Upon request and subject to a separate agreement, CONTINENTAL will provide the CUSTOMER with the hardware required for its vehicle fleet (e. g. on-board units) by way of purchase or rental.

4. DATA COMMUNICATION WITH THE CUSTOMER

The data transfer between the CUSTOMER (via a client or browser solution) and the respective data center (server) will be conducted by using encrypted connections (e.g., SSL). All data will be encrypted using state of the art encryption measures during the transfer to and/or from the database server.

5. DATA REQUIRED FOR THE PROVISION OF THE SERVICES

In order to provide the aforementioned Services, the following master data of the CUSTOMER is processed via VDO Fleet:

- Access data of the CUSTOMER and its users with all services and roles,
- Driver data,
- Vehicle data,
- Branches.

In addition to the master data, the following additional data can be processed in VDO Fleet, depending on the respective VDO Fleet Service ordered by the CUSTOMER (see also Appendix 1 of the Data Processing Agreement – DPA):



- Driver activities and vehicle deployment profiles, including driving times and rest times in accordance with Attachment 1B of the Regulation (EU) No. 561/2006, Regulation (EU) No. 2020/1054, Regulation (EC) No. 1360/2002, Regulation No. 165/2014 and Implementing Regulation (EU) No. 2016/799.,
- Use of the service by the users,
- Download data of the driver card and vehicle unit,
- Conduct of vehicle checks by drivers,
- Received / sent messages,
- Position data (geo or GPS data) transferred by Smartphone or DTCO
- Vehicle data that is transferred automatically and/or entered manually by the driver.

6. IMPORTANT NOTICE REGARDING THE INTERPRETATION OF DRIVING DATA

Please note: The interpretation of driving times and rest periods by the national supervisory authorities is based on Regulation (EC) 561/2006 (Driving and Rest Period Regulation), which grants the national authorities a certain degree of discretion and interpretation space. Therefore, depending on the respective country and according to the individual case, the interpretation made by VDO Fleet based on Regulation (EC) 561/2006 may differ from the interpretation made by the competent authority. Different interpretations like this are outside the control of the service provider and its distribution system. Therefore, neither the service provider CONTINENTAL nor its distribution system can be held liable for any fines imposed by the authorities in this connection.

7. DATA STORAGE DURATION

Data for analysis purposes will remain stored in the VDO Fleet System for twelve (12) months. However, archive data will be stored for 24 months at the maximum. A change or extension of this period can be agreed separately. Data will only be deleted after informing the CUSTOMER in advance; Section 13 of the T&C's shall apply accordingly.

8. AVAILABILITY OF VDO FLEET SERVICES

8.1 AVAILABILITY OF THE VDO FLEET-APPLICATION / APPLICATION SERVICE PROVIDING

The Services provided within the framework of the VDO Fleet Service as Application Service Providing are normally available for use from Monday to Sunday 00.00 - 24.00 hours. CONTINENTAL warrants an availability of 95% per month.

a) CALCULATION OF AVAILABILITY

The availability per month will be calculated as follows:

$$\frac{\text{Total duration of operations per month in min} - \text{downtime per month in min}}{\text{Total duration of operations per month in min}}$$

b) DOWNTIMES

Downtime means the time required to restore the system to a state in which the CUSTOMER is able to use it again in full compliance with the contractual requirements; Downtime is measured from the time a non-performance is reported (whether it concerns the system as a whole or only individual parts of the system). The Downtime begins with the commencement of a non-performance, at the latest, however, with the receipt of a respective notice at CONTINENTAL by fax, e-mail or telephone.

With regard to the measuring of Downtimes as defined above, please note that time periods, in which VDO Fleet Service are not available due to planned maintenance, modifications or new constructions of the System and/or in which the use of the VDO Fleet Service are interrupted due to technical or other problems that are beyond the control of CONTINENTAL (force majeure, fault of third parties, etc.), shall not be taken into account

c) MAINTENANCE

Regular maintenance work will be conducted on an as-needed basis; planned maintenance work which results

in a non-availability of the VDO Fleet Services (e.g. installation of security updates, hardware conversion work, new software releases or patches) will be announced in advance with at least two (2) days' notice via the VDO Fleet login mask. Maintenance work announced in due time shall not be deemed as Downtime; maintenance work not announced in due time shall be deemed as Downtime (see also section 8.1 lit. a) above).

8.2 AVAILABILITY OF MOBILE NETWORK CONNECTIONS

When using a service that includes data transmissions via mobile network connections, CONTINENTAL will make all reasonable efforts to make the mobile network connection available to the CUSTOMER, provided that CONTINENTAL is obliged to render such services. However, due to the limitations of radio and electronic communication because of geographical, atmospheric and/or other conditions or circumstances, a specific availability for mobile networks connections cannot be warranted.

9. BACK UP AND RECOVERY POLICY

CONTINENTAL maintains a central backup and recovery policy including redundant backup systems to ensure that CUSTOMER's data is backed up on a regular basis and that the last backup status can be restored at any time.

10. MAINTENANCE, UPGRADES / UPDATES

10.1 CONTINENTAL's obligations to maintain the VDO Fleet Service as stipulated in Section 7.1 of VDO Fleet T&C'S (hereinafter also referred to as "Maintenance Services") shall include the provision of the latest release versions of VDO Fleet Service via Application Service Providing Services, including minor functional improvements and updates of the User documentation.

10.2 However, CONTINENTAL's contractual Maintenance Services do not include the following:

- a) Maintenance Services which are required due to the use of software on inappropriate and/or incompatible hardware and/or operating systems;
- b) Maintenance Services with regard to third-party software, including software made available to the CUSTOMER by CONTINENTAL for using under the terms of the contract and/or third-party software that interoperates with the VDO Fleet-Software.

10.3 Maintenance Services will be provided only with regard to the most recent version of the software and the immediately previous version.

11. TROUBLESHOOTING SUPPORT, RECOVERING SERVICES

11.1 The Troubleshooting Support serves to maintain the operational availability of the software and to eliminate malfunctions and errors in the VDO Fleet Service, although interruptions of the operational availability cannot be completely excluded.

11.2 Malfunction and/or error means that the VDO Fleet Service do not fulfill the functions set forth in the Service Descriptions, deliver false results, there are uncontrolled stops (e.g. runtime errors) and/or the Services do not work properly otherwise, with the result that the use of the Services is adversely affected; however, whether warranty and/or defect claims exist is subject to Section 14 of the VDO Fleet-T&C's only.

11.3 The CUSTOMER is obliged to report malfunctions only via the Troubleshooting Hotline made available by CONTINENTAL. The CUSTOMER shall provide CONTINENTAL with a short description of the malfunction and shall simultaneously indicate the contact persons responsible at the CUSTOMER's premises including their contact details (in particular e-mail, telephone). The CUSTOMER shall ensure that the contact persons are available during the duration of the malfunction, at least during the CUSTOMER's regular business hours.

11.4 CONTINENTAL will generally provide Troubleshooting Support by telephone or electronic communication. In exceptional cases, CONTINENTAL will send qualified employees or subcontractors to the CUSTOMER's premises

to remedy malfunctions.

- a) In case of malfunctions reported via telephone, CONTINENTAL is available to the CUSTOMER – i. e. to specified contact persons to be appointed in advance by the CUSTOMER on working days from 8:00 a. m. to 5:00 p. m.
- b) Malfunctions reported in text form (letter, e-mail) will be processed without undue delay during the usual business hours of CONTINENTAL (8:00 a. m. – 5:00 p.m.). To the extent possible, Troubleshooting Support will be provided by telephone in order to resolve the malfunction as quickly as possible. For a quick troubleshooting, the CUSTOMER is requested to provide the name and phone extension of the responsible contact person with the malfunction report.
- c) Malfunctions which do not or only insignificantly affect the usage of the software will be remedied within the context of a new release of the software in accordance with Section 7 of the VDO Fleet-T&C's.

11.5 The following Services are not part of the Troubleshooting Support to be provided by CONTINENTAL:

- a) Troubleshooting for services / software which are not used on hardware and/or operating systems set forth in the system requirements;
- b) Troubleshooting in case of malfunctions which are caused or may be caused by the system environment of the CUSTOMER;
- c) Troubleshooting for malfunctions which are caused by an unauthorized access and/or unauthorized alteration of the program code of the software by the CUSTOMER;
- d) Troubleshooting for third-party computer programs, including those that CONTINENTAL has made available to the CUSTOMER for use within the scope of the contract and/or that interoperate with the VDO Fleet-Software;
- e) Troubleshooting which becomes necessary due to grossly negligent or intentional misconduct of the CUSTOMER or its employees or persons associated with it.
- f) Support services that contain a new programming of software modules, which are not necessary or not useful from a programming point of view to remedy malfunctions.

11.6 Any Troubleshooting Support will be provided only with regard to the most recent and the immediately preceding delivered software status.

11.7 Restrictions and/or malfunctions for which CONTINENTAL is not responsible, e.g. restrictions or malfunctions in the networks of other service or telecommunication providers (which are outside the network facilities and/or responsibility of CONTINENTAL) as well as restrictions and/or malfunctions that are based on CUSTOMER's misuse of system capacities (e.g. non-contractual usage by the customer), do not constitute malfunctions to be remedied by CONTINENTAL in the meaning of this Section 11.

12. CUSTOMER'S SUPPORT OBLIGATIONS

The CUSTOMER is obliged to support CONTINENTAL by providing it, in particular, with work rooms, hardware, computer programs, access to data and/or to telecommunication facilities or alike. The CUSTOMER shall grant CONTINENTAL access to its hardware including computer programs, if necessary, directly or by a remote access. If the respective service and/or technical access is not possible or only possible under difficult conditions due to reasons for which the CUSTOMER is responsible, the CUSTOMER shall reimburse to CONTINENTAL all additional costs arising from such circumstances.

13. INVOLVEMENT OF SUBCONTRACTOR

CONTINENTAL is allowed to involve subcontractors to provide maintenance and/or troubleshooting services to the CUSTOMER.