

## **Processing of vehicle data**

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1. For purposes of product improvement, workplace safety and optimised maintenance of vehicles, we obtain a variety of data during vehicle operation which may concern, among others, the position, the driving profile, the performance of the respective vehicle, as well as potential defects and usage errors.

These data are stored, prepared and statistically evaluated on secured servers in Germany.

We may use these data for our own purposes and for our customers and, in an anonymised form, provide them to third parties (e.g. our suppliers). We only provide our customers with the statistically evaluated data concerning the vehicles from their respective company group.

The statistical evaluations provide to third parties do not contain any customer names or references to specific vehicles.

2. We reserve the right to use the aforementioned data for purposes of our warranty obligations, such as to be able to identify usage errors.

3. The ordering party may purchase access to our web-based software. The ordering party must pay the agreed fee for this, thereby obtaining the usage right for a specific period of time. Web access allows the ordering party to view and download, store, and provide to third parties the data concerning their vehicles and the package they purchased.

If we grant the ordering party access to a free demo version for a limited period of time, the payment obligation applies in the event that the ordering party does not cancel the contract within a 30-day period. During the free use period we are only liable for deliberate conduct and gross negligence. If the ordering party continues their use of the software after the free test period, they thereby indicate their consent to the scope of functions of the solution that we provide.

Based on the data provided, the ordering party can ascertain how their vehicles were used (performance measurement), the technical condition of their vehicles, and whether there are any usage errors (e.g. whether safety technology is deactivated). For purposes of the maintenance services the ordering party also obtains information concerning necessary inspections concerning their vehicles, as well as an extension of the warranty for tank structures up to a total of 5 years.

4. We guarantee [99%] average annual availability of the web portal. This excludes announced maintenance periods.

Please note that the transmission of vehicle data may be delayed or not occur due to circumstances outside of our control. For example, this applies in the event of disruptions in the communication networks.

The data are compiled by sensors on the vehicle and transmitted to our servers. The quality of the data thus depends on numerous factors outside of our control. We are not obligated to inspect the quality of the data. We are generally unable to conduct quality inspections if we have no knowledge of the use of the respective vehicle.

5. We reserve the right to further develop the solution that we provide. Should the ordering party be unable to adhere to the contract due to changes, the ordering party is authorised to cancel the contract before the end of the agreed cancellation period. The ordering party has no further claims.
6. Please note that the data that we provide serve only to assist the ordering party, and that their care and liability regulations remain thereby unaffected.
7. We are unable to identify the driver of a specific vehicle on the basis of the data that we obtain. Please note that the ordering party is responsible for protecting the personal data of their employees (e.g. drivers) and the ordering party must adhere to the legal regulations.