

TRUCKCONNECT
Terms and Conditions
31 May 2024

IMPORTANT – READ CAREFULLY. This is a legal contract between you and Daimler Truck Australia Pacific Pty Ltd ABN 86 618 413 282 of Level 4, 631 Springvale Road, Mulgrave, Victoria, 3170, Australia (“DTAuP”) and governs your use of the Services. If you are unable or unwilling to comply with any of these terms, you must immediately discontinue using the Services, including the Portal, and contact DTAuP. This contract is between you and DTAuP only. No third party – including but not limited to dealers – has the authority to change or supplement this contract.

DTAuP is pleased to provide to the vehicle owner (“you” or “Customer”) certain services and information relating to your qualifying vehicles on which a qualifying telematics device (“Device”) is installed as part of the original equipment and is operating properly (collectively, “Services”) in accordance with these terms and conditions (“Terms”). The Services are currently provided in the internet web sites located at <https://www.truckconnect.net/> (“Portal”), operated by the vehicle manufacturer (“Manufacturer”). DTAuP or its related entities may change the web site address of the Portal from time to time. DTAuP may offer additional Services in the future, and these Terms will apply to those additional Services unless you are informed otherwise. Your Services will be made available to you on the Portal. These Terms are valid and in full effect from the earlier of the date (a) the Terms are accepted by You or (b) the vehicle is purchased from the dealer.

PLEASE READ THESE TERMS CAREFULLY. THEY CONTAIN IMPORTANT PROVISIONS GOVERNING THE PORTAL, THE SERVICES, DTAUP’S OBLIGATIONS, AND YOUR OBLIGATIONS. YOU MUST AGREE TO THESE TERMS TO BE ENTITLED TO RECEIVE THE SERVICES. IF YOU AGREE TO THESE TERMS, THESE TERMS AND ALL SUBSEQUENT AMENDMENTS WILL APPLY TO ALL SERVICES YOU RECEIVE WITH RESPECT TO ALL VEHICLES YOU CURRENTLY OWN RECEIVING SERVICES AND ALL VEHICLES RECEIVING SERVICES YOU PURCHASE SUBSEQUENTLY. IF YOU ARE RENEWING YOUR SUBSCRIPTION WITH DTAUP, YOU MUST AGREE TO THESE TERMS AND ALL EXISTING AMENDMENTS TO CONTINUE RECEIVING THE SERVICES AFTER YOUR CURRENT SUBSCRIPTION EXPIRES. YOUR ACCEPTANCE OF THESE TERMS WILL CONSTITUTE YOUR AGREEMENT TO THESE TERMS.

IN ORDER TO PROVIDE THE SERVICES TO YOU, DTAUP, THE MANUFACTURER AND/OR THEIR SERVICE PROVIDERS MUST COLLECT, STORE, USE AND OTHERWISE PROCESS DATA REGARDING YOUR VEHICLE TRANSMITTED FROM THE DEVICE. DTAUP, THE MANUFACTURER AND/OR THEIR SERVICE PROVIDERS ALSO COLLECT, STORE, USE AND OTHERWISE PROCESS SUCH DATA TO ASSIST DTAUP AND/OR THE MANUFACTURER IN IMPROVING THE SERVICES, VEHICLES OR DEVICES; DEVELOPING NEW SERVICES OR PRODUCTS; IMPROVING VEHICLE PERFORMANCE, RELIABILITY AND SAFETY; PROVIDING MORE TARGETED MARKETING; OR OTHER PURPOSES THAT ARE PERMITTED BY LAW. BY SIGNING THE AGREEMENT WHICH HAS REFERENCED THESE TERMS, YOU ARE AGREEING TO DTAUP, THE MANUFACTURER AND/OR THEIR SERVICE PROVIDERS COLLECTION, STORAGE, USE AND OTHER PROCESSING OF THE DATA DESCRIBED HEREIN. IF YOU WOULD LIKE TO CANCEL THE SERVICES AND THEREBY THE SERVICE PROVIDERS’ RIGHTS TO COLLECT AND STORE SUCH DATA, YOU MAY DO SO BY CONTACTING DTAUP AT DTBPRIVACYOFFICER@DAIMLERTRUCK.COM.

THE PORTAL AND THE SERVICES ARE PROVIDED “AS IS”. DTAUP, THE MANUFACTURER, AND THE SERVICE PROVIDERS DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS

FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, REGARDING ANY SUCH CONTENT AND YOUR ABILITY OR INABILITY TO USE THE PORTAL AND THE SERVICES. DTAUP FURTHER DISCLAIMS ANY WARRANTY WHICH MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. FOR THE SAKE OF CLARITY, THIS CLAUSE DOES NOT RESTRICT ANY WARRANTIES TO WHICH YOU ARE ENTITLED TO UNDER CONSUMER LEGISLATION.

1. **Eligibility.** To be eligible to receive particular Services, you must make required payments and must agree to, and must comply with, these Terms and the applicable Services descriptions at the Portal. DTAuP may maintain separate Services descriptions for different Services it offers currently and in the future. Each Services description will identify a method for you to register for the particular Service. DTAuP may establish from time to time a process for a lessee of a qualifying vehicle to register for and to receive the Services with respect to that vehicle. DTAuP reserves the right to require the lessee to obtain and have the owner of the vehicle deliver to DTAuP such owner's written consent to such registration for and receipt of Services. If DTAuP agrees to provide Services to a vehicle lessee, the terms "you" and "yours" in these Terms will also refer to such lessee.

2. **Rights to and Use of Data and Information**

a. **Data.** You acknowledge and agree that DTAuP, the Manufacturer, and their service providers (including their affiliates acting in this capacity) ("Service Providers") will collect through the Device information relating to the vehicle and operation of the vehicle, including without limitation, information relating to vehicle performance, vehicle environment, driver performance, safety system performance, vehicle health and diagnostic information, vehicle location, and travel history (collectively, "Data"). The Data may include or relate to, among other things, fuel consumption, GPS or other location information, speed, gear state, emission systems, braking, accelerating and decelerating, powertrain interaction, vehicle position (in near real time), radar systems, automated braking, lane departure, engine faults, and service information. Selected Data will be made available to you as part of the Services as more particularly described in the Services descriptions at the Portal.

b. *Your Obligations With Respect to Data and Personal Information.*

- i. You acknowledge that certain Data made available to you in connection with the Services or data that you collect in connection with the Services may constitute personal information (or equivalent terms) under applicable privacy laws, such as information that identifies, relates to, describes, is reasonably capable of being identifiable to or associated with, or could reasonably be linked, directly or indirectly, with a particular driver or other individual ("Personal Information").
- ii. You agree to comply with all applicable privacy laws, including without limitation all applicable surveillance/monitoring or workplace privacy laws, in respect of the collection, use, storage, disclosure, sharing, or other processing (collectively, "Processing") of Personal Information in connection with your use of the Services, including with respect to drivers or occupants of vehicles to which Services are being provided ("Drivers"). Without limiting the generality of the foregoing, you shall (A) ensure that Drivers are appropriately notified of the collection and other Processing of their Personal Information in connections with your use of the Services, including without limitation, the purposes for which their Personal Information may be Processed, (B) comply with any requirement to obtain their consent to the Processing, and (C) provide all privacy rights required by applicable law, including any applicable opt-out rights.

For the avoidance of doubt, you must not permit any person to drive your qualifying vehicles on which a Device is installed without first having provided to that person notice of the Device and the collection and other Processing of their Personal Information and having obtained

- that person's consent in accordance with applicable privacy and other laws. A privacy notice will be available on a sticker affixed to the Vehicle and is applicable to any Driver of the Vehicle, and should not be removed from the Vehicle.
- iii. DTAUP may restrict or cancel, at its sole discretion, your Services under these Terms if there is a reasonable suspicion of abuse or fraudulent use.
- c. *How DTAuP and the Manufacturer May Use, Share and Retain Data and Other Information.* You acknowledge and agree as follows: DTAuP, the Manufacturer and their Service Providers may use all Data and other information that you provide or that they otherwise collect in connection with the Services (including Personal Information) (i) to provide the Services to you, (ii) to manage your account, (iii) to comply with applicable law, (iv) for product research, analysis, development and quality management purposes; (v) to improve existing telematics-based applications and services and to develop new ones, (vi) to identify and analyze problems with the connected vehicle and to provide maintenance and safety related information; (viii) to provide services requested by you (including, but not limited to, connectivity services that use the vehicle data, such as online vehicle monitoring, tachographs, truck routing, charging station search, current traffic conditions, and driver operation information); (ix) to monitor the performance of the connected vehicle; (x) to check the quality of the connected vehicle; (xi) to provide, analyze, develop, and improve the Manufacturer's products and services; (xii) to develop and improve new products and services; (xiii) to support service and maintenance of the connected vehicle; (xiv) to provide emergency response services; (xv) to confirm and verify warranty and vehicle damage claims; (xvi) to analyze data and conduct research to improve and expand the Manufacturer's business activities; (xvii) to prepare and perform software updates on the connected vehicle; (xviii) to report and/or provide data to government authorities or agencies, and (xvii) for any other purpose permitted by applicable law; provided that such Processing is in accordance with applicable law. Service Providers include wireless service providers and remote diagnostic companies. You agree that all Data and other information that you provide may be Processed by Service Providers to provide the Services to you and for all other purposes described in these Terms. Notwithstanding the foregoing, DTAUP, the Manufacturer, and their Service Providers shall have no obligation to collect Data for any of the purposes set forth in (i)-(xvii) and no liability shall accrue as a result of DTAUP's, the Manufacturer's, or their Service Providers' failure to collect Data for any of those purposes.
- i. *Third Party Providers of Telematics Services.* You agree that DTAuP may provide the Data to each third party provider of telematics services to which you have subscribed pursuant to the terms and conditions of your agreement with that third party services provider.
 - ii. *Your Dealer or Distributor.* DTAuP and its Service Providers may share Data and other information that you provided to them (excluding your credit card information) with DTAuP dealers, and other persons and entities to assist them in servicing your vehicle.
 - iii. *Applicable Law and Law Enforcement.* DTAuP and the Manufacturer may disclose Data and other information that you provide as permitted or required by subpoena, court order, applicable law or government request. Data may also be disclosed to enforce these Terms and any other applicable terms and policies of DTAuP or the Manufacturer, including investigations of potential violations, to detect, investigate, prevent and address fraud or other illegal activity or security or technical issues or to protect the rights, property or safety of DTAuP, the Manufacturer or others.
 - iv. *Retention.* DTAuP shall have no obligation to retain Data for a period of time longer than the period of time DTAuP needs the Data to perform the Services. DTAuP and those to whom it discloses any Data or other information, including the Manufacturer, Service Providers and Suppliers, may retain and Process Data and other information, including all fault codes, event codes, and other proprietary information of DTAuP and the Manufacturer, and all aggregated data and information as required or permitted by applicable law.
- d. *How DTAuP May Share Vehicle Location Information.* Where an authorized dealer or reseller of DTAuP has leased a vehicle to you, or financed your purchase of a vehicle, and a Device has been

installed on that vehicle and you have consented to the installation and use of that Device, DTAuP may disclose to such authorized dealer or reseller location information regarding your vehicle for the purposes of assisting such authorized dealer or reseller in protecting its interests in the vehicle, determining the location of the vehicle, and exercising its legal rights relating to the vehicle, including repossessing the vehicle.

- e. *How DTAuP May Use and Share Aggregated Data.* DTAuP, the Manufacturer and/or their Service Providers may combine Data and other information obtained from you with data and other information obtained from others to create aggregated data and derivatives thereof that do not identify you and that is not linked or reasonably linkable to an individual or household, including via a device (collectively, "Aggregated Data"), indefinitely and for any purpose permitted by applicable law, including sharing Aggregated Data with third parties for any purpose permitted by applicable law. You will not have any rights in any Aggregated Data or any proceeds thereof. DTAuP and the Manufacturer shall not have any obligation to provide any Aggregated Data to you or to compensate you for any use or disclosure of any Aggregated Data.
- f. *Fault Codes and Event Codes.* You acknowledge that the Device may communicate fault codes and event codes when the vehicle experiences a particular event. You agree that you have no proprietary or exclusive rights in or to any such fault codes or event codes.
- g. *Data May be Processed Outside of Your Country.* You acknowledge that the Manufacturer and some Service Providers may be located outside of your country of residence and that some Data and other information you provide to DTAuP, the Manufacturer or their Service Providers may be transferred to or Processed outside of the country where it was collected or provided by you, including but not limited to Japan and Germany. You acknowledge that the governments, courts, law enforcement agencies, or regulatory agencies of such countries may be able to obtain disclosure of Data and other information you provide through a lawful order entered in the country where the information is located. It is your responsibility to comply with any applicable privacy laws that require you to notify or to obtain consent from your data subjects in order to permit the transmission and Processing of their personal information outside of their country of residence.
- h. *Sale, Transfer, Loss or Theft of Vehicle.* If you sell or otherwise transfer (voluntarily or by virtue of a contract or applicable law) to another person or entity a vehicle with respect to which you are receiving or have received any Services, or the vehicle is destroyed or subject to theft (i) you will immediately notify DTAuP in writing of the VIN number of the vehicle and the effective date of the transfer, destruction and/or theft, and (ii) you agree that DTAuP will no longer be required to, and will cease to, provide any Services to you with respect to such vehicle. You shall also be responsible for notifying any transferee of the cessation of the Services attached to the vehicle. For the avoidance of doubt, in the event that you fail to timely notify DTAuP of a change in ownership or theft of a vehicle receiving Services, resulting in the collection or other Processing of Data by DTAuP, the Manufacturer and/or their Service Providers from the new owner or possessor of the vehicle without proper authorizations, you agree to indemnify DTAuP, the Manufacturer and their Service Providers for any resulting liabilities.
- i. *Installation, Maintenance, and Removal.* Installation, maintenance, and removal of the Device requires technical expertise, additional equipment, and/or modifications to your vehicle. Attempting to install, maintain, or remove the Device without adequate knowledge of the Device, or adequate knowledge of proper installation, configuration, servicing, repair, or removal procedures, may result in damage to the Device or your vehicle, which may cause malfunctions of vehicle controls or vehicular environmental systems and result in personal injury. You understand that any such activities not performed by an authorized reseller or installer will be at your sole risk, and DTAuP, the Manufacturer, and their Service Providers shall have no liability to you relating to your installation, maintenance, or removal of the Device without the assistance of an authorized installer.

3. **Access to Services and Portal.** You acknowledge and agree that the Portal is operated by the Manufacturer and that your use of the Portal and use of the Portal by your authorized users is at all times subject to the Manufacturer's Terms of Use at <https://www.truckconnect.net/8edd4005fb8bbe9c96c4.pdf>. DTAuP will use reasonable efforts to provide you access to the Services and the Portal with minimal interruptions, but neither DTAuP nor the Manufacturer can guarantee that you will have access to the Services or the Portal at all times, as interruptions to Services or the Portal can occur for any number of reasons. Neither DTAuP, nor the Manufacturer, nor their Service Providers shall be liable to you for any such interruptions to the Services or the Portal. There will be times when the Portal or the Services will be unavailable due to maintenance or other events, and in those circumstances, DTAuP may be unable to communicate with you. The Device on your vehicle may not be able to transmit information from all locations in Australia. You must provide your own computer, web browser, and internet connection.
4. **Restrictions on Your Use of the Portal.** You agree you will not modify, alter, reverse engineer, decompile or otherwise translate the Portal or any software code comprising the Portal. You agree that you will not provide to any other person or entity access to the Portal, except as authorized by and in accordance with these Terms. You agree that you will not sell, distribute, loan, assign, or sublicense to any person or entity any content at the Portal, your rights and obligations under these Terms or any Services description, or the login information you use to access the Portal.
5. **Username and Password.** If DTAuP and/or its Service Providers provides Services through the Portal, you will need to select a user name and confidential password to receive those Services. Do not share your user name or password with any other person or entity. If you do, you will be in breach of these Terms and that person or entity will be able to view your information at the Portal, including the information you receive as a result of the Services. You are responsible for all uses of the Portal by any person using your login credentials. If at any time you believe the password of any of your users has been compromised, you must immediately notify DTAuP and change the user's password to a new confidential password by following the procedures described at the Portal. DTAuP, the Manufacturer and/or their Service Providers reserve the right to take any and all action, as they deem necessary or reasonable, to ensure the security of the Portal, including changing your passwords or suspending any of your users' access to the Portal. Notwithstanding the foregoing, DTAuP or the Manufacturer may rely on the authority of anyone using your users' passwords, and in no event will DTAuP or the Manufacturer be held liable to you or any of your users for any liabilities or damages resulting from or arising out of: (a) any action or inaction of DTAuP or the Manufacturer under this provision; (b) any compromise of the confidentiality of your account or your users' passwords; or (c) any unauthorized access to your users' accounts or use of your users' passwords.
6. **Security.** DTAuP will use reasonable data security systems, practices and procedures designed to protect your Data and other information you provide from unauthorized use, access, disclosure, acquisition, distribution, loss or alteration. However, no security system is perfect. Neither DTAuP nor its Service Providers can guarantee that your Data and other information that DTAuP and/or its Service Providers maintains or that you access over the internet will not be hacked, intercepted or altered. DTAuP employs physical, administrative and technological safeguards to protect your Data and other information and requires its Service Providers to do the same. The Services are provided through third party networks, and communications may be intercepted by others. You agree that, to the fullest extent permitted by law, neither DTAuP nor the Manufacturer will be responsible or liable for claims or damages for any breach of confidentiality or privacy or corruption of any data or information arising as a result of such third party networks or interceptions and that any Data or other information that you share with DTAuP is at your own risk. You shall inform DTAuP promptly in the event that you detect a use of the Services contrary to the Terms of Use or an inadmissible influence on the network or as a result of the access by third parties.

7. **Rights in Services and Portal.** The Services, Portal and all images, photographs, animations, software, videos, audio, music, applets, text, records, reports, documents, and other materials displayed on or incorporated into the Portal are protected by copyright and other intellectual property laws. DTAuP and its licensors own or have permission to use all relevant rights, title and interests in and to the Portal.
8. **Compliance; Taxes.** You and your affiliates and your respective employees, consultants and agents will comply with all laws, rules and regulations relating to the Services, the Data, or the Portal. You are responsible for and shall pay all sales, use and other excise taxes, including, but not limited to, any VAT, imposed on the Services. If DTAuP is required to pay any such taxes, you shall reimburse DTAuP promptly after it tenders its invoice for such taxes.
9. **Confidential Information.** The Services, the Portal, and all images, photographs, animations, software, videos, audio, music, applets, text, documents, records, reports, and other materials displayed on or incorporated into the Services or the Portal, other than those Services descriptions and web pages DTAuP makes available to the general public, will be deemed "Confidential Information". You will keep all Confidential Information strictly confidential. You will prevent any unauthorized access to or use of the Confidential Information. If you receive any legal notice requesting that you disclose any Confidential Information, you will immediately notify DTAuP in writing of the notice and will cooperate fully with DTAuP in objecting to any such request.
10. **Links.** The Portal may contain links to third-party websites or resources. You agree that neither DTAuP, nor the Manufacturer, nor their Service Providers are responsible or liable for: (a) the availability or accuracy of such websites or resources; or (b) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by DTAuP, the Manufacturer, or their Service Providers of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge you have sole responsibility for, and you assume all risk arising from, your access, use and reliance upon the content or services available from any such websites or resources.
11. **Responsibility.** YOU ARE SOLELY RESPONSIBLE FOR INSPECTING YOUR VEHICLE REGULARLY, DETERMINING WHEN AND HOW TO SERVICE YOUR VEHICLE, AND DETERMINING WHETHER AND HOW TO USE ANY INFORMATION OR RECOMMENDATIONS YOU RECEIVE THROUGH THE SERVICES. NEITHER DTAUP, NOR THE MANUFACTURER, NOR THEIR SERVICE PROVIDERS ASSUMES ANY RESPONSIBILITY FOR THE MAINTENANCE OF YOUR VEHICLE OR THE SAFETY OF YOU OR OTHERS BY PROVIDING THE SERVICES. YOU ARE ALSO RESPONSIBLE FOR INSPECTING THE DEVICE AND EQUIPMENT REGULARLY AND ENSURING IT IS OPERATING PROPERLY. YOU WILL NOT ALTER, MODIFY OR TAMPER OR OTHERWISE USE THE DEVICE OR EQUIPMENT, OR PERMIT ANY OTHER PERSON, UNLESS AUTHORISED BY DTAUP IN WRITING, TO DO SO. YOU ARE RESPONSIBLE FOR CAREFULLY REVIEWING THE TERMS AND ANY NOTICES PROVIDED BY DTAUP, THE MANUFACTURER, OR THEIR SERVICE PROVIDERS ON THE PORTAL OR OTHERWISE, AND RESPONDING APPROPRIATELY. YOU ARE RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE SERVICES AND THE PORTAL (INCLUDING THE COLLECTION AND OTHER PROCESSING OF PERSONAL INFORMATION IN CONNECTION WITH YOUR USE OF THE SERVICES AND THE PORTAL) IS PERMITTED UNDER THE LAWS AND REGULATIONS APPLICABLE TO YOU AND YOUR BUSINESS, INCLUDING WITHOUT LIMITATION, EMPLOYMENT/LABOR LAWS AND DATA PRIVACY LAWS. You are obligated to report the following to DTAUP in writing without undue delay: damage to the vehicle which affects the Services, the loss, theft or return of the vehicle, any illegal activity noticed on the network related to the Services or the Portal (including, but not limited to, unauthorized access by a third party), the loss or theft of the eSIM card, as well as defects in the vehicle equipment required for the provision of the Services or the Portal, in the Services or the Portal themselves or any defects in the eSIM card.

12. **Disclaimers.** EXCEPT AS EXPRESSLY STATED IN THESE TERMS OR THE APPLICABLE SERVICES DESCRIPTION, DTAUP, THE MANUFACTURER, THEIR AFFILIATES, AND THEIR SERVICE PROVIDERS DISCLAIM, TO THE EXTENT PERMITTED BY LAW, ALL EXPRESS, IMPLIED, AND STATUTORY REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES WITH REGARD TO THE PORTAL, THE SERVICES, OR THE DATA, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS (A) OF MERCHANTABILITY, MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND (B) CONCERNING THE QUALITY, FUNCTIONALITY, OPERABILITY, AVAILABILITY, ACCURACY, USE, OR PERFORMANCE OF THE PORTAL, THE SERVICES, OR THE DATA. NEITHER DTAUP, NOR THE MANUFACTURER, NOR THEIR AFFILIATES, NOR THEIR SERVICE PROVIDERS REPRESENT OR WARRANT THAT THE PORTAL, THE SERVICES, OR THE DATA ARE FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS. YOU EXPRESSLY AGREE THAT USE OF THE PORTAL, THE SERVICES, AND THE DATA (INCLUDING ANY DATA OR SOFTWARE DOWNLOADED OR ACCESSED FROM OR THROUGH THE PORTAL) IS AT YOUR SOLE RISK.

THIS SECTION 12 DOES NOT EXCLUDE, RESTRICT OR MODIFY THE APPLICATION OF ANY GUARANTEE, RIGHT OR REMEDY THAT CANNOT BE SO EXCLUDED, RESTRICTED OR MODIFIED, INCLUDING THOSE CONFERRED BY APPLICABLE LAW.

13. **Limitation of Liability.**

- a. TO THE EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL DTAUP, THE MANUFACTURER, OR ANY AFFILIATE OF DTAUP, OF THE MANUFACTURER OR ANY SERVICE PROVIDER OF DTAUP OR THE MANUFACTURER (OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, SHAREHOLDERS, MEMBERS, EMPLOYEES, AND AGENTS (collectively, "Representatives")) BE LIABLE TO YOU OR ANY PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES ARISING OUT OF OR RELATING TO THE PORTAL, THE SERVICES, OR THE DATA, LOSS OR CORRUPTION OF ANY DATA, DAMAGE TO ANY DATA, ERRORS IN THE DATA OR OTHER INFORMATION YOU RECEIVE THROUGH THE PORTAL, OR THE SERVICES, OR YOUR USE OF THE PORTAL, THE SERVICES, OR THE DATA, REGARDLESS OF THE THEORY OF RECOVERY, EVEN IF DTAUP, THE MANUFACTURER OR ANY AFFILIATE OF DTAUP OR THE MANUFACTURER OR ANY SERVICE PROVIDER OF DTAUP OR THE MANUFACTURER OR ANY REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Neither DTAUP, nor Manufacturer nor any of their affiliates nor their Service Providers (nor any of their respective Representatives) will be liable for: (a) any loss of or damage to any Data or work product DTAUP, the Manufacturer or their Service Providers provide as part of the Services or any related reconstruction or other expenses; (b) DTAUP'S inability to communicate with or receive information from a Device, the Manufacturer, a Service Provider, you, or any other person or entity; (c) any decisions made by you in connection with the information received from the Services; or (d) any act or omission of any Service Provider in performing any portion of the Services.
- b. Subject to clause 12 and the to the extent allowed by applicable law, without limiting the foregoing, if DTAUP, the Manufacturer or any of their affiliates or any of their Service Providers (or any of their respective Representatives) is found to be liable to you for any reason, you agree that the maximum, aggregate liability of DTAUP, the Manufacturer and their affiliates and their Service Providers (and their respective Representatives) to you, and your exclusive remedy under any theory of recovery or for any cause whatsoever, shall be limited to the lesser of (a) the purchase price you have actually paid DTAUP for the Services in the 12 months immediately preceding the event giving rise to the claim against DTAUP, the Manufacturer, their affiliates or their Service Providers (or any of their respective Representatives) or (b) \$1,000, regardless of the number of

vehicles you lease, own or operate.

- c. You agree not to assert, and to waive to the fullest extent permitted by applicable law, any claim for damages other than direct, compensatory damages as limited above. Any claim, action, or proceeding by you arising out of or relating to these Terms, any Services description, the Portal, the Services, or the Data will be forever barred unless it is commenced within the earlier of: (a) one year after the claim or cause of action has accrued; or (b) the period prescribed by applicable statute of limitation or repose.
- d. Subject to clause 12, these Terms and the applicable Terms of Use on the Portal contain your sole and exclusive remedies for all claims, actions, and proceedings arising out of or relating to these Terms, the Portal, the Services, or the Data, or a breach of these Terms or any Services description. You accept the restrictions on your right to recover damages or to obtain other remedies as part of your agreement with DTAuP and you understand and acknowledge that, without such restrictions, the price of the Services would be higher. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY IN THESE TERMS APPLY (A) REGARDLESS OF THE THEORY OF RECOVERY (INCLUDING WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, EQUITY, UNDER ANY STATUTE OR OTHERWISE), AND (B) EVEN IF DTAuP, THE MANUFACTURER, THEIR AFFILIATES OR THEIR SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES IN ADVANCE.

14. **Default; Limited Remedies; Termination.** Your breach of any provision of these Terms, or any other terms governing the Services or your access to and use of the Portal or the Data, or any Services description, or your failure to pay as and when due any amount you owe relating to the Services, will constitute an event of default. Upon the occurrence of an event of default, DTAuP or the Manufacturer may elect to do one or more of the following: (a) suspend or terminate permanently your access to the Portal and/or the Services; (b) suspend or terminate permanently your right to receive the Services; and (c) pursue other rights and remedies.

Your sole and exclusive remedy with respect to these Terms, any Services description, the Portal, the Services, or the Data will be to terminate the affected Services and to receive a partial refund of the amount you paid DTAuP for the affected Services, if and to the extent the applicable Services description specifically provides for such a refund.

DTAuP may terminate these Terms and the Services upon 30 days notice to you. Unless such termination is for the purpose of compliance with applicable laws, regulations, or court orders, upon such termination, DTAuP will reimburse you for a prorated portion of the fees paid for the Services. To the extent permitted by applicable law, any such reimbursement will be DTAuP's sole liability to you for any such termination for convenience.

You shall observe all deactivation instructions when unregistering a vehicle.

15. **Term:** The Services will commence on the date of warranty registration of the relevant vehicle and continue for a period of five (5) years, unless you cancel the Service or either Party terminate the Service in accordance with these terms ("Service Period"). Customer access to the Services will be created and Customer's login credentials will be provided within a commercially reasonable time after internal registration processes are completed by DTAuP. Upon expiry of the Service Period, DTAuP will not continue to provide the Services unless agreed by the parties in writing. Services are only transferable to new vehicle owner, provided the new owner accepts these terms.
16. **Fees:** The Services are complimentary for the first five (5) years commencing from the warranty registration date of any relevant vehicle. If the Service Period is extended by the parties, you agree to pay any relevant fees for the Service as determined by DTAuP.

17. **Cancellation; Reinstatement.** Subject to any technical limitations that may prevent the separation of individual Services, you have the right to cancel the Services by providing to DTAuP 30 days prior notice of cancellation in an e-mail to dtaup_connect@daimlertruck.com. If you elect to cancel the Services, (a) you will not be entitled to receive a refund of any kind, (b) the cancellation will not be effective until you pay DTAuP any cancellation fee specified in the applicable Services description at the time of the cancellation, and c) DTAuP, Manufacturer and their Service Provider's collection of Data will cease within a reasonable period of time after DTAuP receives the cancellation notice but in no event more than 90 days after you provide sufficient information from which DTAuP, Manufacturer and/or their Service Providers can determine the exact vehicles to which you intend the cancellation to be applied. If you cancel the Services and subsequently seek to reinstate those Services, you will only be able to reinstate those Services if (i) you are then eligible to receive those Services and (ii) you pay DTAuP its then current reinstatement fee.

DTAuP reserves the right to immediately discontinue the Services for any period of time or to cancel the Services or the Terms at any time without penalty to DTAuP, the Manufacturer, and their Service Providers.

18. **Indemnification.** You will defend, indemnify, and hold harmless DTAuP, the Manufacturer and their affiliates and all Service Providers and all of their respective Representatives (collectively, "Indemnitees") from and against (a) any claim, action, or proceeding by any person or entity alleging that a Device, the Portal, the Services (including any performance parameter adjustments you make), or the Data, any breach of these Terms or any Services description, or any negligence by any Indemnitee with respect to the Portal, the Services, or the Data, caused or contributed to any vehicle accident, personal injury, bodily injury, death, property damage or property loss or to any infringement, violation or misappropriation of any individual's privacy rights, and all associated penalties, fines, losses, damages, liabilities, costs, obligations, and attorneys' fees and expenses (collectively, "Losses"); and (b) any claim, action, or proceeding by any person or entity that makes allegations concerning or results from your Processing of Personal Information, and all associated Losses.
19. **Governing Law; Venue.** DTAuP will provide the Services in Australia. Neither DTAuP, nor the Manufacturer, nor their Service Providers make any representation or warranty regarding the laws, rules, or regulations applicable to your access and use of the Portal.

These Terms and any dispute, claim or controversy arising out of or relating to any of them will be governed by, and construed in accordance with, the laws of the State of Victoria, Australia, excluding its conflict of laws provisions. Any action or proceeding arising out of or relating to these Terms or a breach of these Terms, regardless of the theory of recovery, must be commenced and heard only in the courts of the State of Victoria, Australia. DTAuP and you hereby submit to the jurisdiction and venue of those courts.

20. **Notices.** Any notice DTAuP is permitted or required to give you under these Terms or any Services description will be effective if it is sent to a physical or email address DTAuP has on file for you. Any notice you are required or permitted to give DTAuP under these Terms or any Services description will be effective if it is sent to the following email address: dtaup_connect@daimlertruck.com.
21. **Changes to Services Descriptions.** DTAuP or the Manufacturer may change any Services description from time to time by posting a revised Services description at the Portal. DTAuP or the Manufacturer may also discontinue some or all of the Services, including functionality of the Portal, at any time. In order to be aware of any revised Services description or discontinued Services, you should review the Services descriptions and other information at the Portal from time to time. DTAuP, the Manufacturer and their Service Providers shall have no liability to you for any changes to the Services or the Portal, including any decision by DTAuP, the Manufacturer or their Service Providers to cease providing a particular Service.

22. **Changes to these Terms.** DTAuP may change these Terms by sending notices pursuant to Article 18 above or posting revised Terms at <https://www.truckconnect.net/> (“Website”). In order to be aware of any revised Terms, you should check your mail and/or email, and/or review any revised Terms that may be posted at the Website. If a change to the Terms is material, we will notify you in accordance with Section 18 of these Terms and you may elect to cancel the Services (without being entitled to any refund) if you notify DTAuP in writing within 30 days after the date of such notice. If you do not cancel the Services within that period, you will be deemed to have agreed to the change in these Terms. If you object to any change we make to these Terms, we may elect to cancel your Services (without being required to provide any refund).
23. **Changes to Software and Parameters.** From time to time DTAuP or the Manufacturer may update the software in the Device electronically over wireless networks, and you hereby consent to those updates. Certain Services may allow you to adjust certain performance parameters for one or more vehicles, and you will be solely responsible for all adjustments you make.
24. **Electronic Communications.** If you consent to receive communications from DTAuP or the Manufacturer electronically, you agree that DTAuP, the Manufacturer or any external parties they may designate for such purpose, including Service Providers, may communicate with you by email, by posting notices on the Portal, or by other electronic means through the Services.
25. **Legal Equivalency.** If signed electronically, (a) this document and any other electronic documents, policies and guidelines incorporated or referred to herein will be deemed for all purposes to be a “writing” or “in writing,” and to comply with all statutory, contractual, and other legal requirements for a writing; (b) legally enforceable as a signed writing as against the parties subject to the electronic documents; and (c) deemed an “original” when printed from electronic records established and maintained in the ordinary course of business. Electronic documents introduced as evidence in any judicial, arbitration, mediation or administrative proceeding will, if established and maintained in the ordinary course of business, be admissible to the same extent as business records in written form that are similarly established and maintained.
26. **General.** If you are a corporation or other entity, you represent and warrant that the person agreeing to these Terms in person or on the Portal or who has instructed your dealer representative to agree to these Terms on your behalf during the warranty registration process has the right, power, and authority to do so. You may not assign your rights or delegate your obligations under these Terms or any Services description, by contract, merger, operation or law, or otherwise, without DTAuP’s prior written consent which DTAuP may withhold in its sole discretion, and any such assignment without such consent will be void. DTAuP may assign its rights and delegate its duties under these Terms or any Services description without your consent and without giving you any notice. DTAuP, the Manufacturer, their affiliates and their Service Providers are intended beneficiaries of these Terms. You agree that you will make all passengers, guests and drivers in your vehicle aware of DTAuP’s rights and these Terms. The provisions of these Terms are severable, and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions. The terms “including” and “includes” will not be construed to be limiting. These Terms and the applicable Services descriptions are the entire agreement between DTAuP and you relating to the Portal, the Services and the Data and supersede all prior and contemporaneous agreements, proposals, representations, understandings, usages of trade, courses of dealing, and courses of performance relating to the Portal, the Services and the Data. Notwithstanding the foregoing, you and your authorized users may be required to enter into additional terms with the Manufacturer to access the Portal.
27. **Wireless Service Provider.** You understand and agree that: (1) you have no contractual relationship with the underlying wireless service carrier, (2) you are not a third party beneficiary of any agreement between DTAuP, the Manufacturer, and/or their Service Providers and the underlying carrier, (3) the

underlying carrier has no liability of any kind to you, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, (4) messages or data transmissions may be delayed, deleted or not delivered, and 911 calls may not be completed, (5) the underlying carrier cannot guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the services.

28. **General Contact Information.** For questions relating to the Portal or the Services: Please contact DTAuP by email to dtaup_connect@daimlertruck.com or by mail to Attention: Connectivity Manager, Daimler Truck Australia, Level 4, 631 Springvale Road, Mulgrave, Victoria, 3170, Australia.
29. **Survival.** Sections 2 and 4 through 28 shall survive the termination of the Services or these Terms for any reason.
30. **Force Majeure.** Except for the payment of money, neither party will be liable to the other for failure or delay in the performance of a required obligation if such failure or delay is caused by acts of God, natural disasters, strikes, war, acts of terrorism, civil disturbances, compliance with governmental laws or orders, or any other events which are beyond the reasonable control of such party, provided that such party gives prompt written notice of such condition and resumes its performance as soon as possible, and provided that the other party may terminate these Terms if such condition continues for a period of 90 days without demonstration by the non-performing party of the ability to resume performance of its obligations within a reasonable period.