



---

## General Terms and Conditions for Contingents of API Calls for Remote Support Data

(GTC RS-API- valid from 02/2022)

---

### 1. Scope of Application

- 1.1 Unless otherwise specified in these GTC RS-API, the purchase and redemption of contingents for API calls from Mercedes-Benz AG ("**Provider**") and the redemption of these contingents for calls of remote diagnostic support data ("**RDS data**") and remote maintenance data ("**RMS Data**") by the orderer ("**Customer**") are subject to the following conditions. The General Terms and Conditions of the Customer shall not be deemed incorporated into the parties' agreement, even if they have been attached to invitations to tender, purchase orders or declarations of acceptance and the Provider has not explicitly objected to them.
- 1.2 The technical redemption of the contingents for API calls takes place via the Mercedes-Benz /developers Portal which is operated and provided by Mercedes-Benz Connectivity Services GmbH ("**MBCS**").
- 1.3 The registration and creation of an Project ID in the Mercedes-Benz /developers Portal (see Section 3.1 lit. c)) is subject exclusively to the terms and conditions of the Mercedes-Benz /developers Portal for users. For the use of the API and RDS and RMS data retrieved via the API the terms and conditions of the Mercedes-Benz /developers Portal for users apply only subordinately, unless otherwise stipulated in these GTC RS-API.

### 2. Subject Matter of the Agreement and Required Data Release

- 2.1 The Customer obtains contingents for API calls from the Provider (see Section 3 of these GTC RS-API) and can redeem these via the Mercedes-Benz /developers Portal (see Section 4 of these GTC RS-API).
- 2.2 Via the API the Customer can only call up RDS and RMS data, which the End Customer has authorized respectively for transmission in accordance with Section 2.3.
- 2.3 After calling the API, RDS and RMS data is only transmitted as far as the Provider is empowered hereto in accordance with the terms and conditions of the mercedes me connect Portal or the Mercedes PRO connect Portal (respectively referred to as: "**End Customer Portal**") by the authorized person ("**End Customer**") (process referred to as "**Data Release**"). A Data Release requires a request of the Customer in an End-Customer Portal to the End Customer specifying which data it would like to process for which purposes. This requires prior Project registration of the Customer in the Mercedes-Benz /developers Portal with disclosure of the URL of a website which completely represents the necessary information with a legally permissible and effective content in the appropriate form. This URL is displayed to the End Customer at the time of the Data Release in the End Customer Portal. The End Customer can confirm the Customer's request in the End Customer Portal, thus approving the transmission of the queried data for the disclosed purpose. The End Customer can terminate a Data Release at any time.

### 3. Purchase of Contingents for API Calls

#### 3.1 Conclusion of the Contract

- a) For an order of contingents for API calls to be valid, the Customer must have a valid VAT no. and be an authorized person in accordance with EU Regulations (715/2007, 692/2008, 595/2009, 582/2011 and 64/2012) whose place of business is within European Union, an EFTA state or the United Kingdom.
- b) Authorized persons include independent market participants in the European Union, the European Economic Area and Switzerland as well as persons related to them. This can include: independent workshops, manufacturers of repair equipment, publishers of technical information, automobile club employees, breakdown service employees, suppliers of inspection and testing services, employees of facilities for the education and training of car mechanics.





---

## General Terms and Conditions for Contingents of API Calls for Remote Support Data

(GTC RS-API- valid from 02/2022)

---

- c) For an order of contingents for API calls to be valid the disclosure of a valid individual Project ID of the Customer is required. The creation of the Project ID takes place in the Mercedes-Benz /developers Portal in accordance with the valid terms and conditions of the Portal.
- d) A valid order is an offer by the Customer to conclude a contract with the Provider. Without a successful credit check and/or if an invalid credit card or an invalid PayPal account is used, the order is technically not completed and will not be sent to the Provider. The Customer shall be bound to the order for six weeks ("**commitment period**").
- e) The agreement is concluded when the Provider releases the contingents for API calls for use or expressly accepts a valid order in written form or in text form within the commitment period.

### 3.2 Contractual Service

- a) The scope of services and quality of the contingents for API calls arise from the respective description of the contingents in Mercedes-Benz B2B Connect at the time of the order.
- b) Contingents for API calls can generally only be used for the Project ID disclosed at the time of the order.
- c) The use of the contractual service requires an effective Data Release by the End Customer in accordance with Section 2.3 of these GTC RS-API. The right of use for the contractual service is limited to the respective data and purpose listed in the Customer's request.
- d) The support is limited to responding to the Customer's queries in the regular course of business. Customers can contact sales support (Customer Service Center) on [xentry.Customer.support@daimler.com](mailto:xentry.Customer.support@daimler.com).

### 3.3 Payment and Taxes

- a) The amounts to be paid are payable in euros in advance immediately after the order is placed and are paid via PayPal or debited from the credit cards provided.
- b) Prices are net prices plus statutory VAT.
- c) Payments made by the Customer could be subject to withholding tax which should be paid by the Customer to the local tax authorities. Therefore, we recommend the Customer for tax advice.
- d) The Parties shall take all measures in accordance with their respective domestic law and the Treaty on the Avoidance of Double Taxation between the Federal Republic of Germany and resident state of the Customer ("**the Tax Treaty**") to ensure a reduction of or exemption from, as the case may be, taxes which might become payable in connection with this agreement.
- e) All taxes or duties and surcharges of any kind whatsoever in connection with payments made by the Customer and imposed on the Provider by the German tax authorities shall be borne by the Provider. All taxes or duties and surcharges of any kind whatsoever in connection with payments made by the Customer and imposed or to be paid in a resident state of the Customer shall be borne by the Customer. The preceding sentence does not apply to income taxes imposed or withheld in accordance with the domestic law and the Tax Treaty.
- f) In case the Customer is required to withhold taxes in accordance with the domestic law and the Tax Treaty, if any, from payments under this agreement, the Customer shall exercise its best efforts to attain that the payment to the Provider will be taxed at any reduced rate under the Tax Treaty or under domestic law at the time of payment.





---

## General Terms and Conditions for Contingents of API Calls for Remote Support Data

(GTC RS-API- valid from 02/2022)

---

- g) In case the Customer is required to withhold taxes from payments under this agreement, the Customer shall provide the Provider without undue delay with the original tax certificate, copy of the tax assessment and any other documents that evidence calculation and payment of the tax. These documents shall specify the Provider as tax payer, the amount of tax paid, the tax law and the legal regulation, on which such tax payment is based, the tax rate or the amount on which such rate is based, and the date of payment of the tax.
- h) If the documents of the tax authority are issued in a language other than German or English, the Customer shall have the documents translated into German or English at its own expense at the request of the Provider and shall have the correctness of such translation certified either officially or by a notary public.

### 3.4 Rights to the Contingents for API Calls

- a) The Provider grants the Customer the right to use the contingents for API calls within the scope specified in the agreement. Unless otherwise specified in this agreement the Customer shall be granted only a simple, non-exclusive, non-transferable right to use the contingents for the full duration of their validity. The right of use is limited to the use for the Customer's own business purposes to which the Provider is entitled under data protection law within the meaning of Section 2.3. Further use must always be contractually agreed beforehand.
- b) The Customer is obliged not to pass the contingents - or any parts thereof - on to or make them accessible to third parties. An exception is provided for other authorized persons pursuant to Section 3.1 lit. a) and b) who have a valid Project ID pursuant to Section 3.1 lit. c).
- c) To the extent permitted by law, the Customer shall also impose these obligations on its staff.
- d) In the event that, in breach of Sections 3.4 lit. a) - 3.4 lit. c), the contingents fall into the hands of third parties, whether this is because the Customer has disclosed them without authorization or has failed to secure them properly from access to third parties, the Customer shall owe an appropriate contractual penalty to be set as the Provider sees fit, whereby in the event of disputes the competent court may review whether this penalty is appropriate. The minimum amount is EUR 25,000.00 per ordered contingent. This does not affect the right to enforce damages claims, although such claims will then be offset against the penalty.
- e) The Provider can take appropriate technical measures to establish protection against non-conforming contractual use. The use of the services as contractually agreed may not be impaired as a result.

### 4. Redemption of Contingents for API Calls

The following rules apply to the redemption of contingents for API calls through the use of API and for RDS and RMS data retrieved via the API.

#### 4.1 Contractual Service

- a) The Provider provides the contractual services within its area of responsibility, in particular access to the API and the RDS and RMS data available via the API. The scope of services, the quality, the intended use and the conditions of use of the contractual services arise additionally and subordinately from the respective service description in the current version of the RDS B2B Partner Guidance and RMS B2B Partner Guidance of the Provider and the terms and conditions of the Mercedes-Benz /developers Portal.
- b) Any additional services, such as the development of Customer-specific solutions or necessary adjustments, require a separate agreement.
- c) The Provider may provide updated versions of the API. The Provider will notify the Customer about updated versions and corresponding conditions in an appropriate manner and will make them available to the Customer.





---

## General Terms and Conditions for Contingents of API Calls for Remote Support Data

(GTC RS-API- valid from 02/2022)

---

- d) A call of the API without output of RDS or RMS data will not be set off against a purchased contingent. The use of a contingent through API calls with an output of RDS or RMS data is defined in its description in the Mercedes-Benz /developers Portal.

### 4.2 Rights to the API and the RDS and RMS data retrieved

- a) The API and RDS and RMS data retrieved via the API may only be used by the Customer within the contractually agreed scope and for the contractually agreed purposes to the extent the Customer is entitled for such use under data protection law in accordance with Section 2.3. Unless otherwise specified in the agreement, the Customer shall only be granted the simple, non-exclusive and non-transferable right to access the API and to use the functionalities associated with the API and the retrieved RDS and RMS data within the scope and for the duration of this agreement. The Customer shall not be granted any other rights in addition to this, in particular regarding the API and RDS and RMS data. The right of use is limited to the Customer's own business purposes. Further use must always be contractually agreed beforehand.
- b) The Customer is not entitled to allow the API and the RDS and RMS data accessed via the API to be used by third parties who do not perform any operational tasks of the Customer or to make them accessible to such third parties. In particular, the Customer is not permitted to duplicate, sell or temporarily transfer, rent or lend the API or the RDS and RMS data accessed via it - not even in the form of extracts - unless so required for use in accordance with this agreement.
- c) To the extent permitted by law, the Customer shall also impose these obligations on its staff.
- d) If the Customer should exceed the scope of use in breach of the contractual terms, or in the event of unauthorized transfer of use, the Customer must submit to the Provider upon request all information available to it for asserting claims due to use in breach of contract, in particular the name and address of the End Customer, without delay. In such cases, the Customer shall owe an appropriate contractual penalty to be set as the Provider sees fit, whereby in the event of disputes the competent court may review whether this penalty is appropriate. The minimum amount is EUR 25,000.00 per violation. This does not affect the right to enforce damages claims, although such claims will then be offset against the penalty.
- e) The Provider may revoke the access authorization of the Customer and/or terminate the agreement if the Customer significantly exceeds the permitted use or violates regulations for the protection against unauthorized use. In addition, the Provider can interrupt or block the access to the contractual services. The Provider shall in principle grant the Customer a reasonable grace period in which to remedy the situation. The sole withdrawal of the access authorization does not at the same time constitute a termination of the agreement. The Provider can assert the revocation of the access authorization without notice only for an appropriate period of time, at the maximum for 3 months. The Provider's entitlement to remuneration for use exceeding the agreed scope of use remains unaffected.
- f) The Provider can take appropriate technical measures to establish protection against non-conforming contractual use. The use of the services as contractually agreed may not be impaired as a result.

### 4.3 Availability

- a) The occurrence of force majeure (incl. strikes, lock-outs and administrative orders), short-term capacity bottlenecks due to load peaks, faults in the telecommunications systems of third parties or the performance of technical or other activities on the systems of the Provider and/or of the MBCS which may be required to ensure the smooth functioning or to make improvements to the API, may result in interruptions or temporary failure of the Mercedes-Benz /developers or the API. The Provider will take all reasonable and possible steps to repair such faults or to contribute to their removal.





---

## General Terms and Conditions for Contingents of API Calls for Remote Support Data

(GTC RS-API- valid from 02/2022)

---

- b) In the event of an only insignificant reduction of the usefulness of the services for the contractual use, claims for defects by the Customer shall be precluded. Liability regardless of culpability of the Provider for defects, which already existed at the time of formation of the agreement, is excluded.

### 4.4 Fault Management

In case of API malfunctions, the Customer can contact the support (Customer Support Center) indicated in the Mercedes-Benz /developers Portal or in Mercedes-Benz B2B Connect at the contact address indicated there.

### 4.5 Special provisions for the use of API and RDS and RMS Data retrieved via API

Requirement and condition subsequent for the use of the API and the RDS and RMS data retrieved via the API is strict compliance with the obligations and standards of these GTC for RDS/RMS-API by the Customer and persons entrusted by the Customer for the use of the API and the RDS and RMS data retrieved via the API. If the required requirements are not met or are no longer fully met, no use of the API or the RDS and RMS data retrieved via the API shall be permitted and any ongoing use must be terminated immediately.

## 5. **Warranty**

- 5.1 The Provider provides a warranty for the contractually agreed quality of the services. Defect claims for minor deviations from the contractually agreed quality in the Provider's services are precluded.

Section 6 applies additionally for claims for damages and the reimbursement of expenses.

- 5.2 The Customer's warranty claims on grounds of defects shall lapse one year from the beginning of the statutory limitation period. Longer periods stipulated by law in the event of willful or grossly negligent breach of obligations on the part of the Provider, in the event of malicious non-disclosure of a defect as well as in the case of death or personal injury and for claims arising from the German Product Liability Act (Produkthaftungsgesetz), shall remain unaffected.

The processing of a notice of defect by the Customer by the Provider shall only lead to a suspension of the limitation period, insofar as the relevant legal requirements are met. The limitation period will not be restarted as a result.

A subsequent performance (subsequent delivery or improvement) can only affect the limitation period for claims related to the defect that triggered the subsequent performance.

- 5.3 The Provider can claim reimbursement of its expenses if

- a) it takes action on the grounds of a notification when a defect does not exist, unless the Customer could not recognize with reasonable effort that a defect did not exist, or
- b) a reported fault is non-reproducible or the Customer cannot prove it to be a defect in any other way, or
- c) additional expenses are incurred as a result of improper fulfillment of the Customer's obligations.

- 5.4 The Provider is only liable for infringements of third-party rights as a result of its services if its services are used according to contract and, in particular, in the contractually agreed or otherwise unchanged within the intended operating environment.

The Provider is only liable for infringements of third-party rights within the European Union and the European Economic Area as well as in the place of contractual use of the services. Section 5.2 (1) applies accordingly.





---

## General Terms and Conditions for Contingents of API Calls for Remote Support Data

(GTC RS-API- valid from 02/2022)

---

- 5.5 If a third party claims an infringement of its rights against the Customer due to services provided by the Provider the Customer shall inform the Provider immediately. The Provider is entitled, but not obliged, to ward off the claims at its own expense, to the extent permitted by law.

The Customer is not entitled to admit third-party claims before having given the Provider adequate opportunity to review and ward off third-party claims in any other manner.

- 5.6 If the contractual use of a service provided by the Provider infringes third-party rights, the Provider shall, at its own discretion and at its own expense,
- grant the Customer the right to use the service or
  - design the service free from violation of rights or
  - withdraw the service and reimburse the remuneration paid by the Customer for it (minus reasonable compensation for use) if the Provider cannot attain any other remedy with reasonable effort.

The Customer's interests will reasonably be taken account of.

Claims by the Customer on the grounds of legal defects will expire in accordance with Section 5.2. Section 6 applies additionally for claims for damages and the reimbursement of expenses by the Customer. Section 5.3 applies accordingly for other expenses incurred by the Provider.

- 5.7 The Customer must immediately give notification of defects in a comprehensible and detailed form, giving all information relevant for the detection and analysis of the defect, in written form or electronic form to the address provided for this purpose. The Customer shall especially state the working steps that led to the occurrence of the defect, its type of appearance and the effects of the defect. Unless otherwise agreed, the Provider's relevant forms and procedures shall be used.

## 6. Liability

- 6.1 The Provider is always liable towards the Customer

- for damages caused willfully or grossly negligent by it, its legal representatives or its vicarious agents
- in accordance with the German Product Liability Act, and
- for damages resulting from death, bodily injury or impairment of health that the Provider, its legal representatives or its vicarious agents are responsible for.

- 6.2 The Provider is not liable in the event of slight negligence, unless it has caused breach of an essential contractual obligation that must be fulfilled in order for the agreement to be implemented properly, or whose breach poses a risk to the achievement of the purpose of the agreement which the Customer can normally expect to be complied with.

In the case of damage of property and financial damage, this liability is limited to the foreseeable damage that is typical of the type of agreement concerned. This also applies for lost profits and savings. Liability for indirect consequential damage is excluded.

- 6.3 The Provider can only be held liable for damages on the grounds of a guarantee if such liability is expressly accepted in said guarantee. In the case of slight negligence, this liability is subject to the restrictions of Section 6.2.





---

## General Terms and Conditions for Contingents of API Calls for Remote Support Data

(GTC RS-API- valid from 02/2022)

---

- 6.4 If it is necessary to restore data or components (such as hardware or software), the Provider is only liable for the expenses necessary for restoration when the Customer has properly backed up data and taken precautions against the risk of loss of data. In the event of slight negligence on the Provider's part, this liability only occurs if, prior to the incident, the Customer has backed up data and taken precautions against the risk of loss in a way appropriate for the specific type of data and components. This does not apply if it has been agreed that the Provider will provide this service.
- 6.5 Sections 6.1 - 6.4 apply accordingly for claims for the reimbursement of expenses and other liability claims by the Customer against the Provider.
- 6.6 The Provider accepts no liability for injuries, damages or losses resulting from incorrect use or incorrect application of the contingents, the API or RDS and RMS data retrieved via the API.

### 7. Data Protection

- 7.1 The Provider is not responsible for data processing when calling the API and when calling up the RDS and RMS data. The Customer is responsible for the related processing of personal data. To that extent, the Customer is also responsible to the End Customer under data protection law.
- 7.2 The Customer shall maintain compliance with Regulation (EU) 2016/679 ("**General Data Protection Regulation**" or "**GDPR**") as well as any other applicable legal data protection regulations. A breach of data protection regulations is also a breach of essential contractual obligations. This includes in particular the implementation of data protection requirements for IT security within the Customer's area of responsibility.
- 7.3 The Customer is responsible for arranging the Data Release by the End Customer (see Section 2.3). The Customer shall process the retrieved RDS and RMS data exclusively for the processing purposes disclosed in its request for Data Release. Any use of data other than that specified in the request to the End Customer shall in principle constitute a breach of Section 7.2.
- 7.4 At the Provider's request, the Customer shall provide unrestricted and comprehensive information on all measures which are relevant to data protection in connection with the handling of RDS and RMS data, as well as concerning the compliance with and control of data protection regulations. For this, the Customer shall transmit and explain the relevant documents and data.
- 7.5 In accordance with this Section 7.5, upon request, the Customer shall enable the Provider to review whether the Customer maintains compliance with the applicable data protection obligations which apply to it according to these GTC RS-API.
- a) To the extent required, the Customer shall provide complete information to the Provider and shall allow for inspection of the relevant documents and records upon request.
  - b) The Customer shall provide the Provider with audit reports under data protection laws upon request, unless this is unnecessary or inappropriate.
  - c) The Customer shall allow for a review of the hardware and software environment by the Provider or third parties, which are obligated to confidentiality, if justified suspicion of possible violations of data protection laws should exist on the basis of factual indications, and negative effects on the Provider cannot be ruled out. The Customer shall bear the costs of such review if a violation is established; otherwise, the Provider will bear the costs.
- 7.6 The Provider can withdraw from the Customer's right to use the API and the contingents at any time, and/or can terminate the agreement without notice, if the Customer is in breach of the provisions of Sections 7.2 to 7.5. In general, the Provider will previously grant the Customer a reasonable period of grace to remedy the situation unless this would be associated with disadvantages for the Provider.





---

**General Terms and Conditions for Contingents of API Calls for Remote Support Data**

(GTC RS-API- valid from 02/2022)

---

- 7.7 The Provider will process personal data of the Customer and its employees from the registration and creation of an Project ID in the Mercedes-Benz /developers Portal exclusively insofar as required for the fulfillment of the obligations arising from the agreement. This also applies to such personal data of the Customer and its employees that are processed by the Provider for API calls.
- 7.8 The Customer shall indemnify the Provider against all claims asserted by an End Customer against the Provider in connection with the API calls and calling up of RDS and RMS data by the Customer. Upon request, the Customer shall provide the Provider with all information necessary to defend against claims asserted by an End Customer. If a data protection supervisory authority or another sovereign authority contacts the Provider in connection with the processing of personal data when calling up the API or retrieving RDS and RMS data, sentence 1 shall apply accordingly.

**8. Miscellaneous**

- 8.1 The Customer is responsible for observing the import and export regulations applicable to the services. In the case of border-crossing services, the Customer shall pay the duties, fees and other levies due. The Customer shall handle legal or administrative proceedings related to border-crossing services, unless otherwise expressly agreed.
- 8.2 The Customer is obligated not to engage in any acts or omissions that could lead to criminal liability based on fraud or breach of trust, insolvency crimes, anti-competitive criminal acts, the granting of advantages or to the corruptibility of persons employed by the Customer or other third parties. Where there have been such acts or omissions, the Provider will be entitled to rescind or terminate all legally consequential transactions with the Customer and to break off any and all dealings and negotiations. Notwithstanding the foregoing, the Customer will be obligated to comply with all statutes and regulations impacting him and the business relationship with the Provider.
- 8.3 The Customer cannot transfer rights and obligations arising from or in connection with the agreement or the conclusion thereof to third parties without the Provider's consent.
- 8.4 The Customer may offset its claims against claims by the Provider only if the Customer's counterclaim is uncontested or if a legally binding title exists. This excludes counterclaims of the Customer from the same contractual relationship. He can only assert a right of retention if it relates to claims arising from the same contractual relationship.
- 8.5 The Provider is entitled to transfer this contract or any of its rights or obligations or may delegate its performance to any group company with its place of business in Germany, in particular, if this company is to operate this business unit in the framework of the implementation of a divisional structure of the Mercedes-Benz Group AG in the future.
- 8.6 The exclusive place of jurisdiction shall be Stuttgart (Mitte).
- 8.7 The laws of the Federal Republic of Germany shall apply. The application of private international law and the UN Sales Convention is excluded.

