



General Terms and Conditions (GTC) for the Use of Time Credits/Slices

1. Scope of Application

The following Terms and Conditions exclusively apply to all supplies and services by Mercedes-Benz AG (hereinafter “**Provider**”) related to orders on the Mercedes-Benz B2B Connect platform <https://b2bconnect.mercedes-benz.com> (hereinafter “**Mercedes-Benz B2B Connect**”) for access to data content (hereinafter “**Products**”). The General Terms and Conditions of the buyer (hereinafter the “**Customer**”) are not incorporated into the agreement, even if they have been attached to invitations to tender, purchase orders or declarations of acceptance and have not been explicitly rejected.

Time Credits relate to a time account that is reduced by the time amount that is used by the Customer. Time Slices are fixed periods, throughout which the Customer is continuously given access to the Information.

Access to the following products is offered in the form of Time Credits: XENTRY Pass Thru EU and XENTRY Diagnosis Lite (hereinafter also “Open Shell Software”).

Access to the following products is offered in the form of Time Slices: XENTRY Remote Diagnosis, XENTRY Tips (desktop and app version), WIS and ASRA. Access to ISP Parts Information is free of charge, but an annual registration fee is charged on account of the administration involved.

2. Subject Matter of the Agreement

2.1 The Provider shall lease the Time Credits/Slices stipulated in the agreement to the Customer for the term of the present agreement. The Time Credits/Slices allow the Customer to access data content, including technical information (hereinafter also “**Information**”).

2.2 Safety Information

If the technical documentation specifies that special tools are required, it is imperative that these tools are used for the correct performance of the repair work. The Customer shall be liable for any damage caused as a result of a failure to comply with such instructions.

The Provider reserves the right to revise the information at any time without notice. The Customer must make sure that it has the currently valid version in each case.

Although this information can be useful to owners of Mercedes-Benz and smart vehicles and independent repair shops, it is intended only for use by service personnel who are properly trained and qualified to work on Mercedes-Benz and smart vehicles and have sound knowledge related to the information, access to the tools, equipment and literature necessary for the correct, safe performance of diagnostics, maintenance and repairs, as well as experience of using them. If they do not have this expertise and knowledge related to the Information, they must refrain from performing this work, which must be left to a qualified specialist workshop. The workshop must have the technical knowledge and tools required to perform the necessary work.

Warning: The information is not intended for use as instructions or tools for diagnostics, repairs or maintenance on Mercedes-Benz and smart vehicles by individuals who have inadequate training on and experience of performing diagnostics, repairs and maintenance on Mercedes-Benz and smart vehicles. If the correct tools and equipment are not used, all the proper, necessary precautions that a trained, certified vehicle mechanic would take are not taken and all the safety regulations in this and other service publications are not followed, this can lead to material damage, personal injury or even death.



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3. Conclusion of the Contract

- 3.1 For a time credit order to be valid, the Customer must have a valid VAT ID 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 the EEA or the United Kingdom.
- 3.2 For a time slice order to be valid, the Customer must have a valid VAT ID 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 the European Union or the EFTA.
- 3.3 Authorized persons include independent market participants and persons related to them. These 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.
- 3.4 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 is bound to the order for six weeks (commitment period).
- 3.5 The agreement will enter into force if the Provider expressly accepts a valid order in writing or in text form or provides the ordered service within the commitment period.

4. Contractual Service

- 4.1 The scope of services and quality are each based on the description of the Time Credits/Slices in Mercedes-Benz B2B Connect when ordering. This contains a detailed list of the temporary access granted to the data content and the inextricably linked agreements concerning qualifications and the provision of information.
- 4.2 To make use of the contractual provision of Time Credits for Open Shell Software, a valid agreement on the use of Open Shell Software is required.
- 4.3 To make use of the contractual provision of Time Slices for WIS, ASRA, XENTRY Tips (desktop and app version) and XENTRY Remote Diagnosis, a valid customer login for the Mercedes-Benz B2Bconnect platform <https://b2bconnect.mercedes-benz.com> is required, and a Time Slice must have been ordered for the user ID associated with the customer login. Depending on the product, the time slices available amount to 1 hour, 1 day, 1 week, 1 month or 1 year. The contractual term applies depending on which of the above periods is selected, and starts from the moment the order for the Time Slice is confirmed.
- 4.4 In order to use the contractual provision of Time Slices for the apps XENTRY Remote Diagnosis and XENTRY Tips ("Apps"), a valid customer login for the specific app is required and a Time Slice must have been ordered for the user ID associated with the customer login. For the usage of the apps, the specific app must also be downloaded onto a mobile end device. Depending on the app, the available time slices are 1 hour, 1 day, 1 week, 1 month or 1 year. The contractual term applies depending on which of the above periods is selected, and starts from the moment the order for the Time Slice is confirmed.
- 4.5 In order to use ISP Parts Information, a valid customer login for the <https://b2bconnect.mercedes-benz.com> web page is required and an annual registration fee must be paid for the user ID associated with the customer login. Once the annual registration fee has been paid, ISP Parts Information can be used for 12 months.
- 4.6 Support is limited to responding to the Customer's queries in the usual course of business. Customers can contact sales support (Customer Service Center) on xentry.Customer.support@mercedes-benz.com.

5. Fee

- 5.1 The sums to be paid are payable in euros, must be paid in advance immediately when ordering, and are paid via PayPal or debited from the credit cards provided.



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5.2 Prices are net plus statutory VAT. The prices stated in the order summary apply when ordering.

6. Warranty

6.1 The Provider is obliged to keep the leased object in a condition suitable for use as contractually agreed for the duration of the lease.

6.2 Claims on the grounds of defects in the leased object are excluded when the impairment of the leased object's suitability for use as contractually agreed is only minor. Claims on the grounds of defects are also excluded to the extent that the deviation from the contractually agreed quality is due to improper use of the leased object or use of the leased object under operating conditions other than those agreed or in a system environment other than the one agreed. The same applies for deviations due to extraordinary external influences that are not provided for contractually.

6.3 The Provider's strict liability in accordance with Section 536a (1) BGB (Bürgerliches Gesetzbuch [German Civil Code]) for defects that already existed at the time of concluding the Agreement is excluded.

6.4 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 writing or by email to the address provided for the purpose. The Customer shall especially specify the work 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 are used.

6.5 Defects are rectified during the Provider's working hours. The Provider must be allowed enough time. With the Customer's consent, the Provider can replace the leased object or individual parts of it in order to rectify defects. The Customer will not refuse to give consent for this unreasonably.

6.6 Termination by the Customer in accordance with Section 543 (2) (1) (1) on the grounds of failure to grant use as contractually agreed is only permitted if the Provider has been given ample opportunity for ratify the defect and has failed to do so. Failure to rectify defects is only assumed if it is impossible to do so, if the Provider refuses to or is unreasonably slow to do so, there is reasonable doubt in the prospect of success or this is unreasonable for the Customer for other reasons.

6.7 The Customer's rights under a warranty are excluded if the Customer modifies the leased object or has it modified without the Provider's prior consent, unless the Customer can prove that the modifications have not had any unacceptable effects on the analysis and rectification of the defect for the Provider. The Customer's rights on the grounds of defects remain unaffected to the extent that the Customer is entitled to make modifications, particularly within the scope of its right to rectify defects itself in accordance with Section 536a (2) BGB, and these are carried out properly and clearly documented.

6.8 The limitation period for material defects is one year from the commencement of the statutory limitation period. To the extent longer periods are prescribed by law in the event of an intentional or grossly negligent breach of duty by the Provider, in the event of non-disclosure of a defect and in the event of loss of life, physical injury or damage to health, as well as for claims arising from the German Product Liability Act (Produkthaftungsgesetz), these will remain unaffected. The limitation period laid down in Section 548 BGB for compensation claims by the Provider on the grounds of the modification or deterioration of the leased object or the leased system remains unaffected.

6.9 The Provider can claim reimbursement of its expenses if

- a. it takes action on the basis of a notification without the existence of a defect, 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.



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

6.11 If a third party makes a claim against the Customer on the grounds that a service provided by the Provider infringes its rights, the Customer shall inform the Provider immediately. The Provider and, if applicable, its own suppliers are entitled, but not obliged, to fend off the claims made at their own expense, if permissible.

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

6.12 If a service provided by the Provider infringes third-party rights, the Provider shall, at its own discretion and at its own expense,

- a. grant the Customer the right to use the service or
- b. design the service not to violate rights or
- c. 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 be given appropriate consideration.

Claims by the Customer on the grounds of legal defects will expire in accordance with subparagraph 6.8. Subparagraph 7 also applies for claims for damages and the reimbursement of expenses by the Customer. Subparagraph 6.3 applies accordingly for other expenses incurred by the Provider.

7. Liability

7.1 The Provider always has a liability towards the Customer

- a. for damage caused by it, its legal representatives or its agents through intent or gross negligence,
- b. in accordance with the German Product Liability Act, and
- c. for damages resulting from loss of life, physical injury or damage to health which the Provider, its legal representatives or its agents are responsible for.

7.2 The Provider is not liable in the event of ordinary negligence, unless it has breached a fundamental 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 material and financial damage, this liability is limited to the foreseeable damage that is typical of the type of agreement concerned. This also applies for the loss of profits and savings. Liability for indirect consequential damage is excluded.

7.3 The Provider can only be held liable for damages on the grounds of a warranty if such liability is expressly accepted in the warranty. In the case of ordinary negligence, this liability is subject to the restrictions of subparagraph 7.2.

7.4 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. In the event of ordinary negligence on the Provider's part, this liability will only be incurred 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 type of data and components. This does not apply if it has been agreed that the Provider will provide this service.



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7.5 Subparagraphs 7.1 to 7.4 apply accordingly for claims for the reimbursement of expenses and other liability claims by the Customer against the Provider.

7.6 The Provider accepts no liability for infringements, damage or losses resulting from the incorrect use or incorrect application of the information or the information itself.

8. Rights

8.1 Unless otherwise agreed, the Provider grants the Customer a non-exclusive, non-transferable right to use the information during the lease for its own operating purposes and for the intended use as contractually agreed. The access authorization for time credits may be used by any person and on any computer within one of Customer's locations/operations. Use in other locations/operations of the Customer will require additional access authorizations that must be acquired in accordance with the most recent price list. As part of the assignment of usage rights, users receive a personalized identity (user ID). This may only be used by the respective user personally. A transfer or use as a group or workshop user is not permitted. In case of a violation the provider reserves the right to withdraw usage rights or delete digital identities.

8.2 Unless authorized by the Provider, it is prohibited to produce copies of the Time Credits/Slices or Information, unless this is necessary to maintain use as intended. Editing and revising the information by the Customer or third parties commissioned by it is prohibited. This regulation also applies to the publication of such information under another name.

8.3 It shall also require its employees to give an equivalent undertaking, so far as is legally possible.

8.4 Data storage devices, documentation and electronic copies that are no longer needed must be properly destroyed. Measures must be put in place to ensure that installations cannot be accessed by unauthorized persons.

8.5 If the Time Credits/Slices or Information fall into third-party hands, e.g. because the Customer shares them or does not adequately protect them against third-party access, an appropriate contractual penalty to be set at the Provider's discretion must be paid, whereby the competent court may review whether this is appropriate in the event of disputes. The minimum amount is EUR 25,000.00 per Time Credit/Slice ordered. This does not affect the right to enforce claims for damages, although such claims will then be offset against the penalty.

8.6 The Provider is entitled to take appropriate technical measures to protect against non-contractual use. The use of the supplies and services as contractually agreed cannot be impaired as a result.

8.7 The Provider can revoke the Customer's right of use and/or terminate the agreement if the Customer significantly transgresses its rights of use or breaches regulations on protection against unauthorized use. The Provider must in principle grant the Customer a reasonable grace period in which to remedy the situation.

8.8 Revocation of the right of use alone does not entail the concomitant termination of the Agreement. Following revocation, the Customer must give the Provider express written confirmation that it has ceased use.

8.9 The Provider's entitlement to remuneration for use exceeding the agreed use remains unaffected.

8.10 The Customer is entitled to have its right of use restored after it has proved that it has ceased non-conforming use and will refrain from non-conforming use in the future.

9. Contractual Term

9.1 For Time Credits, the term of the agreement is based on the Time Credits ordered and commences upon contract conclusion. There are hourly, daily, weekly, monthly and annual time credits. The Customer can request a service by activating the Time Credit. The agreement ends upon expiry of the Time Credit, or, at the latest, upon termination of the agreement on use of the Open Shell Software. Time Credits that have not been used by the end of the agreement on use of the Open Shell Software can be carried over if the agreement is



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renewed or a new agreement on use of the Open Shell Software is concluded. Otherwise, they will expire and cannot be refunded.

9.2 In the case of Time Slices, the contractual term and access authorization shall end once the selected period ends. There is no need to terminate the agreement. It is not possible to terminate the agreement prematurely without a valid reason. The access fees must be paid when ordering, and shall not be reimbursed under any circumstances, including if the Customer does not use the Information at any time during the term of the agreement.

9.3 If the annual registration fee for ISP Parts Information is no longer paid by the Customer, administration shall no longer be carried out and access to ISP Parts Information shall be deactivated for the Customer accordingly.

9.4 The Provider can terminate the agreement without notice for good cause. In particular, the Provider may terminate the agreement without notice if

- a. It has grounds to do so in accordance with subparagraph 11.3 of the General Terms and Conditions (GTC) for the Use of the Open Shell Software, in the case of Time Credits.
- b. The Customer copies, reproduces or produces, or arranges the copying, reproduction or production of, Time Credits/Slices, in breach of contract.
- c. The Customer shares the Time Credits/Slices or Information with third parties in breach of contract.
- d. The Customer no longer qualifies as an authorized person in accordance with subparagraph 3.3.
If the agreement is terminated without notice for good cause, claims on the part of the Customer to compensation for unused Time Credits/Slices shall be excluded.

10. Taxes

10.1 Payments made by the Customer may be subject to withholding tax in the country of domicile, which must be paid by the Customer to the local tax authorities. Therefore, we recommend that the Customer obtain appropriate tax advice.

10.2 The parties shall take all measures in accordance with domestic law and any Treaty on the Avoidance of Double Taxation between the Customer's country of residence and the Federal Republic of Germany ("the Treaty") to ensure a reduction of or exemption from taxes that might become payable in connection with the present agreement.

10.3 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 which are imposed or withheld in accordance with the domestic law and the Tax Treaty.

10.4 If the Customer is required to withhold taxes in accordance with the domestic law and the Tax Treaty, if any, from payments under the present 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.

10.5 If the Customer is required to withhold taxes from payments under the present 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 circulation 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.

10.6 If the documents of the tax authority and the documents 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



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request of the Provider and shall have the correctness of such translation certified either officially or by a notary public.

11. Compliance with Applicable Law

The Customer is obliged to cease and desist from all actions that could result in criminal charges due to fraud or breach of trust, insolvency crimes, anti-competition crimes, the granting of advantages, or bribery on the part of persons employed by the Customer or other third parties. In the event of a breach of this provision, the Provider is entitled to rescind or terminate all existing legal transactions with the Customer and to break off all negotiations without notice. The above notwithstanding, the Customer is obliged to comply with all laws and regulations applicable to both itself and the business relationship with the Provider.

12. Miscellaneous

- 12.1 The Customer is responsible for observing the import and export regulations applicable to the supplies or services. In the case of international supplies or services, the Customer shall pay the arising duties, fees and other charges. The Customer is responsible for handling legal or administrative proceedings related to international supplies or services, unless otherwise expressly agreed.
- 12.2 The Customer cannot transfer rights and obligations arising from or in connection with the contract or the conclusion thereof to third parties without the Provider's consent.
- 12.3 The Customer can only offset its claims against claims on the part of the Provider if the Customer's counterclaim is uncontested or if a legally binding title exists. This excludes counterclaims of the customer under the same lease agreement. The Customer can only assert the right to retention if it is based on claims from the same contractual relationship.
- 12.4 The Customer shall conclude the necessary agreements on handling personal data with the Provider.
- 12.5 The Provider is entitled to transfer the present agreement, or rights and obligations arising from the present agreement or its fulfillment, to any group company with a registered office 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.
- 12.6 The exclusive place of jurisdiction is Stuttgart (Mitte).
- 12.7 German law shall apply. The application of private international law and the UN Sales Convention is excluded.