

Access Provider Contract service4fire

It is possible that you and Rosenbauer have another written contract (e.g. a "software licence contract"), which supplements or replaces this contract in full or in part.

GENERAL NOTICE FOR USE

The provider supplies the client with a system to support the maintenance of firefighting vehicles. In the case of an assignment, the client may **not** base his decisions **solely** on the fact that access to the service4fire portal and to databases from there which may also be third-party databases that are not within the provider's sphere of control, shall be guaranteed. service4fire supports the maintenance and service of vehicles, but does not act as a replacement for provisions regarding the regular maintenance, repair, and servicing of these vehicles.

DEFINITIONS

PROVIDER	Rosenbauer International AG, registered under FN 78543f in the Company Register of the Provincial Court of Linz (Commercial Court) at the local address Paschinger Strasse 90, 4060 Leonding/Linz, Austria, i.e. the company which provides the client fee-based access to the service4fire portal.
CONTENTS	Database, program, other applications, contents from provider or vehicle operating data that are accessed via the service4fire portal.
service4fire portal	Hosting platform offered by the provider that makes the data for service4fire.com available.
service4fire PC	The client's PC used by the client to access the service4fire portal; this PC must be set up by the client.
service4fire application	An application offered by the provider that is accessed by a service4fire PC using the service4fire portal.
EXTERNAL PROVIDER	Provider of databases or other content or applications that are accessed by the client via the service4fire portal.
EXTERNAL APPLICATION	Application that is not operated by the provider himself and is provided to the client.
EXTERNAL CONTENTS	Content featured by external applications and content that is managed in service4fire by the client.

1. SUBJECT OF CONTRACT

- 1 The object of this contract consists of the provision of access to the service4fire portal via one or more PCs (service4fire PC), which is operated by the provider and upon which the client or provider or third party may independently store data or which provides access databases.
- 2 Access is made available via a secured Internet connection that is established between the service4fire PC and the service4fire portal on a point-to-point basis.
- 3 The provider establishes access to the databases,
 - which the client fills with data,
 - which the provider fills with specific data (e.g. vehicle operating data) on the order the client,
 - which are filled by other parties, access via the service4fire portal being permitted on a read-only basis, e.g. digital maps and similar information.
- 5 The provider does not check the contents entered by the client himself, so that this information represents "EXTERNAL CONTENTS".
- 6 Furthermore, it is hereby noted that the service4fire portal may be used to access EXTERNAL APPLICATIONS and databases via communications lines that are not managed by the client or the provider ('external databases'). The provider will endeavor to secure such read access; however, this is not within the provider's sphere of control and therefore no guarantees can be made with regard to access to EXTERNAL CONTENTS in external databases. Similarly, no guarantee or liability will be assumed for the correctness and usability of EXTERNAL CONTENTS.

2. ACCESS / AVAILABILITY / CONFIDENTIALITY

1 Availability

The provider shall endeavor to maintain the availability of access to service4fire. However, the provider does not provide any guarantee or assume liability for permanent availability. Availability shall also be dependent on the quality of access and data traffic; external services that are not provided by the provider but the client or third parties (e.g. establishment of a connection to the service4fire portal) shall also influence availability. In particular, the net may become overloaded during operations.

The client shall not be entitled to any claims in case access to the service4fire portal is unavailable for a period of up to 48 hours, e.g. due to maintenance or other reasons (e.g. updates, technical retrofitting, etc.).

2 Confidentiality

The provider shall endeavor to protect contents from third-party access as a best as possible, however defense against illegal attacks and the integrity and confidentiality of the data cannot be guaranteed to one hundred percent.

3. PROVIDER OBLIGATIONS

- 1 The provider shall be obliged to provide the client with access to the service4fire portal and thereby to the data hosted via the service4fire portal and any data that may be accessed via the portal. The provider warrants that the client - provided the client and/or third parties are able to establish the proper lines for this purpose - will have 24/7 access to the server; accessibility is expressly warranted in terms of an availability of 99% over one calendar year, on an accumulated basis. For the remainder, Item 2. (1.) shall apply.
- 2 For the purpose of accessing the service4fire portal, the provider shall supply the client with access data including a user name and password for password-protected access.
- 3 The provider is obliged to ensure an adequate transmission rate from his servers to other servers and routers that are within his sphere of influence.
- 4 The provider will make available any software that is required for access purposes to the client as licensed software.

4. CLIENT OBLIGATIONS

- 1 The client shall be required to secure his access to the service4fire portal based on proper contractual agreements with third parties that enable logical and physical access.
- 2 The client shall be required to continuously check and, if necessary, properly service the hardware required to access the service4fire portal; in particular, he hereby commits to provide access to the service4fire portal once per month in order to test service4fire, and to notify the provider of any access problems or enable the provider to perform the required updates and/or system checks.
- 3 In case of disruptions during the dial-up process on the provider's side, the client shall notify the provider of the disruptions immediately.
- 4 The client is required to keep the contractual access data confidential vis-à-vis unauthorized third parties. The client is required to store the user name and password so as to make access to this information impossible for unauthorized third parties, in order to exclude misuse of access by third parties.
- 5 Persons utilizing the contractual access to the service4fire portal with the knowledge and consent of the client shall not be deemed unauthorized third parties within the context of this contract.

5. LOGGING / DATA BACKUP

- 1 All access by the client will be logged with the following datasets.
 - Date, time
 - User name
 - Hardware detection
 - Activities during access periods
- 2 This data will be stored in an encrypted form at maximum for the entire term of the contractual relationship and also 12 months following this period.
- 3 All data in the applications indicated by the order confirmation that provide more than read-only access (e.g. master data or data entered by the client, vehicle profiles) shall be stored and backed up on the service4fire portal.

6. FEE

- 1 The client commits to pay the provider the fee indicated in the order confirmation (in EUR), plus statutory VAT.
- 2 If the client is in default of payment, the provider is entitled to charge default interest of 8% above the respective base rate p.a. The client is required to reimburse the provider for all costs associated with legal prosecution, in particular the costs of a collection agency or lawyer.
- 3 Periodic payments are due at the start of the period; the client is required to provide payment in advance.
- 4 In the absence of a differing agreement, the value of the fee will be adjusted. Such an adjustment shall be based on the price list that is valid at the time the contract is concluded or extended.
- 5 The payment obligation must be met at the provider's registered office, in the absence of a differing agreement.
- 6 The flat rate includes the provider's services listed in the order confirmation.
- 7 Additional services will be charged by the provider based on cost and the applicable price list.

7. DEFAULT AND BLOCKING

- 1 In the event the client defaults on the payment of the fee for more than 20 days, the provider is entitled, following a one-time extension of 10 days, to block access until he receives the payment plus interest and applicable costs for pursuing the claim (collection costs, legal costs, cash expenses).

- 2 In the event the client fails to pay the fee plus interest and ancillary costs following the extension period, the provider is entitled to withdraw from the contract and demand damage compensation (remaining fee for remaining period less any savings incurred).
- 3 For the case that access is blocked and is subsequently re-established, the client commits to reimburse the provider for all expenses and costs associated with the restoration of access as per the current price list that applies at that time.

8. SOFTWARE LICENCE / APPLICATIONS

- 1 The provisions and conditions for use of software that may be provided are set out in a separate software licensing agreement.
- 2 The client shall ensure that all data from third-party programs and applications is completely, permanently, and constantly backed up in a sufficient and appropriate manner outside of service4fire PC and service4fire Portals.
- 3 The provider does not provide any guarantees and/or does not assume any liability that service4fire will not negatively impact the runtime behavior and/or executability and/or usability of operating systems, add-ons, programs, or other applications on the service4fire PC, if the client has made changes to the service4fire PC (e.g. installation of programs, changes to operating system or settings).

9. WARRANTY

- 1 The provider offers warranty for defects related to his services according to this contract subject to statutory provisions, however with the following restrictions, the client being required to professionally test the service object and check all functions of the same for correct functionality, and to notify the provider in writing of any detectable defects within 14 (fourteen) days after transfer, and hidden defects within 2 (two) working days after detection, including a description of the defect; otherwise the client shall lose all claims from warranties, damages due to defects, and subsequent damages due to defects or misunderstandings. If notification of defects does not take place within the period indicated, then the services delivered shall be considered to be accepted without objections.
- 2 The provider **may not be held liable** for the functionality of communications and data lines to the service4fire portal in the case of power failures and failure of servers or access lines to servers that are accessed by the service4fire portal, as well as all systems that are not within the provider's direct sphere of influence.
- 2 The provider does **not assume any warranty** for the contents, correctness, integrity and usability of EXTERNAL CONTENTS and for damages resulting from their use.
- 4 The client carries the **burden of proof** for the existence of a defect, independent of when the defect occurs.
- 5 In case the client installs applications other than the applications listed in the order confirmation on the service4fire PC, the provider cannot guarantee the interoperability of the applications.

10. REPAIR OF DEFECTS

- 1 The provider shall begin to analyze an error involving the service4fire portal that is reported in German or English within 48 hours of notification, provided the notification is received between 9:00 a.m. to 4:00 p.m. Central European Time or Central European Summer Time from Monday to Thursday and between 9:00 a.m. to 12:00 p.m. CET or CEST Fridays. Error reports submitted outside of these time period will be deemed as having been received on the next working day.
- 2 The following agreements shall apply

Receipt of fault report	Mon to Thurs, 9:00 a.m. – 4:00 p.m. CET or CEST Fri 9:00 a.m. – 12:00 p.m. CET or CEST
Availability of a service4fire IT service employee	Mon to Thurs, 9:00 a.m. – 4:00 p.m. CET or CEST Fri 9:00 a.m. – 12:00 p.m. CET or CEST
Response time	48 hours within the above time periods
Performance location	At the provider
Availability	Via email to telematik@rosenbauer.com

Receipt of fault report

Defines the time period in which a fault can be reported to the Service Hotline.

Response time

Defines the maximum time period until the start of the fault analysis.

11. LIABILITY (DAMAGE COMPENSATION)

- 1 The provider's liability, regardless whether due to a breach of contractual obligation or unauthorized action, shall be conclusively determined in accordance with the following provisions:

- 2 The provider shall only assume unlimited **liability** with respect to the client for damages resulting from illegal and culpable **damages to life, body or health**.
- 3 The provider shall only be liable for other **damages** if the damages were the **result of the intentional or grossly negligent action** on the part of the provider, his statutory representatives or vicarious agents. Liability for slight negligence is hereby excluded. Liability for damages caused by faulty data transmissions is also excluded. The client is obliged to provide proof of the degree of fault.
- 4 **The provider shall only be liable for the content-related correctness or usability of EXTERNAL CONTENTS** if the client has verifiably notified him of the incorrectness or lack of usability, and the provider fails to verifiably request, within a reasonable time period which must be at least 14 days, that the person who is authorized to change the EXTERNAL CONTENT performs such changes.
- 5 In addition, the provider shall be liable in the case of slightly negligent breach of obligations that are essential to the contract (such obligations the fulfillment of which enables the proper implementation of the contract and in the compliance of which the client may regularly trust) subject to the following: In the event of a slightly negligent breach of an essential contract obligation, **the provider's liability shall be limited to such damages typical for the contract which may be generally expected in the case of a claim**. In the absence of differing indications for an individual case, this figure shall consist of three times the monthly fee.
- 6 The provider does **not assume any liability** for damages resulting from improper use or use contrary to these contractual provisions, e.g. by persons who are not authorized or not trained or do not possess the required technical knowledge in relation to the databases.
- 7 The provider shall not be liable for the misuse of access data. The provider shall not be liable if the misuse of access data leads to a deviation of owed performance from the contractually agreed performance.

12. PRODUCT LIABILITY

- 1 The provider will provide the client with only one access. This is **not a product** in terms of the applicable provisions under product liability law, since a product in terms of the applicable provision under liability law refers to a moveable object that is separate from the service object, including energy, and this definition does not include the service object of the provider.
- 2 However, where a court that is called upon should assume, contrary to this view, that the service object falls within the application area of the applicable provision under product liability law, it is hereby expressly noted that liability for damages incurred by a business person, who mainly uses the service object in his company, shall not occur and if so, it shall only occur above the liability exemption limit.
- 3 It can be assumed that the client can be viewed as a business person in terms of the applicable provisions under product liability law, since he operates a permanent organization involved in independent business activities, even though it may not be profit-oriented, or is an entity under public law.

13. REDUCTION IN LIMITATION PERIOD

- 1 In the absence of other obligatory and statutory limitation periods, damage compensation claims must be asserted within **six months** of the client gaining knowledge of the damages, but no later than within three years following the event that establishes the claim.
- 2 Warranty claims may only be asserted within six months of transfer (for visible defects) and 2 (two) months following the time at which the client could have detected the defects (for hidden defects). The criterion for assertion of a claim is the timely submission of a notice of defects.

14. CONTRACT TERM

- 1 This term is concluded for the time period indicated in the order confirmation and will therefore end on the end date resulting from the order confirmation, without requiring an announcement in this regard.
- 2 The start of the contract has been agreed to by the parties as per the order confirmation.
- 3 No provision has been made for an ordinary termination of the contract on the part of the client.
- 4 At the end of the period defined by the order confirmation, the contract shall extend by another year unless one of either contract parties has not submitted a written declaration at least three months before the expiry of the term specifying that it does not wish to extend the contract.
- 5 The provider is entitled to terminate this contract with a notice period of 6 months to the end of the year, and, in the case of such a regular termination by the provider, is required to refund the pro-rata fee for the remaining contract term to the client after the termination date.

15. PREMATURE CANCELLATION

- 1 The provider may only cancel this contract for the following important causes:
 - 1.1 without setting an extension, if
 - 1.1.1 insolvency proceedings are commenced regarding the client's assets, or an application for the commencement of such proceedings is rejected due to lack of cost-covering assets, or the criteria for the commencement of such proceedings or rejection of such an application are in place, or the client suspends his payments,

- 1.1.2 the client has forwarded the access data and the data is used by third parties who are not active within the limits of the client's organization
 - 1.1.3 the client fails to meet a payment obligation from this contract upon the due date; in such case the provider is also entitled to block access until the accrued costs, plus an activation fee as per the price list, valid at the time of activation, have been paid.
 - 1.1.4 the client has filled the databases or memory with inappropriate contents (e.g. explicit, objectionable data or contents that advocate violence etc.)
- 2 The client may only cancel the contract for the following important causes:
 - 2.1 without setting an extension, if insolvency proceedings are commenced regarding the provider's assets, or an application for the commencement of such proceedings is refused due to lack of cost-covering assets, or the criteria for the commencement of such proceedings or rejection of such an application are in place or the provider has discontinued his payments;
 - 2.2 following the expiry of an extension of three months to the end of a quarter, if the provider breaches this contract and fails to repair this breach within a reasonable extension, which must be at least 14 days.

16. CONSEQUENCES OF CONTRACT TERMINATION

- 1 Following the termination of this contract regardless of the reason, e.g. due to the lapse of time, premature cancellation or termination by the provider, the client shall be responsible for the following:
 - 1.1 The client will immediately refrain from using the intangible goods rights and any computer programs of the provider that may have been provided.

17. DATA PROCESSING AND FORWARDING

- 1 The client's data will be stored and processed in a computerized form, and handled in accordance with the data protection act that applies in Austria. The client expressly agrees that his data will be used by the provider for marketing purposes for all product segments (e.g. equipment, vehicles, ...). The client will also receive the provider's newsletter, among other things. The client is entitled to revoke consent for receiving the newsletter at any time.
- 2 The provider is also entitled to forward stored, client-related data (see Item 5 (1)) to corporations, in particular to local sales and service organizations in the client's country, and the client hereby agrees to this forwarding of data and use for marketing purposes, i.e. including the receipt of newsletters, advertising emails or calls for the purpose of selling products or the offer of services offered by these sales and service organizations, as well as for service activities and analyses within the context of product improvement. The client expressly agrees to the forwarding of data to companies that are contractually bound to the provider, which place or manage the sales and service of the provider's products in the relevant country. The client is entitled to revoke this consent at any time.
- 3 The customer hereby consents to the evaluation of the data and that this evaluation may also be used anonymously in publications or presentations.
- 4 The client already now consents that his data, in particular payment methods, is forwarded to credit rating agencies.
- 5 The client also consents that the provider commissions queries of possible registries for enforcement measures or similar national provisions.
- 6 The client is aware that the data he stores on the service4fire portal or that he stores on the portal within the scope of his use, or which he stores on the service4fire PC, consists of personal information that is subject to data protection or consists of data that is not meant to be forwarded to third parties. The client commits to refrain from forwarding any of this information to third parties.
- 7 After the termination of the contract, the provider shall be entitled to delete all data that has been stored on the service4fire portal or provided within the context of the business relationship. The client shall not be entitled to the release of any data in either electronic or conventional forms. The provider shall nevertheless be entitled, provided he is legally obligated or in case it seems necessary for organizational reasons or especially in case of reasons involving data storage and long-term archiving functions, to save and use all data after the period of the contractual relationship for a period of at least 3 (three) years, including for statistical purposes.

18. OFFSET AND WITHHOLDING

- 1 Claims of the provider may not be offset.
- 2 The client shall not be entitled to a holdback right.

19. LIABILITY FOR THIRD PARTIES

- 1 In the absence of differing express provisions in this contract, the provider shall not be liable for third parties which become active in connection with this contract, even if they have been selected or recommended by him.

20. LEGAL SUCCESSION

- 1 The client is not entitled to assign and/or transfer the rights and obligations resulting from or in connection with these provisions.
- 2 The provider is entitled to assign all rights and obligations from these provisions to an affiliated company or any other company as long as this transfer warrants the performance of the subject services.

21. RIGHT TO MAKE CHANGES, FORMS, AND DEADLINES

- 1 All changes and additions to these provisions including this item must be made in writing and must be signed by both contract partners, otherwise they become invalid.
- 2 Notifications required by virtue of these provisions or by law, must be submitted by way of registered letter. The calculation of and compliance with deadlines shall be determined based on the post stamp of the post office.
- 3 Changes to these provisions may be undertaken by the provider at any time, as long as they are required as a result of changed circumstances (e.g. changes to laws or jurisprudence) and can be reasonably expected from the client. Such changes shall become effective 14 days following their publication at <http://www.service4fire> and notification by email, unless the client has objected to the relevant changes within this time period.

22. APPENDICES AND EXAMPLES

- 1 In the absence of differing provisions, all annexes for these provisions shall form an integral part.
- 2 Examples do not restrict the meaning of the provisions, but are only used for illustration purposes.

23. CONCLUSIVE CHARACTER

- 1 This contract conclusively sets out the legal relations between the contract parties in regard of Access Providing. Agreements that have been concluded prior to or at the time this contract was concluded, as well as submitted declarations or other circumstances with legal relevance, shall no longer be valid once the order confirmation has been signed. There are no verbal side agreements.

24. WAIVER OF CLAIMS

- 1 The action or omission of a contract party shall not establish a waiver of rights, unless such as expressly declared in writing.

25. WAIVER OF OBJECTION

- 1 Where permissible by obligatory law, the contract partners will refrain from objecting to this contract for the purpose of amending or cancelling the same, or to assert that the contract has not been validly established or is invalid.

26. CHOICE OF LAW

- 1 This agreement and all disputes resulting from or in association with this agreement shall be subject to the material law of the Republic of Austria (not including the applicability of choice-of-law rules and any applicable international agreements and their implementation laws, e.g. CISG).
- 2 The client shall be responsible for ensuring that relevant legal requirements or general conditions that apply in the client's country are adhered to, and in particular shall be responsible for obtaining the required approvals.

27. PLACE OF FULFILLMENT AND JURISDICTION

- 1 The registered office of the provider shall be the place of fulfilment.
- 2 The courts with subject-matter jurisdiction over the provider shall be responsible for all legal disputes relating to this contract, including the question of its validity and its pre- and post-contractual effects. However, the provider is entitled to assert his claims in front of every other court with jurisdiction, particularly the court for the client's registered office. In all cases, the client is required to assert claims against the provider at the court that has subject-matter jurisdiction over the provider.

28. SEVERABILITY CLAUSE

- 1 In the event that provisions of this contract become invalid or unenforceable, the remainder of the contract shall not be affected. These provisions will be automatically replaced by valid and enforceable provisions that most closely correspond with the intended purpose.