

## GENERAL TERMS OF USE RDS CONNECTED FLEET (GTU)

of Rosenbauer International AG, company number 78543 f, Linz regional court  
of Rosenbauer Österreich GmbH, company number 86625 s, Linz regional court  
of Rosenbauer E-Technology Development GmbH, company number 477072 b, Linz regional court

### 1. TERM DEFINITION

For the purposes of these General Terms of Use, RDS Connected Fleet (subsequently "GTU") is/are

- 1.1. "Customer" refers to the customer, buyer, contract partner.
- 1.2. "Offer" refers to binding offers from RB, which became legally effective subject matter of the contract.
- 1.3. "RDS Connected Fleet" (or a subsequent term) refers to a software for fleet management as well as for operational preparation and follow-up.
- 1.4. "Rosenbauer data center" RB's hosting platform, which provides the data for RDS Connected Fleet.
- 1.5. "RB" equates to Rosenbauer International AG or Rosenbauer Austria GmbH or Rosenbauer E-Technology Development GmbH or another company of the Rosenbauer Group.

### 2. SUBJECT MATTER OF THE CONTRACT

- 2.1. The subject matter of the contract is the transfer of use of the RDS Connected Fleet software to the customer in accordance with the scope defined in the offer.
- 2.2. RDS Connected Fleet is available as a web interface or as a mobile app for Android and iOS for download in the designated app stores. The source code is not part of the subject matter of the contract.
- 2.3. All rights to the RDS Connected Fleet software, in particular to the intellectual property as well as all copyright exploitation rights (copying, distribution etc.) are the exclusive property of RB.
- 2.4. Oherdeliverables, such as in particular hardware (e.g. PC, tablets, smartphones, etc.), services (e.g. training, service and support) are not the subject of these GTU.
- 2.5. The customer's general terms and conditions of business will under no circumstances form part of the contract and will never apply, even if RB has not expressly objected to them or does not object to them in the future, they will also not apply insofar as no deviating regulation is made in these GTU.
- 2.6. The customer alone is responsible for compliance with and fulfilment of the legal requirements or framework conditions in connection with the use of RDS Connected Fleet. In particular, attention is drawn to the fact that the use of the GNSS positioning system may constitute a control measure requiring approval within the meaning of Section 96 (1) (3) of the Labour Constitution Act (ArbVG) or Section 10 of the Labour Contract Act (AVRAG).
- 2.7. RB does not assume any warranty or liability for restrictions on the contractually agreed use of RDS Connected Fleet or individual functions that are due to country-specific legal requirements.

### 3. SCOPE OF USE

3.1. RB grants the customer the right to download, install, use and/or otherwise benefit from the functionality of the RDS Connected Fleet software in accordance with the terms of this contract. As long as the customer has obtained the RDS Connected Fleet software from RB or a third party appointed by it, and as long as the customer complies with the provisions of this contract, RB grants it a non-exclusive, single licence to use the RDS Connected Fleet software in the manner and for the purposes described in the documentation as follows:

#### 3.2. General use / availability

RB provides access to the Rosenbauer data center and RDS Connected Fleet by sending the access data (user name, password) to the "administrator" to be named by the customer. The customer itself may (i) store data therein, (ii) instruct RB to store certain data, (iii) access third party data which is read-accessed by the Rosenbauer data center. The administrator can create accesses for other users (number according to the offer) within the customer's organisation, manage them and create their own authorisation system. All obligations under this contract shall also be ensured by the customer in relation to these additional users.

RB is committed to keeping access to RDS Connected Fleet available. However, RB cannot assume any guarantee or liability for permanent availability. Availability is also dependent on the quality of access and data traffic, whereby third-party services that are not provided by RB but are also provided by the customer itself or are provided by third parties (e.g. line set-up to the Rosenbauer data center) also contribute to the availability. In particular, network overloads may occur. The customer is not entitled to any claims if access to the Rosenbauer data center is not available for a period of up to 48 hours, e.g. for maintenance or other reasons (e.g. updates, technical retrofitting etc.).

### 3.3. Intellectual property rights

The RDS Connected Fleet software and any authorised copies thereof made by the customer are the intellectual property of RB and only they are entitled to exclusive exploitation. The structure, organisation and code of the RDS Connected Fleet software constitute valuable trade secrets and confidential information belonging to RB. The RDS Connected Fleet software is legally protected. This contract does not grant the customer any intellectual property rights in the RDS Connected Fleet software, but only a right of use. All rights not expressly granted are reserved by RB.

### 3.4. Restrictions and limitations of use

#### Fair use policy

RB shall provide the customer with corresponding storage space at the Rosenbauer data center for use in accordance with the contract. The use of the storage space or the corresponding system resources is subject to a fair use policy, i.e. this is left to the customer for reasonable use within the scope of their activity as an organisation and in relation to the size of the organisation. RB is entitled to carry out appropriate clean-up of contents and data or disruptive services in the event of server stability being impaired. If certain offers and options put a strain on server stability beyond normal levels, or if commercial improvements are to be made, the scope of functions can also be changed.

#### Amendments

Modification, adaptation, translation or reverse engineering or any other action on the code of the RDS Connected Fleet software is not permitted. The customer shall not decompile, disassemble, reverse engineer and/or otherwise attempt to discover the source code of the RDS Connected Fleet software, except to the extent that it is authorised to do so under mandatory law, e.g. to decompile (Section 40e Copyright Act (UrhG)) in order to establish interoperability with the RDS Connected Fleet software.

#### Transfer

The customer may not rent, lend, sell, sublicense, assign or transfer the rights to the RDS Connected Fleet software, or authorise the copying of the RDS Connected Fleet software either in whole or in part, except as provided in these Terms and Conditions or with the express written consent of RB.

### 3.5. Upgrades/updates

RB reserves the right to make upgrades/updates to RDS Connected Fleet. This includes in particular the right to change or adjust functions, options or changes to the appearance. Insofar as the customer is not objectively placed in a significantly worse position as a result of this or upgrades/updates are reasonable for the customer due to RB's interests that are worthy of consideration, the customer cannot assert any claims from this. Interests of RB that are worthy of consideration and reasonable for the customer are in particular technical changes and changes to third-party applications that affect RDS Connected Fleet (i), as well as upgrades/updates that do not affect the functionality of RDS Connected Fleet (ii). RB will inform the customer in "release notes" about the content and purpose of these upgrades/updates. The customer acknowledges that support is only provided for the latest version.

### 3.6. Use of the contents by RB

RB is entitled to use vehicle-related data generated by RDS Connected Fleet, in particular for service, research and development purposes, irrevocably, free of charge, without restriction and to pass it on to third parties. Personal data, such as in particular data in the logbook, data from checklists or similar extensions, are not used by RB, but are only stored in the Rosenbauer data center on behalf of the customer.

## **4. BASIC TECHNICAL REQUIREMENTS**

4.1. The customer shall be responsible for checking and ensuring that the system requirements and basic technical requirements (hardware in the vehicle, end devices, software, internet connection, etc.) for the use of RDS Connected Fleet specified in the documentation and/or release notes are met throughout the entire term of the contract.

4.2. RB does not warrant and/or assume any liability for the compatibility or interoperability of RDS Connected Fleet with operating systems, add-ons, programs or other applications operated by the customer on the end device. RB does not warrant and/or assume any liability that RDS Connected Fleet will not impair the runtime behaviour and/or the executability and/or the usability of operating systems, add-ons, updates, programs or other applications on the customer's end devices.

4.3. RB will endeavour to keep RDS Connected Fleet available on the current versions of popular operating systems.

4.4. The customer acknowledges that technology changes or modifications, for example changes in network coverage, can lead to incompatibility of the hardware in the vehicle with RDS Connected Fleet.

4.5. RB provides no guarantee and/or assumes no liability if RDS Connected Fleet is impaired by third-party software (e.g. software updates, drivers, etc.) or becomes non-functional during the term of the contract. In such cases, RB will endeavour to submit a proposal for a solution to the customer, but the customer has no claim to this.

The customer is therefore solely responsible for checking the compatibility between the RDS Connected Fleet and the third-party software, or for correcting any subsequent incompatibility that may occur at a later date.

## **5. THIRD PARTY APPLICATIONS/CUSTOMER DATA**

5.1. The customer has the possibility of read access to applications, data and services or other content from third-party providers via RDS Connected Fleet (e.g. maps). RB assumes no liability for the accessibility of these applications, for their functionality, correctness, usability and completeness of this content or the data protection measures of these third-party providers. Access to third party applications and content is the sole responsibility of the customer.

5.2. All information that the customer itself manages, creates or uploads via RDS Connected Fleet (e.g. documents), as well as access for other users are not checked, maintained or controlled by RB. RB assumes no liability for the correctness and completeness of this data.

## **6. LIVE POSITION DISPLAY / GEOFENCING**

6.1. The customer acknowledges that the live position display and geofencing functions are purely information about the current vehicle position data or the information that a vehicle has left an area (geofence) defined in advance by the customer. The vehicle leaving the geofence cannot be prevented by these functions, which is why there is no anti-theft protection. In addition, the customer acknowledges that these functions are provided with content from third-party providers (maps). Any liability on the part of RB for damage or other adverse consequences for the customer (e.g. damage due to theft) due to authorised or unauthorised leaving of the geofence area is excluded.

## **7. OBLIGATIONS OF THE CUSTOMER**

7.1. The customer is obliged to ensure access to the Rosenbauer data center by means of proper contractual agreements with third parties who enable access, i.e. logically and physically establish it.

7.2. The CUSTOMER is obliged to regularly check and, if necessary, maintain access to the Rosenbauer data center as well as the hardware required for access to the Rosenbauer data center. In case of access disruptions, the customer will inform RB.

7.3. The customer is obliged to keep the contractual access data secret from unauthorised third parties. The customer is obliged to store the user name and password in such a way that access to this data by unauthorised third parties is impossible, in order to prevent misuse of access by third parties.

## **8. SERVICE LIFE**

8.1. The customer is entitled to use the RDS Connected Fleet software during the term of this contract. The contract is concluded for the duration of the offer. At the end of the term, the contract shall be renewed for a further year in each case, unless one of the two parties declares in writing by registered letter at least three months before expiry that it does not wish to renew the contract.

8.2. RB is entitled to terminate the contract prematurely by giving 6 months' written notice to the end of the year. Any rent already paid in advance will be refunded on a pro rata basis.

8.3. The right to extraordinary termination for good cause remains unaffected. Good cause shall be deemed to exist in particular if

- the customer violates contractual or legal obligations;
- insolvency proceedings are instituted against the assets of the customer, or an application for the opening of such proceedings is rejected for lack of cost-covering assets, or the conditions for initiating such proceedings or dismissal of such an application exist or the customer ceases to make payments;
- the customer has passed on the access data and these are used by third parties who are not active in the customer's organisation;
- the customer does not fulfil a payment obligation when due;
- the customer fills databases or storage space with inappropriate content (e.g. explicit, indecent data or content glorifying violence etc).

8.4. Upon termination of this contract, the customer is no longer entitled to use the RDS Connected Fleet software in any form whatsoever. RB has the right to delete all data stored in the Rosenbauer data center or made available to the customer in the course of the business relationship. The customer shall not be entitled to the surrender of any data, either in electronic or written form.

## **9. FEES**

9.1. The rental fee for RDS Connected Fleet is specified in the offer and is due annually in advance. The customer undertakes to pay RB this fee plus the statutory value added tax, together with any other applicable fees and taxes,

to the account specified. Should the customer receive a request to change their bank details, the contact person at RB must be contacted immediately. The rent shall be index-linked according to the 2015 Consumer Price Index (CPI 2015) published monthly by Statistics Austria or an index that replaces it. The starting point for the value protection calculation is the index figure announced for the month prior to the conclusion of the contract. The new index figure is the starting point for calculating further changes.

9.2. If the customer is in arrears with the payment of the agreed fee, RB is entitled to block access until receipt of the fee together with interest and any costs of pursuing the claim (e.g. collection costs, lawyer's fees, cash expenses, etc.) after setting a single period of grace. In the event that access is blocked and subsequently reinstated, the customer undertakes to reimburse all expenses and costs of reinstatement according to the current price list at that time.

9.3. If the customer fails to pay the fee, including interests and ancillary costs, even after a grace period has been set, RB is entitled to terminate the contract with immediate effect and claim damages.

9.4. The customer is only entitled to a right of set-off if and insofar as counterclaims have been legally established or recognised by RB. The customer is not entitled to withhold payments. In particular, the customer is not entitled to withhold payments due to warranty claims or other counterclaims.

## 10. DUTY TO EXAMINE AND GIVE NOTICE OF DEFECTS, WARRANTY, THIRD-PARTY PROPERTY RIGHTS

### 10.1. Duty to examine and give notice of defects

In the event of any other loss of entitlement, the customer undertakes to check the software for completeness and functionality without delay, but at the latest within 2 weeks of delivery or download. Insofar as defects are discovered in the course of the inspection, the customer is obliged, in the event of any other loss of claim, to send RB a written notice of defect without delay, but at the latest within 2 weeks of delivery, specifying the defects discovered in detail. In the case of defects that could not be detected despite proper inspection, the customer must submit a written notice of defect, specifying the defects found in detail, without delay, but at the latest within 1 week of discovery, otherwise the claim will be forfeited. If no proper inspection and complaint is made in the above sense, the customer loses all claims to warranty, compensation for damage caused by defects and consequential damage caused by defects as well as from error regarding freedom from defects.

### 10.2. Deadlines for rectification of defects

RB will commence analysis of a fault on the system within 72 hours of the fault being reported, provided that the fault is reported within the period 09:00 to 16:00 CET or CEST Monday to Thursday and 09:00 to 12:00 CET or CEST Friday. If the error message is received after these times, it is deemed to have been received on the next working day.

The following agreements apply:

Troubleshooting	Mon to Thu, 09:00 - 16:00 CET or CEST Fri 09:00 - 12:00 CET or CEST
Availability of a service employee	Mon to Thu, 09:00 - 16:00 CET or CEST Fri 09:00 - 12:00 CET or CEST
Response time	72 hours within the above periods
Service location	ROSENBAUER International AG's head office
Availability	By email to <a href="mailto:support.rds@rosenbauer.com">support.rds@rosenbauer.com</a>

### 10.3. Warranty remedies

RB exclusively guarantees that the RDS Connected Fleet software essentially fulfils the main functions and complies with the recognised rules of technology and is not afflicted with defects which nullify or reduce the value or suitability for the usual use or the use stipulated in the contract. The customer acknowledges that (i) the functionality may be limited due to installation errors, lack of interoperability with systems or programs, libraries or drivers; (ii) software can never be completely free of defects and a defect only exists if a malfunction of the RDS Connected Fleet software cannot be attributed to other influencing factors (systems, programs, etc) lying within the customer's sphere of influence; (iii) the customer loses all warranty claims if he modifies or processes the RDS Connected Fleet Software on his own authority; (iv) RB may charge the customer for the expenses incurred for verification and fault rectification at the rates applicable from time to time if an alleged defect cannot be attributed to a warranty obligation of RB after appropriate investigation. In the case of defects subject to warranty, RB is obliged to redeliver or improve within a reasonable period at its discretion. Insofar as a defect can be remedied by

the installation of a new or improved version of RDS Connected Fleet, the customer shall be obliged to accept the elimination of the defect through such a reinstallation. The enforcement of warranty claims depends on the fact that defects are reproducible.

#### 10.4. Duration of the warranty obligation

The obligation to provide a warranty exists exclusively during the term of this contract. It begins with the delivery of the RDS Connected Fleet software and ends with the ordinary or extraordinary termination or the regular end of the contract.

#### 10.5. Third-party property rights

RB warrants that the RDS Connected Fleet software is free from third-party rights that restrict or exclude use to the extent specified in the contract. If the contractual use is impaired by the property rights of third parties, RB has the right, to an extent reasonable for the customer, either to modify RDS Connected Fleet in such a way that it falls outside the scope of protection or to obtain the authority that RDS Connected Fleet can be used without restriction and without additional costs for the customer in accordance with the contract.

### **11. LIABILITY AND LIMITATION OF LIABILITY**

11.1. In cases of slight negligence, the liability of RB and its employees, contractors or other vicarious agents ("people") for property damage or pecuniary loss is excluded, regardless of whether it is direct or indirect damage, lost profit or consequential damage, damage due to delay, impossibility, positive breach of contract / claim, negligence on conclusion of contract, due to defective or incomplete performance or damage from claims of third parties against the customer. Liability for damages due to faulty data transmission or loss of data is also excluded. The existence of gross negligence or wilful intent always has to be proven by the injured party. As far as the liability of RB is excluded or limited, this also applies to the personal liability of their people.

11.2. If the customer itself is to be held liable on the basis of the Austrian Product Liability Act ("PHG") or corresponding foreign provisions, it expressly waives any recourse against RB, in particular within the meaning of Section 12 PHG or corresponding foreign provisions, unless RB's gross negligence is proven in this regard.

11.3. RB is under no obligation to check, warn and/or point out circumstances or conditions of a technical or factual nature which lie outside the agreed scope of offers and services. RB shall not be liable for any negative consequences resulting from the obvious or hidden unsuitability of the hardware and/or software, data, other materials and/or incorrect instructions provided by the customer.

11.4. All liability claims against RB are based on the amount of the net value of the individual, possibly a liability claim or limited to actual coverage by any insurance policy concluded by RB, whichever is greater.

11.5. Even in the event that an exclusion of liability is ineffective, RB is not liable in the event of force majeure (see point 12).

11.6. Liability claims against RB become time-barred 12 months after performance of the service in the case of tortious liability from knowledge or gross negligent ignorance of the circumstances, giving rise to the claim and the person liable for compensation.

11.7.

11.8. Unless otherwise stipulated in this contract, the liability of RB and its people is regulated conclusively in this Point 11. Any further liability of RB and/or its people, regardless of the legal grounds, is excluded.

### **12. FORCE MAJEURE**

Except for the payment of the agreed consideration as set out in the offer, neither party shall be liable to the other party for any failure or delay in performance under the contract due to unforeseeable events of an extraordinary nature beyond the control of the parties. Force majeure shall in particular include circumstances such as labour disputes and all circumstances otherwise independent of the will of the party, such as natural disasters, black-out, fire, mobilisation, confiscation, pandemics, terrorist attacks, embargo, insurrection, acts similar to war or civil war, travel warnings.

### **13. APPLICABLE LAW AND PLACE OF JURISDICTION**

13.1. This contract and all other contractual relationships (including initiation, conclusion, performance, cancellation and formation) between the parties shall exclusively be governed by the Austrian substantive laws excluding the UN Convention on Contracts for the International Sale of Goods and the conflict of law rules.

13.2. All disputes arising out of this contract, its conclusion, execution and cancellation are the exclusive responsibility of the relevant court in Linz, Austria, but RB is entitled to appeal to the customer's competent court instead.

### **14. FINAL PROVISIONS**

14.1. The place of fulfilment for all obligations of the parties arising from or in connection with this contract is the registered office of Rosenbauer International AG.

14.2. This contract is conclusive with regard to its subject matter. Oral ancillary agreements, of whatever kind, do not exist at the time of conclusion of this contract. Changes to this contract must always be in writing. This shall also apply to any agreement to deviate from this written form requirement.

14.3. The application of Sections 9 and 10 of the E-Commerce Act (ECG) is excluded to the extent permitted by law.

14.4. Any fees, taxes etc. are borne by the customer.

14.5. Should individual provisions of this contract be wholly or partially invalid or unenforceable, the validity and enforceability of all other provisions of this contract shall not be affected. The ineffective or unenforceable provision will automatically be replaced by an effective and enforceable provision that comes closest to the economic purpose pursued by the parties with the ineffective or unenforceable provision. This shall also apply if the invalidity or unenforceability of a provision is based on a measure of performance or time standardised in this contract. In such cases, a legally permissible measure of performance and time as close as possible to the desired is to be regarded as agreed. The same shall apply if a loophole should arise in this contract that requires supplementation.

14.6. Both parties undertake to notify changes of address / email address to the other party without delay. A legal action shall be deemed to have been performed if it has been demonstrably sent by a party to the above-mentioned or an updated address / email address and could not be received there, as the address / email address had since changed, and no notification about this had been sent.

14.7. Notifications by the parties, which must be made in writing, may also be made in writing by email, i.e. in text form.

14.8. This contract is issued originally in German. An English version, if attached, is only a translation aid. In case of doubt, the German version alone is authoritative.

14.9. In all other respects, RB's General Terms and Conditions shall apply in the version valid at the time, which can be downloaded from [www.rosenbauer.com/agb](http://www.rosenbauer.com/agb) including the following pages.