



MAN Perform Service T&Cs

(the "Service T&Cs")

1 Subject

- 1.1** These MAN Truck & Bus SE ("**MAN T&B**") Service T&Cs govern the provision of the MAN T&B services described in Section 0 by MAN T&B to the user via the RIO platform run by TB Digital Services GmbH (hereinafter referred to as "**TBDS**"), Oskar-Schlemmer-Str. 19-21, 80807 Munich, Germany. They represent an individual agreement in addition to the RIO Platform T&Cs already concluded between the user and TBDS.
- 1.2** Unless otherwise expressly stipulated in these Service T&Cs, the provisions of the RIO Platform T&Cs already concluded between the user and TBDS shall apply to these Service T&Cs. The terms defined in the RIO Platform T&Cs shall also apply to these Service T&Cs.
- 1.3** The Service T&Cs are agreed via the RIO platform in accordance with the regulations in Section 2.2 of the RIO Platform T&Cs.
- 1.4** Once the MAN vehicle(s) has/have been set up in the RIO administration area on the RIO platform, the user must click on the relevant button in the market place of the RIO platform in order to purchase MAN Perform. The user must confirm these Service T&Cs, including the service description, when he activates the product. The contract concerning the MAN Perform service shall only be formed after confirmation of acceptance by MAN T&B (the user shall be informed of this in writing, by e-mail or via the RIO platform). In addition, following the submission of an offer by the user and prior to acceptance of that offer by MAN T&B, the latter reserves the right to check the user's creditworthiness and VAT ID, and to perform sanctions list screening in respect of the user. MAN T&B also reserves the right to perform a VAT ID check, credit check and/or sanctions list screening at regular intervals following acceptance of the offer.
- Use of the service shall be subject to there being no impediments to fulfilment due to national or international regulations, particularly export control regulations or embargoes or other legal restrictions. The user undertakes to provide all information and documents that are required for the use of the service. Any delays due to export checks or approval procedures shall result in the temporary suspension of the service. In the event that the necessary approvals are not granted, the Service T&Cs shall be deemed not to have been concluded; claims for compensation in this regard and in connection with missed deadlines as referred to above shall be excluded.
- 1.5** Section 312i(1)(1)(1)-(3) and Section 312i(1)(2) of the German Civil Code shall not apply with regard to the conclusion of these Service T&Cs.



2 MAN T&B service

2.1 MAN T&B shall provide the user with the following MAN T&B services during the term of these Service T&Cs.

Designation	Brief description
Perform	As an add-on to the operational analysis function provided in MAN Essentials, MAN Perform enables access to and the storage period of data from the MAN Essentials service to be extended to a maximum period of three months, the provision of further functions and further data such as a driver assessment.

Important note: With regard to the requirements under data protection law, we expressly refer to section 8 of the Platform T&Cs. The user remains responsible under data protection law for data processing within the scope of the commissioned data processing activities by TBDS, and guarantees the permissibility of the processing of the personal data of the data subjects (driver and any other persons). This includes the user's comprehensive obligation to inform the data subjects and the establishment of a legal basis under data protection law.

The latest version of the detailed service specification, in addition to the technical requirements and fee payable for using the service, can also be viewed on the RIO platform's Marketplace at <https://rio.cloud> and are available for download.

2.2 The availability of the RIO platform for the MAN T&B services to be provided via the platform is determined in accordance with Section 3.2 of the RIO Platform T&Cs.

3 Fee

3.1 The fee payable for the MAN T&B services shall be based on the rates listed on the platform at <https://rio.cloud>, and is subject to statutory sales tax (VAT). Payment shall be settled pro rata temporis for months in which a MAN T&B service was contracted for only a portion of the month.

3.2 The user must make the payment upon issuing of the invoice by MAN T&B to the payment service provider specified in Section 4.2 of the RIO Platform T&Cs. This payment shall fulfil the user's obligation vis-à-vis MAN T&B.

3.3 If the user is in default of payment despite previous appropriate written warnings from MAN T&B, the latter may, upon further advance notice of at least one (1) week, suspend its provision of the MAN T&B services under these Service T&Cs until payment is received.

3.4 The prices and the aforementioned payments shall exclude statutory value-added tax or comparable taxes. Taxes of this nature shall be charged to the user by MAN T&B in addition to the agreed payment.

In the event that a reverse charge mechanism or a comparable simplification method is to be used (according to which the recipient of the supply or the service is obliged to submit a self-declaration or to deduct value-added tax or comparable taxes), the user must perform the self-declaration or submit the tax deduction to the competent tax authority within the prescribed period. In the event that a mechanism of this nature is to be used on an optional basis, the parties shall agree upon the application of that mechanism. Irrespective of this, the prices and payments shall, in both cases, be calculated without value-added tax or comparable taxes, and payments made by the user to MAN T&B shall be equal to the contractually agreed price, without any deductions.



- 3.5** The user and MAN T&B shall each be responsible for their own income taxes based on their respective earnings.

The prices and the aforementioned payments shall be understood to be exclusive of withholding tax or comparable taxes. Should the payment be subject to statutory withholding tax, the user shall not be permitted to deduct withholding tax deduction amounts, in accordance with the law of the country in which it is based, from the payment made to MAN T&B. In addition to the payment of the agreed amount to MAN T&B, the user must pay taxes of this nature from its own account to the appropriate authorities on behalf of MAN T&B.

Should a Double Taxation Agreement (“DTA”) exist between the countries in which MAN T&B and the user are based, the user shall be permitted to pay the maximum withholding tax contribution provided for in the applicable DTA to the appropriate authorities, provided the conditions for a reduction in withholding tax (where applicable to zero) are present. The user shall be responsible for fulfilling the formal requirements for a reduction in withholding tax (where applicable to zero). Upon conclusion of an agreement, MAN T&B shall provide the user with a tax residence certificate.

The user shall undertake to provide MAN T&B with official proof of the tax paid on behalf of MAN T&B and to provide such proof immediately and without a request having to be made in that regard. In the event that official proof is not provided or is provided late, the user must hold MAN T&B harmless with regard to any loss or damage resulting from the failure to provide proof or the late submission of that proof.

4 Changes

- 4.1** Amendments to the Service T&Cs require the agreement of both parties, unless otherwise provided for in Section 4.
- 4.2** As part of its provision of the MAN T&B services, MAN T&B may make appropriate technical modifications, particularly to the extent that these are necessary to improve functionality or comply with legal requirements.
- 4.3** As part of its provision of the MAN T&B services, MAN T&B may also make changes to the content, provided this does not reduce the range of services for the user with regard to their use of the service and provided the user has not objected to that change in accordance with Section 4.4 below.
- 4.4** The user shall be notified in writing of reasonable changes to the services and appropriate price increases as part of the provision of the MAN T&B services and shall be given the chance to object to a change within six (6) weeks. If no objection is made (in writing or by e-mail) to a reasonable change to a service/price increase within that six (6) week period, the change to the service/price increase shall be deemed to have been accepted, provided the user was made aware of this legal consequence when he was notified of the change. Should the user object to a change to a service/price increase, MAN T&B shall be entitled to immediately terminate the Service T&Cs vis-à-vis the user; in addition, the user shall be entitled to effect the ordinary termination of the Service T&Cs at any time or to deactivate MAN Essentials on the RIO platform.

5 Warranty and liability

5.1 Warranty

- 5.1.1** The user shall inform MAN T&B immediately in the event of a fault with the MAN T&B services. MAN T&B shall rectify any faults with the MAN T&B services within a reasonable period of time.



Should MAN T&B fail to rectify a fault within a reasonable period of time on two (2) occasions, the user shall be entitled to effect the extraordinary termination of these Service T&Cs.

Other claims by the user shall be governed in accordance with Section 5.2.

- 5.1.2 Claims for defects shall be excluded, provided the cause lies with the user or one of their vicarious agents.

5.2 Liability

MAN T&B shall be liable for loss or damage that is attributable to intentional acts and/or gross negligence on the part of MAN T&B or its vicarious agents. Liability is excluded for loss or damage caused by MAN T&B or its vicarious agents due to ordinary negligence since the service is provided free of charge. MAN T&B shall only be liable for loss or damage resulting from failure to act with the usual due diligence on the part of MAN T&B or its vicarious agents if a cardinal obligation has been breached. Cardinal obligations are essential contractual obligations that ensure due implementation of the contract in the first place and the observance of which the user has relied upon and was entitled to do so.

In the event of a breach of these cardinal obligations caused by ordinary negligence, MAN T&B's liability shall be limited to typically foreseeable loss or damage. Otherwise, MAN T&B's liability for ordinary negligence is excluded.

If a MAN T&B service is provided free of charge, the conditions apply: In the event of a breach of these cardinal obligations caused by ordinary negligence, given the fact that the MAN T&B service is provided free of charge, MAN T&B shall also only be responsible for exercising a degree of care that MAN T&B itself applies to its own affairs.

5.3 Other exclusions

- 5.3.1 MAN T&B shall not be liable for the proper condition of vehicles belonging to the user for which the MAN T&B services are provided. The MAN T&B services are purely intended to provide support to the user; responsibility for compliance with regulations and for the use and condition of the vehicles remains with the keeper or driver. The provision of RIO boxes and/or RIO transmitter units does not constitute an integral part of these Service T&Cs. No warranty shall be provided and/or no liability assumed under the terms of these Service T&Cs in this regard.
- 5.3.2 Likewise, no warranty shall be provided and/or no liability assumed under the terms of these Service T&Cs for defective MAN T&B services (particularly for missing or incorrect data) and/or for damages resulting from malfunctions and/or breakdowns of the vehicles, RIO boxes and/or RIO transmitter units, and/or from incorrect data input by the user.
- 5.3.3 Likewise, no warranty shall be provided and/or liability assumed under these Service T&Cs if for whatever reason the user is not notified of an upcoming maintenance appointment resulting in loss or damage for the user.

6 Term and termination

6.1 Term

These Service T&Cs are concluded for an indefinite period.

6.2 Termination



- 6.2.1 The user has the right to effect the ordinary termination of these Service T&Cs at any time without observing a notice period vis-à-vis MAN T&B; the user may also terminate these Service T&Cs by deactivating the service on the RIO platform.
- 6.2.2 MAN T&B has the right to effect the ordinary termination of these Service T&Cs, subject to a notice period of three (3) months to the end of the month.
- 6.2.3 The right to termination for good cause remains unaffected for both parties.
- 6.2.4 Termination of these Service T&Cs, whatever the reason, shall not affect the RIO Platform T&Cs and, where applicable, other concluded Service T&Cs concerning other MAN T&B services. However, if the RIO Platform T&Cs are terminated for whatever reason, these Service T&Cs shall also come to an end at the same time.
- 6.2.5 The provision of the MAN T&B services under these Service T&Cs is dependent on the conclusion and continued applicability of the following other Service T&Cs (with MAN T&B or third parties): **RIO Platform T&Cs**, MAN Essentials. If the said other Service T&Cs are terminated for whatever reason, these Service T&Cs shall also come to an end at the same time.
- 6.2.6 The provision of the following other MAN T&B services and/or third-party services are dependent on the conclusion and continued applicability of these Service T&Cs: MAN Essentials. If these Service T&Cs are terminated for whatever reason, the other MAN T&B services and/or third-party services and any other related Service T&Cs concluded shall come to an end at the same time.

7 Confidentiality

- 7.1 MAN T&B and the user shall each undertake to refrain from disclosing confidential information regarding the other party and to only use such information for the purposes of implementing these Service T&Cs and for the objective they are intended to achieve. This obligation shall continue to exist for a period of three (3) years following the termination of the agreement.
- 7.2 The confidentiality requirements set out in Section 7 above shall not apply in the event that the confidential information (i) was already known to the other party at the time that the Service T&Cs were concluded, and evidence can be provided of this, or was disclosed at a later date by a third party without any breach of the confidentiality agreement having taken place, (ii) was already in the public domain at the time that the Service T&Cs were concluded or entered into the public domain at a later date, provided this did not occur as a result of a breach of these Service T&Cs, (iii) is able to be used by a party with the prior consent of the other party for purposes that are not covered by these Service T&Cs, or (iv) must be disclosed as a result of a legal obligation or an order issued by a court or an authority; where permissible and possible, the party obliged to disclose the information must inform the other party of this in advance and provide them with the opportunity to take action to prevent the disclosure.

8 Other provisions

- 8.1 In the event that the MAN T&B services become unavailable as a result of force majeure, MAN T&B shall be released from its obligation to ensure the availability of the MAN T&B services for the duration and within the scope of the impact of the case of force majeure, provided MAN T&B has taken appropriate steps to prevent the consequences of this. Force majeure shall be understood to be any event over which MAN T&B has no influence and that fully or partially prevents MAN T&B from fulfilling its obligations; this includes fire damage, floods, strikes and lawful lockouts, as well as disruptions to operations for which it is not at fault or official decrees. This also includes failure of the RIO platform due to force majeure.



MAN T&B shall immediately inform the user of the occurrence and rectification of a case of force majeure and shall make every effort to rectify the case of force majeure and to limit its impact as far as is possible.

- 8.2** Should individual provisions of these Service T&Cs be or become invalid, either in whole or in part, this shall not affect the validity of the remaining provisions. The parties shall agree to replace the invalid provision with an appropriate provision that most closely approximates to the sense and purpose thereof. Any loopholes in these Service T&Cs shall be closed accordingly.
- 8.3** MAN T&B is entitled to transfer rights and/or obligations under these Service T&Cs, either in whole or in part, to companies which are affiliated with MAN T&B within the meaning of §§ 15 ff. of the German Stock Corporation Act (AktG). The user is entitled to terminate these Service T&Cs in the event of a full transfer of all rights and obligations.
- 8.4** The user is not entitled to transfer rights and/or obligations under these Service T&Cs, either in whole or in part, to third parties without the prior written consent of MAN T&B.
- 8.5** Any amendments and supplements to these Service T&Cs must be made in writing. The same shall apply with regard to any agreement to cancel this requirement for the written form.
- 8.6** These Service T&Cs are available in the relevant languages; in the event of discrepancies, the original German version shall prevail.
- 8.7** These Service T&Cs are subject to the law of the Federal Republic of Germany (with the exclusion of the conflict of laws). The exclusive place of jurisdiction for any disputes arising from or in connection with these Service T&Cs shall be Munich, Germany.

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