

Terms of Use

UTA SmartConnect®

Preamble

UTA SmartConnect® (hereinafter referred to as the "Software") is a telematics software which makes it possible to locate the trucks equipped with it by means of GPS. In addition, the Software offers further fleet management functions.

1. Subject matter

1.1 UTA shall transfer to the customer the non-assignable and non-exclusive right to use the above-mentioned software including any designated additional programmes and the respective associated material.

1.2 These provisions shall apply accordingly to additional programmes, options to the software, etc., which the customer decides to use at a later point in time.

2. Delivery

2.1 UTA shall provide the customer with a link to the programme. The customer shall receive the required access data from the platform operator.

2.2 UTA shall deliver documentation material (operating instructions) in electronic form for the agreed programmes.

2.3 Improved versions of the programmes shall be provided by the platform operator.

3. Scope of the right of use

3.1 The customer is exclusively entitled to the internal use of the programme provided to him and the associated use within the scope of the programme description / user documentation.

3.2 Simultaneous use of the programme on another computer or on other computers is permitted.

3.3 The customer is not authorised to make any changes to the programme code, not even for the purpose of error correction.

4. Warranty

4.1 UTA does not guarantee that the software provided fulfils the agreed functions. A prerequisite for the warranty is a corresponding software transfer contract as well as a contractual use according to this transfer contract.

4.2 UTA shall correct any errors communicated to it, if possible.

4.3 UTA does not warrant that the transferred version meets the specific

requirements of the customer.

5. Property rights of third parties

5.1 UTA shall indemnify the customer against all claims of third parties against the customer arising from the infringement of property rights in the programmes provided in their contractual version.

5.2 UTA shall be entitled to carry out necessary software modifications at its own expense on the customer's premises on the basis of third party property right claims.

6. Ownership and right to software

6.1 The software provided to the customer, including the entire documentation, shall remain the property of UTA.

6.2 UTA shall remain the owner of all rights to the programmes provided to the customer, including the respective associated material, even if the customer modifies them or combines them with its own programmes or those of a third party. In the event of such modifications or connections as well as in the event of the creation of copies, the customer shall affix a corresponding copyright notice.

7. Remuneration

7.1 The use of the programme is subject to a monthly usage fee.

The amount of the fee and any additional services can be found in the overview of fees.

8. Liability of UTA

8.1 UTA does not assume any liability for possible malfunctions of the software and damages resulting therefrom.

8.2 UTA shall assume liability for direct personal injury and property damage caused to the customer by intent, gross negligence, or slightly negligent breach of material contractual obligations. Direct damage is that expenditure which is necessary to restore the damaged goods.

9. Obligations of the customer

9.1 The programmes provided may not be made accessible to third parties, either in whole or in part.

9.2 The customer shall not change any markings, copyright notices and proprietary notices of UTA on the programmes in any form.

10. Duration

10.1 The software may be terminated by the customer monthly.

10.2 If an order is placed before the 23rd of each month, the entire month shall be invoiced. If an order is placed after the 23rd of each month, the invoice shall be issued

at the beginning of the following month.

11. General Provisions

11.1 These supplementary terms and conditions govern all rights and obligations of the parties with respect to the Software. Amendments and supplements are only effective in writing and must be signed by both parties.

11.2 In addition to the supplementary conditions listed here, the law of the Federal Republic of Germany shall apply. The place of performance and jurisdiction for all disputes arising from this agreement shall be Aschaffenburg, provided that the customer is a merchant or a legal entity under public law. The application of the UN Convention on Contracts for the International Sale of Goods of 11.4.1980 (CISG) is waived.

1.3 Should individual provisions of these terms and conditions not be legally effective or lose their legal effectiveness due to a later circumstance, or should a loophole be found in these terms and conditions, this shall not affect the legal effectiveness of the remaining provisions. In place of the invalid provision or to fill the gap, an appropriate provision shall apply which, as far as possible, comes as close as possible to what the parties would have intended if they had considered this point.

12. Use of data

12.1 In the course of using the UTA SmartConnect® service, data is collected. This data may be stored for a certain period of time and may be viewed and used to improve the software.

12.2 A detailed overview of this data use can be requested from UTA.