

TERMS & CONDITIONS JIFELINE REMOTE DIAGNOSTICS

1. DEFINITIONS

The following definitions are used in these terms and conditions:

- A. "Partner": Jifeline Remote Diagnostics B.V., a company which its registered office at Werkendam, The Netherlands, registered under number 81378378;
- B. "End User": a natural or legal entity (usually a vehicle service centre, workshop or garage), to which Partner provides remote electronic programming and/or vehicle diagnostics services by using the VCI;
- C. "Authorised Users": End User's employees authorised by Partner to use the Services;
- D. "Customer Portal": an online application designed to be used in connection with the VCI, accessible by End User by logging in via a web browser using its own device (pc, laptop, tablet, smartphone) or the VCI (version with an integrated tablet), in which portal End User can select Services offered by Partner;
- E. "End User Data": the data, which may constitute personal data, made available by the End User relating to inter alia any vehicle errors, location(s) and drivers/owners, which may be accessible by Partner for the purpose of using and improving the Services;
- F. "Fees": any periodic or one-off fees payable for the use of the Services;
- G. "Hardware": the VCI and optional additional technical equipment, required for the End User to use the Services;
- H. "OBD-II": a physical connector/outlet in a vehicle, used for reading and/or programming vehicle electronics (on-board diagnostics);
- I. "Services": the different remote services provided by Partner to End User like coding, programming, diagnosing, calibrating the vehicle or components thereof, in order for End User to service vehicles;
- J. "Terms and Conditions": these terms and conditions.
- K. "VCI": Vehicle Communication Interface;
- L. "Vehicle Communication Interface": the diagnostic interface (hardware), with or without an integrated tablet, provided by Partner to End User, that can be connected to the OBD-II port enabling Partner to communicate with the vehicle's electronic control units and that is also connected to the digital infrastructure of the Partner;

2. GENERAL

2.1. The Terms and Conditions apply to all offers and invitations of the Partner, Services rendered by the Partner and any contracts with Partner. Any terms and conditions of the End User are inapplicable.

2.2. If at any time any provision of these Terms and Conditions proves to be entirely or partially void or voidable, the other provisions shall fully remain in force. Partner and the End User shall negotiate a new provision to replace the void or voidable term, which as closely as possible approximates the purpose and the essence of the original provision.

2.3. Partner is allowed to add or amend the Terms and Conditions. Any amendment and/or addition will be binding on the End User, but not earlier than two weeks after the End User has been notified in writing of the amendment or addition.

2.4 These Terms and Conditions are also stipulated for the benefit of any persons, or legal entities, who are in any way involved in the performance of Services to End User and/or the supply of any Hardware to End User, or for whose acts or omissions Partner may be liable. This includes the management of Partner, employees of Partner and/or any group companies of Partner.

3. THE SERVICES

3.1. Subject to these Terms and Conditions, Partner grants End User a non-exclusive, non-transferable right to access the Services and use the Customer Portal, by the (number of) Authorised Users, solely for the intended purposes, being the remotely rendering of Services to vehicles of customers of the End User. The Hardware and Customer Portal shall be used only by Authorised Users in End User's business or organisation and shall not be used to provide services to any third party.

3.2. In relation to the Authorised Users, End User shall ensure that:

- a. it will not allow an Authorised User's account to be used by more than one unique individual at a time.
- b. each Authorised User shall keep a secure password (if applicable) for his use of the Service and that each Authorised User shall keep his password confidential;
- c. it shall maintain a written, up to date list of current Authorised Users and provide such list to Partner within five (5) business days of Partner's written request at any time;

3.3. The Customer Portal, associated software, documentation specifications and features may be subject to updates and reasonable changes at any time with and without prior notification.

3.4 Partner reserves the right, in its reasonable discretion, to temporarily suspend End User's access to and use of the Services: (a) during planned downtime for upgrades and maintenance to the Service, subject to Partner's discretion, of which Partner will use commercially reasonable efforts to notify End User in advance; (b) during any unavailability caused by circumstances beyond Partner's reasonable control, such as, but not limited to, force

majeure, acts of government, acts of terror or civil unrest, technical failures beyond Partner's reasonable control (including, without limitation, inability to access the Internet and /or disrupted energy supply), or acts undertaken by third parties, including without limitation, distributed denial of service attacks; or (c) if Partner suspects or detects any malicious software connected to End User's account or use of the Service by End User or Authorised Users, notwithstanding other sections in these Terms and Conditions regarding the suspension of access.

3.5. Partner will use commercially reasonable efforts to make the Services available and to schedule planned downtime during weekends (Central Europe Zone) and other off-peak hours. In the event that Partner temporarily suspends End User's access or use of the Service, Partner will use best efforts to notify End User upfront, in which case Partner will provide an estimation of the duration of the suspension.

3.6. The Services are provided "as is". Partner does not guarantee the timeliness, sequence, accuracy or completeness of the Services. Neither the Services nor any communication in that context shall create a warranty or extend any existing warranties.

4. USE OF THE SERVICES AND HARDWARE

4.1. Partner will make reasonable efforts to successfully perform the Service selected by the End User within a reasonable timeframe. However, Partner cannot guarantee the successful execution of the Service as it depends on various circumstances, some of which are beyond Partner's control.

4.2. Partner has the right to subcontract (outsource) the Service requested by the End User to a third party with or without informing the End User thereof..

4.3. The VCI and Customer Portal may only be used by Authorized Users who are trained, fully qualified automotive technicians with up-to-date skills. The Authorized Users are required to strictly follow all instructions given by Partner via the Partner Portal or via its employees.

4.4. The End User is responsible for using the VCI in a safe workshop environment. The VCI must not be used while the vehicle is in motion. If the End User chooses to use the VCI while the vehicle is driving, the End User assumes full responsibility for any consequences or damages that may result from such use.

4.5. The VCI must not be disconnected during a session. The vehicle must have sufficient voltage during the use of the VCI, meaning at least 12 volts for a vehicle with a 12-volt circuit and at least 24 volts for a vehicle with a 24-volt circuit.

4.6 The Partner shall not render any Services to vehicles situated outside the European Economic Area. End User will not order any Services for vehicles situated elsewhere.

5. FEES AND PAYMENT

5.1. Payment for Fees is by direct debit. All other payments, including invoices for the sale of Hardware, must be made within 30 days of the invoice date in a manner specified by Partner and in the currency invoiced.

5.2. The Fees set out in the Customer Portal apply to any ordered Services. End User agrees to and shall pay all Fees for Services rendered as well as any periodic fees agreed upon in accordance to Partner's most recent price list as published on the Customer Portal. Partner may adjust its price list and Fees from time to time. The new prices will apply for any Services ordered and any agreed periodic Fees becoming due as of the moment of publication of the new prices list in the Customer Portal.

5.3. In the event that the Service selected by the End User is not successfully performed, the costs for this specific Service will not be charged to the End User. However, Partner is entitled to charge reasonable compensation to the End User for the time spent by its employees in the attempt to perform the Service.

5.4. End User is not entitled to set off any sum against the amount it owes to Partner. Any objection concerning the amount does not suspend the obligation to pay.

5.5. If End User fails to comply with its obligations in time or at all, it (a) will be in default without any further notice being needed, (b) the statutory interests as meant in clause 6:199a of the Dutch Civil Code will be due until receipt of full payment and (c) End User will be liable for all costs reasonably incurred by Partner in obtaining payment including full judicial and extrajudicial collection costs.

6. OBLIGATIONS OF END USER

6.1. End User shall not alter, modify or reverse engineer or permit anyone to alter, modify or reverse-engineer, any Hardware or software of Partner in any way.

6.2. End User shall not request, permit or authorise anyone other than Partner to provide maintenance and support services in respect of the Hardware or software of Partner.

6.3. End User shall cooperate fully with Partner's personnel in diagnosis of any error in relation to the Services or Hardware used.

6.4. End User shall make available to Partner free of charge any information reasonably required by Partner to enable Partner to perform the Services, including without limitation remote access to any testing environment, computer runs, printouts, office accommodation and photocopying.

7. HARDWARE WARRANTY

7.1. The Hardware supplied by Partner shall meet the specifications agreed upon or in any case be fit for purpose (thus enabling the End User to use it together with the license to obtain access to the Customer Portal so that the Partner can perform its Services within the European Economic Area) at the time of delivery. Delivery will be made EXW as meant in the Incoterms 2020.

7.2. Partner guarantees that the Hardware supplied by it is free from design, material and manufacturing errors for a period of 12 months after the date of delivery.

7.3. End User shall inspect the Hardware upon delivery and report any complaints to Partner without delay, but in any event no later than 8 days from delivery.

7.4. Hardware sent to Partner for a warranty assessment or other reason must be shipped at End User's cost and at its risk, in accordance with Partner's instructions.

7.5. If End User wishes to invoke the warranty regarding the Hardware, it shall demonstrate – to Partners satisfaction – that the Hardware contains an error. The obligations of Partner under the warranty do not extend beyond, at the discretion of the Partner, repairing the delivered Hardware, supplying new parts in order to remedy such error, supply of a replacement or restitution of the purchase price.

7.6. The warranty shall not apply if End User has used the Hardware in breach of the Agreement (which is, amongst others but not limited to, by using it for other purposes than rendering Services within the European Economic Area) or applicable guidelines, manuals and/or specifications.

7.7. The warranty shall not apply if the Hardware is not supplied by Partner or if a third party carries out or has carried out repairs or work on the Hardware without prior written permission from Partner.

7.8. After the warranty term has expired, all costs for repair or replacement, including administrative and shipping fees, shall be borne by the End User.

8. INDEMNITY

8.1. End User represents and warrants to Partner that it has, and shall retain throughout the period it has access to the Customer Portal, all right, title and authority to enter into, and perform, all of its obligations to purchase the Services and comply with any other agreement (including the purchasing of Hardware) it enters into with Partner.

8.2. End User represents and warrants that when ordering Services and/or performing its duties under any agreement with Partner: (a) it complies with, and shall continue to comply with, all laws and regulations as may be applicable to the Services; (b) in the performance of services to its End Users it shall obtain any required permits and permissions; (c) it shall not infringe any intellectual property rights, cause injury to or invade the privacy of any third party, misuse or publish any information of the Partner it may expect to be confidential or has been declared confidential by Partner.

8.3. End User shall indemnify Partner (and its employees, vendors, directors and agents) from and against any liability, damage, expense, claim or cost (including reasonable legal fees and costs) suffered by Partner arising from: (a) breach of (any of) the warranties included in these Terms and Conditions, including but not limited to a breach of clauses 3.1 (prohibition to allow others access), 10 (Data Protection) or a violation by End User of applicable laws or regulations.

9. LIABILITY

9.1. The liability of Partner for any shortcomings in Services rendered or any other failure to comply with any agreement with End User and/or tort, negligence, pre-contract or other representations or otherwise arising out of any agreement with End User shall be limited to the amount invoiced and paid by End User over the 12 months preceding the time at which the liability arises.

9.2. Partner shall never be liable in contract, tort (including negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise for: (a) any economic losses (including loss of revenues, profits, contracts, business or anticipated savings); or (b) any special, indirect or consequential losses; whether or not such losses were known to the End User and/or Partner at the commencement of any agreement between Partner and End User..

9.3. Partner is not liable if the Services and the Hardware have been used by others than Authorised Users as meant in clause 3.1. While the Service and/or Hardware of the Partner can provide valuable assistance to the End User, End User remains responsible to use it professional expertise and decision-making in the field. Partner is not liable for any direct or indirect damage when the Services or VCI are used in violation of the terms outlined in these Terms and Conditions. Partner will not be liable for any suspension of its Services or inability to render its Services or perform any other obligation towards End User in case any of the circumstances as meant in clause 3.4 is present.

9.4. Partner does not assume any liability if the Services are not available due to delays or omissions by or inaccuracies of any third party involved in the provision of the Service.

9.5. Nothing in this limitation of liability shall exclude or limit liability for any damage that is the result of the wilful intent, deliberate recklessness or gross negligence of Partner. .

10. DATA PROTECTION

10.1. Partner shall use the End User Data acquired during the performance of the Services by the End User in accordance with the applicable legislation governing privacy and personal data protection.

10.2 The privacy statement of Partner applies to all data processing by Partner. End User will enter into a data processing agreement with Partner as Partner might, in order to render the Services, obtain data on the customers of the End User.

10.3 If the End User requires Partner to render Services for which the Partner needs access to the security related OBD-information of a vehicle, such as for Services regarding motor control

equipment, electronic immobilisers, keys, locking devices and other vehicle-unique electronic components, the End User will verify the identity document and the registration document (including the VIN-number) of the vehicle owner prior to the Services being performed. Partner will not render any such Services if the chassis number present on the vehicle does not match the chassis number stated in the registration document. The End User will be required to cooperate to the instructions of the Partner to verify the above match, store the relevant data and to avoid abuse and/or inter alia servicing stolen cars or the use of components that were not legally obtained. If the End User requires the programming of electronic components, it will (next to the verification of the identity document and registration document) verify proof of purchasing through the regular channels and register the chassis number of the vehicle before the Services is rendered. Partner is at any time (with and without reason) free to refuse to render Services for which the Partner needs access to the security related OBD-information of a vehicle.

11. GENERAL

11.1. Amendments to any agreement between Partner and End User and/or deviations from these Terms and Conditions shall only be valid if agreed in writing by both parties.

11.2. Partner is entitled to assign its rights and obligations under any agreement with End User, as well as any such agreement itself, to any third party.

11.3. Any delivery and response dates/times communicated by Partner are indicative, not of the essence and will not constitute a fatal term, unless explicitly agreed otherwise between the parties.

12. APPLICABLE LAW AND JURISDICTION

12.1. Any Services rendered and any agreement with or offer of the Partner to which these Terms and Conditions apply, including any claims resulting therefrom, shall be governed by, and construed in accordance with, the laws of The Netherlands.

12.2. All disputes arising out of or in connection with any agreement with Partner, any supply of Partner and/or any Services rendered by Partner shall be submitted exclusively to the competent court of Amsterdam, The Netherlands, notwithstanding the right of appeal.