

General Terms and Conditions for the Provision of Remote Services



1. Preamble

These General Terms and Conditions (hereinafter referred to as "GTC") concern the provision of Remote Services by Hella Gutmann Solutions GmbH (hereinafter referred to as "Service Provider"). The Remote Services include in particular the remote diagnosis and remote programming of vehicles via a remote connection between a diagnostic device and a diagnostic interface of the vehicle. These GTC are intended to ensure the smooth performance of the Remote Services.

These GTC also govern the obligations of HGS partners in the event that Remote Services are provided for the benefit of customers of these HGS partners.

1.1 Definitions

- 1.1.1 **Service Provider:** Hella Gutmann Solutions GmbH, Am Krebsbach 2, 79241 Ihringen, Germany.
- 1.1.2 **User:** Any natural or legal person who makes use of the Remote Services via the Hardware.
- 1.1.3 **Remote Services:** Services provided by the Service Provider by means of a remote connection between a diagnostic device and the diagnostic interface of a vehicle, in particular, but not limited to, remote diagnosis and remote programming of a vehicle.
- 1.1.4 **Diagnostic interface:** The interface of the vehicle to which the Hardware is connected, regardless of whether it is an OBD interface, an interface for an Ethernet connection, an interface for an over-the-air connection or another interface.
- 1.1.5 **Remote Center:** A center from which the remote experts provide the Remote Services.
- 1.1.6 **Ticket screen:** A web-based User interface via which the User communicates with the Remote Center, manages the Remote Services and can view all documented processes. The User can use the ticket screen to communicate with the remote experts in the Remote Center via chat using a PC, smartphone or tablet. The ticket screen can also be a ticket screen branded for an HGS partner, which is administered by the Service Provider.
- 1.1.7 **Remote expert:** An employee of the Service Provider or a company affiliated with Hella Gutmann Solutions GmbH or an outsourcing partner who performs the Remote Services.
- 1.1.8 **Access to security features:** A certificate-based access based on the SERMI scheme.
- 1.1.9 **Hardware:** The hardware required to use the Remote Services. This includes all devices and components required to connect to the vehicle's diagnostic interface and to communicate with the Remote Center.

The Hardware may be

- macsRemote hardware
- hardware with branding from an HGS partner
- or hardware purchased from the company Jifeline Networks B.V., Zweihaak 1, 4251 LT Werkendam, Netherlands.

1.1.10 **HGS partner:** A company that sells Hardware with its own branding.

1.1.11 **Outsourcing partner:** A company that provides Remote Services for the Service Provider.

1.2 Subject matter of the contract

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- 1.2.1 These GTC relate to services provided to a User on demand by remotely connecting a remote expert and a diagnostic device to a vehicle.

Insofar as Users are customers of an HGS partner, this HGS partner shall make the use of the Hardware and the utilisation of Remote Services by the User contractually dependent on the User complying with the obligations set out in these GTC. To this end, the HGS partner shall conclude corresponding contractual agreements with Users that cover all of the User's obligations regulated in these GTC, insofar as this is possible under the applicable law. Insofar as certain rights are granted to the Service Provider in these GTC in relation to the User, such as the storage of log data and communication data, the HGS partner makes the use of the Remote Services contractually dependent on the User's consent.

The conclusion of such agreements must be documented by the HGS partner.

- 1.2.2 Subject matter is the implementation of case-specific individual measures required on the User's customer vehicles as a service. The performance of a desired function is owed (and associated advice or support), not its success.
- 1.2.3 The services can also be provided by companies affiliated with Hella Gutmann Solutions GmbH and/or with the involvement of an outsourcing partner.
- 1.2.4 The Hardware is required to use the Remote Services.
- 1.2.5 The range of Remote Services varies depending on the vehicle. After selecting the vehicle manufacturer and model, the User receives an overview and prices of the possible services. Possible services that can be provided as part of Remote Services are, for example, but not exhaustive
- Calibration of radar and lidar systems
 - Calibration of rear-view cameras and 360° surveillance systems
 - Coding, resetting and enabling replaced components and parts
 - Coding of new equipment / functions
 - Reset service indicators
 - File proof of maintenance
 - Reset AdBlue warnings
 - Programming the key fob
 - Read and delete error codes

1.3 Registration of the User

- 1.3.1 The User can register via a QR code enclosed with the Hardware package or alternatively in a web browser. The Hella Gutmann customer number and the serial number of the Hardware are required for this. The User then receives an e-mail with their individual one-time password. This must be changed when logging in for the first time.
- 1.3.2 In the case of branded Hardware, the HGS partner also receives information about the registration by e-mail.

1.4 Remote diagnostics procedure

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- 1.4.1 The Hardware is connected to the vehicle via the diagnostic interface.
- 1.4.2 Communication between the Service Provider and the User takes place via a ticket screen with a chat function. The User can use the ticket screen to communicate with the remote experts in the Remote Center using a PC, smartphone or tablet.
- 1.4.3 The User selects the vehicle and the desired service. The User can view the costs and order the service. The remote expert carries out the selected service.
- 1.4.4 At the request of the remote expert, the User may have to carry out operations on the vehicle on site, such as switching the ignition on and off or similar.

1.5 Obligations of the User and safety measures

- 1.5.1 The User is obliged to provide the Service Provider with all information and data required for the Remote Services completely and truthfully.
- 1.5.2 The User must ensure that the technical infrastructure required for the Remote Services (e.g. Internet connection) is functional. A wired connection must be established at the request of the remote expert.
- 1.5.3 The User is obliged to carry out the required operations on the vehicle during the provision of the Remote Services.
- 1.5.4 The User is responsible for the correct implementation of instructions, in particular safety instructions, from the remote expert.
- 1.5.5 The User must ensure that all work on the vehicle is carried out in a safe environment.
- 1.5.6 The User must ensure that no unauthorised persons have access to the vehicle during the performance of Remote Services.
- 1.5.7 The User is obliged to take all necessary precautions to avoid damage to the vehicle and injuries.
- 1.5.8 The User may be obliged to provide further information, documents or certificates in order to fulfil legal requirements. Additional requirements apply in particular in connection with access to security features.

1.6 Restrictions on use

- 1.6.1 The User undertakes to use the Remote Services and Hardware only for the contractually agreed purposes.
- 1.6.2 The User may not misuse the Remote Services and the Hardware, in particular:
 - use the Hardware or Remote Services for illegal purposes or in a manner that violates applicable laws or regulations;
 - use the Hardware or Remote Services without authorisation or allow third parties to use them;
 - manipulate, modify or damage the Hardware or Remote Services;
 - compromise the security, integrity or availability of the Remote Services or Hardware.

1.7 Fees

1.7.1 No monthly fees

The Service Provider offers the Remote Services without monthly, recurring fees. There is no subscription licence with a fixed term. The User only pays the fees for the services ordered and carried out.

1.7.2 Service prices

The User can view the current daily prices for Remote Services after logging in to the ticket screen under the menu item "Price search". All additional fees required are communicated to

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the User in good time by the remote agent in the chat so that the User is informed of the invoice amount at all times.

1.8 Availability of Remote Services

- 1.8.1 The Remote Services can only be offered as long as and to the extent that this is legally and technically possible.
- 1.8.2 The Service Provider endeavours to ensure high availability of the Remote Services by carrying out regular maintenance, implementing technical improvements and responding to any faults as quickly as possible. However, uninterrupted availability cannot be guaranteed.
- 1.8.3 The Service Provider reserves the right to temporarily interrupt the Remote Services for maintenance or other important reasons. The User will be informed of planned maintenance work in good time.
- 1.8.4 The Service Provider is not responsible for failures or restrictions of the Remote Services that are beyond its control, such as technical faults on the internet. This also includes disruptions that are within the sole sphere of influence of a third party.
In particular, the Service Provider is not responsible for failures or restrictions that are due to a vehicle manufacturer preventing the provision of Remote Services.

1.9 Storage of log data and communication data

- 1.9.1 The Service Provider stores log data on the use of the Remote Services and communication data, such as chat histories via the ticket screen, in order to ensure the quality and security of the services.
- 1.9.2 The log data and communication data are treated confidentially and are only used within the framework of the applicable data protection regulations.
- 1.9.3 The User agrees that the log data and communication data may be used for internal analyses and to improve the Remote Services.

1.10 Liability

- 1.10.1 The Service Provider shall only be liable for damages resulting from a wilful or grossly negligent breach of duty. Any further liability on the part of the Service Provider is excluded, except in the case of damage resulting from injury to life, limb or health.
- 1.10.2 If an outsourcing partner is involved in the provision of the Remote Services, the Service Provider shall be responsible for its fault to the same extent as for its own fault.
- 1.10.3 The Service Provider shall not be liable for damages of any kind that are attributable to breaches by the User of his obligations under Sections 5 and 6.
- 1.10.4 If a claim is based on the fact that an HGS partner has failed to fulfil its obligations under Section 2.2, the HGS partner shall indemnify the Service Provider against any third-party claims.

1.11 Force majeure

- 1.11.1 The Service Provider shall not be liable for the non-fulfilment or delay in the fulfilment of its obligations if these are caused by force majeure events.
- 1.11.2 Events of force majeure include in particular, but are not limited to, natural disasters, war, terrorist attacks, riots, official orders, pandemics, epidemics, strikes, lockouts or other circumstances beyond the control of the Service Provider.
- 1.11.3 In the event of force majeure, the Service Provider shall inform the User immediately and do everything reasonable to minimise the effects.

1.12 Contract term and cancellation

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1.12.1 There is no fixed contract term for the use of Remote Services.

1.12.2 The contract may be terminated by either party at any time without notice.

1.13 Final provisions

1.13.1 Amendments and supplements to these GTC must be made in writing.

1.13.2 Any individual contractual agreements shall take precedence over these GTC.

1.13.3 The law of the Federal Republic of Germany shall apply.

1.13.4 The place of jurisdiction for all disputes arising from or in connection with these GTC is the district court of Freiburg im Breisgau, Germany.

1.14 Severability clause

1.15 Should individual provisions of these GTC be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract as a result of a change in legislation, this shall not affect the validity of the remaining provisions.

The invalid or unenforceable provisions shall be replaced by the statutory provisions. Insofar as this would constitute an unreasonable hardship for one of the contracting parties, the invalid or unenforceable provision shall be replaced by a provision that comes closest to the economic purpose of the invalid or unenforceable provision in a legally permissible manner.

Status: February 2025