



## General Terms and Conditions for Subscription to Scania Connected Services

The following general terms and conditions shall apply to subscriptions to Scania Connected Services through Scania Interfaces.

### 1. Definitions

- 1.1 “*Agreement*” shall mean the applicable agreement for subscription to Services as entered into between Scania and the Customer, including these General Terms as well as all and any appendices thereto.
- 1.2 “*Charges*” shall mean the fees that are charged (where applicable) by Scania for the Services and for administration in connection therewith.
- 1.3 “*Controller*” and “*Joint Controllers*” shall mean the person(s) which determine(s) the purposes and means of the processing of personal data, as further defined in to Art. 4(7) and Art. 26 GDPR.
- 1.4 “*Customer*” shall mean a physical or legal entity holding a Subscription for Services.
- 1.5 “*Customer Data*” shall mean all and any data relating to the Customer itself in its capacity as recipient of Services as well as Personal Data and Operational Data, save for data which Scania created or generated itself for purposes of formalising the Agreement with the Customer.
- 1.6 “*Data Subject*” shall mean the Customer itself, if and provided that the Customer is a natural person, as well as other identified or identifiable natural persons for which the Customer is responsible or which are involved on the Customer’s side in connection with the Services (such as, but not limited to its legal representatives, drivers, contractors and other employees).
- 1.7 “*Equipment*” shall mean Hardware and Software.
- 1.8 “*GDPR*” shall mean the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- 1.9 “*General Terms*” shall mean these general terms and conditions for subscription to Services.
- 1.10 “*Hardware*” shall mean the requisite computers and other equipment meeting with the system requirements set out in these General Terms, any other part of the Agreement or the Service Description(s), or as otherwise approved by Scania according to its normal routines, for use in connection with the Interfaces and/or Services.
- 1.11 “*Interfaces*” shall mean all relevant interfaces for connecting to Scania Fleet Management or other systems through which Services are provided, such as the Scania Fleet Management Portal, the Scania Tachograph Portal, mobile apps, Scania communicators, or other wireless communication or similar interface.
- 1.12 “*Operator*” shall mean any communications services provider which Scania may co-operate with when offering Subscriptions to Customers.
- 1.13 “*Operational Data*” shall mean data which is generated in, through and from Products during or in connection with the rendering of Services to the Customer. Operational Data from e.g. Vehicles may for purposes of the Agreement also be regarded as Personal Data, due to the availability through Vehicle tachographs to information about the identity of the individuals who generated it when operating the Vehicles.
- 1.14 “*Operator Network*” shall mean the Operator’s communications network, which Scania and the Customer use for communication between the Product(s) and Scania servers through the Interfaces.
- 1.15 “*Party*” shall mean Scania and the Customer individually.
- 1.16 “*Personal Data*” shall mean any data which directly relates to a Data Subject (such as, but not limited to names, personal ID numbers, driver’s card numbers, and contact details), or which can indirectly be attributed to a Data Subject. For the sake of clarity, Operational Data as well as other Customer Data may also constitute Personal Data, provided that it has not been anonymized (meaning that the indirect link to an individual has been permanently erased).
- 1.17 “*Price List*” shall mean the list of relevant Charges determined by Scania in respect of the Subscription and Services, as applicable from time to time.
- 1.18 “*Privacy Policy*” shall mean the privacy statements of the Scania Group as published on [www.scania.com](http://www.scania.com) and its national sub-pages, all of which include a contact form for questions and comments around personal data processing within the Scania Group.
- 1.19 “*Product*” shall mean a Vehicle, engine, superstructure, component or other product that is covered by one or more Subscriptions to Services according to the main contract form (as updated from time to time according to these General Terms).
- 1.20 “*Scania*” shall mean the Scania Group Company or Scania Network Member with which the Customer has signed the Agreement.
- 1.21 “*Scania CV AB*” shall mean the virtual parent company of the Scania Group, as incorporated in Sweden.
- 1.22 “*Scania Group*” shall mean all companies jointly which are part of the global corporate group of Scania CV AB, as defined according to the applicable laws of Sweden.
- 1.23 “*Scania Group Company*” shall mean a company within the Scania Group.
- 1.24 “*Scania Network Member*” shall mean a company within Scania CV AB’s authorised distribution system.
- 1.25 “*Service(s)*” shall mean the various fleet management, tachograph, driver training, driver coaching and other data driven services managed by the Scania Group through any of the Interfaces, whether ordered separately or included with Products, as such services to the Customer have been further defined in the relevant Service Descriptions or separate arrangements between the parties.
- 1.26 “*Service Description(s)*” shall mean the description(s), as applicable from time to time, of the scope and contents of as well as the accessibility of the relevant Service(s).
- 1.27 “*Software*” shall mean the requisite computer programs, Product embedded code, or other software meeting with the system requirements set out in these General Terms, any other part of the Agreement or the Service Description(s), or otherwise approved by Scania according to its normal routines, for use in connection with Hardware, the Interfaces and/or the Services.



- 1.28 "Standard Contractual Clauses" shall mean those applicable according to the EU Commission decision 2004/915/EC to transfers of Personal Data to third countries, as published at <https://eur-lex.europa.eu>.
- 1.29 "Subscription" shall mean a subscription for one or more Services.
- 1.30 "Supervisory Authority" shall mean an independent public authority which is established by an EU Member State pursuant to Art. 51 GDPR.
- 1.31 "User" shall mean a physical entity or an individual, who is either the same as the Customer, or specified as "User" in the Agreement, or separately mandated by the Customer to use the Product(s), connect to or through the Interfaces, or utilise any of the Services.
- 1.32 "Vehicle" shall mean a vehicle that is covered by one or more Subscriptions to Services according to the main contract form (as updated from time to time according to these General Terms).

## 2. The Agreement

- 2.1 The Agreement and the Service Descriptions, along with any Customer specific settings or instructions confirmed as according to normal Scania routines, shall exclusively govern the right of use of the Interfaces, the Subscription to Services and provision of the same by Scania.
- 2.2 These General Terms as well as any special terms agreed to for purposes of the Services shall constitute integral parts of the Agreement.
- 2.3 In case of contradictory content, those of the main subscription form shall take precedence over any special terms and conditions, which in turn shall take precedence over these General Terms.
- 2.4 The Customer shall sign the Agreement, including a reference to a specification of the Subscription, the Service Description(s), these General Terms, and any supplementary services to be included in the Agreement.
- 2.5 The Customer shall always ensure that each User observes, and acts in compliance with all parts of the Agreement as applicable and amended from time to time.
- 2.6 Scania shall be notified immediately of any change to the Customer details given to Scania.

## 3. Conditions Precedent

- 3.1 The validity of the Agreement is conditional on;
- it having been subsequently signed also by the Customer, if initially signed only by a User;
  - the Customer having been approved as creditworthy in Scania's credit worthiness check pursuant to the Agreement, provided though that the Customer has signed up for Services to be paid for and that Scania have not explicitly waived this condition; and
  - no other reason materialising (during relevant know-your-customer or credit worthiness checks or otherwise in connection with entering into the Agreement) for Scania to suspect that the Customer's ability to fulfil obligations according to the Agreement may be impaired, or to deem itself prevented from pursuing a commercial relationship with the Customer.
- 3.2 Until all of the above is satisfied in full, Scania shall be entitled to either postpone start-up of Services or limit the use of Services to a certain territory or a certain data volume. Consequently, start-up of Services to the

Customer shall to no extent be construed as a waiver by Scania of any of the conditions precedent.

## 4. Power of Attorney

- 4.1 The User has the right to act and take measures on behalf of the Customer in respect of the Subscription and the Services, unless Scania requests an explicit approval of the Customer.

## 5. Payment

- 5.1 During the term of the Agreement, the Customer is liable to pay (where applicable) all Charges for the Subscription and Services according to the Price List or such prices as have been agreed to separately. Payment shall be made against invoice, monthly in advance and in Euro, unless otherwise agreed. Scania has the right to charge an invoicing fee. The Customer shall immediately notify Scania if the invoice is incorrect.
- 5.2 Unless otherwise agreed in writing, payment shall be made no later than twenty (20) days after invoice date (which will normally be at the end of a calendar month) or, if that is a public holiday, the next day that banks are normally open for business in the Customer's jurisdiction.
- 5.3 Invoicing of Charges for Services may be co-ordinated by Scania so as to balance the effects at start-up and expiry respectively, e.g. by way of not invoicing any Charges for the full month that the start-up date of certain Services occurs in against charging for the full month that the expiry date for the same Services occurs in.
- 5.4 The Customer confirms that electronic invoicing (including, but not limited to PDF invoices and e-Invoices) shall in every respect be considered a satisfactory format valid for payment in connection with the Services or otherwise under the Agreement.
- 5.5 If during any calendar month a Service was unavailable for more than forty-eight (48) hours (whereof at least 24 hours shall have been consecutive) for reasons attributable to Scania, then 1/30 of the monthly Charges are payable per day that such Service could be accessed.
- 5.6 In the event of delayed payment and after Scania's notification thereof, accrued and other Charges for all Subscriptions registered on the Customer shall fall due and be immediately payable.
- 5.7 Use of Services in any other way than provided for by the Agreement will be charged to the Customer in accordance with the applicable Price List or, in the absence of an applied Price List, at prevailing market conditions.
- 5.8 Scania is entitled to unilaterally change the applicable Charges with effect as from twenty (20) days from prior notice to the Customer to that effect. Such notice shall be sent via electronic or conventional mail, if not provided by hand to the Customer.
- 5.9 If price increases exceed seven-point-five (7,5) per cent, the Customer may terminate the Agreement in writing while observing fourteen (14) days' notice period. If such termination notice is given accordingly and Scania does not confirm anything to the contrary, the Agreement will be terminated on the date that the adjusted Charges would otherwise have come into effect. If on the other hand a termination notice is not received in time by Scania, the Customer shall be considered to have approved the adjusted Charges.
- 5.10 In the event of delayed or failed payment, Scania shall be entitled to compensation for payment reminders, debt recovery, collection costs and default interest pursuant to



the laws applicable to the Agreement. Scania shall then also be entitled to immediately suspend the Services until such time that payment has been received in full or the Agreement terminated. The Customer is not entitled to reduction in any Charges during suspension periods.

- 5.11 In the event of payment delays exceeding ten (10) working days, Scania shall be entitled to close down the relevant Services with immediate effect and terminate the Agreement in accordance with the provisions stated herein. In such case, the Customer's obligation to pay Charges as according to the Agreement shall continue to apply during the notice period.

## **6. Telematics and Other Equipment**

- 6.1 The Subscription and the Services shall only be used together with requisite Equipment as defined above. The Customer must at its own cost obtain and maintain such Equipment (as part of either a Scania product or other equipment acquired by the Customer from Scania, or as independently acquired by, or licensed to the Customer).

- 6.2 For Services involving a Product which is not manufactured by Scania and not equipped with a Scania communicator as needed for purposes of the Services, such communicator may have to be connected to the Product through an FMS prepared gateway supplied by the Product manufacturer. Otherwise, functionality and quality of the Services may be impaired or even jeopardised. Whether or not this is applicable to a particular Service is set forth in the relevant Service Description.

- 6.3 SIM Cards (if any) shall only be used for connection to the Operator Network.

- 6.4 In case of interference with Equipment or the Product(s), or a breach of intellectual property rights of any Scania Group company related thereto, the Customer shall upon request immediately disconnect such other equipment.

- 6.5 Scania has the right to upgrade or undertake changes in the Services or Equipment supplied by Scania. The Customer shall as far as possible be notified in advance of impending upgrades or changes.

- 6.6 Scania or its supplier shall, both at the time of installation of the Equipment or for other measures that Scania finds necessary, be given access to Products or relevant equipment in order to prepare for the Subscription and Services to be installed, used or closed down.

- 6.7 Scania allocates subscriber numbers or other forms of identification for connection to the Operator Network. Scania may at any time change such identification if required for technical, maintenance or operational reasons.

- 6.8 Tampering or removal, or attempts thereto, with and of a Product's communicator, other telematics equipment or (where applicable ) SIM cards as fitted to it is strictly forbidden.

## **7. Availability of Services and Maintenance of Equipment, etc.**

- 7.1 Details concerning Services availability, system maintenance, and user support relating to the Services, Interfaces and Equipment are set out in the relevant Service Description(s).

- 7.2 If a defect arises in the Services, Scania shall rectify it within reasonable time from notification by the Customer. Since the Services are based on a connection to the Internet as well as communication over the Operator Network, connection interruptions or delays do not constitute

a defect under the Agreement, and thus will result in no liability for Scania.

- 7.3 In case of obstruction, abuse or breach of Customer undertakings of the Agreement from a User's side, Scania may block such User (following permission from the relevant authorities, where required) from access to the interfaces, Scania systems and the Services so as to avoid further irregularities.

## **8. Technical, Equipment or Network Problems**

- 8.1 Scania assumes no responsibility for operational issues such as interruptions in the Operator Network, even if such issues are caused by measures carried out by Scania or the Operator.

- 8.2 Scania is entitled to inspect the Equipment, if there is reason to believe that the Equipment has caused disruptions in the Operator Network or been connected in breach of the Agreement.

## **9. Warranty**

- 9.1 Equipment fitted as integral parts of Scania Products is subject to warranty conditions of the Customer's agreement for purchase of such Products from Scania (as set out in Scania's General Conditions of Delivery and Warranty or otherwise), whereas warranty conditions for Equipment acquired from Scania as spare part or for retro-fit are covered in the separate parts contract(s).

## **10. Use of the Subscription and Services**

- 10.1 Unless otherwise agreed in writing or set out herein, the Customer may only use the Subscription and the Services for the purposes intended in the Agreement and may not sub-contract, sub-lease or in any other way transfer its rights under the Agreement.

- 10.2 The Customer is entitled upon its own request to change the form of Subscription, provided that other forms are available. Such change will take effect at such as confirmed by Scania upon the request. Changes shall be formalised according to the normal routines applied by Scania from time to time, and subject to Charges as according to the Price List or, in the absence of an applied Price List, at prevailing market conditions.

- 10.3 The Customer shall keep in touch with the Interfaces regularly and keep itself updated on any changes to them or in the Services. Scania notifications about the Subscription or the Services are sent either by electronic or conventional mail directly to the Customer, or are made available through the Interfaces.

- 10.4 The Customer is fully responsible for all data and information that the Customer transfers or downloads via, or stores or saves on, the Interfaces, the Subscription or the Services, or which is communicated through Hardware or Software.

- 10.5 The Customer shall restrict unauthorised access to connected networks or computer resources through the Interfaces, whether belonging to Scania or other parties, and may not access, use, destroy, distort, circulate or pass on information from any aforesaid source without authorisation. The Customer shall ensure that User ID's, passwords and other access data are not disclosed to unauthorised persons.

- 10.6 The Customer shall comply with national laws, rules and regulations as well as instructions notified by Scania from time to time, and also generally accepted ethical and moral values when using the Subscription or Services.



- The Customer may not use the Subscription or Services in a way, which causes inconvenience or damage to Scania or any other party.
- 10.7 The Customer is liable for any action taken by, or breaches of the Agreement hereof caused by persons authorised by the Customer for use of the Subscription or the Services. Scania shall be notified immediately of such incidents.
- 10.8 The Customer shall compensate Scania in full for any claim against Scania due to improper use of the Subscription and Services. The Customer further undertakes to pay for damage caused by use of the Services in breach of the Agreement and to compensate Scania or third parties for the damage caused by the Customer, or for which the Customer is responsible.
- 10.9 Scania is, without prior notice to the Customer, entitled to change the Subscription or Services unless such change significantly affect the access to the Subscription or content of the Services.
- 11. Moving, transfer, sub-contractors, etc.**
- 11.1 The Customer may not transfer or assign the Agreement or the Subscription, whether in whole or in part, to any third person without prior written consent from Scania.
- 11.2 Scania shall have the right to transfer the Subscription or its rights under the Agreement to any other party without the approval of the Customer. Scania may also use sub-contractors, agents and other business partners of its own choice for purposes of providing Services, in which case Scania shall be responsible for the compliance with any undertaking in the Agreement.
- 12. Term and Termination**
- 12.1 The Agreement takes effect upon signing by both Scania and the Customer (meaning at the latest such date, if they did not sign together), and then remains in force for a fixed term as defined in the main contract form of the Agreement. However, the Agreement expires on the last day of its term only provided that notice to that effect from either Party is received by the other Party no less than one (1) month in advance, absent which the Agreement will continue to apply until further notice with a mutual notice period of one (1) month.
- 12.2 The Services will be rendered as from the date when they were registered in the relevant Interface(s), unless otherwise agreed.
- 12.3 If upgrades or changes in Equipment are undertaken by Scania and result in significant inconvenience for the Customer, the Customer may at no cost to Scania terminate the Agreement with thirty (30) days prior written notice, though at the earliest as of the commencement of the change.
- 12.4 Notwithstanding anything to the contrary herein, the Customer may terminate the Agreement prematurely at any time (in whole or in part only for a certain Product), subject though to payment of a reasonable termination fee per Product concerned (as according to the Price List, if applicable). Such fees shall not be payable if the Services were included with the Product(s) from Scania, or if early termination is effected due to the contents of these General Terms having been changed by Scania to the significant disadvantage of the Customer (as envisaged in separate provisions herein). Even if the Customer terminates the Subscription before Scania invoiced the connection fees and the first monthly Charge (where applicable), the Customer shall always pay such Charges.
- 12.5 Technological development in the field of telecommunication may necessitate replacement of the Services with other services that have equivalent technical performance and functionality. Scania shall in such cases be entitled to substitute the Services, provided though that the Customer is notified in advance thereof. The Agreement will be considered terminated when Scania actually ceases to provide the Services. The Customer is entitled to receive any Charges paid in advance for the period that the Customer will not be able to use the Services.
- 12.6 Scania shall be entitled to terminate the Agreement with one month's prior notice if the Customer's connection with the Services has been shut down pursuant to these General Terms
- 12.7 Scania shall at its own discretion be entitled to suspend (without affecting the Customer's liability to pay any relevant Charges) or terminate the Services in whole or in part, or even terminate the Agreement with immediate effect;
- a) if Charges payable as set out in any part of the Agreement are not timely paid;
  - b) if the Customer refuses Scania to access Equipment as agreed;
  - c) if the Customer, any User or someone else that the Customer is responsible for has in any material respect used the Subscription, Interfaces or Services improperly or in breach of the Agreement;
  - d) if the Customer is in breach of any other obligation(s) as set forth in the Agreement, where such breach is material to Scania or a Scania Group Company;
  - e) if Scania reasonably suspects that the Customer is about to, or may commit a material breach of contract as aforesaid, and the Customer has then not offered security which in the opinion of Scania is sufficient as a safeguard against such risk materialising;
  - f) if equipment has been connected to the Interfaces or any Product in breach of the Agreement, or if equipment has not immediately been disconnected when it should have been disconnected according to the Agreement;
  - g) if the Services, Interfaces and Operator Network are used in a way which incurs costs and/or damages upon Scania or causes Scania, the Operator or any other relevant party significant inconvenience; and/or
  - h) if the Customer suspends its payments, enters into composition negotiations, goes into liquidation, or is declared bankrupt, or if there are other legitimate reasons to believe that such person is insolvent;
- 12.8 Suspension or termination of Services or the Agreement shall always be in writing, unless Scania offers self-service contract management as defined separately.
- 12.9 In case of early termination by Scania as aforesaid of Services or the Agreement;
- a) all accrued Charges (where applicable) for past use and other debts for the Subscriptions concerned shall become immediately due and payable;
  - b) the Customer shall not be liable to pay any future connection fees and monthly Charges (where applicable) for the relevant Subscription(s);
  - c) pre-paid Charges, data volume and supplementary services stored on or through telematics equipment in the Product(s) or any of the Interfaces are forfeited without any further liability for Scania; and





d) the Customer shall pay a reasonable administrative close-down fee (as according to the Price List, if applicable).

### 13. Transfer of Title to the Product(s), etc

13.1 The Customer undertakes to immediately notify Scania when a Product is no longer operated by the Customer (for instance due to a sale or other transfer of ownership to it, termination of a lease contract covering the Product, or the Customer letting it to a third party). The provisions herein regarding termination by the Customer shall apply to such notice.

### 14. Personal Data Processing for Service Provision

14.1 Scania and Scania CV AB, along with (where relevant) other Scania Group Companies and Scania Network Members who contract with the Customer for provision of Services under the Agreement, are all (save as set out below) Joint Controllers with the Customer for the processing of Personal Data within the scope of the Services. This section sets out the arrangement between all those Joint Controllers for allocation of their responsibilities as according to Art. 26 GDPR. In defining that arrangement, Scania represents also Scania CV AB and other contracting Scania Group Companies and Scania Network Members (if any). References below to Scania shall therefore also include all such represented entities.

14.2 The default situation of joint control as described above does not apply to certain limited Services, if and when it is being clarified in the respective Service Descriptions that the Customer is sole controller. In such exceptional circumstances, Scania's role and responsibilities as processor to the Customer is governed by a Data Protection Agreement in the form attached to and forming part of the Service Description concerned.

14.3 For avoidance of any doubt, the joint control arrangements of this section do not cover processing of Personal Data outside the scope of Services provided to the Customer.

14.4 Scania and the Customer shall each ensure that their respective processing of Personal Data is in accordance with all and any applicable legal requirements, such as relating to legal basis and the principles for processing.

14.5 The Customer acknowledges and agrees that Scania may process, and decide at its own discretion how to process, Personal Data for and in the context of the provision of Services to the Customer, provided that such use shall always be consistent with Scania's Privacy Policy. The Customer shall refer Data Subjects to the Privacy Policy as regards such processing by Scania.

14.6 Scania shall have primary responsibility for compliance with Art. 12-22 and Art. 32-34 GDPR in the context of Personal Data processing carried out by Scania.

14.7 The Parties shall assist each other as relevant and necessary for compliance with obligations towards Data Subjects. This shall include, but not be limited to, the following.

- a) Scania shall request from the Customer, and the Customer shall without undue delay upon such request provide to Scania, any information requisite for fulfilment of Scania's above responsibilities.
- b) Each Party shall immediately inform the other of any identified risk of breach of obligations towards Data Subjects.
- c) All and any requests received by either Party from

Data Subjects or Supervisory Authorities relating to the processing of Personal Data by the other Party shall immediately be forwarded to that other Party.

14.8 Each Party may engage Personal Data processors (as defined in GDPR) for the provision or utilisation of the Services, in which case the engaging Party shall comply with the requirements of Art. 28 GDPR.

14.9 Scania shall make the essence of the arrangements of this section for allocation of responsibilities available to Data Subjects.

14.10 If and when Scania transfers Personal Data outside of the EU/EEA to the Customer, such transfer shall be governed by the Standard Contractual Clauses. Each Party confirms that it has reviewed such Standard Contractual Clauses and agreed that they shall form an integral part of the Agreement as signed by both Parties, subject also to the following.

- a) Definitions in these General Terms shall complete those of the Standard Contractual Clauses.
- b) Scania is the Data Exporter and the Customer is the Data Importer.
- c) The Customer will process Personal Data received from Scania in accordance with the data processing principles set forth in Annex A to the Standard Contractual Clauses.
- d) The details of transfer, and the special categories of Personal Data, are described in the Privacy Policy and the Service Descriptions.

### 15. Other Processing of Data

15.1 The Customer acknowledges that Scania will process Operational Data (including Personal Data) as envisaged in the Privacy Policy, and also that the Privacy Policy needs to be regularly visited as information therein may change over time. Notwithstanding this, Scania will notify the Customer separately of any material changes to the Privacy Policy.

15.2 The Customer shall invite Data Subjects to regularly visit the Privacy Policy as regards processing of Personal Data by Scania even outside the scope of provision of Services to the Customer.

### 16. Liability

16.1 Scania shall have no liability under or in connection with the Agreement over or above what is explicitly mentioned in these General Terms or any other Part of the Agreement.

16.2 Scania commits to no undertaking or warranty, makes no representation, and shall consequently have no responsibility or liability for or regarding;

- a) the legality of use of the Services in any situation, concerning *inter alia* computer security, telecommunications and data export;
- b) the correctness or quality of data transmitted via the Services or analyses thereof, whether for fulfilment of the Customer's legal obligations according to social provisions (such as those relating to working/driving times and rest periods) or otherwise;
- c) the Customer's use of the Services, or, unless otherwise stated in the Agreement, the quality of results obtained by the Customer while utilising the Services or the Services does not corresponding to the Customer's needs;
- d) defects caused by incorrect connection, use or maintenance of Equipment, e.g. connection of



communicators to non-Scania Products through other interfaces than the manufacturer's own FMS prepared gateway;

- e) distortion or loss of data during the Customer's connection to Scania servers through an Interface, or use of the Services;
  - f) expenses, costs or damages caused by Customer non-compliance with the Agreement;
  - g) breach into the Customer's or other computer resources, whereby third parties may access, circulate, destroy or distort Customer Data;
  - h) any expense, cost, or damages caused by the Customer not having access to information through the Interfaces after termination or close-down of a Subscription or due to information being deleted by Scania in accordance with the Agreement.
- 16.3 Scania shall under no circumstances be held liable for defects in Services or interruptions in the Subscription, or for direct or indirect costs and damages incurred by the Customer as a result thereof (such as loss of income, expenses, loss or corruption of Customer data, Customer liability towards third parties, etc) even if Scania was notified of the possibility of such loss occurring.
- 16.4 Scania shall not be liable under the Agreement for any defects, costs or damages occurring in or being caused by the Equipment, unless such defects, costs or damages are covered by a Scania Product warranty or similar undertakings by Scania for Equipment or other goods as supplied by it (where relevant).
- 16.5 In any event, Scania shall in case of breach of its obligations in connection with the Subscription(s) or the Agreement or otherwise be held liable towards the Customer for contingent or indirect damages only to the extent that they were caused by wilful misconduct or gross negligence on Scania's part.
- 16.6 Scania shall not be liable for breach of the Agreement caused by events outside Scania's reasonable control (force majeure), such as defects in the Equipment, faults of or any other circumstance related to the Customer, accidents, fires, armed or similar conflicts, civil commotion, labour disputes, the action or lack of action of public authorities, flooding/ leakage, power cuts, interruptions or delays, defects or faults in the Operator Network, external networks, Internet, or telephone connections or communications.
- 16.7 Notwithstanding anything to the contrary herein, if and to the extent that either Party has caused a breach of statutory obligations (whether covered in the GDPR or elsewhere) in connection with its processing of Personal Data for purposes of the Services, it shall indemnify and keep free and harmless the other Party of any administrative fines or liability for damages to Data Subjects as incurred by the other Party due to such a breach.
- 16.8 Scania's maximum liability for damages (direct and indirect) incurred by the Customer under or in connection with the Agreement shall be limited to one-thousand (1,000) Euros per twelve (12) month period as of the date of registration of the first Subscription, regardless of how many Subscriptions or Products covered thereby the Customer has. For avoidance of any doubt, this limitation of liability shall not apply to data breach indemnities as according to the foregoing.
- 16.9 A claim from either Party to the other shall be presented within three (3) months after the relevant damage or ground for indemnification was, or should have been, discovered.

## **17. Changes to the General Terms**

- 17.1 Scania is entitled to change or modify these General Terms at any time. Such changed terms and conditions shall take effect and apply to the Customer and its Subscription(s) and Service(s) as from the fourteenth (14th) day after notification to the Customer. Scania may notify such changes on invoices to the Customer, by conventional or electronic mail to the Customer or through any of the Interfaces as used by the Customer. In case of changes to the Price List, the separate provisions of these General Terms shall apply.
- 17.2 If a change in these General Terms is to the significant disadvantage of the Customer, the Customer is entitled to terminate the Agreement with effect as from expiry of the 14 days notification period as above. If the Customer actively uses the Subscription or Services after such period, the Customer shall be considered to have approved the change.

## **18. Arbitration and Applicable Law**

- 18.1 Disputes concerning the interpretation or application of the Agreement and legal circumstances pertaining hereto will be settled by arbitration according to the applicable arbitration laws of the country where Scania is situated.
- 18.2 The laws of the country where Scania is situated will apply to the Agreement.