



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

The following general terms and conditions shall apply to access to Scania Connected Services through Scania Interfaces, as entered into with Customers by Scania (Great Britain) Limited acting as agent on behalf of Scania CV AB, ("Scania") in delivery of the Services.

### 1. Definitions

- 1.1 "Agreement" shall mean the applicable agreement for Services as entered into between Scania and the Customer, including these General Terms as well as all and any appendices hereto and any additional terms agreed in writing and signed by a person authorised by Scania to enter into Agreement variations.
- 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 "Customer" shall mean a physical or legal entity entering into this Agreement for the Services. A reference to Customer includes a reference to the Customer's authorised representatives, agents, employees and permitted assigns, all of whom the Customer confirms have authority to act and take measures on its behalf.
- 1.4 "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 (as defined by the GDPR and operational data, save for data which Scania created or generated itself for purposes of formalising the Agreement with the Customer.
- 1.5 "Equipment" shall mean Hardware and Software.
- 1.6 "GDPR" means the General Data Protection Regulations Regulation (EU) 2016/679.
- 1.7 "General Terms" shall mean these general terms and conditions for subscription to Scania Connected Services.
- 1.8 "Hardware" shall mean the requisite computers and other equipment meeting with the Minimum Technical Specifications and any other 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.
- 1.9 "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.
- 1.10 "Minimum Technical Specifications" shall mean those specifications for Equipment as provided by Scania from time to time;
- 1.11 "Operator" shall mean any communications services provider which Scania may co-operate with when offering Subscriptions to Customers.
- 1.12 "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.
- 1.13 "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.
- 1.14 "Product" shall mean a vehicle, engine or other product that receives the Services or 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).
- 1.15 "Scania Group Company" shall mean a company within the corporate group of Scania CV AB according to the applicable corporate laws of Sweden.
- 1.16 "Service(s)" shall mean the various Scania fleet management services, tachograph services, driver Services and other connected services managed by Scania through any of the Interfaces, whether ordered separately or included with the Product(s), and as such services to the Customer have been further defined in the relevant Service Descriptions or separate arrangements between the parties.
- 1.17 "Service Description(s)" shall mean the description(s), as issued by Scania and applicable from time to time, of the scope and contents of as well as the accessibility of the relevant Service(s).
- 1.18 "Software" shall mean the requisite computer programs, Product embedded code, or other software meeting with the Minimum Technical Specifications and such 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.
- 1.19 "Stakeholders" means shall mean Scania Group Companies, Network Members, agents, external service providers and other business partners of Scania and the Scania Group, as involved in any of the data processing or other activities contemplated herein.
- 1.20 "Subscription" shall mean a subscription for one or more Services.
- 1.21 "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 any individual, authorised representative, agent, employee or assignee, separately mandated by the Customer to use the Product(s), connect to or through the Interfaces, or utilise any of the Services.
- 1.22 "Variation Date" shall mean the 25<sup>th</sup> May 2018.

### 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 Services and provision of the same by Scania.

- 2.2 Scania shall only contract with the Customer under the terms of this Agreement to the exclusion of any other terms and conditions, including any endorsed on, delivered with or contained in a purchase order, confirmation of order, specification or other document. All

orders for Services placed by the Customer will be deemed to be placed subject to the Agreement.

- 2.3 This Agreement is intended by the parties to replace and supersede any previous agreement for the Services, which shall be considered (upon entry into this Agreement) to terminate forthwith.
- 2.4 .
- 2.5 In case of contradictory content, these General Terms shall take precedence over the main subscription form
- 2.6 The Customer shall sign the Agreement, including a reference to a specification of the Subscription (where relevant), the Service Description(s), these General Terms, and any supplementary services to be included in the Agreement.
- 2.7 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.
- 2.8 Any notice to be given or required or permitted to be given by either party to the other under this Agreement shall be in writing (including via email) and shall be deemed to have been duly given if sent or delivered to the party concerned at its registered address or such other address as that party might from time to time notify in writing.
- 2.9 The Customer shall notify Scania immediately of any change to the Customer details given to Scania.
- 2.10 Scania reserves the right to use a sub-contractor or third party to comply with its obligations pursuant to this Agreement and further reserves the right to transfer its rights to a third party at its sole discretion upon reasonable notice to the Customer.

### 3. Power of Attorney

- 3.1. The Customer shall be wholly responsible under the Agreement for all actions taken by all parties to whom the Customer has allowed access to the Services.
- 3.2. 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.

### 4. Payment

- 4.1 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. Payment shall be made against invoice, monthly in advance and in pounds sterling unless otherwise agreed. Scania has the right to charge an invoicing fee. The Customer shall immediately notify Scania if the invoice is incorrect. 4.2 Unless otherwise agreed in writing, payment shall be made no later than thirty (30) 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.
  - 4.3 The Services will be charged per calendar month for every month, or part thereof, that the Services are supplied.
  - 4.4 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.
- 4.5 In the event of delayed payment and after Scania's noti-

fication thereof, accrued and other Charges for all Subscriptions registered on the Customer shall fall due and be immediately payable.

- 4.6 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.
- 4.7 Scania is entitled to unilaterally change the Price List upon twenty (20) days prior notice to the Customer. If the increase in the charge rates for the Services received by the Customer exceeds 10% of the costs of the identical services in the preceding month, the Customer will be entitled to terminate the Agreement upon giving Scania 20 days notice.
  - 4.10 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.
  - 4.11 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.

### 5 Telematics and Other Equipment

- 5.1. 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).
- 5.2. 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.
- 5.3. SIM Cards (if any) shall only be used for connection to the Operator Network.
- 5.4. 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.
- 5.5. 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. If such upgrades or changes result in significant inconvenience for the Customer, the Customer may terminate the Agreement with thirty (30) days prior written notice, though at the earliest as of the commencement of the change.
- 5.6. 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 the Product(s) or relevant equipment for the time it may take to prepare for

the Subscription and Services to be installed, used or closed down.

- 5.7. 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.
- 5.8. 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.
- 5.9. Where licensed software is supplied or installed as part of the Service the terms and conditions of such License will form part of the Agreement.

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

- 5.11 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).
- 5.12 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 not result in liability for Scania.
- 5.13 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.

## **7 Technical, Equipment or Network Problems**

- 5.14 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.
- 5.15 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.

## **6 Warranty**

- 8.1. This Agreement sets out the full extent of our obligations and liabilities in respect of the supply of the Services. All conditions, warranties or other terms concerning the Services which might otherwise be implied in this Agreement or any collateral contract (whether by statute or otherwise) are hereby excluded.
- 8.2. 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).

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

- 9.1 Scania grants the Customer a non-exclusive, non-transferable (subject to the provisions of clause 12) licence to use the Services for the duration of the

Agreement for the Customer's normal business purposes.

- 9.2 The licence granted under clause 9.2 is personal to the Customer and its Users and the Services may only be used directly those individuals. The Customer is not permitted to sub-contract, sub-licence, assign or otherwise dispose of any rights licensed by the Agreement to any third party without Scania's prior written consent.
- 9.3 Scania makes no statement and offers no guarantee about the suitability of the Services for a given situation and the Customer acknowledges that it is solely responsibility for determining and ensuring that the Services are relevant for the Customer's particular business needs.

9.4 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.

9.5 The Customer may at Scania's sole discretion and upon its own request change the form of Subscription, provided that other forms are available. Such change request will take effect upon confirmation by Scania. 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.

9.6 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.

9.7 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.

9.8 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.

9.9 The Customer shall comply with national laws, regulations and rules, 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.

9.10 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.

9.11 The Customer shall indemnify Scania against any damages, claims, losses or costs resulting from improper access, use or misuse of the Services, or any breach of this Agreement, by the Customer or a User, the Customer's employees, agents or permitted assignees; and any unauthorised access to or misuse of the Services by any third party if such use or misuse was permitted or facilitated by the Customer,

a User or the Customer's employees, agents or permitted assignees.

- 9.12 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.
- 9.13 The Customer shall protect the security of the Services by ensuring password and access codes are at all times maintained safely and securely. In the event that such codes are no longer secure for any reason, the Customer shall advise Scania in writing within 24 hours of the event which renders such codes no longer secure.
- 9.14 In addition to the Customer's other obligations as specified in the Agreement, the Customer shall be solely responsible for the following:
- 9.14.1 the accuracy and content of any information it provides to Scania;
  - 9.14.2 ensuring that each person whom the Customer grants access to the Services acts in compliance with all parts of the Agreement;
  - 9.14.3 any data the Customer uploads, stores or saves in connection with the Services; and
  - 9.14.4 any reliance by the Customer on any information that the Customer receives as a result of use of the Services, together with any loss of data, breaches of security, viruses and disabling or harmful devices that the Customer may download or otherwise experience as a result of its use of the Services.
- 9.15 The Customer may use the Services only for lawful purposes and may not use the Services, Interfaces or Equipment:
- 9.15.1 in any way that breaches any applicable local, national or international law or regulation;
  - 9.15.2 in any way that is unlawful, fraudulent or has any unlawful or fraudulent purpose or effect;
  - 9.15.3 to transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, ad-ware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
  - 9.15.4 to reproduce, duplicate, copy or re-sell any part of the Services in contravention of the provisions of the Agreement; or
  - 9.15.5 to access without authority, interfere with, damage or disrupt:
    - 9.15.5.1 any part of the Services to be provided by Scania;
    - 9.15.5.2 any Equipment or networks which Scania use in connection with the provision of the Services;
  - 9.15.6 any software used in the provision of the Services; or
  - 9.15.7 any equipment or network or software owned or used by any third party.
- 9.16 The Customer shall review the Interfaces regularly in order to keep updated on any changes to the Interfaces or Service notifications.

#### **10 Moving, transfer, sub-contractors, etc.**

- 9.1 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.
- 9.2 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 and complying with any undertaking of the Agreement.

#### **10. Term and Termination**

- 11.1 The Agreement takes effect from the later of the Variation Date or upon the Customer's acceptance of the Agreement and then remains in force for a fixed term as defined in the main contract form of the Agreement, or for such period of the Customer's use of the Services. The Agreement expires on the last day of its term only provided that notice to that effect from the Customer is received by Scania no less than 60 days in advance. If the Customer does not serve such notice, the Agreement will continue to apply until the Customer serves sixty days notice on Scania.
- 11.2 The Services will be rendered as from the date when they were registered in the relevant Interface(s), unless otherwise agreed.
- 11.3 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 termination fee per Product concerned as according to the Price List. 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 has invoiced applicable connection fees and the first monthly Charge (where applicable), the Customer is always liable to pay such Charges according to the Price List.
- 11.4 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.
- 11.5 Scania may terminate the Agreement at any time upon giving the Customer 30 days termination notice.
- 11.6 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 or User 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 or

User 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 the Customer may become insolvent; or
- i) if the Customer requests to transfer the Equipment or Subscription to an alternative vehicle, or requests on sale of the Product that its Subscription is novated, which cannot reasonably be accommodated by Scania.

11.7 Suspension or termination of Services or the Agreement shall always be in writing.

11.8 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 an administrative close-down fee according to Scania's applicable price list as valid from time to time.

11.9 The termination of the Agreement howsoever arising will be without prejudice to the rights and duties of either party accrued prior to termination. The clauses in the Agreement which expressly have effect after termination will continue to be enforceable notwithstanding termination

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

12.1 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 in accordance with Clause 11.3 by the Customer shall apply to such notice.

12.2. The Customer may in connection with the acquisition of a new or replacement vehicle, request that Scania transfers the Equipment and Subscription from the old Product to the new vehicle registered in the Customer's name. Scania may at its sole discretion agree to such a request. Charges for the transfer of Equipment will be payable by the Customer. In addition, an administration charge of £35 per Subscription will be payable to Scania

on successful transfer of the Subscription. In the event that it is not possible to successfully transfer either the Equipment or the Subscription for any reason the Agreement will immediately terminate in accordance with clause 11.6.

12.3. Transfer of the Services or Subscription to a third party who has taken over the Customer's Product may take place with Scania's prior written consent subject to (i) payment of an administration charge equal to two months subscription and settlement of any outstanding costs up to the date of transfer; and (ii) the new operator entering into a novation agreement in respect of the Subscription subject to a new agreement commencing on the date of the novation. If such a transfer or novation is not possible for any reason the Agreement will immediately terminate in accordance with clause 11.6.

## 13 Liability

13.1. 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.

13.2. 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.

13.3. Scania shall under no circumstances be held liable for defects in or interruptions of the Subscription or the Services, or for direct or indirect costs and damages incurred by the Customer as a result thereof (such as for 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 incurring.

- 13.4. 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).
- 13.5. In no event (death or personal injury arising from Scania's negligence excepted) will Scania be liable to the Customer for any indirect, incidental or consequential damages, or loss of profit arising out of the performance of the Services, even if Scania had been advised of the possibility of such damages.
- 13.6. 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.
- 13.7. Scania's maximum liability for damages (direct and indirect) incurred by the Customer under or in connection with the Agreement, in contract, tort or howsoever arising, shall be limited to one-thousand (1,000) Euros per twelve (12) month period as of the date of registration of the first Subscription, or date of first use of the Services regardless of how many Subscriptions or Products covered thereby the Customer has.
- 13.8. Claims against Scania shall be presented within three (3) months after the relevant damage occurred, or should have been discovered.
- 14. Data Protection**
- 14.1. Scania gives no undertaking regarding the legality of the use of the Services in any given situation, nor accepts liability for the correctness or otherwise of data transmitted via the Services.
- 14.2. Data provided in connection with the Agreement is processed for the primary purpose of performance of the Contract. Data is gathered and processed in order to deliver the Services.
- 14.3. The Customer's data will be processed in accordance with the Privacy Policy of Scania (Great Britain) Limited and the Privacy Policy of Scania CV AB which shall be available to the Customer at the time of entering into the Agreement and upon request.
- 14.4. All and any Customer Data stored on or through the Interfaces or otherwise by Scania or Scania Stakeholders are and remain the Customer's property, but may be used by Scania and Scania Stakeholders as provided for in this Agreement.
- 14.5. The Customer shall be responsible for any Personal Data (as defined by the GDPR) which is created through use of the Services. The Customer is the controller of any such data for the purposes of the GDPR. The Customer will be solely responsible for any data provided to, or created by, Scania in connection with this Agreement, including any data inputted by the Customer's authorised representatives, agents, employees and assignees whom the Customer allows

access to the Services.

- 14.6. As data controller, the Customer confirms and undertakes that it has implemented and will continue to implement relevant, efficient and state-of-the-art technical and organisational measures to ensure a level of security appropriate to the risks represented by processing of Customer Data, so as to safeguard such data's confidentiality, integrity, and availability while also protecting it from access by unauthorised personnel or for unauthorised purposes and against accidental, loss, destruction or damage. The Customer warrants and represents as data controller that it has completed all necessary records required by the GDPR, has provided all necessary documentation to any data subject and has sought all necessary consents and permissions.

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

15.1 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.

- 15.2 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.

## **16 Arbitration and Applicable Law**

- 16.1 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.
- 16.2 The laws of the country where Scania (Great Britain) Limited is situated will apply to the Agreement.