

# General Terms and Conditions

## **PART 1: GENERAL TERMS FOR ALL GSFLEETS SERVICES**

### **1. Introductory terms**

- 1.1 The parties to the Agreement are GSFleet DK ApS (“**GSFleet**”) as the provider of the Service, and the person or entity (“**the Customer**”) as stated in the order confirmation, agreement or any other contract with GSFleet (“**the Agreement**”). “**Customer**” means, among other things, but not limited to, persons or entities marketing or selling GSFleet’s Services, as well as customers and end-customers who make use of GSFleet’s Services.
- 1.2 The contractual relationship for the provision of the Service from GSFleet to the Customer (“**the Contractual Relationship**”) is governed by the following Contractual Documents and, unless otherwise stated in these documents, they shall take precedence in the following order in the event of any inconsistency: (i) the Agreement, (ii) Service Terms for GSFleet’s Sensor Solution Services (“**Service Terms**”), (iii) these General Terms of Conditions (“**General Terms**”), and (iv) data processing agreement in accordance with the data protection regulations (the “**Data Protection Agreement**”).
- 1.3 Any delivery of any product or service by GSFleet is governed by the General Terms and the applicable Service Terms. GSFleet is under no obligation to deliver the Service if the Customer does not accept the General Terms and the Service Terms. The “**Service**” means any product or service GSFleet shall provide to Customer in accordance with the Contractual Documents. “**GSFleet’s Services**” means the products and services offered by GSFleet from time to time. Any product, subscription or license constitutes a service from GSFleet.
- 1.4 Any delivery of any product or service from GSFleet prior to the Start Date is governed by the Contractual Documents, including the General Terms and Service Terms.
- 1.5 The Contractual Documents become binding upon acceptance by the Customer, regardless of whether or not they are signed. The Customer is deemed to have accepted the Contractual Documents when one of the following has occurred: (i) upon acceptance of an offer, (ii) upon issuance of an order confirmation, (iii) upon signing, (iv) when the Service is taken into use, (v) upon payment of an invoice, or (vi) upon payment for the Service in its entirety. The Contractual Documents can be signed electronically. The Contractual Documents cannot be amended orally.

### **2. The Term and termination**

- 2.1 Unless otherwise stated in the Contractual Documents, the term of the Contractual Relationship (“**Term**”) is 36 months from the Start Date. The “**Start Date**” means the date stated in the Agreement or the first invoice applicable to the Service, whichever occurs first. The Term applies to each and every subscription or license. If the Service consists of partial deliveries, the Term applies to each and every partial delivery and starts on the date of the first invoice for each of the partial deliveries.
- 2.2 Unless otherwise stated in the Contractual Documents, the Contractual Relationship is automatically renewed with a new Term of 12 months at a time until it is terminated.
- 2.3 Unless otherwise stated in the Contractual Documents, either party may terminate the Contractual Relationship within three months prior to the end of the Term. Valid cancellation takes effect from the end of the Term. To be valid, the Customer’s termination shall be sent in writing to: [supportdenmark@gsfleet.io](mailto:supportdenmark@gsfleet.io). GSFleet may terminate by e-mail. If the Contractual Relationship is not terminated within three months prior to the end of the Term, it is automatically renewed as described in item.

### **3. The Customer's access to the Service and intellectual property rights**

- 3.1 The Customer is granted access to the Service. The Service does not entail any license or other rights to the software or access to the source code, but only a subscription with access to the software’s features for the duration of the Term.
- 3.2 GSFleet retains all intellectual property rights to any software and documentation made available to the Customer as part of the Service (regardless of whether the Customer has paid GSFleet for modification of software or documentation), including source code, unless it is provided by a third-party and subject to the third-party’s rights. The Parties’ intellectual property rights do not change through entry into their Contractual Relationship, and the Parties retain their intellectual property rights during the Term.
- 3.3 The Customer does not have the right to amend or otherwise make changes to the software or documentation, unless otherwise stated in a separate written agreement with GSFleet. The Customer does not have the right to make changes, perform reverse engineering or make copies of any software or documentation. “**Software**” means all software regardless of the medium, including copies of such software.
- 3.4 Any breach by the Customer of this item 3 (see item 10) will be considered a material breach and will entitle GSFleet, with immediate effect, to cancel the Contractual Relationship without notice and to claim full compensation for any loss.

### **4. Administration and Control of GSFleet’s Services**

- 4.1 The Customer shall administer and control the Service themselves, including but not limited to System Administrator tasks, e.g. ensuring that information processed in connection with the Service is correct and that the Customer receives the reports that the Customer wants and that are available as part of the Service. The Customer undertakes to verify that data made available or processed as part of the Service is correct.
- 4.2 The Customer undertakes to ensure that data processed in connection with the Service is processed in a lawful manner.

## 5. Operation, maintenance, service level and support

- 5.1 GSFleet has the right to update the software with new versions.
- 5.2 GSFleet has the right at any time to update the Service with new or changed functionality, if this does not significantly change the functional level of the Service in a manner unfavourable to the Customer.
- 5.3 The Customer is responsible for access to the internet and a web browser. The Service is available through the most common browsers, but only if those browsers are still supported. Appearance discrepancies may occur when using the Service on older versions of browsers.
- The Customer and circumstances for which the Customer is responsible:
- conducting extraordinary measurements of performance;
  - reconstruction of data, regardless of the reason for this; or
  - that agreements with third-parties about products that are used for the delivery of the Service have been terminated by a third-party, where this is not due to breach by GSFleet.
- 5.4 Payment of the Fee entitles the Customer to reasonable Support Services during the Term. Support Services means: (i) guidance on the use of GSFleet's Services, and (ii) management of inquiries escalated to GSFleet's Consultancy and/or Research & Development Services. Neither GSFleet's Consultancy or Research & Development Services form part of the Support Services and shall be charged as an additional charge in accordance with elapsed time.

## 6. Fees and Payments

- 6.1 The Customer shall pay the fee for the Service as set out in the Contractual Documents (the "Fee"). The Customer's obligation to pay the Fee applies regardless of whether the Contractual Relationship terminates before the end of the Term.
- 6.2 The fee that the Customer pays consist of an agreed price plus an amount for any additional services. Project, assignment and additional services are charged according to elapsed time, installation, manual transmission of existing data, customizations, installation and configuration of third-party software by GSFleet are considered additional services for which the Customer is charged according to the elapsed time. Any increase in the scope of the Service will result in an increase in the fee for example new software modules or changes in the service level (Basic, Pro, Enterprise etc). Any travel time to and from the Customer will be charged at hourly rates applicable for the appointed resource. Any expenses will be invoiced according to the costs incurred.
- 6.3 The Fee will be invoiced according to the prices applicable at any given time. All prices are per hour, per licence/subscription or each, excluding VAT, unless otherwise specified. Invoicing and payment for the Service is in advance, unless the Fee is charged according to elapsed time. The fee is due to be paid as per the invoice. If the due date is not specified on the invoice, the invoiced amount is due 14 days after the date of the invoice. If the Customer believes there is an error in an issued invoice, the Customer is requested to lodge a written complaint with GSFleet before the payment deadline.
- 6.4 All hourly rates are based on work being performed within the normal working week (08:00 to 16:00, Monday to Friday). Work beyond normal working hours will entail an additional charge or may be agreed separately.
- 6.5 The Customer is not entitled to offset or withhold any part of the Fee. Delay in payment carries a penalty fee applicable at any given time, plus penalty interest in accordance with the applicable laws. Accrued interest is added to the principal monthly amount, so that the sum forms a new basis for further interest calculation. GSFleet has security for unpaid purchase in all the parts of the Service that the Customer has purchased until full payment is received by GSFleet. GSFleet retains the right to withhold all or part of the Service until payment is received in full.

## 7. Customer's cooperation and changes in the Customer's contact information

- 7.1 The Customer shall ensure that its operational and IT systems are well-functioning and compatible with the Service. The Customer is responsible for maintaining the necessary expertise for the personnel's use of the Service and for actively ensuring the teaching/training of its own users of the Service. The Customer cannot invoke errors that the Service has caused as a result of the Customer's lack of expertise, lack of suitability of its IT or other systems for the Service, or misuse.
- 7.2 The Customer will be charged for time spent on additional work caused by circumstances in the Customer's IT systems, lack of expertise or incorrect use by the Customer.
- 7.3 The Customer is obligated to notify GSFleet without delay in the event of changes to its company contact persons (contact details including name, email and phone). Such notification shall be sent to [supportdenmark@gsfleet.io](mailto:supportdenmark@gsfleet.io). If such changes are not reported, the Customer is responsible for any loss and additional costs that may arise as a result of this, including but not restricted to incorrectly addressed post or other enquiries from GSFleet or its affiliates.

## 8. GSFleet Warranty

- 8.1 GSFleet shall, within a reasonable timeframe, correct errors and defects for which GSFleet is solely and directly responsible and which the Customer reports, unless otherwise stated in the Maintenance Agreement, or any other separate written agreement. GSFleet retains the right to decide whether errors or defects should be rectified by the Customer or GSFleet.
- 8.2 GSFleet is under no obligation to correct errors or defects for which GSFleet is not solely and directly responsible. GSFleet is also not responsible for errors or defects resulting from third-party software. GSFleet's duty to correct errors and defects does not cover costs related to shipping, travel, installation, uninstallation and similar. The Customer is not entitled to a reduction in price if the error or defect is corrected, or if the Customer receives a new device within a reasonable amount of time.
- 8.3 If the device is not successfully repaired, or the same defect occurs three times, the Customer has the right to receive new device. The Customer is not entitled to compensation, new device or other arrangements for matters notified about after the end of the Term or the warranty period.
- 8.4 Unless otherwise agreed, GSFleet's Services are standard products and standard services that are sold.
- 8.5 Errors and defects outside of GSFleet's scope of responsibility, including but not limited to user errors, circumstances for which the Customer is responsible, third-party errors or similar, are not covered by the warranty. The Customer cannot demand that GSFleet shall rectify errors or defects in software that GSFleet does not have the right to amend. The warranty does not cover the

reconstruction of data if the Customer has lost data as a result of circumstances for which GSFleet is not responsible or has control of, including, but not limited to, errors or defects in the data provided by the Customer, errors in the Customer's user software for which GSFleet is not responsible, and errors or missing information for GSFleet (such as changes in data conditions).

- 8.6 If GSFleet is subject to additional resource use as a result of circumstances for which the Customer is responsible, the Customer shall remunerate GSFleet for such GSFleet's increased resource use.
- 8.7 In order for the warranty to apply, all the following criteria shall apply:
- The Customer shall have a paid for and valid agreement.
  - The Customer shall have complained in writing without undue delay and in any event within 20 working days after they discovered, or should have discovered, the error or defect. Complaints should be sent to: [supportsweden@gsfleet.io](mailto:supportsweden@gsfleet.io). The Customer is not entitled to compensation, new device or other forms of compensation if the Customer has not reported the error or defect in accordance with this provision.
  - The Customer shall have complied with all of their obligations under the Agreement.
- 8.8 The Customer accepts that GSFleet has an unconditional right to carry out reasonable maintenance in its IT systems, when and to the extent necessary, regardless of what is stated in other terms of the Contractual Documents.
- 8.9 The warranty applies to software provided by GSFleet for as long as the Customer has the relevant subscription. If the Customer has purchased a licence but not a subscription, the 12-month warranty period applies to software provided by GSFleet. The warranty period commences concurrently with the Term.
- 8.10 GSFleet does not guarantee that there will be no security or data breaches in GSFleet's IT systems. The Customer thus accepts that the Service entails this risk.
- 8.11 GSFleet may offer to fix errors or defects on used hardware that are not covered by the warranty. Such correction is offered as a payable additional service.

## 9. Privacy

- 9.1 GSFleet will process personal data to the extent necessary to provide GSFleet's Services as provided in the Contractual Documents and the Data Protection Agreement (DPA). The Customer is solely responsible for ensuring a lawful and adequate basis for processing with respect to all individuals whose personal data is processed as part of the Customer's use of GSFleet's Services and for obtaining the consent of those individuals to the extent necessary.
- 9.2 The Customer is the data controller and GSFleet is the data processor for all GSFleet Services. Personal data processed in connection with the Service is processed on behalf of the Customer in accordance with GSFleet's DPA. A copy of GSFleet's DPA can be found at: [www.gsfleet.io/privacy-policy/](http://www.gsfleet.io/privacy-policy/). In the event of any discrepancy, GSFleet's Data Processing Agreement shall take precedence over any other data processing agreement entered between the Parties.
- 9.3 All data containing personal information is owned by the Customer.
- 9.4 GSFleet may contact the Customer and by the Customer appointed contact persons and other representatives in connection with marketing or regarding Fleet services or products, including by email, for example in connection with the development or launch of new services or products.

## 10. Material breach

- 10.1 If there is a material breach of contract by one party, the other party, after providing the breaching party with written notice and a description of the breach, may terminate the Agreement with immediate effect if the breaching party does not rectify the situation within 30 working days. The Contractual Relationship cannot be terminated if there are daily fines or standardised compensation accruing based on the same circumstances.
- 10.2 Non-payment or delayed payment for the Service with respect to the Contractual Documents is always considered a material breach. GSFleet reserves the right to suspend or block the Service if the Customer does not pay for the Service in a timely manner. Any Search & Find will not be initiated. The Customer will be charged NOK 5,000 upon restart of the Service to cover GSFleet's costs, unless the Customer has reasonable grounds for defaulting on its payment. In the event of the Customer's misuse of GSFleet's server, including for storing illegal data, storing data that is to the detriment of GSFleet or GSFleet's other customers, or if stored data may threaten GSFleet's security, GSFleet shall be entitled to terminate the Contractual Relationship with immediate effect and without notice.
- 10.3 The Service shall not be used in violation of applicable laws or third-party rights, including human rights, data protection rights or intellectual property rights such as copyright. The Customer's breach of this condition shall be deemed to be a material breach.
- 10.4 Errors or defects that fall within the scope of the guarantee are not considered a material breach.
- 10.5 In the event of the Customer's material breach, the Customer will be obliged to return the hardware if it is not fully paid for, without undue delay and within one month after the termination of the Contractual Relationship.
- 10.6 GSFleet's cancellation or termination of the Contractual Relationship will not affect the Customer's obligation to pay for the Service and other fees or charges to the end of the current Term.

## 11. Limitation of liability

- 11.1 GSFleet is not liable for any loss the Customer may suffer as a result of the device provided by GSFleet not working as intended, if the reason for this is beyond GSFleet's control or if GSFleet cannot reasonably be expected to overcome the consequences of such circumstances.
- 11.2 GSFleet has no liability if the Service is put out of service, or errors or losses are suffered by the Customer through external influence, including errors or damage resulting from circumstances on the Customer's part, other software/hardware or the interaction between GSFleet's Services and the Customer's own software/hardware, suppliers, other network operators or subcontractors (including crashes or operational disruptions on the internet), or losses resulting from a breach or the coming to an end of agreements with third-parties. For example, GSFleet is not responsible if the Customer uses the Service in violation of instructions or guidance from GSFleet, or for a purpose that is not compatible with the purpose of the Service.
- 11.3 The liability of GSFleet does not cover, under any circumstance, regardless of the basis and degree of negligence, indirect loss for

the Customer, third-party loss, or consequential damage such as deprivation, loss of earnings, loss of profits, loss of business opportunities, loss due to outages, loss of goodwill, loss of data, damage to registration or data, loss of production, business disruptions or lost revenue.

- 11.4 GSFleet cannot be held responsible for any claims, fees or other demands arising from rules, decisions or guidelines issued by the authorities, telecom companies and/or national telecommunications authorities.
- 11.5 GSFleet may without any liability temporarily suspend the Service at any time if this is necessary in order to service, inspect or repair its systems, regardless of any other provisions in the Contractual Documents between GSFleet and the Customer. Such service or similar shall be carried out as quickly as practicable.
- 11.6 GSFleet is not responsible for any loss or damages the Customer may incur while the hardware is being serviced or is for any other reason not in the secured object.
- 11.7 If GSFleet cannot contact the Customer using the Customer's stated address or telephone number, GSFleet cannot be held responsible for any consequences resulting from their inability to contact the Customer.
- 11.8 GSFleet is not responsible for devices or software provided by third-parties that GSFleet do not have an agreement with.
- 11.9 GSFleet is not responsible for downtime if this is due to errors on mobile devices, infrastructure (server/databases), third-party integrations/connections, lack of or inadequate backup, virus attacks, or other circumstances beyond the control of GSFleet. GSFleet will charge the Customer for all work performed because of such errors.
- 11.10 GSFleet is not responsible for any use of time or any costs for the Customer in connection with the Service.
- 11.11 GSFleet is furthermore not liable for losses related to unauthorized access to data and data systems, losses resulting from the disappearance, alteration etc. of data or information.
- 11.12 GSFleet's entire and total liability in connection with the Contractual Relationship with the Customer is in all circumstances limited to 10% of the Fee the Customer has paid for the Service for the last 12 months before the claim arose or, in cases where several claims have arisen, before the first claim arose.

## 12. Changes to price and terms

- 12.1 GSFleet has the right to make changes to prices in accordance with the changes in public indexes annually, unless another adjustment is agreed in writing.
- 12.2 In the event of an increase in public or other statutory fees or similar, GSFleet has the right to adjust the price upwards. The price is adjusted annually, unless another adjustment is agreed in writing.
- 12.3 GSFleet has the right to adjust the price agreed for the Service relative to increased purchase costs or costs for GSFleet's subcontractors.
- 12.4 GSFleet has the right to adjust prices due to market development, product development or unforeseen circumstances.
- 12.5 In the event of a currency fluctuation of over 3% per year, resulting in GSFleet's costs increasing, GSFleet has the right to adjust the prices corresponding to the currency fluctuations, unless otherwise agreed in writing in a specific agreement between the parties.
- 12.6 When the change in price that shall take place according to sections 12.1, 12.2, 12.3, 12.4 or 12.5 is 5% or more and is unfavourable to the Customer, GSFleet must notify the Customer in an appropriate manner no less than one month before the changes come into effect. Upon payment of an invoice or by using the services after the changes have come into effect, the Customer is considered to have accepted the changes.
- 12.7 GSFleet reserves the right to make changes to these General Terms and Service Terms. The General Terms and Service Terms applicable at any given time are referred to in order confirmations and invoices. A copy of GSFleet's General Conditions and Service Conditions can also always be found at our website or can be obtained by contacting GSFleet's Customer Services at: [supportdenmark@gsfleet.io](mailto:supportdenmark@gsfleet.io). Upon payment of an invoice or by using the services after the changes have come into effect, the Customer is considered to have accepted the changes.

## 13. Force Majeure

- 13.1 In case of Force Majeure, GSFleet's obligations are suspended. GSFleet is also not liable for any damage, loss or delays resulting from Force Majeure. "**Force Majeure**" means circumstances beyond the parties' control that significantly hamper the performance of GSFleet's duties, including but not limited to war or a war-like situation, blockade, strike, lockout and other labour disruptions and events resulting in a sudden and major loss of personnel, boycott, errors, damage, data breach, computer or data viruses, malware, hacking, operational disturbances on the internet, natural disaster, lightning strikes, pandemic, service, failure of the telecoms network, fire, state of emergency or other matters deemed force majeure in accordance with the applicable law. Changes in laws or other regulatory changes do not affect the contractual length or price.

## 14. Other provisions

- 14.1 All sales information, including brochures, pitches and other sales material, is not binding, unless explicitly referred to in the Contractual Documents. GSFleet is not bound by the Customer's terms or conditions.
- 14.2 The Customer may not transfer the Agreement to another party with the prior written consent of GSFleet. GSFleet has the right to transfer the Contractual Relationship to another party.
- 14.3 All information that the parties become aware of in connection with the implementation of the Contractual Relationship shall be treated confidentially. The parties shall ensure that employees, subcontractors and third-parties adhere to confidentiality requirements, including after any departure, on matters as mentioned above. The duty of confidentiality ends five years after the termination of the Contractual Relationship. The duty of confidentiality does not prevent information from being disclosed if this is required by applicable law or regulations. In cases where the Customer is a corporate entity, the duty of confidentiality also does not prevent the Customer's name being used by GSFleet in connection with marketing.
- 14.4 Each party is responsible for its own subcontractors.
- 14.5 In the event of bankruptcy of one of the parties, the other party has the right to cancel the Contractual Relationship with immediate effect.

14.6 If a provision of the Contractual Documents is declared unlawful, invalid or without legal force, the provision in question shall be fully enforced possible under applicable law, so that the parties' original intent is maintained.

## 15. Dispute Resolution

15.1 The Contractual Relationship is governed by Danish law. The Parties shall endeavour to resolve the disputes, disagreements or discrepancies ("**Disputes**") that may arise between them regarding this Contractual Relationship through negotiations first. If negotiations fail within 30 days, all Disputes shall be settled by proceedings before the ordinary courts, with the legal venue where the GSFleet entity providing the Service to the Customer resides or is registered.



## **PART 2: SERVICE TERMS FOR GSFLEET'S SENSOR SERVICES**

### **16. Application of Part 2**

16.1 These Service terms for GSFleet's Sensor Services apply to all GSFleet Services, where the Device or any other hardware device is used to collect or record data for the vehicle or object in or on which the Device or any other device is installed or located, including TravelLog, Fleet Management Systems and Recovery.

### **17. Ownership and use of the Device**

- 17.1 Unless otherwise stated in the Contractual Documents, the device placed at the Customer's disposal during the Term ("the Device") is the property of GSFleet.
- 17.2 GSFleet may upon written request assist with the dismantling and/or collection of the Device, invoiced based on the elapsed time and standard rates, unless otherwise agreed. Loss of the Device due to circumstances beyond GSFleet's control shall be covered by the Customer at GSFleet's standard price. Any damage to the Device, beyond normal wear and tear, shall be covered by the Customer, unless it is due to circumstances on the part of GSFleet.
- 17.3 The device shall only be used as described by GSFleet and for the objects agreed upon. The Customer cannot use the device for securing dangerous goods or high-risk objects, with a value of 2.000.000 NOK or more, without a written special agreement with Fleet. GSFleet has the right to refuse to secure certain types of items.
- 17.4 The Customer shall not make any changes or reconfigurations to the Device.
- 17.5 GSFleet has the right to replace all or part of the Device. At the request of GSFleet, the Customer shall return the old Device.
- 17.6 GSFleet has the right to demand the return of the Device in the event of suspected misuse.
- 17.7 Unless the Parties have agreed that the Customer shall purchase the Device, the Device shall be returned to GSFleet immediately and no later than one month after the Service has ceased. In the event of non-return of the Device to GSFleet, the Customer will be invoiced within 30 days.

### **18. Use of data**

18.1 As part of its access to the Service, the Customer is granted a non-exclusive right to use the data in the system made available to the Customer in accordance with the Contractual Documents for the Customer's own use and in accordance with the purpose of the Service. Any use beyond this is not permitted.

### **19. Installation and testing of the Device**

- 19.1 The Customer must state in writing which objects are to be fitted with the Device in the order, the Agreement or the activation form.
- 19.2 However, unless otherwise agreed, the Customer is responsible for ensuring that the Device is correctly placed and installed in accordance with GSFleet's instructions. GSFleet can be contacted for guidance if necessary. Improper placement or defective installation can lead to errors or damage, and in such a case, GSFleet is not responsible.
- 19.3 The Customer shall test the Device after installation by checking registrations in the Service interface. The Customer shall contact GSFleet without undue delay if the Device does not work.

### **20. Consumer relations**

- 20.1 If the Customer is a consumer:
- Certain mandatory provisions will supplement and, if applicable, replace provisions in the Contractual Documents that are inconsistent with such mandatory provisions.
  - The Customer purchases the Device, unless otherwise agreed.
  - The Customer has the right of withdrawal to the extent this follows from the applicable laws. Further details of this right and the cancellation form can be found on our website.

### **21. Purchase of the Device – special conditions**

- 21.1 If the Parties have agreed that the Customer will purchase the Device:
- The Term lasts for 12 months from the Start Date. The Term is automatically renewed and can be terminated in accordance with item 2.
  - The Customer owns the Device from the moment the payment of the full fee is received by GSFleet.
  - All risks associated with the Device are transferred to the Customer at the time it is delivered to the Customer.
  - The warranty applies for 12 months. The warranty period commences when the Term starts.

### **22. SIM card and coverage area**

- 22.1 Any SIM card integrated into the Device may only be used by the Customer for data traffic in connection with the Customer's use of GSFleet's Services. The Customer shall NOT use such a SIM card for any purpose other than GSFleet's Services. Misuse will automatically lead to termination of the Agreement and invoicing of: (i) all costs related to the misuse, and in case of gross negligence or intentional breach, a minimum of NOK 50,000, and (ii) the amount corresponding to all GSFleet's direct and indirect accrued costs and other types of loss necessary to bring the misuse to an end.
- 22.2 The Device works where there is a compatible mobile network. Coverage is provided by the current agreements entered with the telecom providers used for the Service. The areas of coverage are available to the Customer upon request. Local, geographical and technical matters may affect or limit the coverage necessary for the Service's functionality.

### **23. Administration and Control of GSFleet's Sensor Services**

23.1 The Customer accesses GSFleet's Sensor Services by receiving their own username and login information for processing of data in connection with the Service, as well as any instructions for how other authorized users can be granted access should the Customer wish to

do so. The Customer is responsible for identifying and authorizing users. The Customer is responsible for all processing of data in connection with the Service when using their usernames and login information.

- 23.2 It is the Customer's sole responsibility to ensure that all authorized users are given individual usernames and passwords to the Service. It is the Customer's sole responsibility to ensure that passwords are kept confidential, with adequate procedures and routines to maintain the required level of information security. The Customer is responsible for keeping user access up to date, including ensuring that users who no longer have access are deleted. GSFleet is not responsible for unauthorized access resulting from the failure to delete a user account.
- 23.3 The Customer shall administer and control the Service themselves, including but not limited to System Administrator tasks, e.g. ensuring that information relating to objects and individuals processed in connection with the Service is correct and that the Customer receives the reports that the Customer wants and that are available as part of the Service. The Customer undertakes to verify that data made available or processed as part of the Service is correct.

## **24. GSFleet Recovery/Search & Retrieval – special terms and conditions**

- 24.1 "Recovery/Search & Retrieval" means a special paid service or an agreement that includes tracking of objects installed with the Device to recover that object.
- 24.2 If the Service includes Recovery/Search & Retrieval:
- a) GSFleet undertakes to do everything they reasonably can to find the object. GSFleet does NOT guarantee that the object where the Device is installed will be recovered.
  - b) The Service includes one search operation per unit of device per year, up to a limit of twelve hours from when the search operation is initiated. GSFleet determines the duration of a search based on its professional assessment of the possibility of recovery. If the duration is longer than twelve hours, the Customer's consent shall be obtained, as after the initial twelve hours, the Customer will be invoiced for this as a payable, optional additional service.
  - c) The Recovery/Search & Retrieval service applies to the search area of Norway, Sweden, Denmark, Finland, Lithuania, Latvia, Poland and Estonia. Search & Retrieval beyond these areas can be agreed separately.
  - d) The Customer instructs GSFleet to engage its partners to contribute to a search operation. The Customer accepts that GSFleet does not assume any kind of responsibility as a result of such a partner's involvement in a search operation. Further information about GSFleet's partners can be obtained upon request.
  - e) GSFleet is not obliged to initiate the search operation unless:
    - i. The Customer has reported the situation to the police before the search operation begins.
    - ii. The Customer has accepted that during a search operation, access to the Device will be suspended.
    - iii. A real theft of the secured object described in the Contractual Documents has taken place. The Customer must cover the search costs in other cases, including, but not limited to, where the object was "borrowed without asking", e.g. by the Customer's family member or other acquaintance, if the vehicle was towed due to improper parking, or if it turns out that the vehicle was not locked or properly secured as general insurance conditions demand.
- 24.3 If the Service does not include Recovery/Search & Retrieval:
- a) GSFleet has no obligation to initiate a search operation. GSFleet can assist with location detection whenever possible and advisable. Such assistance is offered as a payable additional service.
  - b) Search costs and payable additional costs will be charged in accordance with the applicable rates and charges.
- 24.4 GSFleet reserves the right to halt a search operation in cases where local or international police authorities advise against it as a result of personal safety considerations or for other reasons.

## **25. Service, maintenance and repair**

- 25.1 The Customer undertakes to immediately contact GSFleet if the Device is defective or damaged. The Customer is responsible for returning the Device to GSFleet and the Customer will pay for shipping.
- 25.2 Service, maintenance and repair of the Device may only be carried out by GSFleet or a party approved by GSFleet.
- 25.3 The Customer will cover costs for disconnection and reinstallation during service, maintenance and repair or if the Device needs to be replaced.
- 25.4 The battery replacement is not included in the Fee.

## **26. Warranty Period**

- 26.1 Unless the Customer purchases the Device, GSFleet is responsible for ensuring that the Device operates during the Term when used in accordance with the purpose of the Service and in accordance with GSFleet's instructions. This responsibility does not apply if any interference with the Device has been made by a person not authorised by GSFleet.
- 26.2 If the Customer purchases the Device, the warranty period of twelve months applies to that Device. The warranty period commences when the Term starts.
- 26.3 GSFleet is not liable longer than the third-party warranty for all device or components manufactured by a third-party.

## **27. Delivery conditions**

- 27.1 Delivery conditions INCOTERMS 2020 EXW applies to all deliveries of devices, unless otherwise stated in the Contractual Documents.

## PART 3: SERVICE TERMS FOR GSFLEET'S API SERVICES

### 28. Application of Part 3

28.1 These Service Terms for GSFleet's API Services apply to all GSFleet's API Services. "GSFleet's API Services" means a service that entails GSFleet making data available to the Customer via GSFleet's API under the Agreement. "GSFleet's API" means GSFleet's "Application Programming Interface" that will be used to provide a GSFleet API Service.

### 29. Using GSFleet's API Services

29.1 GSFleet's API Services shall only be used by GSFleet's customers.

29.2 If GSFleet's API Service forms part of the Service, the Customer is granted a non-exclusive and non-transferable access to data made available through GSFleet's API. The access provided to the Customer shall only be used in accordance with GSFleet's documentation.

29.3 GSFleet has a unilateral right to restrict the use of GSFleet's API Services, including the number of API requests or the number of users of GSFleet's API Services. Customer must have GSFleet's prior written consent to use GSFleet's API Services beyond such restrictions.

29.4 The Customer may provide access to GSFleet's API Services to an API Third-Party. An "API Third-Party" means a third-party to whom the Customer has provided direct or indirect access to GSFleet's API Services. The Customer must confirm in writing to GSFleet that an API-Third Party shall be granted access to the Customer's data through GSFleet's API Services. If the Customer gives an API-Third Party access to data made available through GSFleet's API, only the Customer and *not* GSFleet is responsible for an API-Third Party's processing of such data, including but not limited to ensuring that such processing takes place in accordance with applicable laws and regulations. The Customer shall indemnify GSFleet for all consequences that API-Third Party processing of such data may entail, including but not limited to any consequences of violations of applicable laws and regulations.

29.5 To make use of GSFleet's API Services, the Customer or API Third-Party must register information that GSFleet deems necessary.

29.6 The Customer shall not transmit computer viruses, malware or software to GSFleet's IT systems or in any way damage or affect GSFleet's IT systems or data processed in GSFleet's IT systems. The Customer shall indemnify GSFleet for any breach of this obligation. GSFleet has the right to suspend GSFleet's API Services if there is a suspicion that the Customer's or API-Third Party's use of GSFleet's API Services poses a security threat.

### 30. Limitation of liability

30.1 Unless otherwise stated in the General Terms or these Service Terms, GSFleet offers no warranties regarding GSFleet's API Services, including but not limited to the reliability of data available through GSFleet's API or availability of GSFleet's API. GSFleet's API Services are offered according to the "as is" principle.

30.2 Any warranty pursuant to the applicable rules, laws or regulations shall not apply in connection with GSFleet's API Services, unless such a warranty is mandatory.

### 31. Compliance

31.1 GSFleet's API-Services shall not be used in violation of applicable laws, regulations or third-party rights, including human rights, data protection rights or intellectual property rights. The Customer's breach of this obligation shall be deemed a material breach, and the Customer shall indemnify GSFleet for any breach of this obligation.

31.2 To the extent an API-Third Party processes personal data, the API-Third Party is the Customer's data processor and not GSFleet's sub-processor. The Customer is obliged to enter into a lawful data processing agreement with the API-Third Party to the extent necessary.