

STONERIDGE

TERMS OF USE FOR SERVICES

These terms of use are valid from August 2018 and replace earlier versions.

These terms and conditions (“**the Terms of Use**”) are applicable to all Services (as defined below) delivered by Stoneridge Electronics Limited, a company registered under the Companies Acts (company number SC139213) and having its registered office at 5th Floor 1 Exchange Crescent, Conference Square, Edinburgh EH3 8UL (“**Stoneridge**”) and purchased by the customer (“**the Customer**”).

The Terms of Use also govern the Customer’s use of the Website.

By purchasing the Services, and/or accessing the Website, the Customer agrees to: (a) be bound by; and (b) use the Services and the Website in accordance with, the Terms of Use.

The Customer may need to accept further terms, depending on how the Customer uses the Services and the Website.

1. DEFINITIONS

1.1 The following words and expressions in the Terms of Use shall have the meanings specified below, unless indicated otherwise by the context.

1.1.1 “**Authorised Users**” means those employees, agents or contractors of the Customer who are authorised by the Customer to use the Services.

1.1.2 “**Business**” means the business of the Customer carried on during the Term of the Contract.

1.1.3 “**Charges**” means the charges payable by the Customer to Stoneridge for each Service as outlined in the Quotation.

1.1.4 “**Contract**” means the Quotation, or in respect of condition 2.2 the Customer’s order that has not been declined by Stoneridge, together with the Terms of Use.

1.1.5 “**Company Cards**” means tachograph cards issued by an authority of an EU Member State to the owner or holder of vehicles fitted with recording equipment.

1.1.6 “**Data**” means all information (including Personal Data) in respect of the Customer’s vehicles, drivers and drivers’ activity (including data collected from the Tachograph).

1.1.7 “**Data Traffic Volume**” means the volume of data traffic included in SIM Card Services.

1.1.8 “**DigiCentral Server**” means the Tachosys DigiCentral online server to which the Customer may connect to as part of the Online Services and the SIM Card Services to access the OPTAC3 Services.

1.1.9 “**DigiDL**” means Stoneridge’s DigiDL product which holds the SIM Card.

1.1.10 “**Driver Cards**” means tachograph cards issued by an authority of an EU Member State to the Customer’s drivers;

- 1.1.11 **“External Service Provider”** means a third party who provides certain add-on services to OPTAC3 and the Online Services.
- 1.1.12 **“Force Majeure Incident”** means any incident beyond the reasonable control of any of the parties which delays or impedes that party’s ability to fulfil any of its obligations (with the exception of payment obligations) under the Contract (including, without limitation, fire, flood, war, embargo, riots, terrorist acts, government intervention, other operators’ networks, cable failure caused by a third party or other similar circumstances). For the avoidance of doubt, this extends to delays or impediments caused by Stoneridge’s subcontractors.
- 1.1.13 **“Free Trial Account”** means the online account that is created by Stoneridge for the Customer for which no payment is due.
- 1.1.14 **“Login Data”** means the username and password provided to the Customer by Stoneridge in order to access OPTAC3 and/or the Online Account.
- 1.1.15 **“IPR”** means intellectual property rights, such as rights in computer software, patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in design, database rights, rights to use and protect the confidentiality of Confidential Information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in anywhere in the world.
- 1.1.16 **“Confidential Information”** means all information in whatever form regarding Stoneridge or Stoneridge’s business, customers, products, affairs and finances (including any information relating to Stoneridge’s affiliates) with the exception of: (i) information that is in the public domain or will enter the public domain in any manner otherwise than through the Customer’s unauthorised disclosure; (ii) information which was known to the Customer prior to its disclosure to the Customer by Stoneridge; or (iii) information received from a third party who does not owe a duty of confidentiality in relation to this information.
- 1.1.17 **“Card Hotel”** means the Online Service whereby Stoneridge keeps the Company Cards, which permits remote copying of Data.
- 1.1.18 **“Legislation”** means Regulation (EC) No 561/2006 Driving Time and Rest Periods Regulation, The Community Drivers’ Hours and Recording Equipment Regulations 2007 (as amended), Directive 2002/15/EC Working Time – Mobile Road Transport Activities Directive and The Road Transport (Working Time) (Amendment) Regulations 2012.
- 1.1.19 **“Mobile Network”** means the third party electronic communication network used by Stoneridge to provide the SIM Card Services.
- 1.1.20 **“Quotation”** means a written offer from Stoneridge for one or more Services that is valid for thirty (30) days from the quotation date therein, unless specified otherwise by Stoneridge. The Quotation includes, inter alia, a specification of the Services, Charges, the Terms of Use and terms in general.

- 1.1.21 **“Online Account”** means the online account that is created by Stoneridge for the Customer on payment of the Charges.
- 1.1.22 **“Online Services”** means DigiDL, DigiPostpro, DigiCentral, DigiCentral Authenticate, DigiCentral Archive Sync and Card Hotel, together with certain add-on services and any other online service offered by Stoneridge from time to time.
- 1.1.23 **“OPTAC3”** means the online analysis solution for the analysis of Data from Tachographs and Driver Cards against the Legislation.
- 1.1.24 **“OPTAC3 Plus”** means the add-on Service to OPTAC3 where Stoneridge delivers certain Reports to the Customer’s email address.
- 1.1.25 **“OPTAC3 Server”** means the online server to which the Customer may connect to as part of the OPTAC3 Services to upload, save or download Data.
- 1.1.26 **“OPTAC3 Services”** means OPTAC3 and OPTAC3 Plus together with certain add-on services.
- 1.1.27 **“Personal Data”** means any information that relates to an identified or identifiable natural person who can be identified directly or indirectly, with reference to an identifier such as a name, an identification number, localisation information or online identifiers or one or more factors that are specific to the natural person’s physical, physiological, genetic, mental, financial, cultural or social identity (including, but not limited to, the Customer’s drivers’: (a) name; (b) identification number; (c) driving activity; (d) date of birth; (e) driving licence; (f) speeding records; (g) infringement of Legislation; and (h) holiday and absence records).
- 1.1.28 **“Reports”** means the reports provided to the Customer by Stoneridge as part of OPTAC3 Plus.
- 1.1.29 **“Services”** means OPTAC3 Services, Online Services, SIM Card Services and any other service offered and provided by Stoneridge from time to time.
- 1.1.30 **“SIM Card”** means the third party Subscriber Identity Module card provided to the Customer by Stoneridge as part of the SIM Card Services.
- 1.1.31 **“SIM Card Services”** means the services which enable the DigiDL to use the SIM Card to download the Data from the Tachograph to the DigiCentral Server.
- 1.1.32 **“Start Date”** means the date on which the Services are scheduled to begin as outlined in the Quotation.
- 1.1.33 **“Stoneridge System”** means the hardware, software, cables, equipment and communication links (including, but not limited to, the DigiCentral Server, the Mobile Network and the Website) that: (i) are owned, hired or leased by Stoneridge and; (ii) Stoneridge or an External Service Provider administers, maintains and supports in order to provide the Services.
- 1.1.34 **“Tachographs”** means the devices fitted to the Customer’s vehicles that automatically record their speed and distance, together with the driver’s activity.
- 1.1.35 **“Term”** means any Binding Period or Renewal Period (both defined at condition 12.1).

1.1.36 **“Website”** means the website www.optac3.com where the Online Account, OPTAC3 Services and Online Services can be accessed by the Customer.

2. THE CONTRACT

2.1 The Contract shall come into existence when the Customer has accepted the Quotation. No variation of the Quotation shall be effective unless it is agreed in writing and signed by the parties.

2.2 Where the Customer orders Services verbally, in writing or over the telephone, the Contract shall come into existence immediately unless Stoneridge declines the Customer’s order within three (3) working days.

2.3 Where the Customer requests Services through the Website on a ‘free trial’ basis, the Contract shall come into existence on creation of the Free Trial Account for a period of 30 days (the **“Free Trial”**). The Customer shall not be: (a) charged for the Services during the Free Trial; and (b) entitled to benefit from more than one Free Trial.

3. CHARGES

3.1 The Charges are specified in the Quotation.

3.2 Stoneridge reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Start Date in line with the percentage increase in the Retail Price Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Start Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.

3.3 The Charges are exclusive of value-added tax (VAT) chargeable from time to time and other similar tax or universal charge. Where any taxable supply for VAT purposes is made under the Contract by Stoneridge to the Customer, the Customer shall, on receipt of a valid VAT invoice from Stoneridge, pay to Stoneridge such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time payment is due for the supply of the Services.

3.4 Stoneridge shall be entitled to charge the Customer for any expenses reasonably incurred in connection with the Services (including the cost of installation, commissioning, configuration and training).

4. PAYMENT

4.1 Where the Customer pays the Charges in advance, the Customer shall pay the Charges prior to accessing its Online Account.

4.2 Where the Customer pays the Charges in arrears, the Customer shall pay the Charges within thirty (30) days of the date of each invoice submitted by Stoneridge in accordance with the instructions specified on the invoice, unless specified otherwise by Stoneridge.

4.3 If the Customer fails to make a payment due to Stoneridge under the Contract by the due date, then, without affecting any other right or remedy available to Stoneridge, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this condition 4.2 will accrue each day at 4% a year above the Bank of England’s base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

4.4 Any objection by the Customer to an invoice submitted by Stoneridge must be notified to Stoneridge within fourteen (14) days of the invoice date. During this period, the Customer shall pay any undisputed part of the invoice by the due date.

5. SERVICES

5.1 Stoneridge shall deliver the Services on and subject to the terms of the Contract.

5.2 Subject to payment of the Charges by the Customer in accordance with condition 4, Stoneridge hereby grants to the Customer a non-exclusive, non-transferable, revocable right, without the right to grant sublicenses, to permit its Authorised Users to use Services during the Term solely for the Customer's internal business operations.

5.3 Online Account

5.3.1 Stoneridge shall create an Online Account for the Customer to access the OPTAC3 Services and the Online Services.

5.3.2 Once the Online Account has been created, Stoneridge shall send the Login Data to an email address specified by the Customer.

5.4 OPTAC3

In the event that OPTAC3 forms part of the Services:

5.4.1 OPTAC3 shall be available to the Customer via the internet on a subscription basis.

5.4.2 The Customer may download the Data relating to each: (i) Driver Card; and (ii) Tachograph no more than 365 times per calendar year. Where SIM Card Services form part of the Services, the Data relating to each: (i) Driver Card; and (ii) vehicle/Tachograph, shall be uploaded to DigiCentral Server once a day.

5.4.3 In the event that no Data is uploaded, Charges shall be calculated using the minimum tariff (as amended from time to time) in the Quotation.

5.4.4 Subject to condition 13.3, Stoneridge shall store the Data for a period of two and a half (2.5) years (the "**Retention Period**"). Stoneridge shall not be responsible for any Data deleted by the Customer before expiry of the Retention Period.

5.4.5 Stoneridge shall invoice the Customer for OPTAC3 Charges according to the intervals outlined in the Quotation. The Customer shall pay such Charges in accordance with condition 4.

5.5 OPTAC3 Plus

In the event that OPTAC3 Plus forms part of the Services:

5.5.1 The Reports shall be delivered to the Customer by email and shall contain Stoneridge's analysis of the Data and the driving patterns of every Driver Card within the customer account (such as, driving time and rest time).

5.5.2 The number and frequency of Reports shall be outlined in the Quotation.

5.5.3 Stoneridge shall invoice the Customer for OPTAC3 Plus Charges according to the intervals outlined in the Quotation. The Customer shall pay such Charges in accordance with condition 4.

5.6 **Online Services**

In the event that the Online Services form part of the Services:

5.6.1 The Online Services shall be available to the Customer via the internet on a subscription basis.

5.6.2 Stoneridge shall invoice the Customer for the Online Services' Charges each calendar year in advance. For the avoidance of doubt, the first invoice shall be dated the Start Date. The Customer shall pay such Charges in accordance with condition 4.

5.7 **SIM Card Services**

In the event that the SIM Card Services form part of the Services:

5.7.1 Stoneridge shall deliver the SIM Card to the Customer's address set out in the Quotation.

5.7.2 The risk in the SIM Card shall pass to the Customer on completion of delivery. Title to the SIM Card shall remain with Stoneridge and not pass to the Customer. On termination of the Contract, the Customer shall return the SIM Card to Stoneridge.

5.7.3 Stoneridge shall invoice the Customer for the SIM Card Services Charges quarterly in advance. For the avoidance of doubt, the first invoice shall be dated the Start Date. The Customer shall pay such Charges in accordance with condition 4.

5.7.4 In the event that the Customer exceeds the Data Traffic Volume, Stoneridge reserves the right to invoice the Customer monthly in arrears for the volume of data that exceeded the Data Traffic Volume according to the price list for exceeding the Data Traffic Volume (as amended from time to time) in the Quotation.

5.7.5 The SIM Cards work in the country of the Customer's Business. In the event that the Customer wishes to use the SIM Cards outside of such country, the Customer shall enter into separately agreed commercial terms with Stoneridge.

5.7.6 The Customer acknowledges that: (i) Mobile Networks have varying coverage; and (ii) Stoneridge is unable to guarantee that coverage will be available, across the country of the Customer's Business.

5.8 **Add-on services**

5.8.1 **Uploading of Data from an External Service Provider to the OPTAC3 Server and/or the DigiCentral Server**

5.8.1.1 The add-on service which enables the Customer to download Data from an External Service Provider and upload it to the OPTAC3 Server and/or the DigiCentral Server shall form part of the Services on payment of the relevant charge outlined in the Quotation and the External Service Provider's charge (if any).

- 5.8.1.2 The Customer is responsible for ensuring that the Data downloaded from an External Service Provider is in a format that is compatible with OPTAC3 and the Online Services.
 - 5.8.1.3 In the event that this add-on service has been activated, up to thirty-one (31) days of historical digital uploads may be imported automatically from the External Service Provider.
 - 5.8.1.4 Stoneridge is not responsible for: (i) Data stored in files that are received or downloaded from the External Service Provider; (ii) the reliability or content of such files or Data; and (iii) the validity of the digital signature of such files or Data.
- 5.8.2 **Transfer of Data from the OPTAC3 Server and/or the DigiCentral Server to an External Service Provider**
- 5.8.2.1 The add-on service which enables the Customer to transfer Data from the OPTAC3 Server and/or the DigiCentral Server to an External Service Provider shall form part of the Services on payment of the relevant charge outlined in the Quotation and the External Service Provider's charges (if any).
 - 5.8.2.2 Stoneridge is not responsible for ensuring that Data transferred from the OPTAC3 Server and/or the DigiCentral Server to the External Service Provider is in a format that is compatible with the file format used by the External Service Provider.
 - 5.8.2.3 Stoneridge is not responsible for the External Service Provider's use of the Data transferred from the OPTAC3 Server and/or the DigiCentral Server.

6. STONERIDGE'S OBLIGATIONS

- 6.1 Stoneridge shall use reasonable endeavours to:
- 6.1.1 deliver the Services in a professional manner.
 - 6.1.2 maintain and back up the Data.
- 6.2 Stoneridge shall make reasonable efforts to ensure that the Services and the Stoneridge System are available 24 hours a day, seven days a week, except for:
- 6.2.1 planned maintenance, provided that Stoneridge has used reasonable endeavours to give the Customer two (2) weeks' notice in advance in the Online Account; and
 - 6.2.2 unscheduled maintenance performed outside 8.00 am to 6.00 pm, Monday to Friday when the banks in England are open for business, provided that Stoneridge has used reasonable endeavours to give the Customer at least six (6) hours notice in advance.
- 6.3 Notwithstanding condition 6.2, Stoneridge is unable to guarantee that use of the Services and/or the Stoneridge System will be uninterrupted or fault-free. The Services and/or the Stoneridge System may from time to time be entirely or partly inaccessible due to implementation of necessary updates, backups, downtime for maintenance, circumstances beyond Stoneridge's control (such as, third party maintenance) and similar measures. Stoneridge is not liable to the Customer for any such costs, losses, expenses or other harm

arising as a consequence of use of the Services and/or the Stoneridge System failing to be uninterrupted or fault-free.

6.4 Stoneridge (and its affiliates and subcontractors) shall be permitted to:

- 6.4.1 use the Data to meet Stoneridge's obligations under the Contract (including, but not limited to, the administration of Online Accounts and delivering the Services and any support to the Customer);
- 6.4.2 make temporary copies of the Data to: (a) deliver support to the Customer; and (b) improve the Services; and
- 6.4.3 access the Customer's Online Account to: (i) verify the number of Driver Cards and Tachographs connected to OPTAC3 to calculate the Charges; (ii) remedy and notify the Customer of any errors in the Data and the Services; (iii) investigate any misuse, and (iv) connect to any External Service Providers.

6.5 In the event that Stoneridge is prevented from or delayed in fulfilling its obligations under the Contract due to any other party's delay, action or failure, Stoneridge shall not be liable for any such delay or defect.

7. THE CUSTOMER'S OBLIGATIONS

7.1 The Customer shall:

- 7.1.1 provide Stoneridge with: (i) all necessary co-operation in relation to the Terms of the Use; and (ii) all necessary access to such information as may be required by Stoneridge;
- 7.1.2 without affecting its other obligations under the Contract, comply with all applicable laws and regulations with respect to its activities under the Contract;
- 7.1.3 carry out all other Customer responsibilities set out in the Contract in a timely and efficient manner;
- 7.1.4 ensure that the Authorised Users use the Services in accordance with the Contract and shall be responsible for any Authorised User's breach of the Contract;
- 7.1.5 obtain and shall maintain all necessary licences, consents, and permissions necessary for Stoneridge and its contractors to perform their obligations under the Contract (including, without limitation, the Services);
- 7.1.6 not attempt to de-compile, reverse compile, disassemble, reverse engineer, clone or otherwise reduce to human-perceivable form all or any part of Services or the Stoneridge System; and
- 7.1.7 not build a product or service which competes with the Services.

7.2 Customer's equipment

- 7.2.1 The Customer shall ensure that its information technology (including, hardware and software) complies with the relevant specifications provided by Stoneridge from time to time.

7.2.2 The Customer shall: (i) install and maintain anti-virus software on its information technology used to access the Services; and (ii) not access, store, distribute or transmit any viruses during the course of its use of the Services.

7.2.3 The Customer assumes sole responsibility for: (i) any damage to its information technology; or (ii) any breach of its security systems (such as, unauthorised access), as a result of its use of the Services.

7.3 **Login Data**

7.3.1 The Customer assumes sole responsibility for use of the Login Data.

7.3.2 The Customer shall:

7.3.2.1 ensure that the Login Data is kept confidential;

7.3.2.2 ensure that any Authorised Users who are no longer employed or appointed by the Customer are withdrawn as Authorised Users; and

7.3.2.3 notify Stoneridge immediately of any unauthorised access to the Services.

7.4 **Use of Services and the Stoneridge System**

7.4.1 The Customer shall ensure that no files (other than those supported by the Services and the Stoneridge System) are uploaded and/or transferred to the Stoneridge System.

7.4.2 The Customer shall ensure that Services and the Stoneridge System are not used to:

7.4.2.1 cause harm or any other damage to Stoneridge or third parties;

7.4.2.2 gain or attempt to gain unauthorised access to any information, servers or accounts;

7.4.2.3 attempt to explore, scan or test the vulnerability of a system or network or breach security or authentication measures;

7.4.2.4 manipulate, disrupt or otherwise damage the Stoneridge System;

7.4.2.5 attempt to disrupt Services for any other customer, host or network, (including, but not limited to, sending viruses via the Stoneridge System or “overloading”, “flooding”, “spamming”, “mailbombing” or “crashing” the Website); and

7.4.2.6 to provide services to third parties.

7.5 **Data**

7.5.1 The Customer assumes sole responsibility for the Data (including, but not limited to, maintaining its accuracy and correcting any errors).

7.5.2 The Customer shall ensure that the Data:

7.5.2.1 is free from viruses, trojans, worms or other malicious software or code;

7.5.2.2 is in an agreed format;

- 7.5.2.3 is unable in any other way to harm or negatively impact the Services or the Stoneridge System;
- 7.5.2.4 does not contain prohibited, illegal or unethical material; and
- 7.5.2.5 does not infringe Stoneridge and/or third party IPR.
- 7.5.3 The Customer assumes sole responsibility for the transfer of Data to the OPTAC3 Server and/or the DigiCentral Server as part of the OPTAC3 Services.
- 7.5.4 Stoneridge assumes sole responsibility for the Data in the DigiCentral Server as part of the Online Services, unless: (i) use of the Mobile Network was not uninterrupted and fault-free; or (ii) the transfer was otherwise interrupted by the Customer or a third party.

7.6 **Card Hotel**

In the event that Card Hotel forms part of the Services:

- 7.6.1 The Customer shall provide Stoneridge with a valid Company Card and maintain its validity.
- 7.6.2 The Customer assumes sole responsibility for ensuring that the Company Card is locked correctly to the Tachograph.

7.7 **SIM Cards**

- 7.7.1 The Customer shall:
 - 7.7.1.1 not rent, lend or sell the SIM Card;
 - 7.7.1.2 use the SIM Card as part of the Services only;
 - 7.7.1.3 not to attempt to manipulate or otherwise destroy the SIM Card or any other part of the Equipment (including, the link to the Stoneridge System);
 - 7.7.1.4 not remove the SIM Card from the Equipment. In the event that the SIM Card is used in third party equipment, notwithstanding any other remedies Stoneridge may have, Stoneridge shall be entitled to claim damages for any losses attributable to such utilisation;
 - 7.7.1.5 in the event that the SIM Card is lost or stolen, shall notify Stoneridge immediately so that: (i) the SIM Card can be blocked; and (ii) Stoneridge can provide a replacement SIM Card. Stoneridge shall charge the Customer for a new SIM Card according to the price list in the Quotation. The Customer assumes sole responsibility for its and third parties' use of the SIM Card and the Services until the SIM Card is blocked. For the avoidance of doubt, the Customer shall: (i) continue to pay for the Services; and (ii) not be entitled to a reduction in the Charges, during the period the SIM Card is blocked or unusable.

8. SUSPENSION

- 8.1 Stoneridge shall be entitled to suspend the Services immediately if Stoneridge discovers or has reason to suspect that the Customer is using the Services in breach of any term of the Contract.
- 8.2 Notwithstanding condition 8.1, Stoneridge shall use reasonable endeavours to notify the Customer in advance of suspension and the Customer shall be given the opportunity to rectify the breach within 24 hours, unless the law prohibits such notice.
- 8.3 Stoneridge shall also be entitled to suspend the Services if:
- 8.3.1 it is obliged to do so by law;
 - 8.3.2 the Customer fails to pay any overdue invoice within fourteen (14) days; or
 - 8.3.3 the Customer reasonably requests suspension.
- 8.4 For the avoidance of doubt, the Customer shall pay the Charges for the Services during suspension.
- 8.5 Stoneridge shall be entitled to charge the Customer an administrative charge if the Services are resumed after suspension.

9. PERSONAL DATA

- 9.1 For the purpose of this condition, “**Data Protection Legislation**” means the Data Protection Act 1998, the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any successor legislation.
- 9.2 Both parties will comply with all applicable requirements of the Data Protection Legislation, and the data processing agreement between Stoneridge and the Customer.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Customer acknowledges and agrees that Stoneridge (and its affiliates) and/or licensors own all IPR in the Services. Except as expressly stated herein, the Contract does not grant the Customer any rights to, under or in, any IPR in respect of the Services.
- 10.2 Stoneridge shall indemnify and hold harmless the Customer against losses, claims, damages, expenses and costs arising out of any claim that the Services infringe any IPR, provided that:
- 10.2.1 Stoneridge is given prompt notice of any such claim;
 - 10.2.2 the Customer provides reasonable co-operation to Stoneridge in the defence and settlement of such claim; and
 - 10.2.3 Stoneridge is given sole authority to defend or settle the claim.
- 10.3 In the defence or settlement of any claim, Stoneridge may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on two (2) working days’ notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 10.4 In no event shall Stoneridge (and its affiliates) be liable to the Customer to the extent that the alleged infringement is based on:

- 10.4.1 a modification of the Services by anyone other than Stoneridge; or
 - 10.4.2 the Customer's use of the Services in a manner contrary to the instructions given to the Customer by Stoneridge; or
 - 10.4.3 the Customer's use of the Services after notice of the alleged or actual infringement from Stoneridge or any appropriate authority.
- 10.5 The foregoing states the Customer's sole and exclusive rights and remedies, and Stoneridge's (including its affiliates) entire obligations and liability, for infringement of any IPR.
- 10.6 The Customer shall indemnify and hold harmless Stoneridge against all losses, claims, damages, expenses and costs arising out of or in connection with the Customer's use of the Services, provided that:
- 10.6.1 the Customer is given prompt notice of any such claim;
 - 10.6.2 Stoneridge provides reasonable co-operation to the Customer in the defence and the settlement of such claim; and
 - 10.6.3 the Customer is given sole authority to defend or settle the claim.

11. LIMITATION OF LIABILITY

- 11.1 Subject to condition 11.3, Stoneridge shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for loss of profits, depletion of reputation or goodwill, loss of business or business opportunities and/or similar losses or loss or corruption of data or information, pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Contract.
- 11.2 Except as expressly and specifically provided in this agreement:
- 11.2.1 the Customer assumes sole responsibility for results obtained from the use of the Services and the Reports by the Customer, and for conclusions drawn from such use. The Customer acknowledges that Stoneridge's analysis of the Data does not constitute a final and authoritative stance on whether specified driving, working and rest periods are compatible with the Legislation. Stoneridge shall have no liability for any damage caused by errors or omissions in any information, instructions or Data provided to Stoneridge by the Customer in connection with the Services, or any actions taken by Stoneridge at the Customer's direction;
 - 11.2.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Terms of Use; and
 - 11.2.3 the Services and the Reports are provided to the Customer on an "as is" basis.
- 11.3 Nothing in this agreement excludes the liability of Stoneridge for:
- 11.3.1 death or personal injury caused by the Supplier's negligence; or
 - 11.3.2 fraud or fraudulent misrepresentation.

- 11.4 Subject to condition 11.3, Stoneridge's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the total Charges paid by the Customer during the 12 months immediately preceding the date on which the claim arose.

12. TERM AND TERMINATION

- 12.1 The Contract shall, unless otherwise terminated in accordance with the Terms of Use, commence on the Start Date and shall continue for 24 months ("**the Binding Period**"). Thereafter, the Contract shall automatically renew for successive periods of twelve (12) months (each a "**Renewal Period**"), unless:

12.1.1 either party notifies the other party of termination, in writing, at least three months before the end of the Binding Period or any Renewal Period, in which case the Contract shall terminate upon the expiry of the applicable Binding Period or Renewal Period; or

12.1.2 otherwise terminated in accordance with the provisions of the Terms of Use.

- 12.2 If the Contract is terminated in accordance with condition 12.3 below (or otherwise during the Binding Period), the Customer shall be liable for any SIM Card Services Charges during the Binding Period.

- 12.3 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by given written notice to the other party if:

12.3.1 the other party commits a material breach of any other term of the Contract and that breach is irremediable or (if that breach is remediable) fails to remedy the breach within a period of thirty (30) days after being notified in writing to do so;

12.3.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors, being wound up, having a receiver appointed to any of its assets or ceasing to carry on business;

12.3.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

12.3.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

13. CONSEQUENCES OF TERMINATION

- 13.1 Termination or expiry of the Contract shall not affect any rights, remedies, obligation or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the data of termination or expiry.

- 13.2 On termination of the Contract:

13.2.1 the Customer shall immediately pay to Stoneridge all of Stoneridge's outstanding unpaid invoices and interest and, in respect of Services delivered but for which no invoice has been submitted, Stoneridge shall submit an invoice, which shall be payable by the Customer immediately on receipt; and

- 13.2.2 the Customer shall return all Stoneridge property and Reports which have not been fully paid for. If the Customer fails to do so, then Stoneridge may enter the Customer's premises and take possession of them. Unless they have been returned, the Customer shall be solely responsible for their safekeeping and will not use them for any purpose not connected with the Contract.
- 13.3 For a period of three (3) months from the date of termination of the Contract, the Customer shall have access to the Data uploaded to the OPTAC3 Server and/or the DigiCentral Server. Thereafter, Stoneridge shall delete all Data held by it. For the avoidance of doubt, after the date of termination of the Contract, the Customer will be unable to upload new Data to the OPTAC3 Server and/or the DigiCentral Server.

14. CONFIDENTIALITY

- 14.1 The Customer undertakes that it shall not disclose to any person any Confidential Information. The Customer shall hold the Confidential Information in strict confidence and shall store the Confidential Information as it stores its own confidential information. The Customer may disclose the Confidential Information to its employees and agents who need to know such information for the purposes of carrying out the Customer's obligations under the Contract. The Customer shall ensure that its employees and agents comply with this condition 14.1.
- 14.2 The provisions in condition 14.1 do not preclude the Customer disclosing Confidential Information as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3 At Stoneridge's request, the Confidential Information shall be returned to Stoneridge or destroyed. For the avoidance of doubt, this includes copies of the Confidential Information. The Customer shall certify in writing that it has destroyed the Confidential Information within seven (7) days after it completes the destruction.

15. FORCE MAJEURE

- 15.1 Neither party shall be liable to the other party if it is prevented from or delayed in performing its obligations (with the exception of payment obligations) under the Contract if such failure is due to a Force Majeure Incident, provided that the other party is notified of the delay and its expected duration.
- 15.2 If the Force Majeure Incident lasts for more than ninety (90) days, either party may terminate the Contract with immediate effect, provided that the other party is notified of termination. For the avoidance of doubt, the Customer shall pay Stoneridge for all Services provided up to the date of termination.

16. OTHER TERMS

- 16.1 **Change of address:** The Customer assumes sole responsibility for ensuring that the contact information submitted to Stoneridge is correct. The Customer shall notify Stoneridge of any changes to its contact detail (no later than at the point the details have changed).
- 16.2 **Notices:** Any notice required to be given under the Contract shall be in writing. A notice delivered by email shall be deemed to have been received on the day on which it was sent. A notice delivered by post shall be deemed to have been received three (3) working days after it was posted. A notice delivered by courier shall be deemed to have been received at the point of delivery.

- 16.3 **Assignment:** The Customer shall not, without the prior written consent of Stoneridge, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract. Stoneridge may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights and obligations under the Contract.
- 16.4 **Publicity:** Stoneridge reserves the right to use a general description of the Customer and the Services provided to the Customer in its advertising material and other marketing material.
- 16.5 **Entire Agreement:** The Contract constitutes the entire agreement between the parties' and supersedes and extinguishes all previous agreements, contracts or undertakings between them whether written or oral, relating to its subject matter.
- 16.6 **Suitability of the Services:** The Customer determines whether the Services are suitable for the purposes for which the Customer has ordered them. The Customer acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty that is not set out in the Contract.
- 16.7 **Severance:** If any provision in the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but shall not affect the validity and enforceability of the rest of the Contract.
- 16.8 **Waiver:** No failure or delay by a party to exercise any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 16.9 **Amendments to the Terms of Use:** Stoneridge may update these Terms of Use from time to time. It is your responsibility to check these Terms of Use periodically for changes. Stoneridge will use reasonable endeavours to notify you of any material changes. Your continued use of the Website and/or Services following the posting of changes will mean that you accept and agree to the changes.
- 16.10 **No partnership:** Nothing in the Contract is intention or shall operate to create a partnership between the parties or authorise either party to act as agent for the other, and neither party shall have the authority to bind the other in any way.
- 16.11 **Third party content:** Stoneridge shall accept no liability for loss or harm arising from third party information or links on the Website.
- 16.12 **Interpretation:** Clause and paragraph shall not affect the interpretation of the Contract. Unless the context otherwise requires, singular words shall include the plural, and vice versa. If there is any discrepancy between the Terms of Use and the Quotation, the Terms of Use shall take precedence.
- 16.13 **Export control:** Stoneridge will not supply the Services and the Stoneridge System to countries that are subject to export control restrictions decided upon by the country of the Customer's Business, the UN, the EU or the US. Use of the Services in these countries is prohibited.
- 16.14 **Ethical Business Practice Statement:** Stoneridge is committed to ethical business practices in compliance with the United Kingdom's Bribery Act 2010. Stoneridge has a zero tolerance of bribery or any activities which amount to unethical or corrupt business practice. A copy of Stoneridge's policy regarding this is available on request from ethics.eu@stoneridge.com.

17. DISPUTES

- 17.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 17.2 Each party irrevocably agrees that the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract.