

KRONE Diagnostics Terms and Conditions
(Status: May 2023)

1. Subject of the license

- 1.1 KRONE Diagnostics is a software and system infrastructure developed and provided by KRONE for use by KRONE's service partners as well as other vehicle repair workshops and, where applicable, other users to enable an efficient and reliable analysis of defects and maintenance of commercial vehicles and trailers manufactured by KRONE (collectively "KRONE Trailers").
- 1.2 KRONE Diagnostics includes software which enables the user of the software to read out the fault memory, apply software updates and change the configuration of KRONE Trailers ("**Diagnosics Software**"); the scope and characteristics of the Diagnostics Software are conclusively described in **Annex 1** as well as in the user manual, video tutorials and other accompanying documentation (collectively "**Diagnosics Documents**") provided by KRONE for this purpose. The Diagnostics Software shall be made available via a website operated by KRONE by entering the access data provided by KRONE after the conclusion of the contract. Once the Diagnostics Software has been installed, the user may make available, retrieve and save the respective and retrievable KRONE Trailer data ("**Diagnosics Data**") on a local computer. Updates to the Diagnostics Software will be provided automatically by KRONE in accordance with these Terms and Conditions. The user manual can be opened via the Diagnostics Software and the video tutorials can be viewed via the non-public area of the KRONE Youtube channel.
- 1.3 The subject matter of the agreement concluded under these Terms and Conditions is the acquisition and grant of time-limited rights to use the Diagnostics Software by KRONE to Licensee (§ 548a in conjunction with §§ 535 et seq. of the German Civil Code [*Bürgerliches Gesetzbuch*, BGB]) under the terms and conditions set forth in below ("**License Agreement**"). Unless otherwise agreed, installation and configuration services are not covered by this License Agreement.

2. Ownership, license and restrictions

- 2.1 KRONE is and shall remain the owner of all rights with respect to the Diagnostics Software and the Diagnostics Documents, including, without limitation, the intellectual property rights therein (e.g., copyrights and trademarks). Licensee shall not obtain any rights therein, express or implied, other than the rights of use expressly set forth in this License Agreement.
- 2.2 After payment of the License Fee according to Section 6, KRONE grants to Licensee a non-exclusive, non-transferable, not sublicensable right, which is limited in time for the duration of this License Agreement and unlimited in location, to use the Diagnostics Software for the purposes set out in Section 1.2 and in accordance with the terms of this License Agreement ("**Diagnosics License**").
- 2.3 The Diagnostics License also extends to newer versions (updates) of the Diagnostics Software as soon as KRONE makes them available to Licensee in accordance with the terms of this License Agreement. The source code of the Diagnostics Software is not part of the License.
- 2.4 The permitted use includes the installation as well as the loading, displaying and running of the Diagnostics Software; making a copy of the Diagnostics Software by

the Licensee is only permitted to the extent that this is necessary for the aforementioned contractual use. **In general, each Diagnostics License is limited to one terminal device by use of a hardware key**, so that the creation of a backup copy is not permitted and not possible. In the event that the relevant terminal device becomes defective during the term of the Diagnostics License, the hardware key may be reset by KRONE at Licensee's request and the Diagnostics License may then be used on another terminal device.

- 2.5 The Use of any permitted copy of the Diagnostics Software is subject to the terms and limitations of this License Agreement.
- 2.6 The Licensee shall not sell the Diagnostics Software and/or the Diagnostics Documents to third parties or make them available to third parties in any other way (in particular by renting, lending or sublicensing) or to make the Diagnostics Software available in public or otherwise accessible. Excluded from the prohibition of the transfer of the Diagnostics Software set forth in sentence 1 is the transfer to such third parties to which no independent right of use is granted and which are subject to the instructions of the Licensee with respect to the use (e.g. employees of the Licensee).
- 2.7 Licensee is not entitled to modify or edit the Diagnostics Software unless the modification or editing is a required remedy of a defect for enabling the permitted use of the Diagnostics Software, provided that KRONE is in default with the remediation of that defect.
- 2.8 Licensee shall not reconstruct, decompile or decrypt any source code or underlying ideas or algorithms of the Diagnostics Software or allowing a third party to do so.
- 2.9 The above restrictions under Sections 2.4 to 2.8 shall not apply with respect to acts of use which cannot be contractually prohibited under indispensable statutory provisions of German law (§§ 69d, 69e of the German Copyright Law [*Urheberrechtsgesetz*]).
- 2.10 If Licensee violates any of the restrictions on use set forth in the foregoing provisions of this Section 2, all of Licensee's rights of use granted under this License Agreement shall immediately terminate and automatically revert to KRONE; this shall also apply to any third party rights of use pursuant to Section 2.6. In such case, Licensee shall in particular immediately and completely discontinue the use of the Diagnostics Software and delete any copies existing on its systems or hand them over to KRONE.

3. Formation of contract, provision of the license, system requirements, updates

- 3.1 The presentation of the Diagnostics License or of KRONE Diagnostics on KRONE's internet pages or advertising material does not constitute a binding contract offer. Licensee's order for the Diagnostics License shall constitute an offer to enter into a contract. Each order shall be subject to acceptance by KRONE (order confirmation), whereby the License Agreement is concluded and comes into effect.
- 3.2 For the purpose of providing the Diagnostics License, KRONE will send an email to the email address of the contact person provided by Licensee after the License Agreement is entered into, which will contain a link to download the Diagnostics Software.
- 3.3 Downloading, installing and using the Diagnostics Software requires a personal computer workstation, which must be provided by the Licensee. The requirements for the installation and operation of the Diagnostics software are included in **Annex 2**.
- 3.4 To the extent that updates or upgrades to the Diagnostics Software are offered by KRONE during the term of this

License Agreement, they will be automatically provided, downloaded and installed via a sync server operated by KRONE, provided that there is an Internet connection. Licensee herewith agrees to such automatic updates.

3.5 Any costs for a data transfer shall be borne by the Licensee.

4. Obligations of KRONE

4.1 KRONE is obligated to grant the Diagnostics License pursuant to Section 2, to provide it to the Licensee pursuant to Section 3 and to provide the Diagnostics Documents.

4.2 KRONE is not obligated to install the Diagnostics Software on Licensee's systems; Licensee shall be solely responsible for such installation.

4.3 KRONE shall provide the Diagnostics Software in a condition suitable for use in accordance with the agreements made. With the exception of updates necessary to correct errors and to close security risks, KRONE is not obligated to offer updates of the Diagnostics Software or to adapt the Diagnostics Software to changed conditions of use or technical and functional developments or to improve functions.

4.4 The agreed quality of the Diagnostics Software shall not be affected by any deviating representations of KRONE Diagnostics in public statements of distributors or third parties, unless KRONE has expressly confirmed such deviating quality in writing. Descriptions of the Diagnostics Software do not constitute a warranty.

5. Obligations of the Licensee

5.1 Licensee shall inform itself about the essential functions of the Diagnostics Software. The risk of the economic usability of the Diagnostics Software shall be borne by the Licensee.

5.2 Prior to its use, Licensee shall test the Diagnostics Software for freedom from defects and technical usability in the existing hardware and software environment. Licensee shall be responsible for setting up and operating a sufficiently functional and efficient hardware and software environment for the use of KRONE Diagnostics.

5.3 Licensee is aware that certain functions of KRONE trailers may be controlled with the Diagnostics Software (e.g., raising and lowering of the lift axle) and that improper use may endanger life and health. Licensee will ensure that the Diagnostics Software is used exclusively by adequately trained personnel that will always follow the warnings of the Diagnostics Software. Before using the Diagnostics Software for the first time, the user of the software must familiarize himself sufficiently with the functions of the Diagnostics Software by using the video tutorials and the manual.

5.4 Licensee is obliged to take appropriate measures to ensure that unauthorized third parties cannot access the Diagnostics Software or the Diagnostics Documents.

5.5 Licensee agrees to notify KRONE immediately of any and all violations of this License Agreement of which Licensee is aware by Licensee or any person acting on Licensee's behalf. KRONE must also be notified immediately of any loss of log-in data or passwords and any suspected misuse thereof. In such cases KRONE shall be entitled to block the use of the Diagnostics Software.

5.6 Licensee is obligated to perform appropriate backups of the Diagnostic Data and thereby ensure that lost data can be restored with reasonable effort, regardless of the cause of the data loss.

5.7 Licensee shall be obligated to install any updates provided by KRONE (cf. Section 4.3) without undue

delay, to the extent required, or to consent with the automatic installation of reasonable updates by KRONE.

5.8 Licensee shall comply with its obligations under data protection law pursuant to Section 10.2.

6. Prices and terms of payment

6.1 In consideration for KRONE's performance of its obligations under Section 4 Licensee shall pay the price specified in the purchase order and the order confirmation ("**License Fee**").

6.2 The license fee does not include any taxes, duties or other fees, which may be charged separately.

6.3 Unless otherwise agreed, Licensee shall make payment of any claims within 30 days, as provided by § 288 (3) of the German Civil Code (BGB). The date of each payment shall be the date of receipt at the bank account specified in the invoice. During Licensee's default in payment, KRONE shall be entitled to charge interest at the statutory rate (in the case of claims for payment of fees, 9% p.a. above the respective base interest rate). The right to assert further claims for compensation (e.g. lump sum for default costs in accordance with § 288 (5) BGB in the amount of EUR 40 or interest on arrears in accordance with § 353 HGB (German Commercial Code)) or the exercise of other rights shall not be limited thereby.

7. Warranty

7.1 If Licensee becomes aware of any condition of the Diagnostics Software or the Diagnostics Documents that is in breach of this Agreement, Licensee shall notify KRONE thereof without undue delay. KRONE shall remedy any notified defects within a reasonable period of time. If KRONE fails to do so, Licensee shall be entitled to the rights granted by applicable law, unless otherwise provided in this License Agreement.

7.2 Licensee shall provide KRONE with the access to the Diagnostics Software required for the purpose of remedying the defect and shall provide all other necessary cooperation.

7.3 In particular, there is no condition contrary to contract or a defect if and to the extent that the respective complaint is based on (i) the Diagnostics Software not being used in accordance with the instructions; (ii) Licensee's hardware or software environment being defective or inadequate; (iii) Licensee breaching its obligations under Section 5; or (iv) Licensee has made modifications to the Diagnostics Software that have not been expressly approved in writing by KRONE.

7.4 The strict liability for damages for defects that were already present at the time of conclusion of the contract (§ 536 (1) BGB) is excluded.

7.5 KRONE makes no warranties, express or implied, other than the warranties set forth in this License Agreement, as to any particular condition of the Diagnostics Software or the Diagnostics Documents or as to the availability and performance of any software component at any time without interruption. In particular, KRONE reserves the right to further develop the functions and usability of KRONE Diagnostics and to make updates from time to time for justified reasons (cf. Section 4.3). Temporary restrictions on the use of KRONE Diagnostics may also result from necessary maintenance work or force majeure.

8. Liability

8.1 Unless otherwise provided in this License Agreement, KRONE and Licensee shall be liable for any breach of contractual and non-contractual obligations in accordance with applicable law.

- 8.2 KRONE's liability shall be unlimited for damages and reimbursement of expenses – irrespective of the legal grounds – within the scope of liability for fault (*Verschuldenshaftung*) under German law in the event of intent and gross negligence. In the event of ordinary negligence, KRONE shall be liable, subject to a milder standard of liability under statutory provisions (e.g. for diligence in its own affairs), only (i) for damages arising from injury to life, body or health and (ii) for damages arising from the breach of a material contractual obligation (obligation the performance of which is a prerequisite for the proper performance of the contract and the observance of which Licensee regularly relies on and may rely on); in such case, however, KRONE's liability shall be limited to compensation for the foreseeable, typically occurring damage.
- 8.3 KRONE shall not be liable for the loss of data and/or programs to the extent that the damage is due to Licensee's breach of its duty to make data backups under Section 5.6 has been breached. In all other respects, liability for loss of data shall be limited to the typical recovery costs that would have been incurred if data had been properly backed up on a regular basis.
- 8.4 The provisions resulting from Sections 8.2 and 8.3 shall also apply mutatis mutandis to the benefit of KRONE's vicarious agents, legal representatives, agents, employees and workers to the extent of their personal liability, if any. They shall not apply to the extent that KRONE has fraudulently concealed a defect or has assumed a guarantee for the quality of the Diagnostics Software as well as to Licensee's claims under the German Product Liability Act (*Produkthaftungsgesetz*), under Article 82 of Regulation 2016/679/EU (GDPR) or under other mandatory statutory provisions or bases for claims, but only in accordance with the provisions therein.

9. Term of the agreement, termination, deletion

- 9.1 The License Agreement shall apply after its conclusion in accordance with Section 3.1 for 12 months, beginning with the date of provision of the Diagnostics License. It is a fixed term without automatic renewal. The Licensee is free to reactivate an expired Diagnostics License by placing a new order.
- 9.2 A right to ordinary terminate the License Agreement is excluded for both parties. The right of both parties to an extraordinary termination for good cause at any time in accordance with the statutory provisions shall remain unaffected. Any termination must be made in writing or text form.
- 9.3 In the event of termination of the License Agreement, Licensee shall in particular immediately and completely discontinue to use of the Diagnostics Software and delete any copies existing on its systems or hand them over to KRONE. The latter shall apply mutatis mutandis to the Diagnostics Documents, if KRONE so requests. Any use of the Diagnostics Software after termination of the License Agreement may be technically prevented by KRONE.

10. Personal Data

- 10.1 The personal data provided by Licensee to KRONE (in particular the data of the contact person as well as any data of third parties transmitted in connection with the use of KRONE Diagnostics, e.g. in connection with warranty cases) shall be processed in accordance with applicable data protection law.
- 10.2 Licensee is aware that the use of the Diagnostics

Software may involve the processing of personal data of third parties, in particular of Licensee's customers and the users (e.g. vehicle drivers) of the KRONE trailers concerned (e.g. by reading out accident logs, position data, clock times). In this respect, Licensee shall ensure compliance with all relevant data protection provisions and shall in particular (i) ensure that the data subjects are adequately informed under data protection law prior to any use of the Diagnostics Software and (ii) ensure the security of the personal data by taking appropriate technical and organizational measures.

11. Final provisions

- 11.1 If any provision of this License Agreement or any provision subsequently incorporated herein is or becomes void or unenforceable, in whole or in part, or if any provision is found to contain a gap, the validity of the remaining provisions shall not be affected thereby.
- 11.2 This License Agreement for the use of the Diagnostics Software applies in addition to KRONE's Terms and Conditions of Sale and Delivery (available at <https://www.krone-trailer.com/agb>). In the event of any conflict, the provisions of this License Agreement shall prevail. KRONE does not recognize any deviating general terms and conditions of Licensee and their application is expressly rejected.
- 11.3 Amendments and supplements to this License Agreement must be made in writing. This also applies to the suspension of this written form requirement.
- 11.4 Licensee may not transfer the rights and obligations under this License Agreement to any third party without the prior consent of KRONE.
- 11.5 This License Agreement shall be governed by the laws of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods. Insofar as mandatory and indispensable national legal provisions exist for foreign customers which conflict with this choice of law, these shall remain unaffected in their scope of application.
- 11.6 If Licensee is a merchant (*Kaufmann*) within the meaning of the German Commercial Code (*Handelsgesetzbuch*), a legal entity under public law or a special fund under public law, Werlte (Germany) is agreed as the exclusive place of jurisdiction for any actions (including counterclaims) and judicial measures, irrespective of the legal grounds, arising from or in connection with this License Agreement. Any mandatory place of jurisdiction contrary to this legal venue (e.g. for Licensees from abroad, where relevant) shall remain unaffected. KRONE shall also be entitled, but not obligated, to bring an action in the court having jurisdiction at Licensee's place of business.

Annex 1: Functionalities of the Diagnostics Software

- ❖ Software update
 - Updating firmware

- ❖ Configuration
 - Reading and writing configurations

- ❖ Commissioning
 - Commissioning after component replacement

- ❖ Diagnosis
 - Read out, save and delete error codes

- ❖ Monitoring
 - Visualization of actual values for error analysis

- ❖ Test functions
 - Diagnostic support through guided test sequences

- ❖ Operating data
 - Read out of operating data

Detailed descriptions of the functionalities are provided in the user manual and the video tutorials.

Annex 2: Installation and operating requirements

Description	Minimum requirements	Recommended
Operating system	Windows 10 / 64 bit	>= Windows 10 / 64 bit
Processor	2x 1.8 GHz	4x 1.8 GHz
RAM	4 GB	>= 8 GB
Free hard disk space	60 GB	60 GB
Display resolution	1366 x 768	1920 x 1080
USB port	1x USB 2.0	1x USB 3.0
WLAN	802. 11 a/b	802. 11 a/b/n
Internet connection	Broadband connection	Broadband connection