

STANDARD TERMS AND CONDITIONS

from

Next Generation Mobility GmbH
Zielstattstr. 13
81379 Munich, Germany
-fleetster-

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Standard Terms and Conditions

The contractual relationship between Next Generation Mobility GmbH, having its registered office at Zielstattstr. 13, 81379 Munich, Germany (hereinafter referred to as “**fleetster**”) and its customer for the fleetster software platform (“**Customer**”) is governed by the following standard terms and conditions.

Furthermore, the following Exhibits are part of these standard terms and conditions:

- **Exhibit 1: Service Level Agreement**

<https://www.fleetster.net/legal/service-level-agreement.pdf>

- **Exhibit 2: Contract Processing of Data**

<https://www.fleetster.net/legal/contract-processing-of-data.pdf>

including: **Technical and organisational measures**

<https://www.fleetster.net/legal/technical-and-organisational-measures.pdf>

If the Customer already receives products or services from fleetster on the basis of an earlier agreement, from now on the following standard terms and conditions shall also apply to those products or services, thereby replacing the previous version of fleetster’s standard terms and conditions. If in the future the Customer orders additional products or services from fleetster, the following standard terms and conditions shall also apply to such future products or services.

Any additional or contrary standard terms and conditions of Customer shall not apply, even if fleetster accepts a purchase order in which Customer refers to its own standard terms and conditions and/or which is accompanied by a copy of Customer’s own standard terms and conditions.

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Standard Terms and Conditions

1. Definitions
 - 1.1 **"Additional Services"** has the meaning defined in section 4.1.
 - 1.2 **"Affected Party"** has the meaning defined in section 16.1.
 - 1.3 **"Affiliate"** has the meaning defined in section 3.2.
 - 1.4 **"Agreement"** means the entire contractual relationship between the Parties, including these standard terms and conditions.
 - 1.5 **"Confidential Information"** has the meaning defined in section 15.1.
 - 1.6 **"Control"** has the meaning defined in section 3.2.
 - 1.7 **"Customer"** has the meaning defined in the first paragraph of these standard terms and conditions.
 - 1.8 **"Customer Data"** has the meaning defined in section 8.1.
 - 1.9 **"Defects"** has the meaning defined in section 5.4.
 - 1.10 **"fleetster"** has the meaning defined in the first paragraph of these standard terms and conditions.
 - 1.11 **"Force Majeure"** has the meaning defined in section 16.1.
 - 1.12 **"IP Claims"** has the meaning defined in section 12.1.
 - 1.13 **"Party"** and **"Parties"** have the meanings defined in the first paragraph of these standard terms and conditions.
 - 1.14 **"Software"** means the cloud-based mobility, fleet management, travel management and/or corporate carsharing solutions provided to Customer by fleetster.
 - 1.15 **"Software Purpose"** has the meaning defined in section 3.2.
 - 1.16 **"Statement of Work"** or **"SOW"** has the meaning defined in section 4.2.
 - 1.17 **"Unaffected Party"** has the meaning defined in section 16.1.
 - 1.18 **"Work Result"** has the meaning defined in section 4.3.
 - 1.19 **"Billing Cycle"** has the meaning defined in Section 10.2.
2. General
 - 2.1 Under the Agreement fleetster will provide the agreed scope of the Software and/or other agreed products or services to the Customer. The Software is provided as "Software as a Service (SaaS)", meaning that the Software and its associated data are hosted centrally by fleetster and are accessed and operated by the Customer's users with standard web browsers over the internet.

2.2 fleetster may update or upgrade the Software during the term of the Agreement to provide error corrections and/or functional enhancements, provided that any such updates or upgrades which

- remove, or significantly alter, any Software features and/or
- modify the Software's user interface in a way that requires significant additional training of users for enabling them to continue use of previously existing functionalities and features.

shall only be permitted with the Customer's consent. Modifications of fleetster's Software technology that do not result in such effects do not require the Customer's prior consent. Customer's consent shall be deemed as given if (i) fleetster notifies the Customer of the new version and the corresponding changes in text form (e.g. by email or via the changelog at <https://www.fleetster.net/product-updates>) with an adequate notice period (usually four weeks) and (ii) the Customer does not object to the change in text form (e.g. by email) before the change is implemented. In its notification to the Customer fleetster will explicitly remind the Customer of this consequence.

2.3 fleetster shall not be obliged to offer potential new versions of its technology to the Customer as described in section 2.2.

2.4 fleetster shall not be obliged to comply with the Customer's requests for additional system functionalities but may include such functionalities in one of its next Software releases at fleetster's sole discretion. Any Customer suggestions regarding the Software functionality or design, or any other input given by the Customer, does not result in a co-creatorship of the Customer regarding the corresponding Software feature, and has no influence on the remuneration owed by the Customer.

3. License

3.1 Subject to the terms and conditions of the Agreement and payment of the agreed fees (including usage-based fees), fleetster grants to the Customer a non-exclusive, limited and non-transferable (except as explicitly stated in the Agreement) right, during the term of the Agreement, to access and use the Software for its intended purpose. The Customer's right to access and use the Software particularly comprises the right to input and/or upload data into the Software, to process these data using the Software, and to download data using the download interfaces provided by the Software.

3.2 The Customer's right to use the Software is limited to the own mobility, fleet management, travel management and/or corporate carsharing needs of the Customer and/or its Affiliates (the "**Software Purpose**"). The Software Purpose does not comprise the right to re-sell the Customer's right to use the Software to third parties and/or to use the Software for mobility solutions that are used by third parties who are not Affiliates of the Customer.

For the purposes of the Agreement the term "**Affiliate**" of either Party shall mean any corporation, company or other entity which at the relevant time: (i) is Controlled by this Party; or (ii)

Controls this Party; or (iii) is under common Control with this Party. For this purpose, "**Control**" means either the direct or the indirect control of more than 50% of the shares or other equity interests in the entity that are entitled to vote in the election of directors (or, in the case of an entity that is not a corporation, for the election or appointment of the corresponding managing authority).

- 3.3 The Customer is entitled to sub-license some or all of its rights to access and use the Software
- to Affiliates of the Customer and/or
 - to employees and/or external contractors of the Customer (or of Customer Affiliates) to the extent they need to access and use the Software for the Software Purpose.

The Customer shall ensure that such third parties' access to and/or use of the Software complies with all the terms and conditions of the Agreement, and any violation of these terms and conditions by such third parties shall be deemed to be a violation by the Customer.

4. Additional Services

- 4.1 From time to time the Parties may agree on additional works or services to be provided by fleetster to the Customer in connection with the Software ("Additional Services"). Such Additional Services may include (but are not limited to)
- customizing the Software and/or
 - modifications to existing Software features and/or the addition of new Software features requested by the Customer.
- 4.2 For each Additional Service the Parties shall individually agree on the scope of fleetster's work and the corresponding fees to be paid by the Customer ("**Statement of Work**" or "**SOW**"). Any SOW requires the explicit written agreement of both Parties, which the Parties may give or withhold at their discretion.
- 4.3 The terms and conditions of the Agreement shall apply to any SOW agreed between the Parties, even if the SOW does not make an explicit reference to the Agreement.
- 4.4 Any work result of fleetster's Additional Services ("Work Result") shall be licensed to the Customer on the same licensing terms as the original Software. Any intellectual property rights in a Work Result that are not explicitly granted to the Customer pursuant to the terms and conditions of the Agreement shall be owned by fleetster.

5. Acceptance procedure

- 5.1 Any Work Result shall be subject to the Customer's acceptance pursuant to acceptance tests verifying that the Work Result conforms to the agreed functionality and specifications. The Parties shall strive to agree in advance on a defined set of testing and acceptance criteria for each Work Result.

- 5.2 The acceptance procedure shall commence within fourteen (14) working days after fleetster has notified the Customer that a specific Work Result is ready for acceptance testing. The testing period for the Customer shall be fourteen (14) days for each Work Result.
- 5.3 If the Work Result meets the agreed testing and acceptance criteria, or if no such criteria have been agreed it essentially complies with the agreed functionality and specifications for the Work Result, the Customer shall issue an acceptance certificate to fleetster within a period of five (5) days after the end of the testing period as defined in section 5.2. A Work Result essentially complies with its agreed functionality and specifications if the Work Result itself and all its material components can be used without major impediments.
- 5.4 If the Work Result does not meet the requirements for acceptance pursuant to section 5.3, the Customer shall notify fleetster thereof in text form (e.g. by email) within the time period specified in section 5.3 and shall also provide a detailed description of the items which do not conform to the agreed specifications or functionality and require rectification by fleetster ("**Defects**"). Acceptance shall be deemed given if the Customer does not provide this notice of Defects within the time period specified in section 5.3.
- 5.5 If the Work Result does not meet the requirements for acceptance pursuant to section 5.3, fleetster shall
- remedy the Defects which caused failure of the acceptance test, and
 - give notice to the Customer once the Defects have been removed.
- The acceptance procedure pursuant to this section 5 shall then be repeated.
- 5.6 Should the Work Result repeatedly fail acceptance, the Customer shall be entitled, at its option, to (i) partially cancel the relevant SOW to the extent it relates to the specific Work Result without any costs or liability towards fleetster and claim refund of any payments made to fleetster in relation to this Work Result, or (ii) require an appropriate reduction of fleetster's fees relating to the Work Result.
- 5.7 Acceptance does not release fleetster of its obligation to remedy any Defects identified in the acceptance testing protocol, nor of any other obligation owed by fleetster with regard to Defects that are identified at a later stage during the term of the Agreement.
- 5.8 Each Party shall bear its own costs and expenses incurred in relation to the acceptance testing.
- 5.9 Specific delivery dates for Work Results are only binding if they are explicitly agreed or confirmed by fleetster as binding in text form (e.g. by email).

6. Hosting

- 6.1 Unless expressly agreed otherwise, fleetster will host (or have third-party service provider host) and retain physical control over the Software and make the Software available through the internet for access, use and operation by the Customer through standard web browsers and/or through mobile apps for accessing the Software.
- 6.2 Unless it is

- expressly agreed otherwise or
- technically necessary, e.g. with regard to HTML or JavaScript code that is delivered by fleetster's web server and needs to be interpreted by the Software users' web browsers and/or mobile apps for accessing the Software which fleetster distributes to users via the official app stores Apple's iTunes App Store and Google's Play Store,

fleetster shall not be obliged to deliver or otherwise make available to the Customer any copies of computer programs or code from the Software, whether in object code or source code form.

- 6.3 The service level agreements applicable to fleetster's hosting of the Software is specified in **Exhibit 1: Service Level Agreement** (<https://www.fleetster.net/legal/service-level-agreement.pdf>).

7. Defects and user support

- 7.1 In the event of Software Defects fleetster shall remedy the Defect within an adequate time period. In the event of Defects in other products (e.g. key cabinets, telematic devices, etc.) fleetster shall remedy the Defect at fleetster's choice by either (i) repair of the defective product or (ii) provision of a non-defective replacement product.
- 7.2 Should fleetster fail to remedy a Defect in an adequate time period, the Customer shall be entitled to an appropriate reduction of fleetster's fees relating to the product or service that is affected by the Defect.
- 7.3 The Customer shall not be entitled to any fee reductions before the grace period pursuant to section 7.2 above has expired. The strict liability (i.e. irrespective of fleetster's negligence or intent) provided for in the first sentence, first alternative of section 536a(1) German Civil Code (BGB) shall not apply.
- 7.4 The Customer will appoint and notify to fleetster one or more designated support contact persons who will, absent exceptional circumstances, be the Customer's sole point(s) of contact with fleetster's user support.
- 7.5 fleetster's sole warranty obligation with regard to Defects in third-party products that fleetster procures on behalf of the Customer and resells to the Customer at cost (either with or without charging a fleetster handling fee) shall be to assign fleetster's own warranty claims against the third-party seller to the Customer, and to assist the Customer in pursuing these claims against the third-party seller. Any other claims against fleetster because of Defects in such third-party products shall only exist to the extent that a Defect was caused by fleetster's own improper handling of the third-party product.
- 7.6 Any claims regarding Defects in deliverables to the Customer shall become time barred 12 months after the Customer has accepted the deliverable pursuant to section 5 above or, if there was no delivery procedure pursuant to section 5, 12 months after its delivery to the Customer. This does not apply to Defects caused by fleetster's gross negligence or intent.

8. Data

- 8.1 The Customer will retain all right, title and interest to any data that are input and/or uploaded into the Software on behalf of the Customer (or any of its Affiliates) or obtained by further processing of these data using the Software (together the **"Customer Data"**).
- 8.2 During the term of the agreement the Customer can access and export those parts of the Customer Data that fleetster makes available via the standard functions provided by the Software. The Customer's access to any other parts of the Customer Data (e.g. the underlying "raw" data in fleetster's databases) requires a separate agreement between fleetster and the Customer providing for an adequate remuneration for the corresponding working time of fleetster's staff.
- 8.3 Fleetster creates hourly backups of all accounts. The backups are intended for system-wide problems. The retrieval of data for individual accounts that was caused by wrong usage is not intended. Hence, the Customer is obliged to use the Software's export functionality to regularly (at least whenever any relevant changes to the Customer Data have occurred) create its own back-up copies of the Customer Data that are made available by fleetster via the export feature. Such preventive measures against a potential loss of data shall be the Customer's own responsibility. Upon customer request backups can be used for data retrieval with cost.
- 8.4 For a period of 7 days after expiry of the Agreement the Customer will remain able to access the Customer Data stored by fleetster and can export these data in CSV format using the standard export functions provided by the Software. The Customer itself shall be responsible to export the Customer Data in due time to secure them for future use. Any transfers or exports of data that cannot be performed by the Software's standard functions will have to be ordered in due time and requires a separate agreement between fleetster and the Customer providing for an adequate remuneration for the corresponding working time of fleetster's staff.
- 8.5 Upon expiry of the 7 days data export period pursuant to section 8.4 fleetster shall delete the Customer Data from its storage media, and shall destroy any corresponding documents under its control, except to the extent that fleetster is bound by statutory retention provisions to continue storing such data.
- 8.6 The obligation to delete data pursuant to section 8.5 above shall not apply to data contained in regular back-up copies of comprehensive datasets, where individual deletion of the Customer Data would cause significant efforts for fleetster. Restoring or using such data copies in any way after the Agreement has ended is not be permitted. The Customer may request fleetster to delete such back-up copies as well, provided that the Customer agrees to reimburse fleetster for any costs incurred in such process; this shall also comprise adequate compensation for the corresponding working time of fleetster's staff.
- 8.7 fleetster will retain all right, title and interest to transactional and performance data related to the Customer's use of the Software which fleetster may collect and use for security, Software

optimization, and product marketing purposes, provided that such data and use may not reveal the identity of the Customer or comprise any specific Software use characteristics that may reveal the identity of the Customer.

9. Protection of personal data

- 9.1 The Contract Processing of Data applicable to fleetster's processing of the Customers' data is specified in **Exhibit 2: Contract processing of data** (<https://www.fleetster.net/legal/contract-processing-of-data.pdf>).

10. Remuneration

- 10.1 The Customer shall pay the agreed remuneration to fleetster. The agreed remuneration is exclusive of sales or value added tax, which shall – if applicable – be added at the statutory rate.
- 10.2 Customers can choose a billing cycle. Three options are available: (1) twelve months billing, (2) three months billing, (3) monthly billing. Options (2) and (3) are subject to a surcharge, which is defined in the offer. Unless otherwise agreed, twelve-month billing applies.
- 10.3 If customers increase usage within the current cycle (e.g., activate more vehicles, activate users for driver's licence checks / UVV, reach the next price level in the billing modules), the additional costs will be invoiced in the next billing cycle.
- 10.4 All licences are invoiced per invoice. If the customer wishes to split the invoice (e.g., one invoice per customer), 5.00€ will be charged per additional invoice.
- 10.5 Unless otherwise agreed fleetster shall issue an invoice to the Customer at the beginning of each billing cycle for all recurring usage fees that will be incurred during this cycle. For products or services that are only provided for a part of the month the full monthly fees will be charged.
- 10.6 All other products (e.g., key cabinets, telematic devices, telematic data contracts, white label services, etc.) have their individual terms, which are not part of this agreement.
- 10.7 fleetster's invoices for any Additional Services shall be issued according to the mutually agreed milestone dates in the respective SOW. If no such milestone dates have been agreed the Additional Services shall be invoiced after their completion.
- 10.8 fleetster will usually issue its invoices electronically in PDF format. Against payment of additional 5.00 € per invoice the Customer can request a paper invoice instead.
- 10.9 All payments shall be due net thirty (30) days after the corresponding invoice was received by the Customer. Interest at the statutory rate for late payments, pro-rated on a daily basis, shall be paid on any late amounts.
- 10.10 The Customer shall not be entitled to offset its own claims against any claim of fleetster under the Agreement (or to claim any right of retention) unless the Customer's counter-claim is (i) undisputed by fleetster, (ii) confirmed by a binding court decision that cannot be appealed, or (iii) based on a defect of the specific product or service for which fleetster demands payment with its own claim against the Customer.

- 10.11 fleetster shall be entitled to raise a right of retention and to suspend performance of some or all of its obligations under the Agreement if (and as long as) the Customer fails to make a due payment to fleetster within two weeks after receipt of a written payment reminder from fleetster that explicitly states fleetster's intention to suspend performance if no payment is made.
- 10.12 The parties will try to structure their relationship in a way that avoids any withholding tax obligations regarding the fees becoming due under the Agreement. If such obligations are unavoidable, however, and to the extent that it is not possible to obtain an exemption or reduction, the Customer shall deduct the applicable withholding tax amounts from its payments to fleetster and shall provide documentation to fleetster proving that these amounts have been paid to the competent tax authority.
11. Subcontractors
- 11.1 The Customer agrees that fleetster, in providing its products or services under the Agreement, may use third party subcontractors at its discretion.
- 11.2 fleetster currently uses the following company as a subcontractor:
- **Hosting in Germany (default for all German customers with German pricing):**
Amazon Web Services EMEA SARL, 38 avenue John F. Kennedy, L-1855 Luxemburg (on the basis of Amazon Web Services' standard terms and conditions for such services).
 - **Hosting in the USA (default for all US customers with US pricing):**
Amazon Web Services, Inc., 410 Terry Avenue North, Seattle, WA 98109-5210, USA (on the basis of Amazon Web Services' standard terms and conditions for such services).
 - **Hosting in Canada on "ca-central-1" AWS region (default for all Canadian customers with Canadian pricing)**

Amazon Web Services Canada, Inc., 120 Bremner Blvd, 26th Floor, Toronto, ON M5J 0A8, Canada (on the basis of Amazon Web Services' standard terms and conditions for such services).
- fleetster shall inform the Customer of any intended changes concerning the addition or replacement of subcontractors, thereby giving the Customer the opportunity to object to such changes.
- 11.3 Where fleetster engages subcontractors for carrying out specific processing activities regarding Customer Personal Data, the same data protection obligations as set out in the Agreement between fleetster and the Customer shall be imposed on that subcontractors by way of a contract or other legal act under applicable law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of applicable data protection law.
- 11.4 fleetster shall remain fully responsible for fulfilling all its obligations under the Agreement in relation to any tasks it has delegated to a subcontractor.

12. Indemnifications

- 12.1 fleetster shall indemnify the Customer from and against any claims, demands and actions brought against the Customer that are based upon any infringement of third party (i) patents (including utility models) in the European Union and/or (ii) intellectual property rights other than patents inside or outside the European Union in relation the Customer's use of the Software in accordance with the Agreement ("**IP Claims**"). fleetster shall not be responsible for any patents (including utility models) outside the European Union.
- 12.2 As a condition of such defence and indemnification, the Customer shall give fleetster prompt notice of any alleged IP Claim, provide all reasonable information, cooperation and assistance, shall not accept or make any admission, compromise or settlement on its own for any such claims, and shall conduct any disputes, including settlements out of court, only in agreement with fleetster.
- 12.3 fleetster shall have no obligations under this section 12.1 to the extent that a claim is based on (i) the combination, operation or use of the Software with other services or software not provided by fleetster if such infringement would have been avoided in the absence of such combination, operation or use; or (ii) use of the Software in any manner inconsistent with the Agreement; or (iii) the negligence or wilful misconduct of the Customer.

13. Limitation of liability

- 13.1 For damages caused by not more than slight negligence fleetster shall only be liable if such damage is due to a material breach of duty, endangers the achievement of the object of the Agreement, or is due to a failure to comply with duties the very discharge of which is an essential prerequisite for the proper performance of the Agreement.
- 13.2 In the events falling under section 13.1 above, or in the event of damage attributable to gross negligence of a simple employee (i.e. not an executive employee or officer) of fleetster, fleetster's liability shall be limited to damages that are typical and foreseeable for the respective type of contract.
- 13.3 In the events falling under section 13.2 above, the overall liability of fleetster shall be limited to a maximum amount of 100,000 € per damaging event with a maximum total liability of 250,000 € for all damaging events occurring in any calendar year.
- 13.4 fleetster's liability for loss of profit shall be fully excluded in the events falling under section 13.2 above.
- 13.5 fleetster shall not be liable for any loss of, or damage to, data or programs to the extent that such loss or damage would have been avoided or mitigated by adequate preventative measures of the Customer (which includes the Customer's own creation of back-up copies pursuant to section 8.3 above). Any liability of fleetster for loss of data or programs shall be subject to the other limitations of this clause 12.3.
- 13.6 Except in cases where a contractual guarantee has been given or in case of death or personal injury the limitations of this clause 12.3 shall apply irrespective of the cause of action, including

tort, quasi-contractual liability, contractual indemnification obligations, or warranty claims. The limitations shall also apply – with the necessary changes – if claims are raised directly against an employee, agent or other representative of fleetster.

14. Term and termination

- 14.1 The Agreement commences on the agreed date (without an explicit agreement on the commencement date upon acceptance of the Agreement by both Parties).
- 14.2 With regard to the Software either Party can terminate the Agreement for convenience until up to 30 days prior to the expiry of the agreed billing cycle defined in Section 10.2 at the commencement of the agreement. The termination notice must be served to the other Party via the Software user interface or in text form (e.g. by email to sales@fleetster.net). As long as neither Party terminates in due time, the Agreement shall be automatically extended by 12 months or by the agreed billing cycle in accordance with Section 10.2.
- 14.3 The Parties' right to terminate the Agreement for cause shall remain unaffected.
- 14.4 Upon Customer's request fleetster shall be obliged to provide any reasonable transition support to Customer and/or to any subsequent third-party supplier selected by the Customer before and/or after termination of the Agreement becomes effective, in each case against reasonable remuneration for fleetster on a time & materials basis. This transition support includes the Customer's access to the Customer Data pursuant to section 8.2, but does not oblige fleetster to disclose or transfer any computer programs or code of the Software, whether in object code or source code form.
- 14.5 Any provisions of the Agreement which by their nature are designed to continue to apply after the Agreement has ended shall remain unaffected by the Agreement's termination. This particularly applies for any indemnification or damage claims which the Parties may have.

15. Confidentiality

- 15.1 **"Confidential Information"** shall be all information marked as "confidential", or oral information which is subsequently confirmed in text form (e.g. by email) and marked as confidential, as well as information whose confidential nature is clear from its content or from the circumstances under which it was disclosed. Confidential information shall include the content of any commercial agreements between the Parties. If there is any doubt as to the confidential nature of information, the Party considering disclosure of this information shall contact the other Party without undue delay to seek clarification, in any event before disclosing the information to third parties.
- 15.2 Information shall not be deemed confidential if (a) it was known before disclosure by the other Party; (b) it was developed independently without recourse to or use of information from the other Party; (c) it was lawfully received from third parties who, to the Party's best knowledge, were not bound by any confidentiality obligation to the other Party; (d) such information becomes known to the general public without infringement of confidentiality provisions contained in the Agreement, or of any other provisions in place to protect the business secrets of

the Parties; or (e) it must be disclosed based on an official or judicial order, or based on the disclosure rules applicable to companies that are listed on a public stock exchange. In the latter case, the disclosing Party shall inform the other Party of the disclosure without undue delay.

- 15.3 Each Party undertakes to treat the other Party's Confidential Information as confidential, and to apply at least the same degree of care in protecting the other Party's Confidential Information as it applies to protecting its own Confidential Information (but in any case not less than reasonable care).
- 15.4 The confidentiality obligation under this clause 15 shall apply for the agreed term of the Agreement and for an additional period of 10 years thereafter.

16. Force Majeure

- 16.1 Neither Party shall be liable for default of any obligation hereunder if such default results from a force majeure (which includes, without limitation, governmental acts or directives, acts of God, terrorism, war, insurrection, riot or civil commotion, flooding, or embargoes) which is not within the reasonable control of the Party affected ("**Force Majeure**"). In such events, the affected Party (the "**Affected Party**") shall, without undue delay, inform the other Party (the "**Un-affected Party**") of such circumstances together with documents of proof; and the performance of obligations hereunder shall be suspended during, but not longer than, the period of existence of such cause and the period reasonably required to perform the affected obligations in such cases.
- 16.2 Should a cause of Force Majeure relating to a material obligation of the Affected Party continue for more than one (1) month, the Parties shall discuss in good faith the performance of each Party's obligations hereunder.

17. Legal venue and governing law

- 17.1 Exclusive legal venue for any claims, differences or disputes arising out of or in connection with the Agreement ("**Dispute**") shall be to the courts that are competent for the city of Munich, Germany (except for expedited debt collection procedures or any other Disputes with mandatory statutory legal venue to other courts, which shall remain unaffected).
- 17.2 All Disputes shall be decided in accordance with the substantive law in force in Germany (excluding any reference or recourse to other jurisdictions). The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

18. References

- 18.1 fleetster shall be entitled to use the Customer's name and logo for reference purposes in its own advertising materials such as website, trade fair presentation, brochures, newsletters etc. If such use of the Customer's brand is subject to specific guidelines the Customer has to notify these to fleetster in text form (e.g. by email).

- 18.2 Any use of the Customer's name and/or logo in press releases to external distribution lists and/or in case studies shall only be made with the Customer's prior consent.

19. Modifications of the Agreement

fleetster may modify any terms and conditions of the Agreement with the Customer's consent. The Customer's consent shall be deemed as given if (i) fleetster notifies the Customer of the proposed changes in text form (e.g. by email) with an adequate notice period (usually four weeks) and (ii) the Customer does not object to the change in text form (e.g. by email) before the change becomes effective. In its notification to the Customer fleetster will explicitly remind the Customer of this consequence.

20. Severability

If any provision contained in the Agreement is or becomes ineffective or is held to be invalid by a competent authority or court, all other provisions of the Agreement shall remain in full force and effect, and the Parties shall agree in good faith to substitute the ineffective or invalid provision by a valid and enforceable provision having an economic effect as similar as possible to the original provision.