

Term & Conditions Telematics

The Telematic Solutions consists of hardware, software ("IntelliOPS") and services and are provided by companies of the Aebi Schmidt Group ("Aebi Schmidt") or authorized dealers or other commissioned parties ("Dealers"). These Terms and Conditions (T&C) govern the agreement and therefore the use of the Aebi Schmidt Telematic Solutions and supplement the terms of the order of the Customer (as defined below) as confirmed by the respective Aebi Schmidt company in writing (a "Confirmed Order"). The terms of these T&C together with the terms of such Confirmed Order and all agreements, policies and documents referred to therein (including but not limited to the terms and conditions of sale accessible at www.m-bco.com) form an integral part of the agreement between Customer and the respective Aebi Schmidt company (collectively, the "Agreement"). The term "Customer" in these T&C shall mean the customer or the client identified in the applicable Confirmed Order.

1. Object of these T&C

1.1. Modem kit

Delivery of a modem including GPS-antenna, SIM card and cables to connect the modem to the machine(s): This modem collects data of the machine and transmits the data via available wireless telecommunication networks to the servers of Aebi Schmidt.

1.2. IntelliOPS software

Aebi Schmidt delivers IntelliOPS modules with the following purposes:

1. Products for insights in the operations:

- IntelliOPS standard summer, winter and airport: an application for monitoring and reporting activities of machines like sweepers, agriculture machines, spreaders and all other machines which can be used for management of public space. Key functionalities are configuration of assets, live monitoring of the operation and creating reports about the executed activities.
- IntelliOPS premium winter: an application for monitoring and reporting about winter maintenance. On top of the standard application this solution gives the opportunity to manage routes, scenario's and escalations, report on specific areas, has more map layers and can create invoices to third parties.
- IntelliOPS airport standard: an application for monitoring and reporting about cleaning airports (sweeping, spreading, etc.) on land- and airside. Key functionalities are configuration of assets, live monitoring of the operation and creating reports about the executed activities.
- IntelliOPS airport premium: an application for monitoring and reporting about cleaning airports (sweeping, spreading, etc.) on land- and airside. On top of the standard application this solution gives the opportunity to manage routes, scenario's and escalations, report on specific areas, has more map layers and can create invoices to third parties.

2. Products for insights in maintenance/service

- IntelliOPS service standard: This service is provided on the basis of an application for monitoring the maintenance intervals of the machine. This application gives the opportunity to define a maintenance schedule and provides the customer with alerts when maintenance for the machine is due.
3. If Aebi Schmidt develops further IntelliOPS services which are used by the Customer, such services shall also be covered by the provisions of this T&C.

1.3. Activation and Access to the IntelliOPS System

Unless the Confirmed Order sets forth a specific activation date, after Aebi Schmidt has confirmed the Customer's order in writing, the contact person of Customer gets access to the Telematic Solution. Customer provides Aebi Schmidt a name and e-mail address for this purpose. This contact person can create accounts for colleagues and give them access to the system. Customer acknowledges that Aebi Schmidt will not have access to Personal Data (as defined below) of such colleagues.

Aebi Schmidt provides support for the Customer. In case of problems with activation and/or access, the Customer shall first contact the first level support. This is the Local Service Organization (LSO) of Aebi Schmidt or the Dealer who sold the license. Contact during the local business opening hours is made either via a ticket system, email, or telephone. For more complex issues the LSO or Dealer can fall back on the centralized second level support in the Netherlands.

2. Hardware and Software

2.1. Hardware

In this T&C, the modem together with accessories such as cables, cable harnesses, GPS-antenna and SIM cards shall be referred to as "Hardware". If the Hardware has not already been pre-installed in the Aebi Schmidt machine that the Customer has purchased, it must be purchased and installed separately either by Aebi Schmidt or an authorized Dealer. The use of the Hardware by the Customer is subject to all of the terms of the Agreement as well as all other terms and conditions agreed upon with the Customer at the time of purchasing the Hardware.

2.2. SIM card

The modem will include a removable SIM Card. The SIM card will be used exclusively for the Telematic Solution communication and data transfers only in

conjunction with an activated modem that can only be purchased from Aebi Schmidt or an authorized Dealer or is already installed on Aebi Schmidt machines. The Customer does not acquire any ownership of the SIM Card. All rights, including the granting of rights to use the software installed on the SIM Cards shall remain with Aebi Schmidt. Aebi Schmidt shall be entitled to replace or modify the SIM Cards. Aebi Schmidt reserves the right to deactivate the SIM Card, and to bill Customer for the reimbursement of any additional expenses incurred by Aebi Schmidt, if Customer uses the SIM Card for any purpose other than utilizing the Telematic Solution. The Customer is not allowed to transfer the SIM card provided by Aebi Schmidt to a third party without Aebi Schmidt express prior consent.

2.3. Software

The services software, modem software, and other software and/or firmware ("Software") contains proprietary code of Aebi Schmidt or third parties licensed under the terms of this section and may include third party code separately licensed as specified in any documentation accompanying the Hardware. Aebi Schmidt grants to Customer a non-exclusive, non-transferrable, revocable license to use the Software solely (i) in conjunction with use of the Telematic Solution, and (ii) together with Hardware. Customer agrees that Aebi Schmidt may update the Software on the Hardware during the term of the Agreement as often as is deemed appropriate. Aebi Schmidt is not liable for any data loss due to the update of the service.

3. New services

Aebi Schmidt may make available to the Customer new features to enhance the Telematic Solution. New services may be subject to a separate agreement or consent.

4. Data Processing

All data processed under the Agreement are processed for the sole purpose of Aebi Schmidt's performance of the services agreed by the parties in the Agreement.

4.1. Processing of data to activate the terminal

Aebi Schmidt processes data like company name of Customer, and Customer's address, modem number, e-mail address, organization ID. Customer acknowledges that Aebi Schmidt has access to aggregated and deidentified information only. Customer may, however, provide Aebi Schmidt, in its sole discretion, data that is personally identifiable to a natural person ("Personal Data"). In such case, Customer hereby represents and warrants that it has the necessary consent, permit or authorization to disclose such Personal Data to Aebi Schmidt and allow Aebi Schmidt to process such Personal Data pursuant to these T&C.

4.2. Connectivity

The Services will be enabled through one or more wireless telecommunications providers duly authorized by Aebi Schmidt. The range and signal strength may vary from location to location and are dependent on the range and signal strength of the local provider. Aebi Schmidt does not guarantee or assume any liability for certain coverage, range, or signal strength.

4.3. Processing of data to provide the Telematic Solution services

Aebi Schmidt processes, via the Hardware, raw data from the machines of the Customer and transmit this data to the servers of Aebi Schmidt. On the servers of Aebi Schmidt this data will be processed, combined, and translated into information and insights which will be published in the Telematic Solution.

4.4. Data storage

Aebi Schmidt shall retain the data for the lesser of 4 years and the longest period permissible under applicable law and delete them after this period. If Customer wishes Aebi Schmidt to keep the data for a longer period, it must be agreed to by the parties in the Confirmed Order. In the event the data contains Personal Data, Customer represents and warrants to Aebi Schmidt that Customer has obtained the necessary consent, authorization, and permit from the third party from which the Personal Data was collected with respect to the requested retention period. Without any liability to Customer, Aebi Schmidt may refuse the retention of any Personal Data if such retention would violate any third party right or the applicable laws, rules, or regulations. Aebi Schmidt will invoice the additional fee for the storage as set forth in the Confirmed Order.

4.5. Aebi Schmidt usage of data

Customer agrees that Aebi Schmidt may access and use the data in anonymized form for statistical purposes as well as to improve or enhance the services provided under the Agreement, develop additional or new Aebi Schmidt products and services, and/or identify new usage types of equipment. Aebi Schmidt will have access to the machine diagnostic data on the servers of Aebi Schmidt.

4.6. Data Privacy and Compliance

Aebi Schmidt will use commercially reasonable efforts to process all data and provide Telematic Solution Services in compliance with applicable laws and regulations e.g., general data protection regulation ("GDPR"), the applicable

United States data privacy laws (e.g., California Consumer Protection Act, California Privacy Rights Act, Virginia Consumer Data Protection Act, Colorado Privacy Act and Utah Consumer Privacy Act.) If Customer machine is used by 3rd parties on behalf of the Customer, Customer hereby represents and warrants that Customer complies with all applicable laws, rules and regulations (e.g. GDPR, employment law, US data privacy laws) including but not limited to obtaining the necessary consent, permit or authorization from employees and such other third parties from which the Customer collects Personal Data and making the necessary disclosures to such employees and third parties about the use and sharing of their Personal Data and their rights. Customer shall indemnify, defend, and hold Aebi Schmidt, its affiliates, their respective directors, officers, employees, and agents from and against all claims by such employees and/or third parties (including penalties from government authorities) resulting from, related to or in connection with Customer's breach of its representations and warranties under this Section 4.

5. Abuse or fraudulent use of the Telematic Solution

Customer will not abuse or make fraudulent use of the Telematic Solution, and agrees (a) not to engage or participate in, or permit, any abuse or fraudulent use of the Telematic Solution, (b) to promptly report to Aebi Schmidt or to the Dealer any such abuse or fraudulent use of which Customer becomes aware, and (c) to cooperate in any investigation or prosecution relating to any abuse or fraudulent use initiated by Aebi Schmidt. Customer is solely liable for charges, costs or damages resulting from abuse or fraudulent use. Aebi Schmidt may restrict or cancel, at its sole discretion, Customer's Telematic Solution under this Agreement if there is a reasonable suspicion of abuse or fraudulent use. Abuse or fraudulent use of the Telematic Solution includes, but is not limited to:

- a. Accessing, altering, or interfering with the communications of and/or information about another customer of Aebi Schmidt, any Dealer, or wireless provider or attempting or assisting another person or entity to do or attempt any of the foregoing;
- b. Rearranging, tampering with or making an unauthorized connection to any wireless provider's network;
- c. Installing any amplifiers, enhancers, repeaters, or other devices that modify the radio signals or frequencies upon which the Telematic Solution Services are provided or operating the Hardware in a manner that violates applicable law or governmental regulation;
- d. Unauthorized access to Telematic Solution Services or wireless provider's service;
- e. Using any scheme, false representation or false credit device, with the intent to avoid payment, in whole or in part, for Telematic Solution Services;
- f. Unauthorized modification of Hardware or Software;
- g. Causing the Hardware to be installed by any person or entity other than Aebi Schmidt or a Dealer or other by Aebi Schmidt certified Hardware installer;
- h. Unauthorized access to, use of, alteration of, or destruction of the System Data files, programs, procedures, or information related to Customer;
- i. Use with the intent to reverse engineer or clone the Telematic Solution, or any attempt to create a substitute or similar service through use of, or access to, the Telematic Solution Services;
- j. Use for any unlawful, illegal or fraudulent purpose;
- k. Tracking the location, or performance and behavior of any natural person without first obtaining all necessary prior authorizations from such person, according to applicable laws and regulations;
- l. Provide the use or allow the use of the service of persons located or connected with embargo countries or in countries where the service is not allowed.

In case one or more of such abuse or fraudulent use Aebi Schmidt is allowed to interrupt immediately the service and withdraw from the service contract. In this case the Customer will not be credited or refunded any charges for the Telematic Solution.

6. Default of payment

If the Customer is in default with payments, Aebi Schmidt shall set him a period of grace and claim default interest of 5%. If Customer does not pay within the period of grace either, Aebi Schmidt shall be entitled to withdraw from the contract with immediate effect and to cease the services.

7. Term and Termination

Unless otherwise agreed by the parties in the Confirmed Order, the subscription to the Telematic Solution shall commence on the date of activation of the modem and for a fixed period of 1 year except if the subscription is terminated earlier due to a material breach of the Agreement. The subscription does automatically renew for one year unless written notice of termination is given three (3) months before the end of the subscription period to the end of the month. Upon expiration the subscription will cease.

8. Limitation of Liability

WITHOUT LIMITING THE APPLICABILITY OF AEBI SCHMIDT'S TERMS AND CONDITIONS OF SALE ACCESSIBLE AT [\[INSERT HYPERLINK\]](#), THE FOLLOWING PROVISIONS APPLY:

CUSTOMER'S USE OF THE TELEMATIC SOLUTION IS AT HIS OWN DISCRETION AND RISK. UNLESS OTHERWISE AGREED, AEBI SCHMIDT MAKES NO CLAIMS OR PROMISES ABOUT THE QUALITY, ACCURACY, OR RELIABILITY OF THE TELEMATIC SOLUTION, AVAILABILITY OR UPTIME, OR CONTENT. AEBI SCHMIDT EXCLUDES ALL IMPLIED CONDITIONS,

WARRANTIES, REPRESENTATIONS OR OTHER TERMS THAT MAY APPLY TO THE TELEMATIC SOLUTION.

AEBI SCHMIDT WILL NOT BE LIABLE TO CUSTOMER (NOR TO CUSTOMER'S USERS OR ANY OTHER PERSON CLAIMING RIGHTS DERIVED FROM CUSTOMER'S RIGHTS) FOR ANY LOSS OR DAMAGE, WHETHER IN CONTRACT, TORT, OR BREACH OF STATUTORY DUTY, THAT MIGHT ARISE IN RELATION TO OR FROM THE USE OF THE TELEMATIC SOLUTION, INCLUDING ANY (I) INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE; (II) LOSS OF PROFITS, SALES, BUSINESS, REVENUE OR USE; (III) BUSINESS INTERRUPTION; (IV) LOSS OF BUSINESS OPPORTUNITY, GOODWILL OR REPUTATION; OR (V) LOSS OF INFORMATION OR DATA. AEBI SCHMIDT'S LIABILITY FOR INTENTIONAL OR GROSS NEGLIGENT BEHAVIOR AS WELL AS AEBI SCHMIDT'S LIABILITY UNDER STATUTORY PRODUCT LIABILITY LAW REMAINS UNAFFECTED.

CUSTOMER'S USE OF ANY CONTENT IT GENERATES FROM THE USE OF THE TELEMATIC SOLUTION IS AT HIS OWN DISCRETION AND RISK.

WHILE PROVIDING THE TELEMATIC SOLUTION, AEBI SCHMIDT DOES NOT GUARANTEE THAT THE SERVICE WILL BE SECURE OR FREE FROM BUGS OR VIRUSES. CUSTOMER IS RESPONSIBLE FOR CONFIGURING HIS OWN INFORMATION TECHNOLOGY TO ACCESS THE TELEMATIC SOLUTION SYSTEM AND IT IS STRONGLY ADVISED THAT CUSTOMER USES HIS OWN VIRUS PROTECTION SOFTWARE.

CUSTOMER'S SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE TELEMATIC SOLUTION, OR ANY OTHER GRIEVANCE SHALL BE THE TERMINATION AND DISCONTINUATION OF ACCESS TO OR USE OF THE TELEMATIC SOLUTION.

NOTWITHSTANDING ANY OTHER TERM OF THESE T&C, NOTHING IN THESE T&C EXCLUDES OR LIMITS THE AEBI SCHMIDT'S LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY AEBI SCHMIDT'S NEGLIGENCE; (II) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (III) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW.

9. Other provisions

9.1. Reassignment of the agreement - Affiliates and connected companies
Aebi Schmidt may assign the rights or delegate its obligations under these T&C to another affiliated company with all rights and obligations or claims arising thereof. Any rights and privileges granted to Aebi Schmidt in accordance with the provisions of these T&C shall also be granted to affiliates and connected companies. Affiliates and/or connected companies are companies or other legal entities who directly or indirectly control Aebi Schmidt or respectively, together with Aebi Schmidt are either directly or indirectly controlled with a significant participation by more than fifty percent (50%).

9.2. Choice of Law and Venue

These T&C will be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Wisconsin. Any lawsuit, action, or proceeding arising out of or relating to these T&C shall be instituted in the federal courts or the courts of the State of Wisconsin in each case located in Calumet County, Wisconsin, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. These T&C will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

9.3. Severance clause; waiver clause

In the event that a provision of these T&C proves to be unenforceable, this shall not affect the enforceability of the other provisions; the contracting parties shall replace the provision concerned with an enforceable provision which reflects, as closely as possible, the intention and economic effect of the provision concerned. A waiver to prosecute a breach of a provision of these T&C by one of the contracting parties, shall not be interpreted as a waiver to prosecute subsequent breaches.

9.4. Notifications

All notifications must be in writing and shall be deemed to have been made when they have been received by mail to the signing legal entity of Aebi Schmidt Group.

9.5. Force majeure

None of the contracting parties shall be liable to the others for the non-performance or delayed performance of a mandatory obligation if this non-performance or delay is attributable to a case of force majeure, natural disasters, pandemic, strikes, acts of terrorism, civil unrest, compliance with laws or official orders or other events, which are outside the sphere of influence of this contracting party, provided that this contracting party gives immediate written notification of this circumstance and resumes performance as quickly as possible, and provided that the other contracting party can terminate the Agreement if this circumstance persists for longer than a period of ninety (90) days and the delayed contracting party has not indicated that it will be in a position to resume performance of its obligations within a reasonable time frame.

9.6. Import and export restrictions

Customer acknowledges that all Telematic Solution Services, Hardware, Software, proprietary data, know-how, or other data or information ("Products") obtained from Aebi Schmidt may be subject to the import and/or export control

laws of one or more countries and, accordingly, their import, export, and re-export, may be restricted or prohibited. Customer, therefore, agrees not to directly or indirectly import, export, re-export, or cause to be imported, exported or re-exported, any such Products to any destination, entity, or persons prohibited or restricted under any law or regulation, unless it shall have first obtained prior written consent of Aebi Schmidt and any applicable governmental entity, either in writing or as provided by applicable regulation, as the same may be amended from time to time. Customer agrees that no Products received from Aebi Schmidt will be directly employed in missile technology, sensitive nuclear, or chemical biological weapons end uses or in any manner transferred to any party for any such end use.

9.7. Entire Agreement

The Agreement reflects the full agreement of the parties with respect to its subject matter and replaces all previous documents, discussions, and arrangements with respect to the object of the Agreement. All additional or conflicting terms and conditions proposed by the Customer or contained in an order will be rejected and shall only be effective following the express written approval by Aebi Schmidt. In the event of conflict between these T&C, the terms and conditions of sale or the Confirmed Order, the terms of the Confirmed Order shall prevail.