OEM Schedule to the Webfleet General Terms and Conditions – OEM Schedule Terms

Together with the Webfleet General Terms and Conditions and the Service Schedule to the General Terms and Conditions, the following terms apply to subscriptions to the WEBFLEET Service for OEM.connect.

1. Definitions

„Onboard Unit" means a device fitted in a Vehicle that retrieves Telematics Data for the provision of the WEBFLEET Service to the Client.

„Original Equipment Manufacturer" or „OEM" means the manufacturer of a Vehicle and/or its components, including the Onboard Units.

„OEM Agreement" means the agreement entered into between Webfleet Solutions and each OEM pursuant to which an OEM provides Telematics Data and/or connectivity required for the provision of the WEBFLEET Service.

„OEM Platform" means the IT systems operated by or on behalf of the OEM that retrieve, process and transmit Telematics Data from the Onboard Units.

2. Applicability of the WEBFLEET Service in an OEM Context

2.1 The Client acknowledges and agrees that, where the WEBFLEET Service is provided based on Telematics Data supplied via an OEM Platform, the availability and functionality of the WEBFLEET Service depend in part on systems, services and data provided by the OEM and other third parties.

2.2 Any rights granted to the Client to use the WEBFLEET Service remain subject to the limitations and conditions set out in the Contract and this OEM Schedule.

3. Termination Linked to OEM Agreement

Notwithstanding clause 3.1 of the Webfleet Solutions General Terms and Conditions, Webfleet Solutions shall be entitled to terminate the Contract with immediate effect if the OEM Agreement is terminated for any reason. In such case, the Client shall be entitled to a pro rata refund of the subscription fees paid for the days of the relevant month during which the WEBFLEET Service has not been provided as a direct result of such termination.

4. Fees and Price Adjustments

In addition to clause 4.3 of the Webfleet Solutions General Terms and Conditions, Webfleet Solutions shall be entitled to adjust the fees and rates applicable under the Contract at any time if the OEM increases the fees, prices or charges payable by Webfleet Solutions under the OEM Agreement.

5. Service Limitations and Disclaimers

5.1 Webfleet Solutions does not warrant that GPS, the Onboard Units, the OEM Platform or the Mobile Communication Services will continuously support the functionality of the WEBFLEET Service.

5.2 Webfleet Solutions does not warrant that the Client will be able to successfully use the WEBFLEET Service for its intended purpose where such use depends on circumstances beyond Webfleet Solutions reasonable control, including but not limited to:

- defects, changes or upgrades to the Onboard Units performed by or on behalf of the OEM;
- changes, updates or unavailability of the OEM Platform;
- suspension or termination of the provision of Telematics Data by the OEM;
- limitations or interruptions of Mobile Communication Services.

6. Transmission of Telematics Data

Webfleet Solutions shall procure the connectivity between the OEM Platform and the WEBFLEET Telematics Service Platform for the transmission of Telematics Data.

The Client acknowledges and agrees that Webfleet Solutions is dependent on the performance of third parties and therefore does not warrant:

- continuous availability of Telematics Data at all locations within the Territory;
- the proper or uninterrupted functioning of the Onboard Units; or
- the speed at which Telematics Data is transmitted.

7. Data Protection and Data Accuracy

7.1 As a condition to the establishment of a connection between Webfleet Solutions and each OEM with respect to Client's Vehicles and the ensuing transmission of Telematics Data between the OEM Platform and the WEBFLEET Service, the Client will provide Webfleet Solutions with all data deemed reasonably needed to securely identify each Vehicle. This may include VIN (Vehicle Identification Number) and each Vehicle's current odometer reading and any other registration, verification and consent workflow defined by Webfleet Solutions and which will be used for authentication purposes with the relevant OEM. These requirements are subject to period review by Webfleet Solutions, contingent on changes promoted by OEMs and the requirements under each OEM Agreement.

7.2 It is the Client's sole responsibility to ensure that only its authorized representatives provide Webfleet Solutions with the Vehicle data required to enable the connection with each OEM Platform. Such authorized representatives may be required to confirm such authority, as well as legitimacy and the accuracy of the provided Vehicle data at the time of enrollment of a new Vehicle in the WEBFLEET Service or at any time thereafter, including as may be needed in support of audits.

7.3 The Client acknowledges and agrees that, for the purposes of providing the WEBFLEET Service under this OEM Schedule, Webfleet Solutions will engage in data processing in collaboration with each relevant OEM, as determined under and subject to each OEM Agreement. Webfleet Solutions' Data Processing Agreement will continue to apply with respect to such processing, including those provisions relating to data processing in collaboration with OEMs.

7.4 The Client represents and warrants that:

- any Vehicle data provided for the purposes of Section 7.1 above will only be provided to Webfleet Solutions by individuals with the necessary authority to do so;
- all Personal Data and vehicle-related information provided to Webfleet Solutions is accurate, complete and kept up to date at all times;
- it is aware of the relevant features, behavior, settings, specifications, requirements and limitations applicable to the operation of the Onboard Units and the OEM Platform and that it has reviewed and set up the applicable configurations for its intended use of the Onboard Units in connection with the WEBFLEET Service in accordance with the terms binding Client to each relevant OEM as a result of Client's use of each Vehicle and Onboard Unit; and
- the Client owns and operates the Vehicles to which such data relates and is legally entitled to access, retrieve and provide Webfleet Solutions with such data for the purposes of the WEBFLEET Service.

7.5 The Client shall promptly notify Webfleet Solutions of any transfer of ownership, theft or misappropriation of any Vehicle.

7.6 Upon first request of Webfleet Solutions, the Client shall provide Webfleet Solutions with documented evidence of vehicle ownership relating to vehicles listed for connection between the OEM Platform and the WEBFLEET Service.

7.7 In the event of a breach of this clause 7, Webfleet Solutions may suspend all or part of the WEBFLEET Service or terminate the Contract with immediate effect by written notice.

8. Miscellaneous

In the event of any conflict between this OEM Schedule and any other part of the Contract, this OEM Schedule shall prevail.

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