



## CONTINENTAL TIRE DIGITAL SOLUTIONS TRIAL AGREEMENT

This Trial Agreement is entered into as of \_\_\_\_\_, by and between Continental Tire the Americas, LLC. (hereinafter "Continental"), with offices at 1830 MacMillan Park Drive, Fort Mill, SC 29707 and \_\_\_\_\_ (hereinafter "Customer"), with a mailing address at \_\_\_\_\_ (collectively the "Parties" or individually the "Party").

**WHEREAS**, The Parties recognize that they share a mutual interest in having Customer evaluate certain Continental Products and Services (the "Trial Project").

### Article 1: Definitions

- a. "Continental Offerings" means the Continental-branded Hardware, Software and Services that Continental makes available to Customer for purchase, license or use under this Agreement.
- b. "Customer Portal" (also referred to as ContiConnect web portal) means a web site designed to allow the Customer to view information related to its vehicles and Services provided within the scope of the Agreement and enter data.
- c. "Data" means any and all files, information, data or other content generated by Customer, devices or 3rd parties (e.g., telematics partners) that is collected, transmitted, and/or stored in Continental's systems in connection with its delivery of the Services. Data does not include information that Continental collects for relationship management purposes, such as contact, billing, Customer relationship management, service delivery, performance measuring, and compliance monitoring or Aggregated User Data (see Article 5).
- d. "Personal Data" means: (a) information related, directly or indirectly, to a natural person or household; and (b) any other information defined as "Personal Data" or "personal information" (or any similar term) under applicable data protection laws. For the purposes of this Agreement, Personal Data includes only Personal Data which is (i) entered by Customer or its authorized users into or derived from their use of the services provided under the Fleet Agreement; or (ii) supplied to or accessed by Continental or its sub-processors in order to provide support under the Agreement; Personal Data is a sub-set of Data as defined above.
- e. "Process" or "Processing" means any operation or set of operations which is performed on Personal Data or sets of Personal Data, whether or not by automated means, such as viewing, access, collection, recording, organizing, structuring, storing, adaptation or alteration, retrieval, consultation, use, disclosure, transfer, storage, alteration, dissemination, display, alignment or combination, restriction, erasure or destruction, or otherwise making available Personal Data.
- f. "Services" means Continental Offerings including the automated capturing and processing of data, storage in a secured hosted data center, the display of data on the Customer Portal, the notification of the customer in case of relevant events and customer support for these services. For ContiConnect YARD and LIVE receivers this also includes the data transmission from enrolled vehicles and / or Yard Reader Station to a secured hosted data center and customer support for this service.

**Article 2: Trial Overview:** Data collected during this Trial Project will be made available to Continental and Customer via the ContiConnect web portal to allow Customer to evaluate Continental's Digital Tire Monitoring services via Yard Reader, LIVE or both receivers. The Customer is responsible for purchasing necessary hardware (including tire sensors) and paying installation and subscription fees to enable ContiConnect services during the Trial.

Further details on the Hardware and Services, including Customer Portal usage, training and technical support will be provided by Continental before the start of the Trial, along with commercially reasonable support during the Trial.

The Trial is offered with Satisfaction Guarantee subject to the following terms and conditions:

- One hundred percent (100%) of the hardware, installation, and subscription fees (if applicable) paid by the Customer as part of this Trial will be issued back to the Customer's account as credit in the event Customer does not enter a ContiConnect full-term agreement following the conclusion of the Trial. Continental must receive all hardware supplied for the Trial, with the exception of tire sensors (Valve Cap or Tire Mounted sensors), within thirty (30) days of Trial completion. Upon Continental's inspection of the hardware, and if no damage has occurred that would prevent hardware from functioning correctly, credit will be issued to the Customer's account within thirty (30) days. In the event any hardware is received damaged, Customer shall be charged MSRP prices accordingly, minus any applicable fees incurred during the Trial.
- Fifty percent (50%) of the Valve Cap sensor fees will be issued as the difference of Customer purchase price and fifty percent (50%) MSRP at the Trial start.
- Credit can be applied to any purchase of any Continental Tire the Americas, LLC products within the U.S. and must be used within no more than one-hundred and twenty (120) days of receiving the credit.
- Customer may have the option to select credit to be issued as a direct check payment pending Continental's internal credit verification approval (not every Customer may be eligible), which may extend credit issuance time to sixty (60) days. For any questions, please reach out to your local Continental representative.

**Article 3: Term:** This Trial becomes effective when duly executed by all Parties and will, unless otherwise agreed in writing, automatically terminate three (3) months from the initial installation date.

**Article 4: Customer Obligations:** The Continental Offerings and Services include web-based software, device firmware, and for some Service’s mobile apps (collectively, “Software”). All Software is licensed, not sold. Continental grants to Customer during the Term a limited, non-transferable license, without rights to sublicense, to access and use the Software solely in connection with Customer’s use of the Services and solely for Customer’s internal business purposes. Other than this limited license, Continental retains all right, title and interest and all related intellectual property rights in and to the Software and the Services. **Customer agrees not to share its access to Continental’s web-based Software with any third party, and more specifically, with any Continental competitor.**

**Article 5: Aggregated User Data:** Customer agrees that Continental may collect information regarding Customer’s use of the Service and analyze, use and disclose such information in an aggregated format (“Aggregated User Data”) for Continental’s business purposes; provided such Aggregated User Data is not personal information (that is, the Aggregated User Data does not contain information about identifiable individuals) nor uniquely identifies Customer. In the event that Customer has any Intellectual Property Rights relating to such Aggregated User Data, Customer hereby grants to Continental a non-exclusive, irrevocable, perpetual and worldwide right and license to use and reproduce such Aggregated User Data and represents that all moral rights attaching to such Aggregated User Data have been waived. Continental assumes the role as a Controller for the anonymization and use of Aggregated Data as agreed under this section and will create such Aggregated Data on the basis of its legitimate interests and in accordance with data protection requirements.

**Article 6: Confidentiality:** To the extent allowed by law, each Party shall retain in confidence all information received from the other Party that the disclosing Party identifies as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as such (“Confidential Information”), except that Continental may disclose Customer’s Confidential Information to the manufacturer of Customer’s vehicle for the purpose of providing Customer products or services including data analysis. In no event shall either Party employ less than a reasonable degree of care in protecting the Confidential Information, which includes, but shall not be limited to: pricing, business plans, customer lists, operational and technical data and product plans. The receiving Party’s obligations under this Section shall extend for five (5) years following the disclosure of the Confidential Information.

**Article 7: Data Protection:** Both Parties shall act in accordance with the applicable data protection provisions. In particular, Customer shall ensure that it is authorized to disclose any Personal Data of its employees, agents, and sub-contractors with Continental for the purpose of using the Services. In order to provide the Services, the Processing of Personal Data by Continental in the Services might be necessary. Continental’s data protection contact is Tyler Norwood, Head of Data Compliance – The Americas; [tyler.norwood@continental.com](mailto:tyler.norwood@continental.com). Continental shall abide by relevant data protection regulations, and shall Process, use, store, or otherwise access all Personal Data received under this Agreement as Customer’s “Service Provider”. Details on Continental’s data processing activities can be found here: <https://www.continental-tires.com/us/en/b2b/truck/solutions/digital-tire-monitoring/digital-tire-monitoring/conticonnect-streamlined-dpa.html>

**Article 8: Warranty and Liability:** To the extent allowed by law, Continental assumes no warranty or guarantee for proper functioning and technical flawlessness of any Hardware or Services under this Trial, and Continental shall only be liable in case of gross negligence and willful misconduct.

**Article 8: Miscellaneous.** This Trial Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement shall be interpreted exclusively in accordance with, the laws applicable in the State of North Carolina, USA. Any dispute hereunder shall be resolved by the federal or state courts locating in Charlotte, North Carolina. In any dispute hereunder, the parties irrevocably waive the right to a trial by jury.

**IN WITNESS WHEREOF**, each Party hereto has executed this Agreement, or has caused this Agreement to be executed by its duly authorized officer, as of the date first written above.

**CONTINENTAL TIRE THE AMERICAS, LLC.**

**CUSTOMER**

By Conti Signatory #1: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By Conti Signatory #2: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_