

ContiConnect Live and Yard End User Access Agreement (“EUAA”)

THIS EUAA GOVERNS YOUR USE OF CONTICONNECT, A PRIVATE-LABEL SERVICE OWNED, PROVIDED AND MAINTAINED BY CONTINENTAL TIRE THE AMERICAS, LLC. _____ IS AN AUTHORIZED RESELLER OF CONTICONNECT (LIVE and YARD) AND IS CONTRACTUALLY OBLIGATED TO PASS THESE TERMS ON TO END USERS.

Continental is a provider of tires with operations worldwide and extensive experience with associated tire service. Continental has developed a system for tire information services called ContiConnect™ (hereinafter “ContiConnect™”).

The Customer wishes to make use of ContiConnect™ and the services included therein.

1. Definitions

“Agreement” means this Agreement (including the Attachments and any Orders submitted by Customer and accepted by Continental under this Agreement), which together form a single agreement.

“ContiConnect LIVE” (or LIVE Service) means Continental’s solution to allow fleet managers to remotely monitor their fleet’s tire status in real-time, and to check their tire pressure and temperature regardless of the vehicle location.

“ContiConnect YARD” (or YARD Service) means Continental’s solution to allow fleet managers to remotely monitor their fleet’s tire status and to check their tire pressure and temperature upon vehicle being in the reception range of a Yard Reader Station.

“Continental Offerings” means the Continental-branded Hardware, Software and Services that Continental, a Continental authorized reseller, or a Continental authorized agent makes available to Customer for purchase, license or use under this Agreement. Pricing for Continental Offerings will be defined in one or more of a Quote/Order. Not all Customer purchase all offerings.

“Data” means any and all files, information, data or other content generated by Customer that is collected, transmitted, and/or stored in Continental’s systems in connection with its delivery of the Services, including Tire Pressure Sensor data from commercial vehicle tires equipped to participate in the Service. 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 (defined in Section 10 below).

“Hardware” means any equipment provided by Continental to Customer under this Agreement, in order to enable ContiConnect LIVE and/or ContiConnect YARD.

“Parties” means Continental and Customer.

“Party” means either of Continental or Customer, as applicable.

“Services” means Continental Offerings including one or more of automated data collection from enrolled vehicles to a secured hosted data center; monthly storage of Data; customer support; and/or any other services made available to Customer under this Agreement.

“Software” means any computer software and associated documentation made available to Customer under this Agreement. Such Software includes any software and/or firmware loaded on, included with or otherwise provided for use with Hardware, as well as web based hosted Software.

“TPMS” means Continental Tire Pressure Monitoring Sensors.

“Web Portal” means a Customer only web site designed to allow the Customer to view and enter information and enter related to its vehicles and Services provided under the Agreement. Also referred to as a Customer Portal.

“Yard Reader Station” or “CYR Station” means a Data reading device (and related documentation) which collects TPMS data at a fixed location (usually mounted on a wall allowing Customer’s vehicles to pass by and to thereby transmit Data from the TPMS).

2. NECESSARY EQUIPMENT AND CUSTOMER OBLIGATIONS. (a) Continental TPMS (which can be purchased as part of this Agreement, purchased from Continental or Continental Resellers outside of this Agreement, or may already be present on Customer vehicles) are required to enable the Service. For each TPMS, Customer (using instructions provided by Continental) needs to ensure configuration information related to the position of the tire sensors on specific vehicles is entered into the Customer account via the Web Portal, and to ensure such information at all times remains accurate and correct. The Services require Customer to provide Customer contact information (phone number, e-mail) necessary for Customer to receive notifications from Continental (b). Data must be transmitted from the TPMS to a Continental server via either a Yard Reader Station (Yard Service) or a Telematics Control Unit (TCU) (LIVE Service). (c). For Yard Service the location provided by the Customer for the Yard Reader must be able to acquire a cellular data signal as well as be installed in such way as to reliably enable the reception of the signals sent by the TPMS. The Yard Service requires the installation of the Yard Reader Station (or “CYR Station”) at a Customer location where the participating vehicles are regularly present. The Customer is responsible for obtaining any permissions required by the owner of the location. The installation of the CYR Station in a professional manner is the Customer’s responsibility**. (d). Internet access is required to enable Customer to view their Data via the Web Portal, and Customer shall be solely responsible for obtaining and maintaining such Internet access. (e). Customer is responsible for ensuring that only authorized Customer personnel/authorized users (noting that a competitor of Continental can never be an authorized user) have access to the Web Portal and for the security of Customer’s computer system. (f). It is Customer’s responsibility to ensure that the Data related to its vehicles necessary for the provision of the Services (in particular Data related to the position of the tire sensors) is and at all times remains accurate and correct. Depending on the kind of Data, the Customer shall either enter and update such Data in the Web Portal or provide the respective Data to Continental. The Customer shall also enter such Customer contact information (phone number, e-mail) necessary for Customer to receive notifications from Continental. (g). Customer acknowledges that ContiConnect™ is a convenience-based system for the automatic collection of Data and is not intended to eliminate the need for physical inspections of tires or any other safety precautions. Customer remains responsible to check the conditions of the fleet’s tires on a regular basis and in accordance with applicable laws and Continental assumes no responsibility or liability relating to the use of ContiConnect™. (h). Customer shall not use the Continental Offerings to perform services for any other person or entity, unless Customer has signed a reseller agreement for ContiConnect with Continental or has received separate written permission from Continental.

**The installation shall comply with the instructions in the CYR Manual. The CYR Station must be installed in locations where the unit can be operated safely and comply with all OSHA & local legal regulations. Continental assumes no responsibility or liability for CYR Station installations by the Customer. Customer assumes all liability for non-conforming installations. Installation must be performed by a licensed electrician.

3. LIVE SERVICES. ContiConnect LIVE Services can be enabled by a Continental provided Central Telematic Unit (Central TCU). Installation of the Central TCU must occur in a professional manner in accordance with Continental instructions. Unless Continental agrees in writing (such as in a Quote or Order) to perform the installation, such installations shall be a Customer obligation. Continental shall have the right to begin Service Billing within 30 days of shipment of each Central TCU. Customer acknowledges that LIVE Service via Central TCU is subject to the wireless network reception quality at the vehicle location at the time of data transmission and that, depending on the availability of connectivity in a specific location, the availability of data and Services may be limited or delayed.

4. LEASED HARDWARE (YARD READERS): Yards Readers (YARD Service) are required for the YARD Service and are considered Leased Hardware. Customer will use the Leased Hardware only with the Services, in accordance with specifications applicable to such Hardware and all applicable laws. Upon expiration or termination of the Term for any Agreement including leased Hardware, Customer shall be solely responsible, at its own expense, for the de-installation, packing, rigging and delivery of the leased Hardware, in an unencumbered state, back to Continental, at a location specified by Continental (if no such location is specified, then to Continental Tire the Americas, Attention: Digital Solutions, 1830 MacMillan Park Drive, Fort Mill, SC 29707. If Customer fails to return the leased Hardware upon Continental’s demand, Customer shall pay Continental, as the reasonable measure of Continental’s damages and not as a penalty, the Stipulated Loss Value defined below. Any leased Hardware that is returned in inoperable condition, or which exhibits more than ordinary wear and tear, will be subject to the Stipulated Loss Value. **Stipulated Loss Value for Yard Reader \$2,000.**

5. CUSTOMER DATA. As between Continental and Customer, all rights, title and Intellectual Property Rights in and to the Data is owned exclusively by Customer. Customer grants to Continental a worldwide, non-exclusive, royalty-free, license to use, distribute, reproduce, publicly perform, publicly display, digitally perform, make, have made, store, maintain and import all Data for the purposes of providing and operating the Services. The license may also be exercised on behalf of Continental by third parties acting on Continental’s behalf (e.g., technology partners, service providers and independent contractors). To the extent necessary, Customer further grants to Continental all rights necessary in the Data in order for Continental to exercise its rights regarding the Aggregated Information as described in Section 10. Customer is solely responsible for its use of Data, controlling its employees/authorized users’ access to the Software, Hardware and Services, reviewing sensor data, and taking appropriate action with respect to vehicles for which

sensor data indicates a tire needs to be serviced, checked, or replaced. Continental will have the right to purge all Data after twelve (12) months.

6. SERVICES. Subject to Customer's timely payment of all applicable fees due to Reseller and compliance with all material terms of this Agreement, Continental and/or its agents shall provide the Services to Customer during the Service Term as defined below. Fees are defined in applicable Quotes and Order forms provided by Reseller. The following services are included: 24/7 (less routine downtime) access to the Web Portal and associated Software, email support, Software upgrades made generally available to Service Customers, Data hosting, and wireless data charges from the Yard Reader (YARD Service) and the Continental provided TCU (LIVE Service) to the servers hosting the Data. Customer acknowledges that Continental in its sole discretion may update and change the features and functionality of the Services from time to time, with or without notice, so long as such changes do not materially diminish the value of the Services based on a standard of commercial reasonableness. The prices for Services available under this Agreement are defined in the Order or Quote accepted by the Customer when ordering the Service.

7. SERVICE TERM/TERMINATION. The Service Term shall be for a period of three (3) years following commencement of Service billing. Service billing shall commence no earlier than 30 days after shipment of the Yard Reader (YARD Service) or the Continental TCU (LIVE Service). The Term shall automatically renew for additional one-year periods, unless a Party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then-current Term. Upon renewal of any Term, the fees and charges are subject to change provided Reseller provides 30 days' written notice, and Customer will have 30 days after receiving such notice to cancel. If Customer fails to make any payment when due or otherwise violates any material term or condition of this Agreement, Customer may be declared in default by Continental or Reseller upon written notice and failure to cure for 15 days following delivery of such notice. Upon declaration of default, Continental shall also have the right to terminate this Agreement and seek any other remedy permitted under law. Upon termination of the Term, Customer shall immediately cease use of the Software, Services, Data (unless Customer has purchased continuing Data retention Services) and Continental Confidential Information, and return any Leased Hardware as required in Section 4. Continental may terminate this Agreement and discontinue the Services upon 60-days' notice to Customer for any reason in its sole discretion, and for such a termination any unused but prepaid monthly service fees will be returned to Customer. Customer obligation to return leased Hardware will remain unchanged. Customer has no right of early termination, and the Service fees for the full term are not cancellable, except where Continental or Reseller has agreed to an Early Termination Fee.

8. INTENTIONALLY DELETED.

9. SOFTWARE LICENSE/GRANT. All Software is licensed, not sold. Subject to Customer's timely payment of all applicable fees, and compliance with all material terms of this Agreement, 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. Except for this limited license, Continental and its suppliers shall retain all right, title, and interest in and to all copyrights, trademarks, service marks, trade secrets, patents, patent applications, mask works, moral rights, contract rights, and all other proprietary rights embodied in the Continental Offerings, including, without limitation, any improvements or derivatives of such offerings. Customer acknowledges that the Software is of United States origin, is provided subject to the U.S. Export Administration Regulations, may be subject to the export control laws of the applicable territory, and that diversion contrary to applicable export control laws is prohibited. Customer represents that it will not permit the Software to be used for, any purposes prohibited by law. The Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Software and documentation by the U.S. Government shall be governed solely by the terms and conditions of this Agreement. Except as otherwise expressly provided in this Agreement, Customer shall have no right, title or interest in or to any intellectual property relating to the Continental Offerings and shall not (a) modify or create derivative works from any Software, (b) merge or otherwise combine any Software with other software not expressly approved in writing by Continental, or (c) copy, reproduce, modify, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or algorithms of any Software. Customer will not violate or contest Continental's or its suppliers' proprietary rights related to any Continental Offering.

10. INTELLECTUAL PROPERTY (IP). Continental retains all right, title and interest and all related IP rights in and to the Continental Offerings and Continental's Confidential Information, including any enhancements, updates or other modifications, including custom modifications, thereto, whether made by Continental, Customer or any third party. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the Continental Offerings. Under no circumstances shall Customer sell or transfer any Leased Hardware or licensed Software, reconstruct or repair such Hardware or Software, or reverse engineer or otherwise attempt to learn the trade secrets, know how or other IP embodied therein. Customer agrees that Continental may collect data regarding Customer's use of the Service and analyze, use and disclose such data in an aggregated format ("Aggregated User Data") for Continental's business purposes; provided such Aggregated User Data is not personally identifiable or Customer identifiable. In the event that Customer has any IP 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 attached thereto have been waived.

11. LIMITED WARRANTY: Tires and TPMS not purchased under this Agreement are not warranted under this Agreement, but are covered under their standard manufacturer's warranty. Continental warrants that any installation Services provided under this Agreement shall be performed in a competent fashion by personnel with appropriate skill and expertise. Continental warrants the workmanship of any installation Services for a period of ninety (90) days following completion of installation. In the event of a faulty installation in the warranty coverage period, as Customer's sole and exclusive remedy, Continental will reperform the installation. Continental warrants that the Hardware elements of any Continental Offerings under this Agreement shall be free from all material defects in workmanship under normal use and service (Leased Hardware elements are warranted for the term of the Agreement). Continental's warranty period for non-leased Hardware is three (3) Years, except that valve cap tire sensors TPMS have a two (2) year warranty and the Gen2 tire mounted sensors have a four (4) year warranty. The Hardware warranty period runs from the date of shipment, and any replacement Hardware provided under warranty will be covered under warranty for the remainder of the warranty term based on the shipment date for the original equipment. Provided that such Hardware is used and handled as intended and in accordance with this Agreement, and that Customer provides Continental with notice within the applicable warranty coverage period, as Customer's sole and exclusive remedy, Continental will replace any failed or functionally impaired Hardware with equivalent Hardware in terms of performance and functionality. This warranty does not apply to any Hardware that has been misused, altered, or willfully abused, that has been subject to water or other environmental damage, or that has been damaged due to improper installation by Customer or its agents. Hardware installations must follow Continental's equipment-specific installation guidelines to qualify for the foregoing warranty. If Hardware is determined by Continental to be damaged due to any of the aforementioned causes, Customer will be charged the retail price for any replacement Hardware plus shipping and handling.

LIMITATIONS: THE LIMITED WARRANTIES IN THIS SECTION 11 ARE MADE PERSONALLY TO CUSTOMER IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. CUSTOMER ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR ITS USE OF DATA, AND CONTINENTAL EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONTINENTAL OFFERINGS, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE; OR (C) ANY WARRANTY THAT THE CONTINENTAL OFFERINGS WILL BE SECURE OR ERROR-FREE, WILL MEET CUSTOMER'S REQUIREMENTS, WILL CONTAIN ANY PARTICULAR FEATURES OR FUNCTIONALITY, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY OR SECURE, OR OPERATE WITHOUT ERROR.

12. LIMITATION OF LIABILITY: EXCEPT WITH RESPECT TO EITHER PARTY'S OBLIGATIONS APPLICABLE TO CONFIDENTIAL INFORMATION, CUSTOMER'S DELIBERATE MISUSE/MISAPPROPRIATION OF CONTINENTAL'S IP RIGHTS, AND ANY INDEMNIFICATION OBLIGATIONS HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF (i) THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, USE OF THE CONTINENTAL OFFERINGS, OR (ii) ANY CLAIM, CAUSE OF ACTION, BREACH OF CONTRACT OR ANY EXPRESS OR IMPLIED WARRANTY, UNDER THIS AGREEMENT OR OTHERWISE, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT. CONTINENTAL'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EXCEED THE FEES PAID BY CUSTOMER UNDER THIS AGREEMENT IN THE PRIOR TWELVE (12) MONTHS, IF ANY. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER CONTINENTAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. CONTINENTAL SHALL NOT BE LIABLE FOR SYSTEM DEFECTS RESULTING FROM IMPROPER INSTALLATION AS WELL AS ANY MANIPULATIONS OF CONTICONNECT™ AND ITS COMPONENTS OUTSIDE THE SPHERE OF CONTINENTAL. THE CUSTOMER SHALL PRESENT ALL CLAIMS IN CONNECTION WITH THIS AGREEMENT WITHOUT UNDUE DELAY BUT NOT LATER THAN 12 (TWELVE) MONTHS AFTER THE INCIDENT GIVING RISE TO THE CLAIM HAS OCCURRED.

13. OTHER LIMITATIONS:(a) **SMS Notifications.** Customer acknowledges that all notifications via SMS or e-mail to Customer as part of the Services are provided only once for each alert case. Continental shall not be liable for any damages or losses incurred by the Customer if the Customer does not react to such notifications in a proper and/or timely manner. Customer is solely responsible for all charges from their cellular or internet provider or when utilizing roaming data plans or networks to access or use the Services. (b). **Connectivity Issues.** Continental shall not be liable for any short-term or long-term interruption of the Data transmission to the mobile phone or e-mail account of the Customer or any other transmission from the Yard Reader Station (YARD Service) or TCU (LIVE Service) to the Continental Web Portal over any connection not operated by Continental (i.e., Continental is not liable for connectivity issues for wireless carriers or internet providers). Continental expressly does not guarantee that an SMS or e mail message is always received properly and on time and does not guarantee the complete and permanent availability of all Services or that the Customer shall at all times have uninterrupted access to the Web Portal. (c). **Data.** Continental shall have no liability whatsoever with respect to Data except as required by operation of law, except in the case of gross negligence or intentional misconduct by Continental. (d) **Force Majeure.** Continental shall have no liability for any nonperformance/delay caused by any event reasonably beyond its control, including, but not limited to labor disputes, natural disasters and other acts of God, and war.

14. HOLD HARMLESS AND INJUNCTIVE RELIEF: To the extent allowed by law, Customer shall hold Continental harmless from and against any claim, cost, or expense (“collectively, Claims”) asserted or initiated by a third party arising out of or relating to Customer’s use of the Data provided by the Service. For copying or unauthorized use of the software, or other violations of the terms of this agreement, Continental may seek and obtain injunctive relief for such breaches or threatened breaches, in addition to, and not in limitation of other legal remedies.

15. 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 (this is limited to sharing of vehicle data collected by the Services, and Customer contract information). 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 information and product plans. Customer shall not share or provide access to Continental’s web-based software or device firmware with any competitor of Continental nor share or provide access to any of the Continental Offerings to any third party. The receiving Party’s obligations under this Section shall extend for five (5) years following the disclosure of the Confidential Information. Exceptions. Confidential Information does not include information that: (A) is or becomes publicly known through no fault of the receiving Party, (B) was known to the receiving Party before it was disclosed under this Agreement, (C) was disclosed to the receiving Party by someone else having no confidentiality obligation to the other Party, or (D) is independently developed by the receiving Party without using the other’s Confidential Information. If either of the Parties relies upon the exceptions above, its business records must support that reliance. **Permitted Disclosure.** Either Party may disclose any Confidential Information of the other if required by court or government order or otherwise required by law, so long as such Party notifies the other as soon as possible (if legally permitted) and cooperate to secure a protective order or otherwise protect the Confidential Information.

16. DATA RETENTION. Customer acknowledges and agrees: (a) that unless it purchases additional Data retention services, Continental will have the right to purge all Data after 12 months; (b) Regulations may mandate specific Data retention requirements, and it is Customer’s sole responsibility to understand and comply with those requirements, if the Data retention period offered by Continental is not sufficient; (c) From time to time, Continental may offer new types of Data services, and such new Data services may have different data retention periods, to be defined in a corresponding Service specification for that offering; and (d) Continental is not required to retain Data except as provided in this Section or in a separate written agreement. Unless other arrangements are made in writing with Continental, all Data submitted using Continental’s web based applications may be purged as provided above.

17. DATA PROTECTION. (a). Each Party shall comply with all applicable data protection laws and regulations. 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. In order to provide the Services, the processing of personal data by Continental in the Services might be necessary. For this purpose, the Parties enter into the following Data Processing Agreement (“DPA”): <https://www.continental-tires.com/us/en/b2b/truck/solutions/digital-tire-monitoring/digital-tire-monitoring/conticonnect-streamlined-dpa.html>. (b). The contact for Continental’s data protection officer is Tyler Norwood, Head of Data Compliance/The Americas; tyler.norwood@continental.com. (c) The data protection related contact person’s name, position and contact details of Customer is: _____ Customer’s data protection officer (if any) is: _____, and if no entry is made here Continental will use the contact information provided in the signature section (immediately below Section 20).

18. MISCELLANEOUS: The failure of either Party to exercise in any respect any right provided for herein will not be deemed a waiver of any provision of this Agreement or of any subsequent breach of the same and no waiver of any provision of this Agreement will be effective unless made in writing. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. 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. Facsimile, scanned or electronic signatures will be deemed originals. By executing this Agreement, Customer authorizes Continental and/or its affiliates to request and obtain credit reports and/or bank and trade references (“Credit Reports”). Customer may request, and Continental will provide, information regarding any Credit Reports obtained pursuant to this section.

19. NOTICES. Any and all notices of every nature to be given pursuant to this Agreement shall be sent to the following addresses: If to Continental: Continental Tire the Americas, LLC, Attention: Digital Solutions Sales Manager, 1830 MacMillan Park Drive, Fort Mill, SC 29707, (With copy to “General Counsel” at the same address). If to Customer: The Customer contact information completed in the Web Portal and/or the contact information provided in the signature section (immediately below Section 20).

20. ENTIRE AGREEMENT: These Terms and Conditions, including all addenda, attachments, exhibits, and documents incorporated by reference herein constitute the entire agreement between the parties regarding the Continental Offerings. All Orders during the term of this Agreement shall be subject to these terms and conditions of this Agreement, and any terms or conditions appearing on the face or reverse side of any Customer purchase order, acknowledgment, or confirmation that are different from or in addition to those required hereunder shall not be binding on the parties, even if signed and returned, unless both parties agree in a separate writing to be bound by such different or additional terms and conditions.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the last signature below (the Effective Date).

CUSTOMER NAME: _____
CUSTOMER ADDRESS: _____
CUSTOMER CONTACT NAME: _____
CUSTOMER CONTACT PHONE #: _____
CUSTOMER CONTACT EMAIL ADDRESS: _____

Signature: _____ Print Name: _____ Title: _____ Date: _____