



**CONTINENTAL TIRE PILOT AGREEMENT**

This PILOT AGREEMENT (“PILOT”) is entered into as of \_\_\_\_\_, 2022, by and between Continental Tire the Americas, LLC. (hereafter “CONTINENTAL”), with offices at 1830 MacMillan Park Drive, Fort Mill, SC 29707 and \_\_\_\_\_ (Hereafter “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 Pilot Project).

**NOW, THEREFORE**, The Parties do mutually agree as follows:

**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 over CTU this also includes the data transmission from enrolled vehicles and / or Yard Reader Station (“YRS”) to a secured hosted data center and customer support for this service.

**Article 2: Project Overview:** Data collected during this Pilot Project will be made available to Continental and CUSTOMER via the ContiConnect web portal. Continental will provide the following Services and Hardware for this Pilot for the following fee: \_\_\_\_\_:

<b><u>Services to be provided in this Pilot</u></b>	<b>Subject of agreement (Yes / No)</b>	<b>Number of Yards</b>	<b>Number of vehicles</b>
ContiConnect YARD			
ContiConnect LIVE via App			
ContiConnect LIVE via CTU			
ContiConnect LIVE via In-Cabin Unit			
ContiConnect LIVE via Trailer Unit			
ContiConnect LIVE via API w/ 3 <sup>rd</sup> Party Telematics			
ContiConnect LIVE via API w/ 3 <sup>rd</sup> Party Receivers			

For the provision of Services, Customer’s vehicles’ tires must be equipped with ContiPressureCheck tire sensors (“CPC”). In order to configure the vehicle a CPC Handheld Tool is required. Access to the Customer Portal will be granted via a web browser. Further details on the Hardware and Services will be provided by Continental prior to the start of the Pilot.

<b>Hardware to be provided in this Pilot</b>	Quantity	Provided by
ContiPressureCheck Sensors		
ContiPressureCheck Central Control Unit (incl. Harnesses)		
ContiPressureCheck Handheld Tool		
ContiConnect BlueTooth Kit		
Central Telematics Unit		
In-Cabin Unit		
Trailer Unit		
Enabler Unit		

The customer agrees to install the necessary equipment in the trial vehicles based on the provided user- and installation manuals at his own expense.

**Article 3: Term:** This PILOT shall enter in force upon signature by both Parties and remains in force for a period of three (3) months.

**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.***

CUSTOMER agrees to return any Continental hardware provided in this PILOT within thirty (30) days of the end of the PILOT. Customer will be charged list prices for any Hardware not returned within 2 weeks of the end of the Term. For avoidance of doubt, the tire pressure sensors do not need to be returned.

CUSTOMER agrees to use commercially reasonable efforts to participate in the Pilot, including but not limited to reviewing the data collected and engaging in a reasonable number of meetings with a Continental representative about the project.

**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](#):

**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 Pilot, and Continental shall only be liable in case of gross negligence and willful misconduct.

**Article 8: Miscellaneous.** This PILOT 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.**

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

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

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

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

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

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

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

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

**CUSTOMER**

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

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

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

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