

General Terms of Use of the Driver App

These general terms regulate use of the **eTRUCK** application, any inApp and in general the services connected to it (hereinafter: the "**App**").

Prior to installing and using the App, the user (hereinafter referred to as: the "**Driver**") should carefully read these Terms, the Privacy Notice and other contract and technical documentation prepared by TEXA for using the App.

1. DEFINITIONS

Driver Account: it means the Driver's personal account consisting of ID and password necessary for using the App, InApp and Services

Fleet manager Account: it means the personal account configured by the Fleet manager through entry of Fleet Data and the Fleet ID when the eTRUCK Fleet Web Portal is installed

App: it means the eTRUCK application(s) for Smartphones developed by and property of TEXA, downloadable from a Platform, through which the Services are made available. The App also comprises updates, upgrades, inApp and any modification or version of the App used thereafter or downloaded from the Platform

Terms: it means these general terms of use

TEXA Contents: it means the App, the InApp, the eTRUCK Workshop Web Portal, the eTRUCK Fleet Web Portal and subsequent updates, as well as software developed by TEXA installed in eTRUCK Devices and/or made available for installation in eTRUCK Devices for supply of the Services by means of publication on the site www.texta.com/products/etruck or through Platforms

Fleet manager Agreement: it means the agreement concluded between the Workshop and Fleet manager concerning delivery and installation of eTRUCK Devices in Vehicles and supply of related Services

Tachograph: it means the digital device installed, in accordance with legal and regulatory provisions in force from time to time, inside each Vehicle by and under the sole responsibility of the Fleet manager and/or Driver, which records data related to driving time and distance covered by the Vehicle

Data: it means Tachograph Data, Vehicle Data as well as Driver Data

Tachograph Data: it means data and information generated by the Tachograph installed in each Vehicle in accordance with applicable legislation. In order for the Driver to display Tachograph Data on his Smartphone with the App and for the Fleet manager to display it via the eTRUCK Fleet Web Portal, the Driver must activate either the "Tachograph Plus" or "Tachograph Real Time" version of the Tachograph Option on his Smartphone, or other options available in future made available through the Platform. If the Driver has activated the "Tachograph Plus" Option, Tachograph Data are displayed on condition that (i) the eTRUCK Device and the eTACHO product are installed in the Vehicle (ii) the eTACHO product is connected to the Tachograph; (iii) the Tachograph is working properly and (iv) the Driver activated the "Tachograph Plus" Option in the App properly. If the Driver activated the "Real Time Tachograph" Option on his Smartphone, Tachograph Data are sent to the eTRUCK Device without installation of the eTACHO product and can be displayed by him on his Smartphone with the App and by the Fleet manager through the eTRUCK Fleet Web Portal on condition that (i) the eTRUCK Device has been installed in the Vehicle and (ii) the Tachograph is configured properly for sending data via a diagnostic jack and (iii) the Driver has activated the Tachograph Option properly in the App. Tachograph Data are not made available to the Workshop in the eTRUCK Workshop Web Portal. With his App the Driver can display only Tachograph Data sent to the App for the period of time he kept the Tachograph Plus Option activated, and the Fleet manager can display the same Tachograph Data through the eTRUCK Fleet Web Portal. The Fleet manager can display the above Tachograph Data on condition that it followed the Tachograph Data download procedure properly. If the Driver activated the "Real Time Tachograph" Option on his Smartphone, Tachograph Data are sent to the eTRUCK Device without installation of the eTACHO product and can be displayed by him on his Smartphone with the App and by the Fleet manager through the eTRUCK Fleet Web Portal on condition that (i) the eTRUCK Device has been installed in the Vehicle and (ii) the Tachograph is configured properly for sending data via a diagnostic jack and (iii) the Driver has activated the Tachograph Option properly in the App. At any rate Tachograph Data are not made available to the Workshop in the eTRUCK Workshop Web Portal.

Vehicle Data: it means data and information generated by the Vehicle and recorded by the eTRUCK Device such as: gear data (e.g. speed, engine revs, braking, steering, acceleration and deceleration, use of gears), Tachograph Data, diagnostic data of systems and plants present in the Vehicle, its maintenance data with relevant maintenance dates. The type of Vehicle Data the eTRUCK Device is able to record and send depends on the settings of the Vehicle and also on the type of Services activated on the eTRUCK Device. Vehicle Data and Tachograph Data are generated respectively by the Vehicle and by the Tachograph installed in the Vehicle and are recorded by the eTRUCK Device and sent to the Driver's Smartphone, to the Fleet manager through the eTRUCK Fleet Web Portal and to the Workshop through the eTRUCK Workshop Web Portal for providing Services. **Driver Data:** it means data and information (such as first name, last name, phone numbers, address, etc.) entered by the Driver for setting up his Account and to be able to use the Services

eTRUCK Device or eTRUCK: it means the electronic eTRUCK device produced by TEXA, which when properly installed and configured in the Vehicle by the Workshop according to installation and configuration instructions, is able to send Vehicle Data via connection with the Driver's Smartphone referring to operation and use of the Vehicle and Tachograph Data when connected to the Tachograph via the eTACHO device. Driver: it means the person driving the Vehicle. Once the App is turned on, the Driver's Smartphone automatically connects to the eTRUCK Device installed in the Vehicle belonging to the Fleet used each time by the Driver and is connected to the Workshop aligned with that particular eTRUCK Device

eTACHO: it means the device to be installed by the Workshop inside the Vehicle through which the eTRUCK Device connects to the Tachograph for sending Tachograph Data to the App

Fleet manager: it means the manager of the Fleet of vehicles which signed the Fleet manager Agreement in order to use the Services provided through the eTRUCK Device

Fleet ID: it means the code generated by the eTRUCK Fleet Web Portal given to each Driver by the Fleet manager each one can use to create his Account and configure the App

Fleet: it means the set of Vehicles managed by the Fleet manager in which an eTRUCK Device is installed

InApp: it means the contents available with the App allowing for acquiring Services or registrations and additional contents other than contents from the App developed by and property of TEXA.

Privacy Notice: it means the privacy notice addressed to the Driver available at the site www.texa.com/products/etruck

Tachograph Option: it means the option present in the App through which the Driver connects his Smartphone to the Tachograph to be able to display Tachograph Data on it. There are two versions of the Tachograph Option (i) "Real Time Tachograph", enabling the user to only read Tachograph Data sent to the eTRUCK Device during the time he is driving the Vehicle; this version does not require installation of the eTACHO product and (ii) "Tachograph Plus" which can only be activated when the optional eTACHO product has been properly installed, which allows for displaying Tachograph Data during driving as well as Tachograph Data saved on the driver's card when such data are downloaded remotely. Any further versions of the Tachograph Option shall be made available through the Platform. Failure to activate the Tachograph Option will make it impossible for the Driver to display Tachograph Data with the App and the Fleet manager to do so through the eTRUCK Fleet Web Portal.

Platform: it means each online platform (currently Google Play Store and iTunes) where the App and InApp can be obtained.

eTRUCK Fleet Web Portal: it means the web portal and TEXA proprietary software with which the Fleet manager can view Vehicle Data accessible by him. A list of Data accessible by the Fleet manager via the eTRUCK Fleet Web Portal is available at the site www.texa.com/products/etruck

eTRUCK Workshop Web Portal: it means the TEXA proprietary software with which the Workshop can view accessible Vehicle Data. The list of Data accessible by the Workshop is available at the site www.texa.com/products/etruck.

Services: it means the services performed for the Driver, the Workshop and the Fleet manager through the eTRUCK Device, the App, the eTRUCK Fleet Web Portal and the eTRUCK Workshop Web Portal

Viewing Services: It means the Services which allow (i) the Driver to view Vehicle Data and Tachograph Data on his Smartphone installed, configured and connected properly to the eTRUCK Device and to the Tachograph, and (ii) the Fleet manager to view Vehicle Data and Tachograph Data via the eTRUCK Fleet Web Portal.

Diagnostic Services: It means the Services made available through the eTRUCK Workshop Web Portal enabling the Workshop assigned to the eTRUCK Device installed on the Vehicle to view Vehicle Data necessary for finding and reporting any malfunctions of the Vehicle and intervening remotely on the Vehicle to fix malfunctions.

Scheduled Date Management Services: it means the Services enabling the Driver, the Workshop and Fleet manager to be updated on scheduled maintenance of the Vehicles

Smartphone: it means an advanced telephone device compatible with the eTRUCK Device running Android™ operating system (version 5 or later) or iOS™ (version 10 or later), data traffic and satellite location system. In order for the eTRUCK Device to work the Smartphone must be connected properly with the eTRUCK Device via Bluetooth. The eTRUCK Device is not compatible with all Smartphones available in the market. Prior to installation and configuration of the eTRUCK Device, the Fleet manager and/or Driver must check compatibility and coverage on the site www.texa.com/products/etruck

TEXA: TEXA SpA, a company with registered office at Via 1 Maggio No. 9 Monastier di Treviso, Italy, with VAT Reg. No. and Companies Register No. 02413550266, certified email address: texa@pec.texa.it;

Vehicles: it means the Vehicles managed by the Fleet manager in which an eTRUCK Device is installed.

Workshop: means the vehicle repair garage and service centre which is also a dealer and installer of eTRUCK Devices.

2. FIELD OF APPLICATION

These Terms of Use regulate:

- a. creation of the Driver Account and its use
- b. use of and access to the App and relevant Services
- c. uploading, use and/or access to Driver Data, Vehicle Data and Tachograph Data

With submission of every order, purchase or other form of obtaining a Service, an App, or TEXA Contents, and by using and/or accessing any Platform, Service, App or any TEXA Content, and with creation of an Account the Driver accepts these Terms of Use and is bound to respect the same and any subsequent modification and supplement hereof.

3. THE FLEET MANAGER ACCOUNT AND AGREEMENT

The Account: registration and management

In order to use the Services, the Driver must create an Account.

The Driver accepts and declares that he is only entering truthful Data when the Account is created. It is the responsibility

of the Driver to always keep his Data and Account updated and bring them up-to-date immediately any time anything changes.

For creation of the Account the Driver must enter the Driver Data and Fleet ID the first time he uses the App on his Smartphone and he must also follow the procedure for connecting the Smartphone to the eTRUCK Device. For more information on connection of the eTRUCK Device to the Smartphone, read the section entitled "Connection of the eTRUCK Device to the Smartphone".

It is not permitted to create an Account by using the name of another person, group or entity without their permission or sell or assign your profile or Account or Fleet ID to third parties.

The Driver is responsible for any activity on his Account or carried out through it. The Driver is responsible for keeping confidential his Account, the Fleet ID and Driver Data and restricts access to his Smartphone by others. TEXA is not responsible for any unauthorised use of the Account, the Fleet ID or the Smartphone the Driver may or may not be aware of. The Driver agrees to take the necessary precautions to prevent access to his Account by third parties and will inform the Fleet manager immediately if he hears about any unauthorised access or use of the Services or Data by third parties through his Account or any other security breach.

Fleet manager Agreement

The Services are provided to the Driver for the term of the Fleet manager Agreement. The Driver accepts to use the Services with reference to the Vehicle(s) in which the eTRUCK Device is installed and connected to his Smartphone.

For termination of the Fleet manager Account, please see the section entitled "Termination of the Account".

4. RIGHT OF USE

Subordinately to respect for these Terms of Use, TEXA grants the Driver the right to use the Services obtained via the App or InApp for the term of the Fleet manager Agreement.

For access to the App and use of the eTRUCK Device and Services, TEXA grants the Driver a license for TEXA Contents. This license is limited, non-exclusive, linked to the Fleet manager Agreement (and is thus limited to the term of the same), inalienable and cannot be sub-licensed; only the Driver can use it and not for commercial purposes. Further, the license does not include the right to resell the TEXA Contents or make further use of the TEXA Contents or Services; it does not comprise any right to obtain upgrades, updates, supplements or any technical support in future in relation to the Services or TEXA Contents, except when TEXA has specifically stated that obtaining the same is an integral part thereof. TEXA reserves all rights not expressly granted under the license in accordance with these Terms of Use.

Whenever upgrades, updates and supplements to the Services are obtained, use of the same is regulated by these Terms or by other terms the Driver will be asked to accept before TEXA supplies the concerned upgrade, update or supplement. The Driver may use the Services on any Vehicle belonging to the Fleet. Once the Driver's Smartphone is in the Vehicle the moment the App is turned on it will be able to automatically connect to any eTRUCK Device installed properly on each Vehicle belonging to the Fleet and to the Workshop aligned with it. The App will show whether the eTRUCK Device is connected properly to the Smartphone. The Driver should test the connection in the event of a malfunction and the App or Services cannot be accessed.

5. DRIVER'S RESPONSIBILITIES AND OBLIGATIONS OF USE

All contents present or made available through the Services in the form of texts, graphics, logos, icons, images, digital download, data collections, software, and in general all TEXA Contents are the sole property of TEXA and are protected by industrial patent laws and copyright laws, including database laws in force in Italy and community and international laws.

Limits to modification of eTRUCK Devices and Services

It is not permitted to alter, tamper with, modify or allow others to alter, tamper with or modify the eTRUCK Devices, the Services or TEXA Content or any part thereof (whether obtained directly through TEXA or through the Workshop) for any purpose, such as but not limited to analysis by using reverse engineering, decompiling or disassembling the eTRUCK Device, Services or TEXA Contents for using them to build other products or for violating or eluding the encryption or to permit others to do the above and/or modify the features of the eTRUCK Devices, Services or TEXA Contents.

Marks

The TEXA eTRUCK mark, the graphic material, logos, icon buttons, fonts and marks used for the eTRUCK Device, Services, the Apps and in general for TEXA Contents are marks and hallmarks belonging solely to TEXA ("TEXA Marks"). TEXA Marks cannot be utilised in any manner by the Driver.

Undue Use

TEXA shall not be held responsible for monitoring whether any Service supplied is used properly. If the Driver becomes aware of any improper use of the Services, or the eTRUCK Devices, he must report such undue use to the Fleet manager. Through access to TEXA Contents or use of the Services, as well as loading and use of the Driver Data, the Driver agrees to refrain from any improper conduct comprising but not limited to:

- i. promotional use and payments: use of the Data accessible to the Driver or any TEXA content for advertising, promotional, marketing, sales, publication of invitations or any other sort of commercial content. In addition, the Driver undertakes to refrain from processing or duplicating the Services, Data and TEXA Contents
- ii. information technology hacks: undertaking actions on Services aimed at circumventing, interfering, disrupting, damaging, disabling, overloading or limiting the operation of any software or hardware, telecommunication device, technology (security) or of the Services
- iii. use in violation of legislation in force: use of the TEXA Contents and/or Services should not contrast with provisions in force. The Driver should verify whether use of the TEXA Contents and the Services are compatible with applicable

provisions

iv. any other unlawful or undesirable use: using the Services and Driver Data illegally or in violation of these Terms of Use. The Driver also agrees to refrain from violating any code of conduct or other guidelines that may be applicable to the Services or Driver Data or TEXA Contents.

6. COMPATIBILITY, CONFIGURATION AND CONNECTION OF THE eTRUCK DEVICE

The eTRUCK Device is not compatible with all Smartphones available in the market. Prior to creation of the Account and loading the App on your Smartphone, the Driver is obligated to check whether his Smartphone is compatible at the site www.texa.com/products/etruck. In the event of incompatibility with the Smartphone the Driver will not be able to use the App, the Services or other TEXA Contents.

The eTRUCK Device is not compatible with all Tachographs in the market, and is not compatible with analogue Tachographs. In the event the Vehicle used by the Driver has been supplied with an analogue Tachograph, the eTRUCK Device cannot be connected to the Tachograph and Tachograph Data will not be recorded by the eTRUCK Device or sent to the Smartphone or to the eTRUCK Fleet Web Portal.

The type of Vehicle Data recorded by the eTRUCK Device sent to or viewable via the App or the Workshop through the eTRUCK Workshop Web Portal or the Fleet manager via the eTRUCK Fleet Web Portal may vary depending on the type and model of the Vehicle. It is therefore possible that some Vehicle Data and Services are not available as they cannot be recorded or sent from the Vehicle in which the eTRUCK Device has been installed.

Installation and Configuration of eTRUCK Devices

In order for the eTRUCK Device and Services to work properly, the Fleet manager gets a Workshop to look after installation and configuration of the eTRUCK Device. Incorrect or incomplete installation and/or configuration of the eTRUCK Device will prevent it from working properly. The Driver is responsible for informing the Fleet manager and Workshop any time the eTRUCK Device and Services are not working properly.

Some functionalities of the eTRUCK Devices and Services depend on whether the Smartphone the eTRUCK Device is connected to is working properly. The billing plan of the Smartphone should allow for data traffic and the functionalities related to data traffic and the satellite location feature should also be activated. The Driver should check with his mobile service provider and tell the Fleet manager about the billing plan of his Smartphone for enabling eTRUCK Device functionalities. The Driver should also check and activate data traffic and satellite location functionalities for using the Services that need activation of such data in order to work.

In case of no network coverage, insufficient network coverage or the Smartphone is not connected to the network operation of the eTRUCK Devices or Services are not guaranteed to work properly.

The Driver is aware that installation and configuration of eTRUCK Devices and the supply of Services via the App configured on his Smartphone can cause TEXA and the Workshop to access geolocation data of the Smartphone within the limits specified below. The Driver has the option of letting the Workshop know his position and the position of the Vehicle by activating the geolocation data sharing option on his Smartphone.

The Workshop will have access to the position of the Driver and Vehicle only from the moment the Driver activates sharing of the data up until deactivation of the option. Via the eTRUCK Fleet Web Portal the Fleet manager can only access geolocation data shared with the Workshop. Sending geolocation data does not make it possible for the Workshop or the Fleet manager to track the route travelled by the Driver or Vehicle. Such data will be processed in compliance with the Privacy Notice and subsequent updates.

Connection of the eTRUCK Device with the Smartphone

For the eTRUCK Device and Services to work properly it is essential that the App is installed properly in the Smartphone and that the Smartphone is properly connected via Bluetooth with the eTRUCK Device. Services shall not be available in the following cases, given solely for example, but not exhaustively: i) the eTRUCK Device is not connected or the Smartphone has been turned off or is broken or the battery is dead; ii) the Driver has not installed the App in the Smartphone properly, or the App is not working; iii) the eTRUCK and the Smartphone are not connected via Bluetooth; iv) there is no GPS signal; v) there is no reception signal of the Smartphone; vi) something is wrong with the Smartphone or the eTRUCK Device or the App or the Platform; (v) the Tachograph is not working or the Tachograph Option has not been activated.

When updates of Android™ or iOS™ operating system and/or updates of the Vehicle's electronic systems are released, some connection problems with the Smartphone or operation of the App or the eTRUCK Device could occur. In such case the Services could be temporarily suspended or disrupted or limited without considering such occurrences a defect or operating vice of the eTRUCK Device, the eTRUCK Workshop Web Portal, the eTRUCK Fleet Web Portal, the App or their programmes.

TEXA shall take action so that the eTRUCK Device and the App resume working properly again.

Some connection problems may occur with the Smartphone or the operation of the App or the eTRUCK device, owing to other applications on the Smartphone (antivirus), which can alter configurations and functionality of the eTRUCK Device. In such case the Services could be temporarily suspended or disrupted or limited without considering such occurrences a defect or operating vice of the eTRUCK Device, the eTRUCK Workshop Web Portal, the eTRUCK Fleet Web Portal, the App or their programmes.

If the Driver uninstalls or deactivates the App, or it is not working, or in the above cases, if the Smartphone and the eTRUCK Device are not connected, Vehicle Data and Tachograph Data will not be sent to the App, the eTRUCK Workshop Web Portal or the eTRUCK Fleet Web Portal and Services can only be provided to the Driver the moment connection of the Smartphone, the eTRUCK Device and Tachograph is reactivated or the moment the App is reactivated.

7. SERVICES. EXONERATION FROM RESPONSIBILITY AND CONDITIONS FOR USING THE SERVICES PROPERLY

"Viewing Services" provided to the Driver via Smartphone and the Fleet manager via the eTRUCK Fleet Web Portal

Viewing Services enable the Driver to view Vehicle Data and Tachograph Data on the App. In order to obtain Tachograph Data the eTRUCK Device must be installed properly and connected to the Tachograph and the Driver must activate the Tachograph Option via the App. The Driver and Fleet manager may only display Tachograph Data obtained during the time the Tachograph Option was activated by the Driver on the Smartphone and via the eTRUCK Fleet Web Portal.

Viewing Services may vary over time and be temporarily suspended and/or disrupted and/or limited without considering such occurrences a defect or operating vice of the eTRUCK Device, the eTRUCK Workshop Web Portal, the eTRUCK Fleet Web Portal, the App or other TEXA Contents.

TEXA is not responsible for the accuracy, reliability or completeness of the data sent and displayed via the eTRUCK Device or the Tachograph. The eTRUCK Device does not generate any data but only records data generated by the Vehicle and Tachograph so they can be displayed on the Driver's Smartphone, the eTRUCK Workshop Web Portal and the eTRUCK Fleet Web Portal. For technical reasons connected to the operating procedure of the Vehicle's electronic system, the Driver is aware and accepts that some data generated by the Vehicle itself are not recorded or viewable via the App or the eTRUCK Workshop Web Portal or the eTRUCK Fleet Web Portal.

Installation of the eTRUCK Device does not relieve the Driver of his responsibility of verifying whether the Vehicle and the Tachograph are working properly before driving off and while driving, or conducting or letting someone conduct the necessary checks in all cases of malfunction of the Vehicle or the ones envisaged by the manufacturer or law, even in the absence of indications of the eTRUCK Device, the App or TEXA Contents in general.

"Diagnostic Services" made available through the eTRUCK Workshop Web Portal

Diagnostic Services enable the Workshop to view Vehicle Data and pinpoint and report any malfunction of the Vehicle and intervene remotely on the Vehicle for eliminating it. It is possible for the Workshop to view Vehicle Data via access to the eTRUCK Workshop Web Portal. In particular, use of the eTRUCK Workshop Web Portal allows the Workshop to access certain Vehicle Data in real time. If there is a malfunction of the Vehicle needing immediate intervention, the eTRUCK Device sends a notice to the Driver's Smartphone via the App and to the Workshop via the eTRUCK Workshop Web Portal. The Driver can get in touch with the Workshop through contact services (by telephone or chat) supplied by the App. In order for the Workshop to perform Diagnostic Services the Vehicle must always be parked. As soon as he notices a malfunction signal requiring immediate intervention it is the responsibility of the Driver to go to a stopping area immediately and stop the Vehicle. The Driver must follow the instructions of the App and/or Workshop for performance of Diagnostic Services. If the Driver's active intervention is necessary for performing Diagnostic Services to ensure that certain precautions are taken on the Vehicle for performance of Diagnostic Services, the Driver is responsible for following the instructions given on the App and/or by the Workshop. In particular, if activation of certain functions necessary for execution of the Diagnostic Services requires the Driver's active intervention on the Vehicle, the Workshop will send the Driver a confirmation code. By entering the confirmation code in the App, the Driver confirms that he has taken the precautions on the Vehicle and followed the instructions given by the App and/or the Workshop. Failure to enter the confirmation code when required will prevent performance of the Diagnostic Services. The Driver is aware that in order for Diagnostic Services to be performed properly the App may ask for sharing of geolocation data with the Workshop. Geolocation data will only be visible to the Workshop from the moment the Driver starts sharing the data via activation of the location option on his Smartphone up until its deactivation. Diagnostic Services may vary over time and be temporarily suspended and/or disrupted and/or limited.

TEXA shall not be held responsible for problems connected to malfunction of the eTRUCK Workshop Portal, telephone or Internet connections or lack of telephone or Internet connection. TEXA also declines any liability stemming from use of information supplied by the TEXA eTRUCK Web Portal to the Workshop and concerning its reliability and/or completeness. The Driver is also aware that such data and information may be incomplete and should be used in addition to the professional knowledge of the Workshop. Solely the Workshop is responsible for execution of the Diagnostic Services it performs. At any rate TEXA cannot be held responsible for the Workshop's failure to perform Diagnostic Services, or for not doing them properly or diligently.

"Scheduled Date Management Services"

Scheduled Date Management Services enable the Driver to display on the App, data, information and contents related to the Vehicle connected to his Smartphone related to but not limited to scheduled maintenance, periodic overhaul, expiry of the tax disc, insurance, and so on. Such data will be sent to (i) the Driver on his Smartphone via the App, InApp; (ii) the Workshop via the eTRUCK Workshop Web Portal; and (iii) the Fleet manager via the eTRUCK Fleet Web Portal. Such data and due dates are processed by the eTRUCK Device only on the basis of data entered by the Fleet manager or the Driver or the Workshop depending on the type of data. Therefore, TEXA cannot be held responsible for the accuracy or completeness of such data entered by the Workshop or the Driver or the Fleet manager or originating from the eTRUCK Device or the Tachograph.

"Ancillary Services"

The Driver can activate ancillary services made available via the App, the InApp and subsequent updates, under conditions provided each time depending on the content of the Fleet manager Agreement.

8. TELEPHONE CONNECTIVITY AND TERRITORY

It is clarified that the costs of telephone and data connectivity are not included and will be borne by the Driver or Fleet manager. In particular, connectivity and voice traffic costs for use of the App and Services will derive from telephone and data traffic generated by use of the same - even connected to roaming services - and the telephone or Internet provider

will charge the sum established by the billing plan activated by the Driver or the Fleet manager on his Smartphone. Connection costs shall be paid to the concerned telephone and Internet provider without any intermediation or additional costs charged by TEXA. TEXA is not responsible for such connection costs or for supply or operation of the voice and data connectivity service.

9. TERMINATION OF THE FLEET MANAGER AGREEMENT AND CHANGING THE WORKSHOP ALIGNED WITH eTRUCK DEVICES

The Driver is aware that the Fleet manager Agreement may be cancelled, terminated or suspended by the Fleet manager or the Workshop depending on the terms and conditions of the Fleet manager Agreement or may be terminated if the Workshop goes out of business or stops acting as reseller and installer of eTRUCK Devices.

TEXA is not a party to the Fleet manager Agreement and shall not be held responsible for matters related to the contractual relationship between the Fleet manager and the Workshop.

Restriction of access to the Account and Services upon termination of the Fleet manager Agreement

Upon termination of the Fleet manager Agreement, Diagnostic Services requiring the direct intervention of the Workshop will stop. As a consequence the Driver can no longer contact or be contacted by the Workshop via the App and the contents of the App aligned with such Diagnostic Services will not be accessible to the Driver until they are reactivated in the following manner.

In all cases of termination of the Fleet manager Agreement TEXA will keep the Driver Account active for a maximum of 180 (one hundred and eighty) days from termination of the agreement in the following manner.

During the first 90 (ninety) days after termination of the Fleet manager Agreement, the Driver can access the App for Viewing Services only.

If the Fleet manager Agreement is not renewed within this term or the Fleet manager does not change the Workshop by following the "Change Workshop" procedure, access to the App will be suspended for a further 90 (ninety) days. During this time the Driver will be unable to access the App or use the Services offered through it until renewal of the Fleet manager Agreement or the Change Workshop procedure has been done.

If this period ends without the Fleet manager renewing the Fleet manager Agreement or following the "Change Workshop" procedure, the Driver Account and all Services provided through it shall cease definitively.

Renewal of the Fleet manager Agreement, "Change Workshop" and Data storage

The Fleet manager has up to 180 (one hundred and eighty) days from termination of the Fleet manager Agreement to decide whether to renew it with the previous Workshop or follow the "Change Workshop" procedure without having to activate the procedures for creating new Fleet manager Accounts and Driver Accounts or the procedure for preliminary alignment of the eTRUCK Devices. During that period, TEXA will keep the Fleet manager Data and Driver Data in accordance with the Privacy Notice for reactivation of the Fleet manager Account and Driver Accounts. Vehicle Data related to interventions and maintenance carried out up until the termination date of the Fleet manager Agreement will be kept by TEXA for 90 (ninety) days from termination of the Fleet manager Agreement.

If renewal of the Fleet manager Agreement or "Change Workshop" takes place after the 90 (ninety) day period from termination of the Fleet manager Agreement, all Vehicle Data related to the Workshop's interventions carried out on the Vehicle in the previous period will be definitively cancelled and can no longer be recovered or displayed by the Driver or Fleet manager.

"Change Workshop" Procedure

The Change Workshop Procedure is described in the Terms of Use of the eTRUCK Fleet Web Portal.

After conclusion of changeover procedures, the eTRUCK Fleet Web Portal and Driver's Apps shall be aligned and automatically connected to the new Workshop.

Termination of the Driver Account or removal of the eTRUCK Device alignment due to decision of the Fleet manager or Workshop

The Driver is aware that regardless of whether the Fleet manager Agreement has been terminated, during its term the Fleet manager can remove the Driver Account from the Fleet and the Workshop can deactivate the eTRUCK Devices aligned with the App.

In the above cases, none of the Services related to the Driver Account or the Vehicle whose eTRUCK Device has been deactivated will be accessible to the Driver via the App or to the Fleet manager via the eTRUCK Fleet Web Portal.

Driver Data and Vehicle Data will be kept and processed in accordance with the Privacy Notice in the terms indicated in the preceding paragraph. Driver Data will be kept for access to the Driver Account for 180 (one hundred and eighty) days from misalignment or deactivation and Vehicle Data shall be kept for 90 (ninety) days from misalignment or deactivation. It is understood that TEXA is extraneous to relations between the Fleet manager, Driver and Workshop and cannot be held responsible for any prejudice caused to the Fleet manager or Drivers by events connected to their relationship.

10. RIGHTS OF TEXA

Communication and information

Upon creation of an Account the Driver accepts that TEXA and the Workshop can communicate with him via telecommunications means or by phone and that some information on his use of the Services, the App, TEXA Contents and Driver Data may be shared with the Workshop, the Fleet manager and TEXA.

Termination and modifications

The App will periodically notify the Driver about the necessity to do updates or upgrades of the App itself, TEXA Contents and the Services. All or some of the updates or upgrades of the App, TEXA Contents and the Services may depend on

updates of the eTRUCK Device.

TEXA reserves the right, with or without notice, to disrupt, limit, modify, update, run upgrades and supplement the Services, the eTRUCK Devices and TEXA Contents supplied to the Driver or made available to the Driver through use of an eTRUCK Device (obtained through TEXA, a Workshop or a Platform).

TEXA Contents and Driver Data

TEXA may at its sole discretion collect and process statistics on use of Driver Data for improving its products, Services and the App, after obtaining the necessary consent from the Driver.

In relation to Driver Data, the Driver authorises TEXA to send its Data to third parties for supply of Services.

11. TERMINATION AND RESTRICTIONS IN THE EVENT OF VIOLATION OF THESE TERMS BY THE DRIVER

TEXA reserves the right, at its sole discretion, to immediately terminate the Driver Account and subscriptions, delete the profile and TEXA Content and Driver Data and completely or partially restrict the Driver's use of his Account, the Services and the App if he fails to comply with or violates any substantial term of these Terms of Use, without prejudice to any other right, without the necessity for any violation and without any responsibility toward the Driver or any other subject.

Upon termination, licenses and user rights granted to the Driver by TEXA will simultaneously be terminated.

12. LIMITATION OF LIABILITY

In the maximum measure permitted by the applicable law, TEXA, its suppliers, sub-contractors, affiliates, officers, directors, employees, agents are not liable towards the Driver or third parties for any direct, indirect, special, incidental or consequential damage (including but not limited to damage caused by not being able to use or access the eTRUCK Devices, loss of Data, business, profit, disruption of business or similar loss) stemming from or related to the following:

- i. use of or incapacity to use or access to or running of an eTRUCK Device or a Service, or
- ii. any fraudulent statement made by the Driver of the Services, or
- iii. any violation of these Terms of Use, or
- iv. any violation of law or third-party right

All the above stated, if the Driver considers TEXA liable for damages connected in any way to his use of (or incapacity to use) or access to or the running of an eTRUCK Device or a Service, in the event of an eTRUCK Device, a Service or an App provided for a fee, TEXA's responsibility is limited to the amount actually paid by the Driver or Fleet manager for the eTRUCK Device or for the Service in question.

The above limitation of liability does not prejudice the Driver's rights provided by any applicable legislation.

13. NON-LIABILITY

The Driver is committed to holding harmless and defending TEXA, its affiliates, officers, directors, employees, agents, licensors and suppliers by any claim, loss, responsibility, expense, damage or costs, including but not limited to legal fees deriving from or related to use and conduct of the Driver connected to any eTRUCK Device or a Service or any violation of these Terms of Use, law or third-party rights.

14. FORCE MAJEURE

The term force majeure means circumstances preventing respect for TEXA's obligations as set out in these Terms of Use, beyond its reasonable control, including postponed, late and incomplete delivery by TEXA and temporary or partial unavailability of the Account, the Services, the Apps, TEXA Contents and Driver Data caused by circumstances beyond its reasonable control. When faced with a force majeure situation all of TEXA's obligations will be suspended. If the period during which TEXA is unable to fulfil its obligations for force majeure causes exceeds ninety (90) calendar days, the Driver has the option of asking for his Account to be cancelled and TEXA has the right to cancel the Account subject to providing the notice in accordance with the section entitled "Termination of the Account" set out the foregoing point 9, without any obligation to pay compensation due to such termination.

15. CHANGES

TEXA reserves the right to make changes and supplementations to these Terms of Use at any time. The most recent version of these Terms of Use are available at TEXA's websites. The Driver should check the TEXA website regularly at www.texa.com/products/etruck.

16. ENTIRE AGREEMENT

These Terms (comprising any appendix or modifications to the same contained in the package attached to the eTRUCK Device) and any other term, where applicable, represent the entire agreement between the Driver and TEXA related to the eTRUCK Devices or the Services, including any assistance services, the Services, Apps or Driver Data. If the terms of any policy or programme of TEXA assistance services are in conflict with these Terms, these Terms shall apply. If a provision of these Terms is considered null, invalid, inapplicable or unlawful, the other provisions will continue to remain in full force and be efficacious.

17. APPLICABLE LAW AND PLACE OF JURISDICTION

These conditions and any dispute arising from them are subject to the laws of Italy. The United Nations Convention on Contracts for the International Sale of Good do not apply to these Terms of Use.

Any dispute connected to these Terms of Use, performance of the Services, the App, InApp, and the TEXA Contents in

general or operation or use of the eTRUCK Device and termination of the same shall be referred solely to the Court of Treviso, Italy or the Court of Venice dealing with industrial disputes.

18. TRANSLATIONS

The Italian version of these Terms prevail. Any translation is provided only as a courtesy.

19. QUESTIONS AND CLAIMS

For any questions, suggestions or claims regarding these Terms of Use or in the event you wish to contact TEXA for any reason, the Driver should contact TEXA by going to this page www.texa.com/products/etruck. TEXA will examine every complaint as quickly as possible and send a reply in the manner specified on the above page.

I have read and accept the above Terms.

In accordance with and due to the effects of Art. 1341 of the Italian Civil Code, the Driver declares that he specifically approves the following clauses:

Art. 7. The Services. Exoneration from responsibility and conditions for using the Services properly

Art. 9. Termination of the Fleet manager Agreement and changing the Workshop aligned with eTRUCK Devices

Art. 10. Rights of TEXA Termination and modifications

Art. 11. Termination and restrictions in case of violation

Art. 12. Limitation of liability

Art. 17. Applicable law and place of jurisdiction