General Terms and Conditions (GTCs) for ZenZefi

By accessing and using ZenZefi software ("**ZenZefi**") for the secure handling of DCS Certificates issued to you to work with control units for or vehicles using the STAR Architecture, these General Terms and Conditions for ZenZefi ("**GTCs**") between you as "**Supplier**" and Mercedes-Benz U.S. International, Inc., an Alabama corporation with principal offices at 1 Mercedes Drive, Vance, AL 35490 ("**MBUSI**"), are incorporated by reference in the DCS Certificate Letter Agreement. These GTCs comprise the DCS Certificate Letter Agreement between Supplier and MBUSI, and these GTCs will govern in the event of any conflict between the GTCs and the terms of the DCS Certificate Letter Agreement except to the extent a term in the DCS Certificate Letter Agreement is expressly intended to modify terms of these GTCs.

MBUSI and Supplier may each be referred to below as a "**Party**" and collectively as the "**Parties**". Capitalized terms used but not defined in these GTCs have the meanings given to them in the DCS Certificate Letter Agreement. These GTCs further incorporate the terms and conditions of any attachments or exhibits attached to these GTCs.

1. **Agreement Components**.

1.1.   The provision by MBUSI or its affiliates of ZenZefi in order for Supplier to securely handle DCS Certificates with respective associated private keys is exclusively subject to the terms and conditions of these GTCs. No other terms or conditions of the Supplier are part of these GTCs, even if such terms or conditions are included with any invoices, orders, or other confirmations from Supplier and no objection was raised to them.

1.2.   In addition to these GTCs, the respective current version of Attachments 1 and 2 to these GTCs apply. MBUSI reserves the right, at its discretion, to update or revise the Attachments from time to time. The updated version will be effective at the time MBUSI posts the Attachment in its diagnostic portal for suppliers. Supplier's continued use of any DCS Certificates following the posting of any changes constitutes Supplier's acceptance of those changes.

2. **Scope of Agreement**.

2.1.   ZenZefi enables secure handling, including receipt and distribution, of DCS Certificates needed for secure diagnosis, secure coding, and secure onboard vehicle communications on the STAR Architecture (the "**Purpose**") and is provided exclusively for this Purpose. ZenZefi and its characteristics are described in **Attachment 1** ("**ZenZefi Description**") to these GTCs.

2.2.   Supplier is responsible and liable for assuring full compliance with these GTCs by its employees and any authorized third parties who use and access the ZenZefi software provided hereunder ("**Authorized Users**"). Supplier may designate a natural person who is not an employee of Supplier (i.e., an independent contractor) as an Authorized User only with MBUSI's prior permission and only where such person is contractually obligated to comply with Supplier's instructions regarding the access to and use of ZenZefi. In the event that any Authorized User's employment or contractual relationship upon which his or her Authorized User status is conditioned under this Section terminates, such person's authorization to access the ZenZefi, DCS Certificates, and/or any other MBUSI portal or technology shall be automatically revoked without any further action by MBUSI. In the event of a termination as described in the previous sentence, Supplier shall promptly notify MBUSI so that such person's login credentials can be disabled. Supplier may reassign the Authorized User designation at any time subject to the foregoing qualification requirements. Authorized User licenses that remain inactive for more than ninety (90) days may be deemed expired. Each Authorized User is assigned a unique identification number (or other password

indicator) from MBUSI or its affiliate. Each Authorized User will treat its User ID/password as confidential and will maintain reasonable and appropriate security precautions for the protection of the same to prevent disclosure to any other party (whether employees of Supplier or third parties).

2.3.   Supplier must designate one or more natural persons as responsible contact persons ("**Supplier Representatives**"). Supplier Representatives will be responsible for ensuring completion of Supplier tasks required under these GTCs, coordinating and exchanging information required under these GTCs, and arranging all other technical matters pertinent to these GTCs. Supplier may change its Supplier Representative(s) by giving written notice to MBUSI.

3.   User IDs and Passwords.

3.1.   Any User ID and/or password provided by MBUSI or its affiliates is personal to the Authorized User. Supplier shall ensure only its authorized representatives request User ID or passwords for its respective employees and authorized third parties as Authorized Users needed to fulfill their tasks for the Purpose.

3.2.   A Supplier employee or authorized third party is not an Authorized User, and license is not established, unless and until MBUSI or its affiliate accepts a request for and issues the User ID and/or password to such employee or authorized third party.

3.3.   MBUSI may accept a request for, and issue User IDs to, Supplier affiliate employees or authorized third parties. In the event any User IDs are provided by MBUSI or its affiliates to Supplier affiliate employees or other authorized third parties: (i) Supplier ensures each such affiliate is responsible (in writing) for any violation of these GTCs; (ii) Supplier is jointly and severally liable for such affiliate's (and such affiliate's employees' and authorized third parties') compliance with and violation of these GTCs; and (iii) Supplier passes through to MBUSI and its affiliates any and all rights to enforce the written terms and conditions agreed to by Supplier affiliates whereby such Supplier affiliates must comply with these GTCs.

3.4.   MBUSI may require, and Supplier shall provide upon request, adequate proof of Supplier's compliance with the conditions of these GTCs prior to MBUSI or its affiliate issuing any User ID or password to any one or more Supplier employees or authorized third parties.

3.5.   The ZenZefi software shall be provided in a manner determined by MBUSI. This could involve making the ZenZefi software available for download through a portal provided by MBUSI for this purpose (e.g., the Daimler DiagnosePortal/GSEP Portal).

4.   ZenZefi License.

4.1.   MBUSI hereby grants Supplier a limited, non-exclusive, and non-transferable license to access and use ZenZefi during the term of these GTCs within the scope of the Purpose for which it is provided. Except as expressly provided for in this Section, nothing in these GTCs or the performance thereof will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other pre-existing proprietary rights of MBUSI or its licensors to Supplier under these GTCs. MBUSI and/or its licensors own and retain all proprietary rights, title and interest in ZenZefi, including all materials and content contained in the software, whether pre-existing prior to the effective date of these GTCs or created during the term. MBUSI reserves the right to resell the ZenZefi software in any form to third parties.

4.2.   Supplier will not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, techniques, processes, algorithms, know-how or other information from the ZenZefi

software or permit or induce the foregoing. Suppler is not permitted to create copies of ZenZefi, except Supplier may back-up ZenZefi software and documentation only to the extent necessary to secure its rights to use such software as permitted by these GTCs. Supplier may not, and Supplier may not permit any third party to, otherwise reproduce, modify, or alter the ZenZefi software.

4.3. Supplier must prevent unauthorized access to ZenZefi. The ZenZefi software and electronic copies that are no longer needed shall be properly destroyed as required by these GTCs. Copies of any ZenZefi preserved, recorded or saved automatically to standard back-up or archival systems shall remain subject to the confidentiality and security obligations hereunder to the extent it is impracticable to delete, erase or destroy such certificates, provided that Supplier shall make no further use of such copies, and such certificates and such copies shall be destroyed or deleted in the ordinary course.

4.4. MBUSI may take and implement technical measures to prevent access and use of ZenZefi in violation of these GTCs.

4.5. Upon request, Supplier shall permit MBUSI to review whether Supplier and its Authorized Users are utilizing ZenZefi within the scope of the granted usage rights. The provisions of Section 9 (Audit Rights) apply correspondingly.

4.6. In the event of a violation by Supplier or its employees or other representatives of these GTCs, MBUSI can prohibit further use of ZenZefi, in whole or in part, with immediate effect without further liability to MBUSI and in addition to all other rights or remedies available to MBUSI under these GTCs, at law, or in equity. In the event of a prohibition, MBUSI can request written confirmation from Supplier, and Supplier shall promptly provide written confirmation, that the ZenZefi software and all copies thereof have been deleted or destroyed.

4.7. MBUSI can revoke Supplier's and Authorized Users' usage rights at any time and terminate these GTCs without notice period if Supplier or its employees or other representatives violate the terms of these GTCs. Notwithstanding the foregoing, for clarity, to the extent any free and open-source software ("**FOSS**") components comprise modules provided to Supplier as part of the ZenZefi software. Such FOSS components are subject to their own license terms and applicable flow through provisions. If Supplier does not agree to abide by the applicable FOSS licensing terms, then Supplier should not install or use such FOSS components and Supplier acknowledges the ZenZefi software may not operate (in whole or in part) as a result. MBUSI acknowledges applicable FOSS licensing terms of use shall prevail regarding Supplier's continued use rights subsequent to revoking Supplier's and Authorized Users' license to the ZenZefi software, as a whole, solely for such FOSS components individually.

4.8. In its sole discretion, MBUSI or its affiliate may periodically update the functionality or features of ZenZefi with tools, utilities, improvements, third party applications, or general updates to the software. Authorized Users may access and use tools, improvements, third party applications, or general updates to the ZenZefi as and when made available by MBUSI or its affiliate in the ordinary course of its business.

4.9. Supplier must install all updates made available by MBUSI or its affiliate for ZenZefi and must always use the latest available version of ZenZefi. MBUSI will use commercially reasonable efforts to inform Supplier when updates and new versions of ZenZefi are available. If Supplier is unable to promptly install and begin using the latest version of ZenZefi following an MBUSI notice, Supplier may continue to use the previous version of ZenZefi for a transition period reasonably determined by MBUSI; thereafter, Supplier's use of the previous version will not be supported and MBUSI may

revoke Supplier's and Authorized Users' usage rights and terminate these GTCs without notice period for Supplier's violation of these GTCs.

5. Additional Conditions for Using ZenZefi.

5.1.   Supplier shall ensure use of ZenZefi is only permissible through Supplier's devices and systems at Supplier-controlled facilities solely for the Purpose and only by Authorized Users.

5.2.   For the use of ZenZefi, Supplier shall ensure Authorized Users only use devices and systems with access protection and security mechanisms that meet current security requirements applicable at the time the ZenZefi software is used. Supplier must meet the requirements of the norm ISO 27001 or acknowledged comparable norms (such as Automotive TISAX) and any additional MBUSI security requirements provided to Supplier pursuant of these GTCs. Supplier devices and systems must meet the system requirements as per **Attachment 2** ("**ZenZefi System Requirements**") of these GTCs.

5.3.   Using ZenZefi requires strict compliance with the obligations and conditions in these GTCs, both by Supplier and by any persons authorized by Supplier to work with the ZenZefi software. In addition to the Authorized Users, authorized persons may include such natural persons who are required as per these GTCs to work with DCS Certificates ("**need-to-know principle**"). If these requirements are not fulfilled or are violated, MBUSI can prohibit the further use of ZenZefi, in whole or in part, with immediate effect without further liability to MBUSI and in addition to all other rights or remedies available to MBUSI under these GTCs, at law, or in equity.

6. Confidentiality.

6.1.   The ZenZefi software and any files, libraries, modules, packages, documentation and specifications, as well as the terms and conditions of these GTCs, are to be treated strictly confidential (the "**Confidential Information**"). Any use of the Confidential Information in violation of the terms of these GTCs will constitute a material breach and violation of MBUSI's and its affiliates' confidentiality and trade secret rights.

6.2.   Supplier shall only entrust persons with access to and use of Confidential Information who are required to use the Confidential Information according to these GTCs.

6.3.   Suppler shall prevent any access to the Confidential Information who are not entrusted with use of or access to Confidential Information according to these GTCs, particularly for those personnel or third parties who are not assigned to any specific task requiring access to the Confidential Information and not correspondingly obligated to maintain the confidentiality and security of such Confidential Information.

6.4.   Access by third parties permitted by or on behalf of Supplier who are not entrusted with the handling of Confidential Information is strictly prohibited. Disclosure to third parties by Supplier or on behalf of Supplier of the access information for the ZenZefi software that Supplier is using for the handling of DCS Certificates is strictly prohibited.

7. Data Protection.

7.1.   Supplier will cooperate with MBUSI's due diligence assessment process upon initial onboarding and from time to time during the term of these GTCs, including as required by MBUSI to comply with its legal or regulatory obligations. At MBUSI's request, Supplier shall promptly provide accurate and comprehensive information about all security and confidentiality measures relating to its handling of the ZenZefi software, as well as written assurances of its compliance with the

terms hereof. To this end, Supplier shall provide corresponding documentation and data along with its written, narrative explanations. Upon request, Supplier shall permit MBUSI or its affiliate to review these security and confidentiality measures or to have them reviewed by third parties who are obligated to maintain confidentiality of its review. Upon request, Supplier shall provide MBUSI with the necessary audit reports as proof of appropriate security and confidentiality measures for subcontractors who have or could gain access to the ZenZefi software.

7.2.   If Supplier becomes aware of any unauthorized use or disclosure of Confidential Information, Supplier shall promptly notify MBUSI of all facts known to it concerning such unauthorized use or disclosure and take all reasonable steps to mitigate any potential harm or further disclosure, loss or destruction of such Confidential Information. If Supplier or any of its employees or other representatives becomes legally compelled by law, deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar judicial or administrative process to disclose any of the Confidential Information, Supplier shall, unless prohibited by applicable law, provide MBUSI with prompt written notice of such requirement, and shall exercise commercially reasonable efforts to cooperate with MBUSI in any reasonable efforts by the MBUSI to obtain a protective order or similar remedy with respect to such Confidential Information. In the event that such protective order or other similar remedy is not obtained, Supplier shall furnish only that portion of the Confidential Information that has been legally compelled and shall cooperate with MBUSI in any reasonable efforts by MBUSI to obtain assurance that confidential treatment will be accorded such disclosed Confidential Information.

7.3.   Supplier shall promptly rectify any inadequacy of security or confidentiality measures required by these GTCs and provide MBUSI a written report of the investigative and mitigation action Supplier takes following any unauthorized use or disclosure of Confidential Information.

8. Compliance.

8.1.   Supplier shall cooperate with Supplier and negotiate in good faith any necessary data protection agreements with MBUSI regarding the handling of personal data.

8.2.   MBUSI is only responsible for data processing in respect of data privacy in the context of the DCS Certificate issuing process and certificate administration by ZenZefi software, where such data processing takes place within MBUSI's (or its affiliates') control. MBUSI is not responsible for data processing by Supplier, its employees, or any other third party. Responsibility for collecting, processing, and transmitting data to MBUSI for the purposes of these GTCs, as well as for its performance, shall be borne solely by Supplier. In this regard, Supplier is also the controller with regard to affected data subjects.

8.3.   To the extent applicable, Supplier must comply with Directive (EU) 2016/679 ("**General Data Protection Regulation**" or "**GDPR**") as well as any other applicable statutory data privacy regulations. A violation of data privacy regulations is also considered a violation of material contractual obligations.

8.4.   Supplier must adhere to all laws and regulations applicable to both itself and the commercial relationship with MBUSI. Within the framework of its commercial dealings with MBUSI, Supplier must desist from all practices which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on the part of persons employed by Supplier or other third parties. In the event of violation of the above or any other Supplier violation of law, MBUSI has the right to immediately withdraw from or terminate all legal transactions existing with Supplier and the right to cancel all negotiations.

9. Audit Rights.

9.1.   It is Supplier's responsibility to ensure operations in the working environment for the ZenZefi software, particularly the devices and systems for using ZenZefi software, and to provide adequate protection from outages.

9.2.   Supplier shall immediately report any disruptions in the use of ZenZefi software to MBUSI to the extent the disruption is not due to Supplier's working environment, devices, or systems. Notwithstanding the foregoing, for clarity, Supplier's notification to MBUSI does not establish any rights or remedies for Supplier.

9.3.   MBUSI is entitled to monitor and audit the performance of measures to implement the obligations from these GTCs (and the additional provisions), particularly compliance with usage rights for ZenZefi, either itself or through third parties who are obligated to confidentiality. Supplier shall provide requested information, complete and accurate corresponding documentation, as well as grant access to sites where the systems containing ZenZefi software is located, including the rooms and computer systems, for purposes of MBUSI completing its audit. Supplier shall bear the costs of an audit if a violation of the obligations from these GTCs is determined; otherwise, MBUSI shall bear the costs. Upon request, Supplier shall provide MBUSI with the necessary audit reports as proof of compliance with the obligations from these GTCs for any subcontractors who have or could gain access to ZenZefi software.

10. Costs; Expenses.

10.1.   Except as otherwise mutually agreed to by the Parties under these GTCs, each of MBUSI and Supplier will bear its own transaction costs and expenses incurred in connection with its performance and responsibilities under these GTCs.

11. Warranty.

11.1.   ZENZEFI SOFTWARE AND ANY ASSOCIATED FILES, LIBRARIES, MODULES, PACKAGES, DOCUMENTATION, AND SPECIFICATIONS ARE PROVIDED TO SUPPLIER ON AN "AS IS" BASIS. EXCEPT AS SET FORTH IN THESE GTCS, NEITHER PARTY MAKES ANY OTHER REPRESENTATION OR WARRANTY, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

11.2.   Supplier shall immediately report any defects in its ability to use ZenZefi software provided under these GTCs in comprehensible and detailed form, including all information that is helpful for identifying and analyzing the defect, in writing or electronically, to an address designated by MBUSI. In particular, Supplier's report must include the work steps that led to the defect, the manner in which it appeared, and its effects. Unless otherwise agreed, MBUSI shall determine the corresponding forms and procedures that shall be used by Supplier to provide any notices of such defects.

12. Liability.

12.1.   EXCEPT FOR MBUSI'S INTENTIONAL MISCONDUCT, GROSS NEGLIGENCE, OR FOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW, MBUSI WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS, ARISING OUT OF OR IN CONNECTION WITH THESE GTCS, EVEN IF MBUSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2. FOR CLARITY, IN NO EVENT WILL ANY MBUSI AFFILIATE BE LIABLE TO SUPPLIER FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, ARISING UNDER OR IN CONNECTION WITH THESE GTCS. WITHOUT MODIFYING THE FOREGOING LIMITATIONS, SUPPLIER ACKNOWLEDGES AND AGREES THAT MBUSI MAY DESIGNATE ONE OR MORE OF ITS AFFILIATES AS BENEFICIARIES UNDER THESE GTCS AND SUCH AFFILIATE(S) ARE ENTITLED TO ENFORCE THE PROVISIONS HEREOF DIRECTLY AGAINST SUPPLIER.

12.3. Supplier hereby agrees to defend and indemnify MBUSI and its affiliates against all claims and all damages, costs, expenses, and other amounts incurred by MBUSI or its affiliates, and their directors, officers, employees, or other representatives (collectively, the "**Indemnified Parties**"), in connection with any claims brought against the Indemnified Party arising from Supplier's or its employees or other representatives use or disclosure of the ZenZefi software other than as expressly set forth in these GTCs.

13. Term of the Agreement.

13.1. These GTCs take effect when the DCS Certificate Letter Agreement is signed by MBUSI and Supplier and continues until terminated in accordance with these GTCs.

13.2. MBUSI or Supplier may terminate these GTCs with thirty (30) days of prior written notice to the other Party. Termination of these GTCs shall also serve to terminate all license terms for Authorized Users to use the ZenZefi software.

13.3. Either Party may terminate these GTCs immediately upon written notice if the other Party: (i) voluntarily or involuntarily becomes the subject of a petition in bankruptcy or of any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors that is not dismissed or discharged within sixty (60) days after being commenced; (ii) admits in writing its inability to pay its debts generally as they become due, or takes any corporate action tantamount to such admission; (iii) makes an assignment for the benefit of its creditors; or (iv) ceases to do business as a going concern.

13.4. MBUSI may terminate these GTCs immediately upon notice to Supplier if MBUSI determines in its sole discretion that such termination is required to comply with law, including but not limited to federal data security or privacy laws.

13.5. Upon expiration of these GTCs or any individual license to use ZenZefi software, as well as in the case of a partial or full prohibition of use, Supplier shall immediately cease any and all use of the ZenZefi software and completely delete such software, except to the extent such software is required to be retained by applicable law or the software is preserved, recorded or saved automatically to standard back-up or archival systems and it is impracticable to delete, erase or destroy such certificates, provided that software shall remain subject to the confidentiality and security obligations hereunder, Supplier shall make no further use of such copies, and such copies shall be destroyed or deleted in the ordinary course. MBUSI can request Supplier to provide written confirmation of the deletion or destruction of all ZenZefi software and copies thereof.

13.6. Termination is not an exclusive remedy and the exercise by either Party of any remedy under these GTCs will be without prejudice to any other remedies it may have under these GTCs, by law, or otherwise.

14. Miscellaneous.

14.1. **Publicity**. Neither Party may issue any public statements or announcements relating to the terms of these GTCs or to the provision of DCS Certificates without the prior written consent of the other Party.

14.2. **Trademarks**. Each Party agrees not to display or use, in advertising or otherwise, any of the other Party's trade names, logos, trademarks, service marks or other indicia of origin without the other Party's prior written consent, which consent may be revoked at any time by notice.

14.3. **Export/Import**. Without modifying restrictions pursuant to the terms of these GTCs, Supplier must use, distribute, transfer and transmit any software or technical information provided under these GTCs (even if incorporated into other products) in compliance with all applicable import and export laws, conventions and regulations.

14.4. **Amendment; Modification**. Except as provided otherwise in the DCS Certificate Letter Agreement, these GTCs may only be changed, modified, discharged or terminated by an instrument in writing executed by each of the Parties.

14.5. **Waiver**. No delay or failure on the part of any Party hereto in exercising any right, power, or privilege under these GTCs shall impair any such right, power, or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power, or privilege shall preclude the further exercise of such right, power, or privilege. No waiver shall be valid against any Party hereto unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

14.6. **Assignment**. MBUSI may assign these GTCs, in whole or in part. Supplier may not assign these GTCs or any of Supplier's rights or obligations under these GTCs, whether by merger or operation of law or otherwise, without MBUSI's prior written consent which may be withheld in MBUSI's sole discretion; any purported attempt to do so shall be void. Subject to the foregoing, these GTCs shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

14.7. **Interpretation**. The Parties intend these GTCs to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of these GTCs to the same extent as if they were set forth verbatim herein.

14.8. **Severability**. The invalidity or unenforceability of any of terms, conditions, or provisions hereof shall not limit or impair the operation or validity of any other term or provision of these GTCs, and the remainder of these GTCs shall remain operative and in full force and effect.

14.9. **Governing Law; Venue**. These GTCs shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to conflict of laws principles. Any legal suit, action or proceeding arising out of or related to these GTCs or the matters contemplated hereunder shall be brought in and each Party irrevocably submits itself to the exclusive jurisdiction of the state and federal courts of the State of Alabama sitting in Tuscaloosa County, Alabama, and irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined only in and by either of the state or federal courts sitting within Tuscaloosa County, Alabama. Furthermore, each Party hereby irrevocably waives and agrees not to assert by way of motion, as a defense or otherwise in any such action or proceeding, any claim that such Party is not personally subject to the jurisdiction of the state or federal court sitting in Tuscaloosa County, Alabama, that such action or proceeding is brought in an inconvenient forum, that the venue of

such action or proceeding is improper or that these GTCs may not be enforced in or by such state or federal court sitting in Tuscaloosa County, Alabama. EACH PARTY HEREBY WAIVES ANY RIGHT THAT SUCH PARTY MAY HAVE TO A JURY TRIAL ARISING FROM ANY DISPUTES RELATED IN ANY WAY TO THESE GTCS. Service of process, summons, notice or other document sent by a United States nationally recognized overnight courier (receipt requested) or certified or registered mail, return receipt requested, postage prepaid, to such Party's address set forth herein (or to such other address that may be designated by a Party from time to time) shall be effective service of process for any suit, action or other proceeding brought in any such court.

14.10. **Notices**. Any notice, demand, request, or other communication required or permitted to be given under these GTCs shall be made in writing and delivered by personal delivery (with notice deemed given when delivered personally), by overnight courier (with notice deemed given upon written verification of receipt), or by certified or registered mail, return receipt requested (with notice deemed given upon verification of receipt). If to MBUSI: Mercedes-Benz U.S. International, Inc., 1 Mercedes Drive, Vance, AL 35490, Attention: Corporate Counsel. In the event Supplier fails to provide an address for notices, MBUSI may provide notices hereunder by any means reasonably calculated to provide Supplier with actual notice thereof.

List of Attachments

Attachment 1   ZenZefi Description
Attachment 2   ZenZefi System Requirements

Attachment 1 to the GTCs for ZenZefi Software

ZenZefi Description
This description and other terms and conditions for the ZenZefi software can be found under the MBUSI Section of the Supplier Portal located at https://supplier.daimler.com or other locations MBUSI may designate.

1.   What is ZenZefi?

With the introduction of the Star3 EE-architecture a new security architecture is used. Access to the electronic control unit (ECU) of Daimler vehicles will be secured by using certificates. Access will only be granted to authorized users.

ZenZefi is an application which is deployed and executed on diagnostic testing devices in the Daimler environments "R&D", "Production" and "Aftersales". ZenZefi is a tool that allows the management of the user-specific certificates. This includes selection of certificates as well as the import and deleting of certificates as well as a series of cryptographic functions e.g. chain of trust validation, signature creation and signature validation.

On a technical level, ZenZefi is responsible for managing the certificates and computing signatures for coding data on the diagnostic testing devices. Upon request from client systems ZenZefi retrieves certificates and computes signatures that will eventually be propagated to the electronic control unit in the Daimler vehicle. ZenZefi will also be responsible for accessing a Public Key Infrastructure (PKI) in the Daimler network.

According to the role of the user, which can be determined from the certificate, the control unit will allow access to the diagnostic service provided by the control unit.

2.   Interacting with ZenZefi

Users can interact with ZenZefi via UI, the REST API and the CLI. Depending on the action a user wants to perform with ZenZefi the UI, the REST API or the CLI can be used.

2.1   The ZenZefi UI

The UI can be used to visualize the users certificates, do updates or change user settings. The user must authenticate against the Daimler PKI via UI. The ZenZefi UI can be started by a Standard Internet browser (Internet Explorer 11 is the only supported browser). To start the ZenZefi UI navigate to https://localhost:61000/zenzefi/ui/index.html.

2.2   The ZenZefi REST API

The ZenZefi REST API is the normal communication channel for external applications such as XENTRY, MONACO, ... to interact with ZenZefi. Most actions the user can perform via the UI can also be done via the REST API, except the authentication against the Daimler PKI or the manual selection of certificates for test purposes. All functions which are available through the REST API are made available through the so called "Swagger". The swagger interface enables a user to enter individual parameters and to communicate remotely with ZenZefi. The swagger interface can be accessed via the browser by navigating to https://localhost:61000/swagger-ui.html.

The ZenZefi Public API contains all relevant REST API functions.

2.3   The ZenZefi CLI

The CLI is a simple interface to access ZenZefi via a Command Line Interface. Almost all functions which can be accessed via the REST API are available via CLI. However it is also not possible to authenticate a user against the Daimler PKI via the CLI ("login" command does not exist).

To start the CLI open a Windows command shell and navigate to the location where ZenZefi is installed.

3.   Information about user data

After a user login to the Daimler-Backend via ZenZefi the name of the user and the userid are stored AES-encrypted in ZenZefi.

The users DCS-certificates and the according private keys will also be stored encrypted into the users ZenZefi database. For local logging purposes (ony on the user pc) the userid of the user will be used. Each user-interaction like login/logout/… and also each user-specific certificate-operation like get DiagnosticCertificate/calculate signature/… will be logged for locally for support purposes.

Attachment 2 to the GTCs for ZenZefi Software

System Requirements
This description and other terms and conditions for the ZenZefi software can be found under the MBUSI Section of the Supplier Portal located at https://supplier.daimler.com or other locations MBUSI may designate.

1.   **Hardware**

100 MB free disk space for program installation
300 MB for log files
200 MB for Database files
400 MB free RAM for execution

2.   **Operating System**

Windows 7 or Windows 10 (32 bit or 64 bit)
Debian Linux 8 ("Jessie"), 64 bit AMD64
Write access to the user home directory (to create the database)
Write access to the ZenZefi-installation directory (to write log-files, directory can be configured)
Local free port 61000 (can be changed/configured on request)

3.   **Installed Software**

ZenZefi requires the following software to be installed (32bit or 64bit)

Oracle Java 1.8 (http://www.oracle.com/technetwork/java/javase/downloads/index.html) **or alternatively** Open JDK 8 (http://openjdk.java.net/)

Oracle Java Cryptography Extension (JCE) Unlimited Strength (http://www.oracle.com/technetwork/java/javase/downloads/jce8-download-2133166.html)

NET4.0

Notice:
Java Runtime Environment Version 9 is not supported.

4.   **Valid time of Operating System**

ZenZefi needs a valid system time of the operational system, which is used by the client, to automatically update and delete certificates within the user store.

A wrong system time could cause problems for the automated certificate management of ZenZefi.

5.   **Browser to Display the ZenZefi UI**

The MS Internet Explorer Version 11 is the recommended browser to Display the ZenZefi UI. ZenZefi may run on other browsers but this is not supported.

6.   **Firewall Settings**

With the online Version of ZenZefi access to port 443 must be allowed as ZenZefi uses https to communicate with the PKI.