

General Business Terms and Conditions for the RSP-CONNECT telematics system (Status 12/2025)

§ 1 General information – scope and contractual partner

- (1) These General Business Terms and Conditions apply to the use of the RSP CONNECT telematics service (hereinafter also referred to as the service or services). The provider of the services is RSP GmbH und Co.KG, Zum Silberstollen 10, 07318 Saalfeld/Saale, Germany (hereinafter referred to as "RSP" or "us", "our"). These General Business Terms and Conditions govern the rights and obligations of RSP and the user (hereinafter referred to as "Customer") when placing an order and using the services.
- (2) The Customer assures that they are the owner of the vehicle specified in the contract or have been authorised by the owner to use the vehicle.
- (3) The legal relationships between the Customer and RSP is governed by these General Business Terms and Conditions. Any deviating terms and conditions of the Customer shall not be deemed a content of the contract, even if these are not objected to once again by RSP.

§ 2 Object of the services and conclusion of the contract

- (1) RSP equips the vehicles ex-works with a mobile communications module (internet connectivity) and a telemetry module (GPS receiver, CAN bus-supported function control and operating data acquisition) (together known as the telemetry unit).
- (2) Every RSP product equipped with a telemetry unit (in particular suction excavator superstructures) sends data collected via the mobile communications module relating to service, product configuration and product condition to RSP. This enables centralised evaluation of the collected data, including operating and location data (together also referred to as machine data), function control, and remote diagnosis and maintenance, in particular of the superstructures, if requested by the Customer. These functions (geolocation of the Customer's vehicles, evaluation of operating data, activation/deactivation of vehicle functions) for vehicle and fleet management are provided to the Customer by us via our web application (also B2B portal). To do this, the individual vehicles send the necessary machine data to us. The machine data enables the service to be provided. In order to use these functions, the Customer must initially agree to these General Business Terms and Conditions for the RSP-CONNECT telematics system in the B2B portal.
- (3) A prerequisite for using the service is the registration of a Customer account in the B2B portal and the connection of the telemetry unit to our service. The contractual object of the service is the reading of machine data, its transmission for processing, the processing, display in the B2B portal and storage of the machine data, as well as the granting of access to the machine data. In addition, the Customer is enabled to create and manage additional users of their customer account.

§ 3 Details upon conclusion of the contract / registration

The Customer assures that, in connection with the conclusion of the contract / the registration, it has provided correct and complete details about itself and is not a consumer. The Customer must inform RSP without delay of

any changes to its name, its corporate name and its domicile and registered seat.

§ 4 Technical requirements

If the service enables the Customer to view machine data or user data assigned to it, the Customer must obtain a suitable end device and an internet connection with sufficient bandwidth at their own expense. The minimum technical requirements specified by RSP in the product description must be observed.

§ 5 Contractual term

- (1) The contractual relationship shall be concluded and begin with the activation of the Service by the Customer in the B2B portal of RSP.
- (2) The contract shall end with the agreed term, which shall be oriented to the special provisions for the respective Service. The contract shall end automatically after expiry of this term without this requiring a termination. During this period of time, ordinary termination is excluded. After expiry of the term the Customer can order an extension of the Service at the then applicable conditions.
- (3) The right to an extraordinary termination for good cause by the Customer or RSP shall in any case remain unaffected. It shall be deemed good cause that entitles RSP to extraordinary termination in particular if:
 - a. Despite a warning, the Customer repeatedly and culpably breaches essential contractual obligations;
 - b. despite a warning by RSP, the quality or function of the service is impaired through a repeated culpable act or omission of the Customer;
 - c. in the opinion of RSP, there is a high degree of probability that the Customer provided false details when applying for the service.
- (4) Notification of termination must be made in writing.

§ 6 Data protection agreements

- (1) The service may be based on the processing of personal data, for example if customers manage RSP products, which are managed by persons who can be identified through them. The terms "personal data" and "controller" have the meaning allocated to them in the GDPR in these General Business Terms and Conditions for the RSP-CONNECT telematics system.
- (2) For the duration of the contract, RSP provides the Customer with certain vehicle and fleet management functions in the B2B portal, including the geolocation of vehicles assigned to them, the evaluation of certain machine data, the control of certain functions, remote diagnosis and remote maintenance, and user management, in each case pursuant to the configuration specified by the Customer. The data processing necessary to provision of these functions shall be carried out by RSP as the processor of the Customer within the meaning of Art. 28 GDPR. The Customer shall be deemed as the controller within the meaning of Art. 4 No. 7 GDPR for these processing activities.
- (3) **Data processing agreement pursuant to Art. 28 Para. 3 S. 1 GDPR for customers with registered seat within the EEA**

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Insofar as RSP is a processor or sub-processor of the personal data of the Customer, and both parties as well as the processed data are subject to the GDPR, the Customer and RSP agree that the *standard contractual clauses between controllers and processors in the EU/EEA, as adopted by the EU Commission in Implementing Decision (EU) 2021/915 of 4 July 2021 and published here between controllers and processors in the EU/EEA pursuant to Art. 28 Para. 7 GDPR* (hereinafter referred to as "Standard Contractual Clauses") for the duration of the contract by reference in the contract and are an integral part of the contract as follows:

- a. This data processing agreement (hereinafter also referred to as DPA) based on the standard contractual clauses of the RSP for the Customer is an integral part of the contract and shall enter into force upon commencement of the contract. In the event of a conflict between the provisions of the contract and the DPA or contradictory information in the contract and the DPA, the provisions of the DPA shall take precedence over the provisions of the contract with regard to the respective conflict or contradiction.
- b. With regard to the standard contractual clauses, RSP and the Customer agree that the following provisions shall apply:
 - i. for the purposes of Clause 1a), Clause 8c) 4), Clause 9.1 b) and Clause 9.2, OPTION 1 shall apply in each case: The Standard Contractual Clauses are intended to ensure compliance with Regulation (EU) 2016/679;
 - ii. for the purposes of Clause 7.7 (Use of Sub-processors), OPTION 2 shall apply: GENERAL WRITTEN AUTHORISATION. The processor has the general authorisation of the controller to engage sub-processors listed in an agreed list (see lit. i below). The processor shall notify the controller at least thirty (30) business days in advance by email of any intended changes to this list regarding the addition or replacement of sub-processors;
- c. Annexes I-IV of the Standard Contractual Clauses shall be deemed to be supplemented by the following information and references.
- d. Name of controller:

The corporate name of the Customer as specified in the order;

Address:

The address of the Customer, as specified in the order;

Name, position and contact details of the contact person:

The contact details, as specified in the order;
- e. name of processor:

RSP GmbH & Co. KG

Address:

Zum Silberstollen 10, 07318 Saalfeld/Saale
Germany;

Name, function and contact details of the contact person:

The contact details of the RSP employee, as disclosed to the customer in the order confirmation;

f. type of processing:

As a processor, RSP provides the Customer with the Telematics Service as the controller (SaaS) and provides the following in this regard. Support;

subject matter and purpose of the processing, person concerned, categories of personal data:

collection, recording, organisation, structuring, storage, retrieval, consultation, provision, restriction, erasure or destruction of personal data in the context of the provision, maintenance, servicing and support of the Telematics Service;

person concerned:

machine operators and users of the service designated by the Customer;

categories of personal data concerned:

Company data: e.g. company name, location, contact details for notifications, organisational unit,

vehicle or machine data: e.g. make, model or type, registration number, oil pressure, fuel level, battery level, operating hours, max. speed, diagnostic messages, threshold violations of the subscribed safety level, maintenance requirements, next maintenance, GPS-based working time data: e.g. parking, transport, working and idle times and, if applicable, mapped route or location data for each vehicle or machine

User profile data: e.g. user name, first name, last name and email address and assigned role, as well as password hash, login times and source IP address, selected time zone, language

Telemetry unit data: e.g. serial number, eSIM number, assigned machine, signal strength and status data of the telemetry unit, configuration or modes

g. Duration of processing:

The duration of processing corresponds to the term of the contract (§ 5);

h. technical and organisational measures taken by the processor, including to ensure data security:

RSP makes the current and previous versions available here: www.connect.rsp-germany.com/TOM

i. List of sub-processors:

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Proemion GmbH, Donaustrasse 14, 36043 Fulda, software manufacturer of the telematics service and provider of SaaS, place of performance is the EU;

Batix Software GmbH, Saalstraße 16, 07318 Saalfeld, IT service provider for hosting the website; place of performance is the EU;

(4) **Data protection agreement pursuant to Art. 26 GDPR for customers based within the EEA**

In addition, the Customer and RSP process the machine data as joint controllers for the duration of the contract in order to derive machine-specific service intervals, which, for example, Invitations to service inspections by authorised specialist workshops (individual customer service) or make claims for rectification of defects objectively verifiable.

(5) By accepting these General Business Terms and Conditions for the RSP-CONNECT telematics system, either expressly or implicitly through activation, access, or other use of the service, you as the Customer acknowledge and agree that, insofar as the persons concerned by the service are located in the European Economic Area, the following additional provisions are agreed upon:

- a. This data protection agreement pursuant to Art. 26 GDPR regulates the rights and obligations of the Customer and RSP (together also referred to as "Parties") in the joint processing of users' personal machine data for the purposes specified in § 6 (4). This agreement shall apply from the date of acceptance of these General Business Terms and Conditions for the RSP-CONNECT telematics system and shall apply to all activities in which employees of the Parties or persons commissioned by them process personal machine data for the purposes specified in § 6 (4) as joint controllers.
- b. As the provider of the service, RSP shall fulfil all obligations under Art. 25, Art. 24 Para. 1, in conjunction with Art. 32 to 34 GDPR and Art. 28 GDPR and shall establish an appropriate level of security, in particular in connection with Art. 5 Para. 1, Para. 2 GDPR, insofar as these are not the responsibility of the Customer. Overall, the measures to be taken are data security measures and measures to ensure a level of protection appropriate to the risk with regard to the confidentiality, integrity, availability and resilience of the systems.
- c. RSP is free to engage processors or sub-processors at its own discretion. RSP is responsible for verifying suitability and compliance with the requirements of Art. 28 GDPR. RSP shall inform the customer in good time of any transfer of data processing to third countries.
- d. The legal basis for the processing of machine data for the purposes specified in § 6 Para. 4 is the legitimate interest of the Customer and RSP in data-driven improvements to telematics and customer service, as well as the most objective possible verifiability of claims for the rectification of defects.
- e. The Parties agree to take all necessary technical and organisational measures to ensure that the rights of the person concerned, in particular under Articles 12 to 22 GDPR, can be

and are guaranteed at all times within the statutory deadlines.

- f. The Parties undertake to provide the person concerned with the information required under Articles 13, 14 and 26 Para. 2 GDPR in understandable language and in a transparent, easily accessible form free of charge. The Parties agree that the information on the processing of personal data must be provided. The Parties agree that the Customer shall provide the necessary information according to Sentence 1.
 - g. Person concerned may assert their rights under Art. 7 Para. 3 and Articles 15 to 22 GDPR against all contractual parties. The Parties agree that requests according to Sentence 1 shall be forwarded to the customer without delay and processed there. The Parties shall provide each other with the necessary information and contact persons from their respective areas of responsibility as required. Any change of contact person must be communicated to the other party without delay.
 - h. If personal data is to be deleted, the Parties shall inform each other in advance. Each Party may object to the deletion if this is contrary to a statutory retention obligation or other statutory provision.
 - i. All Parties are responsible for the reporting and notification obligations resulting from Articles 33 and 34 GDPR vis-à-vis the supervisory authority responsible for them and the persons concerned by a breach of personal data protection for their respective areas of responsibility. The Parties shall inform each other without delay of any reports of personal data breaches to the supervisory authority responsible for them or of any other enquiries from the supervisory authority regarding jointly processed personal machine data.
 - j. The customer agrees to make all reasonable efforts in a timely manner to cooperate with RSP in responding to any such supervisory authority enquiries. The customer is not authorised to act or respond on behalf of RSP.
 - k. The customer undertakes to arrange for the erasure of their account on the B2B portal and the data stored therein before selling their vehicle equipped with an RSP telemetry unit. To this end, they shall send RSP a corresponding erasure request in good time. RSP will then delete or anonymise the customer's personal machine data assigned to the customer.
- (6) The customer has the option of having the SIM card used in the vehicle or communication module deactivated by their service partner at any time. However, the customer will then no longer be able to use any services that require an activated SIM card.

§ 7 Use of data from networked products and connected services for RSP purposes pursuant to the EU Data Regulation

- (1) The telemetry unit is considered a networked product pursuant to the EU Data Regulation. For the product data retrieved via this unit and the connected service data generated in the B2B portal, RSP is considered the data owner and is subject to certain obligations. The customer is referred to as the user in the EU Data

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Regulation and has certain rights.

- (2) The Parties agree that RSP, as the data owner, may use the non-personal product data and connected service data for the following purposes and may pass it on to group companies affiliated with RSP
- a. to fulfil a contract with the user or activities in connection with such a contract (e.g. issuing invoices, preparing and providing reports or analyses, financial forecasts, impact assessments, calculating personnel benefits);
 - a. to provide support, warranty, guarantee or similar services or to assess claims made by the user, the data owner or third parties (e.g. in relation to product malfunctions) in relation to the product or the associated service;
 - b. to monitor and maintain the operation and security of the product or related service;
 - c. to improve the functioning of the product or related service offered by the data owner;
 - d. to develop new products or related services, including artificial intelligence (AI) solutions, by the data owner, by third parties acting on behalf of the data owner (i.e. where the data owner decides what tasks are assigned to these parties and what benefits are derived therefrom), in collaboration with other parties or through special purpose entities (e.g. joint ventures);
 - e. to aggregate this data with other data or create derivative data for any lawful purpose, including with the aim of selling or otherwise making such aggregated or derivative data available to third parties, provided that the personal identifiability of this data is excluded.
- (3) RSP may disclose this data as data controller to third parties if it is used by the third party solely to support RSP in achieving the above purposes and RSP has contractually obliged the third party to restrict the use of the data.
- (4) RSP undertakes not to use the data to gain insights into the user's economic situation, assets and production methods or in any other way about the user's use of the RSP product or related services that undermine the user's economic position in the markets in which the user operates.
- (5) RSP undertakes to take appropriate organisational and technical measures to ensure that no third party outside its organisation uses the data in such a manner.
- (6) The user hereby grants RSP, as the data controller, an irrevocable licence to use and disclose the data pursuant to Paragraphs 2-4.
- (7) RSP may also use, disclose to third parties or otherwise process personal data if there is a legal basis for doing so. In particular, personal product and related service data will be pseudonymised or anonymised where possible in order to pursue legitimate interests,
- a. develop or improve its own products and services,
 - b. comply with its product monitoring and traffic safety obligations,

- c. perform statistical analyses of usage regions, and plan and expand its service partner network on an aggregated basis.

The customer may object to this processing, for example by deactivating the telemetry unit. RSP will assist the customer with deactivation upon request.

§ 8 Provision of product data and related service data to users or data recipients designated by them pursuant to the EU Data Regulation

- (1) Data owners must, upon request, provide the user with readily available data free of charge, in at least the same quality as it is available to the data owner, and in any case in a comprehensive, structured, commonly used and machine-readable format, together with the relevant metadata necessary for the interpretation and use of this data. RSP provides information on the type, estimated scope and frequency of the collection of product data and associated service data in the mandatory information at connect.rsp-germany.com.
- (2) To the extent that the user cannot directly access the data of the product or the associated service pursuant to Art. 3 Para. 1 of the EU Data Regulation, they have the right to obtain this access free of charge from the RSP as the data owner upon simple request via the B2B portal or another method communicated by the data owner based on Art. 4 of the EU Data Regulation.

Corresponding requests can be sent to rsp-connect@rsp-germany.com.

- (3) At the request of the user, the data will also be made available to a data recipient by the RSP (the data recipient may be required to pay for such provision by the RSP). If the user makes such a request, the data controller shall agree with the data recipient on the modalities for the provision of the data on fair, reasonable and non-discriminatory terms and in a transparent manner pursuant to Chapters III and IV of the EU Data Regulation.
- (4) The user acknowledges that a request pursuant to Para. 4 cannot be made in favour of a third party who is considered a gatekeeper pursuant to Article 3 of Regulation (EU) 2022/1925 and cannot be made in connection with the audit of new networked products, substances or processes that are not yet on the market.
- (5) Data subjects and users may use the services of a third party (including a third party providing data intermediation services within the meaning of Article 2 of Regulation (EU) 2022/868) to enable the exercise of the user's rights under Para. 1. This third party shall not be considered a data recipient within the meaning of the EU Data Regulation unless it processes the data for its own business purposes. The Party requesting the use of such a third party must inform the other party in advance.
- (6) If the data to be provided to a data recipient at the user's request is considered personal data, there must be a valid legal basis for the provision of personal data pursuant to Art. 6 GDPR and the conditions set out in the information obligations of Art. 13-14 GDPR must be met. The provision of personal data is carried out by RSP as the data processor of the customer pursuant to the data processing agreement § 6 (3). The user alone remains solely responsible for the legality of the provision under data protection law.

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- (7) The same applies if a user transfers the right to use the product and/or the associated service to another party ("additional user") while retaining their position as a user, for example in the case of a rental. In this case, the Additional User must enter into a contract with the initial user which sufficiently reflects the provisions set out in these General Business Terms and Conditions, in particular in § 7 - § 9. The initial user is also the first point of contact for the additional user if the latter asserts its access rights under the EU Data Protection Regulation. The RSP is to be informed without delay of these access requests by the initial user. The Parties shall cooperate in processing these access requests.
- (8) If the user culpably breaches their obligations and this breach leads to the unlawful use and disclosure of product or related service data by the data owner, the user shall indemnify and hold harmless the data owner and defend them against all claims (for damages, injunctions, etc.) made by the subsequent or additional user against the data owner that arise directly from such a breach. The indemnification obligation shall only apply to the extent that the user is responsible for the infringement (i.e. in the case of intent or negligence).
- (9) RSP may refuse and/or suspend the provision of data if it considers that an instruction violates the GDPR or other data protection regulations of the Union or the Member States.
- (10) Notwithstanding any changes pursuant to § 16 of the General Business Terms and Conditions for the RSP-CONNECT telematics system, RSP, as the data owner, may unilaterally change the specifications of the product data or associated service data or the access regulations in good faith if this is objectively justified – e.g. a technical change due to a security vulnerability in the infrastructure or other legitimate reasons. In this case, the user will be informed of the change without delay.

§ 9 Permissible use and disclosure of product data or related service data by the user

- (1) The user may use the data provided by the data owner for any lawful purpose at the latter's request and/or freely disclose the data subject to the restrictions listed below.
- (2) The user undertakes to refrain from the following:
 - a. using the data to develop a product that competes with RSP's networked product, or disclosing the data to third parties with this intention;
 - b. using this data to derive insights into RSP's economic situation, assets and production methods.
- (3) The rights and obligations under § 7-8 shall no longer apply:
 - a. if the product or the connected service is no longer capable of generating the data; or
 - b. if the user transfers ownership of the product or if the user's rights in relation to the product under a rental, leasing or similar contract or the user's rights in relation to the connected service terminate; or
 - c. if both Parties agree to this.

§ 10 Responsibility for unauthorised access and inviting additional users

- (1) To access the data via the B2B portal, the customer requires the user ID selected when first applying for the service. The customer must protect their user ID against unauthorised use by third parties. If the customer makes their user ID available to third parties, the behaviour of the third parties will be attributed to them as their own behaviour.
- (2) If the customer suspects that third parties are using their access without authorisation, they must notify RSP without delay. Responsibility for unauthorised access shall only be waived if the customer can prove that they are not responsible for the unauthorised access.
- (3) Insofar as the customer makes use of the option in the access rights management of the service to invite other users to access their data and assigns them the role of admin or user, the customer will be held responsible for the actions of these users and all other users whose rights are indirectly attributable to the customer as if they were their own actions. If the invited users or other users whose rights are indirectly attributable to the customer register further products, these users shall act as representatives of the customer, insofar as the customer does not act as a processor for these other users.
- (4) RSP may not be aware of the legal and factual circumstances of third parties in relation to the product or the authorisation and assignment of user roles to them. RSP is not responsible for any resulting damage or other breaches of protective laws.

§ 11 Availability, data errors

- (1) RSP endeavours to ensure the permanent availability of its services.
- (2) The availability of the service may be temporarily restricted for technical reasons, e.g. due to necessary maintenance work. The customer will be informed of this in advance with a reasonable deadline. RSP shall endeavour to carry out maintenance work during periods of low usage (usually between 10 p.m. and 6 a.m. (UTC+1)).
- (3) RSP has no influence on the availability and performance of the mobile network and satellite communication service, which are prerequisites for the provision of the service.
- (4) RSP points out to customers that, for compelling technical reasons, it is not possible to use the service without disruption from every location. For example, interference may occur in deep valleys, when obstructed by buildings, bridges or mountains, or in the event of atmospheric interference (e.g. thunderstorms); short-term capacity bottlenecks may also occur due to peak loads on the service. RSP will endeavour to avoid such disruptions or to remedy these in a short-term manner if they occur. In addition, hardware disruptions may occur if other radio devices are located nearby.
- (5) The customer must check the recommendations and notifications resulting from the use of the service for accuracy, completeness and plausibility. RSP is to be informed without delay if errors or discrepancies occur.

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§ 12 Transfer of the contract or individual claims to third parties, in particular in the event of the sale of the vehicle

- (1) The customer may not transfer the rights and obligations arising from this contract to third parties without the explicit written consent of RSP.
- (2) The contract for the service is linked to the vehicle. In the event of sale or permanent transfer to a third party, the customer is obliged to contact an authorised service partner so that the latter can arrange for the termination of the product's service integration, ensuring that no further machine or location data is collected. In the event of sale, the customer may give an extraordinary notification of termination of the contractual relationship with a deadline of 4 weeks, whereby, however, there shall be no claim against RSP for compensation for the non-usability of the service during the residual term of the original fixed term.
- (3) RSP shall be entitled to transfer the contractual relationship or individual rights and obligations to an affiliated company in the meaning of Sections 15 et seqq. German Stock Corporation Act [Aktiengesetz – AktG]. In this case, the customer shall be entitled to an extraordinary right of termination, which must be exercised within one month of notification of the transfer.
- (4) RSP shall be entitled to use the assistance of third parties to provide the contractual object.

§ 13 Liability of RSP

- (1) RSP shall be liable to the customer according to the general statutory regulations, unless otherwise specified in the following provisions.
- (2) RSP shall be liable without limitation for intent and gross negligence; furthermore, RSP shall be liable without limitation in the event of injury to life, limb or health, as well as for claims arising from the Product Liability Act. The liability for guarantees assumed by RSP remains unaffected.
- (3) RSP shall only be liable for slight negligence if an obligation is breached whose fulfilment is essential for the proper execution of the contract and on whose compliance the customer may regularly rely (cardinal obligation). In this case, RSP's liability shall be limited to reasonably foreseeable damages and expenses typical for this type of contract. In the event of slight negligence, RSP shall also not be liable for indirect damage and consequential damage, in particular for damage caused by business interruptions and for loss of profit. Otherwise, liability for slight negligence is excluded altogether.
- (4) RSP's liability is excluded if delays in performance and/or failures to perform are caused by force majeure and/or unforeseeable circumstances for which RSP is not responsible. Such impairments include, in particular, pandemics, epidemics, official orders, strikes, lockouts and lawful internal industrial action. This also includes the complete or partial failure of the communication and network structures and gateways of other providers and operators required for the provision of our own services. RSP is authorised to postpone its performance obligations for the duration of the hindering event plus a reasonable start-up period. If the force majeure situation lasts longer than three months, each Party shall be entitled to terminate the contractual relationship.

§ 14 Changes to the service

RSP reserves the right to make reasonable changes to the service, provided that this maintains the contractually agreed scope of services, is necessary to improve the service and/or takes account of technical developments. RSP will inform the customer of this in good time.

§ 15 Applicable law, place of jurisdiction

- (1) All disputes arising in connection with this contractual relationship shall be governed exclusively by the laws of the Federal Republic of Germany, excluding international conflict of law rules (IPR) and international sales law (UN Sales Convention of 11 April 1980).
- (2) The exclusive place of jurisdiction for all disputes arising from the business relationship with merchants is the registered office of RSP. RSP is also authorised to bring legal action at the customer's place of jurisdiction.

§ 16 Language

RSP may make these General Business Terms and Conditions available in different languages. In the event of contradictions and discrepancies between the German version and a version in another language, the German version of these General Business Terms and Conditions shall be decisive.

§ 17 Amendments to these General Business Terms and Conditions

- (1) The customer agrees that its silence in response to an offer to amend the contract shall be deemed consent, subject to the conditions set out below.
- (2) RSP may only unilaterally amend and/or supplement the General Business Terms and Conditions with future effect for good cause. If the customer does not object to the proposed amendments within one month of notification, the silence of the customer shall, exceptionally, be deemed consent.
- (3) A valid reason exists if provisions of this contract are directly or indirectly affected by a change in the law (change in legislation, new regulations or case law) or technical innovations (e.g. new telematics procedures) or if a change in the law has subsequently resulted in a loophole in the contract.
- (4) RSP shall notify the customer of the proposed changes in writing, stating the date on which they will take effect. RSP shall send the customer the notification of change with a reasonable deadline, i.e. at least two months before the changes take effect. The notification of change shall also contain a comparison of the proposed and applicable provisions if the proposed change replaces a previously applicable provision. In its notification of changes, RSP shall inform the customer of the effect of their silence, the reason for the change and the consequences of an objection.
- (5) If the customer objects to the proposed change within the reasonable deadline, the customer may continue to use the service in accordance with the previous version of the General Business Terms and Conditions. In this case, RSP has the right to terminate for good cause within a deadline of 4 weeks after objection.

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§ 18 Severability clause

Should individual provisions of these General Business Terms and Conditions be or become invalid, or should a gap requiring completion arise, this shall not affect the validity of the remainder of this agreement. In place of the invalid provision or the gap requiring completion, RSP and the customer shall agree on a provision which, within the scope of the legal possibilities, comes closest to what RSP and the Customer intended or would have intended had they considered the point.