

System Connect App

End User License Agreement (EULA)

Version 2.0*

1. Scope and Licensor

1.1 The System Connect Service enables the connection of various components in the vehicles of Erwin Hymer Group SE (and associated brands and companies, in particular, Hymer, Bürstner, Carado, Compass, CROSSCAMP, Dethleffs, Elddis, Eriba, Etrusco, Laika, LMC, Niesmann + Bischoff, Sunlight, Buccanneer and Xplore) with the associated System Connect App (“System Connect Cloud”) and the associated app (“System Connect App”). The user can establish this connection by “pairing” if his vehicle is equipped with the “System Connect Unit” component, of which there are two types: System Control Unit (SCU) and System Information Unit (SIU). On this basis, System Connect Cloud and System Connect App, in turn, provide certain functionalities to the user.

1.2 The System Connect Service is composed of

- a) the functionalities of the respective System Connect Unit (either SCU or SIU), which provides the connection between the relevant vehicle components and the System Connect App or app after pairing (Clause 4 below),
- b) the associated System Connect App (hereinafter: “System Connect Cloud” or “Cloud Service” for short) and
- c) the software application or app (hereinafter “System Connect App” or “the app” for short).

1.3 The System Connect Unit is available in two different versions:

- a) As a System Control Unit (SCU), it enables the user to perform the functionalities associated with the System Connect Service in the vehicle.
- b) As a System Information Unit (SIU), it allows the user to retrieve various information from sensors in the vehicle that are connected to the System Connect Service; there is also the option to connect additional sensors (if available). The execution of functionalities in

* Earlier versions of this EULA are available at:

<https://www.erwinhymergroup.com/en/systemcontrol/legal/update>

the vehicle via the System Connect Service is only possible with the SCU and not with the SIU.

1.4 The app is the interface for controlling the functionalities provided by the System Connect Service. This End User License Agreement governs the use of the app only.

The use of the System Connect Service, including the associated System Connect App, requires the creation of a user account and a separate registration by the user on the basis of separate Terms of Use.

The exact designation of the app and the System Connect App depends on the brand or company of the respective vehicle (see Clause 14 below).

1.5 The provider and Licensor of the app is

Erwin Hymer Group SE
Holzstraße 19
D-88339 Bad Waldsee.

1.6 By this End User License Agreement (EULA), the Licensor, Erwin Hymer Group SE, grants you, the user, all rights for permitted use of the app.

THE SYSTEM CONNECT APP IS COPYRIGHT PROTECTED FOR ERWIN HYMER GROUP SE, HOLZSTRASSE 19 in D-88339 BAD WALDSEE. PERMISSIBLE USE IS ONLY POSSIBLE AFTER CONFIRMATION AND STRICT COMPLIANCE WITH THIS END USER LICENSE AGREEMENT (EULA). IF YOU DO NOT AGREE TO THIS END USER LICENSE AGREEMENT (EULA), YOU MAY NOT USE THE APP AND MUST DELETE IT FROM YOUR SMARTPHONE OR OTHER HARDWARE DEVICE.

1.7 Personal terms in masculine form refer to people of any gender.

2. Conclusion and termination of the contract

The System Connect App is offered by the Licensor in the app stores of the respective store operators so that the user can install the app on his smartphone or other hardware device. The contractual partner and Licensor for the use of this app is exclusively Erwin Hymer Group SE and not the operator of the respective app store.

The user enters into this End User License Agreement with the Licensor by confirming the following when opening the app for the first time:

I accept the End User License Agreement

This End User License Agreement will automatically terminate when the user has deleted the app from all hardware devices in the user's possession.

3. Rights of use

3.1 The Licensor hereby grants the user the non-exclusive, non-transferable and perpetual right to use the System Connect App to retrieve the System Connect Service as intended with respect to the vehicles connected for the user pursuant to Clause 4 (below) and with respect to the System Connect Cloud Service to the extent used by the user via the app. Furthermore, the user is entitled to use the app without a link to a vehicle, provided that appropriate functionalities are provided for this purpose.

3.2 The user is not entitled to any other, or further rights of use not granted by this End User License Agreement (EULA) and such rights are reserved to the Licensor.

In particular, it is prohibited to use the app for purposes that violate legal regulations or do not correspond to the intended use. It is further prohibited to modify the app's software, translate it into other forms of code, create derivative works from it, decompile it, disassemble it or otherwise derive the source code of the software. This does not affect the user's statutory right to take such measures to establish interoperability with other software, but only if the Licensor does not provide him with the necessary information on reasonable terms.

3.3 The use of the System Connect App for commercial purposes is only permitted for the purpose of making the System Connect Service accessible to other persons for the intended operation of a vehicle of Erwin Hymer Group SE (or the associated brands pursuant to Clause 1.1 above).

3.4 Unauthorized use of the app constitutes a violation of this End User License Agreement as well as copyright infringement. It may result in the blocking of the System Connect Service and the app for the user, as well as other civil and even criminal consequences.

4. System Connect App as the control interface of the System Connect Service.

4.1 Prerequisites for the full use of the System Connect Service by the user in connection with the SCU product are

- a) a vehicle with a connection ("Connectivity") for data exchange between SCU and the System Connect cloud server,
- b) a functioning hardware device compatible with the System Connect App, on which the System Connect App is downloaded and installed,
- c) the establishment of a Bluetooth connection by the user between the hardware device on which the app is installed and the SCU in the vehicle whose functionalities he wishes to control through the application in the near field,
- d) the establishment of an Internet connection by the user between the hardware device on which the app is installed and the System Connect Cloud, to control the functionalities in the vehicle remotely, and
- e) registration of the user for the System Connect Cloud Service, including authentication and vehicle linking of its user account in accordance with the separate System Connect Terms of Use.

4.2 Prerequisites for the full use of the System Connect Service by the user in connection with the SIU product are

- a) a functioning hardware device compatible with the System Connect App, on which the System Connect App is downloaded and installed,
- b) the establishment of a Bluetooth connection by the user between the hardware device on which the app is installed and the SIU in the vehicle whose information he wants to retrieve through the app from nearby,
- c) the establishment of an Internet connection by the user between the hardware device on which the app is installed and the System Connect Cloud, for the creation of the user account and the connection of various sensors to the System Connect Service, and

- d) registration of the user for the System Connect Cloud Service, including authentication and vehicle linking of its user account in accordance with the separate System Connect Terms of Use.

4.3 To establish the Bluetooth connection, the user's hardware device must be equipped with an activated Bluetooth interface and a current operating system that is supported by the respective operating system manufacturer at the time of use.

PLEASE NOTE:

The security of Bluetooth data transmission depends on the configuration of the Bluetooth interfaces. This configuration is decisive for the authenticity and integrity of the sending and receiving Bluetooth interfaces and the data transmitted with them. When using the app via Bluetooth, it is the user's responsibility to check whether a Bluetooth connection to the SCU or SIU exists before using the app and to ensure that the Bluetooth interface on the user's hardware device is configured in such a way that the authenticity and integrity of its Bluetooth interface and the data transmitted with it are guaranteed.

To use the System Connect Service, the additional registration for the System Connect Cloud is required. It is hereby expressly pointed out at this point that the services of the System Connect Cloud can also only be accessed to the extent that there is a sufficient Internet connection between the user's hardware device with the app and the System Connect Cloud. Through the System Connect Cloud, the functionalities of the System Connect Service can be used via the System Connect Cloud server; for certain SIU services, a Bluetooth connection is additionally required (see Clauses 4.1 and 4.2 above).

4.4 For SIU users, the following applies: The ability to retrieve sensor values via the app using the SIU in the System Connect App can be terminated by deleting the Bluetooth connection. The ability to retrieve all users of a particular vehicle can be canceled by issuing the "delete all Bluetooth connections" command. This applies if the vehicle is temporarily left to a third party (e.g. in the case of a loan or rental), as well as in the case of the return of a rented or loaned vehicle. In these cases, it is the responsibility of the vehicle owner to trigger the "delete all Bluetooth connections" command in their app; for the resale of a vehicle with an SIU, Clause 5.3 below applies.

5. Resale of the tethered vehicle

5.1 The use of the System Connect App is always related to the vehicle which the user has connected

to its hardware device in accordance with Clause 4 of this End User License Agreement.

5.2 In the event of a resale or other permanent transfer of the connected vehicle to a third party, this End User License Agreement shall not pass to the third party, but shall continue to exist with the user or shall only end when the user has deleted the System Connect App from all hardware devices in his possession.

The third party has the option of downloading the System Connect App itself to a hardware device used by it and establishing the connection of the vehicle to this. In the case of the SCU product, the prerequisite for this is the deletion of the previous user's connection to the respective vehicle, for which the Licensor can demand corresponding proof of ownership.

5.3 IMPORTANT:

If the user sells or otherwise permanently transfers to a third party a vehicle that it has connected to the System Connect Service in accordance with Clause 4 of this End User License Agreement or the System Connect Unit, he must

- a) inform the third party about the System Connect Service activated for the sold or permanently leased vehicle,
- b) delete or deactivate in the System Connect App and in the System Connect Cloud (user account) the activated services for the sold or permanently leased vehicle.

The owner and the keeper of a vehicle equipped with an SIU is obliged to trigger the "delete all Bluetooth connections" command in its app before selling or otherwise permanently transferring the vehicle with the SIU to third parties.

6. Use of location data

For the use of the System Connect App and the System Connect Cloud in conjunction with the SCU product, it may be necessary to process the location data of the hardware device and the SCU in the user's vehicle. The user is advised that the location data does not always convey the exact location of the tethered hardware devices and the tethered vehicle with the SCU. **Therefore, the System Connect Service may not be used for autonomous vehicle control and may not be used for emergency services.**

7. Use while driving

The purpose of the System Connect Service is to provide its functionalities while maintaining traffic safety. Therefore, the driver of a vehicle is prohibited from using the app and driving a vehicle at the same time unless he or she has ensured traffic safety during this time, for

example, by operating the smartphone via a hands-free system.

8. Updates) and modifications

8.1 The Licensor shall provide OTA updates for the app for a period of two years from the download, provided that the user uses an operating system together with a browser that is compatible with the respective current version of the System Connect Service and is supported by the respective manufacturer.

8.2 Outside of updates in accordance with Clause 8.2, the provider reserves the right to make changes to the app, i.e. to further develop the app at any time and to add, change or remove individual functions. The provider shall only make such changes if the user does not incur any additional costs as a result and there is a valid reason for doing so. The following circumstances may constitute such good cause: new technical environments, increased user numbers, and other significant operational reasons, as well as changes in regulatory requirements, changes in requirements to maintain security or scale, and database changes. The provider shall inform the user about upcoming changes in text form in advance and send this information via the user's account or the contact details provided there. Such changes are effective exclusively for the future. If the change affects the accessibility or usability of the System Connect Service not only insignificantly and the user is not offered to continue using the System Connect Service unchanged, then the user is entitled to terminate the User Agreement within a period of 30 days from receipt of the provider's information about the change.

9. Participation of the user

The user is obliged to use the app only in connection with an operating system and a browser that are compatible with the System Connect Service and supported by the respective manufacturer.

10. Deficiency management

The app is available free of charge. Therefore, no warranty is given for the app or for any other services provided by Erwin Hymer Group SE free of charge, except for the operability of the app. Any liability of Erwin Hymer Group SE due to intent remains unaffected.

11. Liability and limitation

11.1 Erwin Hymer Group SE shall only be liable for the free app in the event of a willful or grossly

negligent breach of duty. This shall also apply to damages arising from injury to life, limb or health and in the event of a breach of material contractual obligations. Liability for gross negligence is limited to the violation of essential contractual obligations, i.e., the provision of executable software and the use of the associated functionalities, as well as to the foreseeable damage typical for the contract.

11.2 The limitation period for claims for damages and reimbursement of expenses against Erwin Hymer Group SE due to defects, irrespective of the legal grounds, is one year from the download of the app by the user or the respective update (updates or upgrades) on the hardware device of the user.

The limitation periods under Clause 11.2 shall also apply to other claims for damages against Erwin Hymer Group SE, irrespective of their legal basis. They shall also apply insofar as the claims are not related to a defect.

The above limitation periods shall apply subject to the following proviso:

- a) The limitation periods do not apply in the case of intent.
- b) Furthermore, the limitation periods shall not apply if Erwin Hymer Group SE has fraudulently concealed the defect or has assumed a guarantee for the quality of the app. In such cases, the statutory time limits shall apply instead of the time limits specified in Clause 11.2.
- c) Furthermore, the limitation periods shall not apply to claims for damages in cases of injury to life, body or health or freedom, in the case of claims under the German Product Liability Act, in the case of a grossly negligent breach of duty or in the case of a culpable breach of essential contractual obligations (for the definition of essential contractual obligations, see Clause 11.1 above).

Unless expressly provided otherwise, the statutory provisions governing the commencement of the limitation period, expiry suspension, and suspension and recommencement of limitation periods shall remain unaffected.

A change of the burden of proof to the disadvantage of the user is not connected with the above regulations.

12. Recognition of the rights of third parties

The Licensor reserves the right to use third-party software for the app or to integrate it into the application, in particular, open source software. Acknowledgment, license terms and indemnification rules for this third party software are included in the app documentation, and

its use is subject to their respective terms.

13. Legal status

The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

14. Affiliated brands/companies, arbitration information and definitions

14.1 The System Connect Service is currently available for vehicles of the following brands or companies of Erwin Hymer Group SE, provided they are equipped with an SCU:

Brand / Company	Service System Connect	System Connect App	System Connect Cloud
Hymer	Hymer Connect	Hymer Connect App	Hymer Connect Cloud
Dethleffs	Dethleffs Connect	Dethleffs Connect App	Dethleffs Connect Cloud
Bürstner	My Bürstner	My Bürstner App	My Bürstner Cloud
Laika	MyLaika	MyLaika App	MyLaika Cloud

14.2 The OS platform can be accessed at the following link: <https://ec.europa.eu/consumers/odr>. The ODR platform serves as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online purchase contracts. The OS platform can be accessed at the following link: <https://ec.europa.eu/consumers/odr>.

The provider does not participate in any dispute resolution proceedings before a consumer arbitration board within the meaning of the Consumer Dispute Resolution Act or on the OS platform, and is not obliged to do so.

14.3 The following definitions apply to this End User License Agreement:

Operating system

An operating system is software that provides basic system functions for controlling hardware (for example, a smartphone) and manages hardware resources so that multiple application programs can run on the system without interference from each other.

Bluetooth

Bluetooth is a standard for data transmission between hardware devices over short distances

by radio.

Browser

A browser is software for displaying web pages on the Internet.

Cloud, Cloud Service

A System Connect App is a service that provides IT infrastructures or services via a computer network without having to install them on the local computer.

Hardware, hardware device

Hardware or hardware devices refer to a totality of the technical-physical parts of a data processing system, for example, a smartphone or a tablet.

Compatible, compatibility

Compatibility is the ability of digital content or digital services to function with hardware or software with which digital content or digital services of the same type are typically used without the need to convert the digital content or digital services.

Server

A server is a computer that provides certain computing, storage, or other resources for running computer programs. If necessary, the server's resources are retrieved from other computers.

Software, software application, app

Software within the meaning of this contract includes computer programs of any kind and data that can be used or stored on a computer.

A software application (= app) is software that provides the user with certain functionalities for a specific purpose.

Smartphone

Mobile hardware device set up for both telephony and other data applications (data acquisition, processing and communication).

System Connect Unit

The System Connect Unit is a collective term for various hardware devices with their own software that are installed in vehicles or otherwise connected to the vehicle for the purpose of networking between vehicle components, sensors and the System Connect App. There are two versions of the System Connect Unit: The System Control Unit (→ SCU) and the System Information Unit (→ SIU).

SCU

SCU (System Control Unit) is an intelligent hardware in the vehicle that can control and manage various components and offers a connection to the user via app via Bluetooth/Cloud.

SIU

SIU (System Information Unit) is a hardware device in the vehicle that reads various sensors there and displays the collected information via a connection to the user via app over Bluetooth.

Updates, OTA updates

Updates are updates of software. OTA (“Over the Air”) updates are those that are pushed to a hardware device through a wireless Internet connection.

Notice: Earlier versions of these System Connect Terms of Use are available at:

<https://www.erwinhymergroup.com/en/systemcontrol/legal/update>