

## Terms & Conditions for Kia | Pleos Fleet

(the “**Agreement**”)

This Agreement is entered into by and between Kia Connect GmbH, a company duly established under the laws of Germany, registered in the commercial register of the Local Court of Frankfurt am Main under HRB 112541 whose registered office is at Theodor-Heuss-Allee 11, 60486 Frankfurt am Main (“**KCE**”, “**we**”, “**us**”) and one or more business customers (each individually and collectively referred to as the “**Customer**”, “**you**”) being companies or other legal entities solely acting as a business capacity, as identified in Business Solutions portal.

KCE and the Customer, jointly as the “**Parties**” and individually as the “**Party**”.

The Parties agree as follows:

### 1. Definitions

**1.1** “*Business days*” means a day other than a Saturday, Sunday or public holiday in Germany when banks in Frankfurt am Main are open for business.

**1.2** “*Effective Date*” means the date the Customer makes use of the Services. “*End-customer*” means the users of the Services.

**1.3** “*GDPR*” refers to the General Data Protection Regulation of the European Union (EU/2026/679).

**1.4** “*Personal Data*” means any information relating to an identified or identifiable natural person (“data subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**1.5** “*Third Party*” means any entity or person other than KCE or the Customer.

### 2. Scope of services

KCE shall provide the Customer with access to and use of its fleet management system “Kia I Pleos Fleet”, designed to support the optimization, monitoring, and management of the Customer’s fleet operations through data-driven insights, real-time tracking, and configurable reporting tools, depending on the service package the Customer subscribed to (“**Service(s)**”).

You also have the possibility to purchase hardware from KCE (“**Goods**”), which will be provided by a third-party directly to you.

### **3. Updates and Patches**

We shall continuously improve our Services and may, from time to time, cause software updates to be automatically installed with or without prior notification to Customer or provide access to updates through our website. Customer consents to such automatic installations and agrees to use only the updated version once it has been installed.

### **4. Term and termination**

#### **4.1 Term**

The term of this contract begins with the provision of Services or the delivery of the Goods (whichever happens first) and continues for an indefinite time (the “**Term**”) unless either Party terminates the subscription. This Agreement may be terminated at any time by either party for any and no reason.

#### **4.2 General consequences of termination**

Upon the expiration or any earlier termination of this Agreement:

- (a) All rights and licenses granted by us will automatically terminate;
- (b) Customer will pay all amounts owing to us in respect of the supply of any Services up to the Effective Date of expiration or termination promptly, and no later than in accordance with the payment terms set forth in Section 8 of this Agreement.

### **5. Obligations of the Parties**

#### **5.1 Obligation of KCE**

KCE is obliged to perform the Services in accordance with this Agreement and all Annexes and in compliance with all applicable legal requirements.

KCE will provide the Customer with the Services described in Section 2 above, which may include, but are not limited to, system support, maintenance, technical repairs, training sessions, as well as data-related and telecommunication services. As part of this Agreement, KCE shall grant the Customer access to these Services, including the applicable service platform, Customer support channels, and the full range of Fleet Management functionalities. KCE shall also provide the necessary access permissions for the Customer's end-customers to use the relevant components of the Services.

KCE reserves the right to add, delete, modify, change, discontinue or limit the Services or the features, functionality, performance or other aspects of them from time to time as we determine in our sole discretion. We will use commercially reasonable efforts to advise you of any change of the Services or features, functionality, performance or other aspects of the Products via the agreed communication method.

## **5.2 *Obligation and Restrictions of the Customer***

5.2.1 It is the Customer's sole responsibility:

- (a) To comply with this Agreement and applicable laws;
- (b) To assess whether it can reasonably and legally make use of the Services and Goods provided by KCE in its place of business;
- (c) To organize and plan the implementation of the Services and Goods with due care and comply with any safety-related instructions, policies, procedures or programs communicated or made available to you by KCE and provide all information related thereto reasonably requested by KCE;
- (d) To make available all information and documents, required for the achievement of the objectives;
- (e) to keep all user identifications and passwords ("Login Credentials") secure and to promptly notify KCE in case Customer believes the security of Login Credentials has been compromised, or of unauthorized use. In this case we reserve the right to terminate or suspend Customer's access to the Service and contact Customer to advise of this decision.

- (f) All obligations to be provided by the Customer are a prerequisite for KCE to provide Services and Goods in accordance with the Agreement. If the Customer does not fulfill these obligations or does not fulfill them in a timely manner, any resulting increases in fees or postponements will be borne by the Customer.
- (g) Unless otherwise agreed with KCE on a case-by-case basis, Customer is solely responsible for all expenses incurred in connection with the performance of Customer's obligations hereunder.

5.2.2 The Customer shall not permit nor encourage any others to:

- (a) Communicate in any form: (i) any unauthorized contractual representations, warranties or similar commitments inconsistent with our documents, specifications, and/or standard warranty; (ii) any misrepresentation or misleading statement (including by omission);
- (b) Provide our Services where you know or should reasonably know that they may be used: (i) in situations where failure of same may result in a risk of property damage, death or personal injury; (ii) in situations which require fail-safe controls or fail-proof delivery or information, including without limitation any operations involving radioactive or hazardous materials; or (iii) with life support systems or munitions or weapons;
- (c) Except as expressly set out herein or with our prior written consent or stated by applicable law, modify, translate, reverse engineer, decompile, disassemble or create derivative works from the Services;
- (d) Use any equipment in connection with the wireless communications services utilized by the Services ("Wireless Services") other than equipment we provide and which is approved and certified by the carrier providing the Wireless Services.
- (e) Except as expressly set out herein or with our prior written consent, modify, monitor or interfere in any manner with the delivery of the Services which involve the transmission or receipt of data:
- (f) Do anything which will knowingly bring us or the Services into disrepute or that otherwise may harm or impair our goodwill, our reputation or that of the Services;
- (g) Change the documentation related to the Services.

## **6. License**

### **6.1 Customer**

Customer shall have the revokable and non-exclusive right to access and make use of the Services for the duration of the Initial Term and for the Renewal period, if applicable, within proper use, including but not limited to accessing and using the Service on the Customer's user device. The use of the Services is subject to payment, as detailed in Section 7 hereunder. This includes a limited, revocable, non-exclusive right to use any software, firmware and intellectual property (collectively, "**Software**") embodied in the Service solely for the Customer's own internal business purposes and solely in connection with Customer's use of compatible in-vehicle telematics devices, on the condition and so long as Customer complies with all terms and conditions of this Agreement. Except as otherwise provided herein, such rights are non-assignable, non-transferable and non-sublicensable. The Customer may not extract, copy or use the Software in connection with any other product or for use on any other device.

### **6.2** *Service provider*

KCE as the Service provider ("**Service provider**") is granted a non-exclusive license by the Customer to collect, use, and process the Customer's data solely for the purpose of providing the Services under this Agreement and under applicable law. Such processing shall be carried out in accordance with all applicable data protection laws and regulations, including but not limited to, the GDPR. Such vehicle data will also be used to maintain and improve our Services. In furtherance of such purposes, based on certain non-position data elements in Customer's vehicle database (such vehicle VIN), from time to time in certain jurisdictions we may query, on a confidential basis, databases maintained by reputable third party providers for additional information. We, or our Service provider, will comply, store and use aggregated data and system usage information to monitor and improve the Service and for the creation of new Services. The aggregated data that we use in this manner is no longer associated with a device and as such is not vehicle data. We will not attempt to disaggregate the data or re-associate it with a device without Customer's consent or unless legally compelled to do so or unless required for safety or troubleshooting purposes

### **6.3** *Third-Party with access to the Services*

The Customer shall, when granting access to the Services to Third Parties, such as its employees, make sure that such Third-Parties are bound to similar terms and conditions as set forth in this Agreement.

## **7. Availability and Customer Support**

## **7.1 Availability of Service**

KCE will put all reasonable efforts to ensure availability of the Services 24h and 7 days a week, excluding periods of scheduled maintenance, emergency maintenance (limited to urgent cases required to preserve security, system stability and data integrity) or causes resulting of force majeure (Section 16.1). KCE aims to provide continuous availability of the Services but does not guarantee uninterrupted or error-free performance.

Scheduled maintenance shall, where possible, be communicated to the Customer in advance.

## **7.2 Customer Support**

KCE shall provide Customer Support services that include second-level support to the User Service Desk for end-user inquiries, as well as direct support to the Customer for operational and technical matters.

Customer Support is available during business hours 08:00 am – 05:00 pm CET during Business Days via the communications channels provided. Support includes assistance with system access, configuration, performance issues, and error resolution related to the Fleet Management System.

## **8. Payment**

**8.1** In consideration for the performance of the Services, the Customer shall pay to KCE the charges set out in the order overview page.

**8.2** The payments will be due and payable in full to KCE.

**8.3** Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the KCE any sum due under the respective SoW on the due date, KCE may suspend part or all of the Services, after providing the Customer with a written notice and a thirty (30) calendar day remedy period commencing on the date of the notice, until the payment has been made in full.

**8.4** All payments due to KCE

- (a) Are exclusive of VAT or any other applicable sales tax, which will be paid by the Customer at the rate and in the manner for the time being prescribed by law;

- (b) will be paid in full without any set-off counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- (c) Are stipulated in EUR.

#### **8.5 Retention of Title**

- (a) The Goods shall remain our property until full payment.
  
- (b) You are entitled to resell the goods under retention of title. However, you may not pledge the reserved goods or assign them by way of security. In this case, you have already transferred all claims resulting from this resale to us in the amount of the invoice value, regardless if this resale takes place before or after a possible processing of the goods delivered under retention of title. We accept this assignment. Notwithstanding our authority to collect the claim ourselves, you remain entitled to collect the claim even after the transfer. In this context, we undertake not to collect the claim ourselves as long and if you are not in fault in payments, no filing for insolvency proceedings or other proceedings against your assets exists and if no cessation of payments is given. If the abovementioned securities exceed the claims to be secured by more than 10 %, we are obliged to release the securities on your request at our discretion.

### **9. Delivery Conditions for Goods**

We deliver the Goods pursuant to the agreements made within Europe. Arising shipping costs are listed in the product description and are billed separately. The risk of delivery is with the Customer.

### **10. Taxes**

**10.1** Each Party shall be liable and responsible for any taxes, duties, fees, exercises, or tariffs falling due in their respective jurisdictions.

**10.2** In addition, all licenses' fees and instalments stated under this Agreement and its SOWs do not include statutory value added tax. The license fee being subject to German VAT, the VAT will be stated separately. Customer shall make all payments to be made by it under this Agreement without any deduction or withholding for or on

account of any taxes whatsoever (“Tax Deduction”), unless a Tax Deduction is required by law.

**10.3** Customer shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify KCE accordingly.

**10.4** If a Tax Deduction is required by law to be made by Customer, the amount of a payment due from Customer shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required. If a Tax Deduction is required, Customer shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

**10.5** KCE shall reasonably co-operate in completing procedural formalities (e.g. providing a Certificate of Tax Residence validated by German Tax Authority) necessary for Customer to obtain authorization to make a payment to KCE without a Tax Deduction or the lowest tax rate as possible to according to Double Tax Treaty between the Customer’s country of business and Germany.

## **11. Data Protection**

Each Party shall, always, comply with its respective obligations under all applicable data protection regulations in relation to all Personal Data that is processed by it in the course of performing its obligations under this Agreement, including, without limitation, by maintaining a valid and up to date registration or notification under the data protection legislation. Should KCE be deemed as a processor under applicable data protection law, the Parties agree on the data processing agreement as attached in Annex 1 to the Business Solutions Terms of Use (<https://connect.kia.com/eu/business/legal/b2b-portal>). Personal and Non-Personal Data may be stored or transmitted through third party facilities, third party services or common carriers, including without limitation the internet, while using the Service. We maintain reasonable technical and organizational security and data storage policies and measures for facilities within our control.

## **12. Intellectual Property**

**12.1** Software and Services as well all trademarks, trade names, service marks, domain names, logos, and other branding or proprietary identifiers displayed on our website or used in connection with the Services are protected by copyright and other

intellectual property rights. Software and services are not sold but only licensed or made available on a limited basis. Notwithstanding anything to the contrary herein, and notwithstanding any reference to the sale of any product to Customer hereunder, except for the rights expressly granted to Customer under this Agreement, all right, title and interest (including all copyrights, trademarks, service marks, patents, inventions, trade secrets, intellectual property rights and other proprietary rights) in and to the Products and any copies thereof (regardless of the form or media upon which such copies are recorded) are and shall remain exclusively owned by us and our licensors. Customer shall not remove or attempt to remove any marks, labels and legends from Products and Services.

**12.2** Products may contain technological measures (including the ability to disable the Products) designed to prevent illegal usage of software or other violations of this Agreement or applicable law. You agree not to circumvent or attempt to circumvent such measures.

**12.3** Except as specified in this Agreement or as expressly authorized in writing between the Parties neither Party shall not and shall not allow any third parties to:

- (a) Modify, enhance, or create derivative works from the other Party's protected materials as named in subclause 12.1 or 12.2;
- (b) Rent, lease, sell, sublicense or otherwise transfer the other Party's protected materials as named in subclause 12.1 or 12.2 to Third Parties;
- (c) Make the other Party's protected materials as named in subclause 12.1 or 12.2 available in any form to any person other than the persons authorized to use the other Party's protected materials as named in subclause 12.1 or 12.2 in accordance with this Agreement; and
- (d) Merge all or any part of the other Party's protected materials as named in subclause 12.1 or 12.2 with any other material without the other Party's written permission.

**12.4** Each Party warrants to the other Party that it has full title or agreements to provide its protected materials as named in subsection 12.1 or 12.2 to the other Party for the duration of the Initial Subscription Term and for the Renewal Term, if applicable, and that it is authorized to enter into this Agreement and to provide the rights granted in this Agreement. Each Party's protected materials as named in subsection 12.1 or 12.2 do not and will not infringe the intellectual property rights of any person.

**12.5** If notified without undue delay of any claim or action brought against a Party alleging infringement by the other Party of any Third Party rights, the other Party will defend or cause to be defended such action at its expense and will pay any costs or damages awarded against the Party being claimed by a Third Party in such action, provided that the other Party is responsible for the infringement and shall have sole control of the defense and all negotiations for settlement. The Party being claimed by a Third Party will however provide the other Party with all relevant information and assistance to cooperate with the other Party in defending or settling the claim.

**12.6** The other Party shall have no liability for:

- (a) Any infringement arising from a Party's combination of the other Party's protected materials as named in subsection 12.1 or 12.2 with other materials, where no infringement would have occurred without such combination and provided that such combination is not permitted under this Agreement; or
- (b) A Party's modification of the other Party's protected materials as named in subsection 12.1 or 12.2 or any part of such unless the modification was made, instructed or approved by the other Party.

**12.7** In no circumstances shall KCE be liable for any costs or expenses incurred by the Customer without KCE's written authorization.

### **13. Data access under European Data Act**

Please view [Kia Connect Legal Documents | Kia Connect](#) (Sect. 12: Data access and use under European Data Act) for details on our usage of data under the European Data Act as well as your means to access this data.

### **14. Warranties**

**14.1** KCE warrants that for the term of the Agreement:

- (a) The Services will (i) be performed and provided in accordance with this Agreement and the Annexes and in compliance with all legal requirements applicable to the Services (ii) in all respect perform and function in accordance with the requirements agreed under this Agreement and the Annexes, (iii) be substantially free from defects that reduce or eliminate their suitability for use in accordance with this Agreement and the Annexes and (iv) The services shall be carried out

diligently and to a high standard, using reasonable skill and care, by individuals with the necessary expertise and experience;

(b) It possesses all licenses, approvals and consents from Third Parties as are necessary to enable it to perform the Services and shall comply with all conditions relating thereto;

(c) If at any time during the term of this Agreement the Customer believes there is a defect in the Services, the Customer shall notify KCE of such perceived defect.

(d) The warranty, described above, will however not apply for

- defects resulting from improper use and faulty implementation attributable to the Customer;
- defects created, introduced or caused by any party or person other than KCE or a party or person approved by KCE.

**14.2** In case of intervention by KCE to cure such defects, the Customer agrees to pay for KCE's Services, subject to a prior written agreement between the Parties.

**14.3** The Services may be interrupted or unavailable for the purposes of performing maintenance or upgrades only for the times agreed in writing between the Parties. Except for emergencies, these activities will be performed outside Business Hours, only.

**14.4** To the extent that KCE proves that Customer has wrongfully failed to provide such assistance or resources reasonably required by KCE for performing its obligations under this Agreement and as agreed between the Parties in writing and such failure prevents KCE from performing its obligations hereunder, KCE shall not be liable for such failure to perform its obligations hereunder solely to the extent that

(a) KCE has in a timely manner in advance notified the Customer of its failure to provide such assistance or resources reasonably required by KCE for performing its obligations under this Agreement;

(b) KCE has used commercially reasonable efforts to perform its obligations hereunder notwithstanding the Customer's failure to provide such assistance or resources reasonably required by KCE for performing its obligations under this Agreement; and

(c) Such failure by the Customer to provide such assistance or resources reasonably required by KCE for performing its obligations under this Agreement prevents KCE's compliance with the terms hereof notwithstanding KCE's compliance with the previous enumeration hereof.

(d) Contributory negligence on the part of KCE is considered.

**14.5** If the Goods delivered are defective, you are entitled, within the scope of statutory provisions, to demand supplementary performance in the form of removal of defects or delivery of a defect-free item. We are entitled to choose the form of supplementary performance. If the supplementary performance fails, you have the right to reduce the purchase price or to withdraw from the contract. Precondition for any warranty claim is that you fulfill all obligations to inspect and to reprimand owed pursuant to Sec. 377 German Trade Law (HGB).

**14.6** The limitation period of warranty claims for the Services and Goods delivered is twelve months from receipt of the goods, except in cases of claims for damages.

## **15. Indemnity & Limitation of Liability**

**15.1** The following regulations shall apply to the liability of the Parties as well as liability for the Parties' employees, assistants in performance, and vicarious agents, irrespective of reason.

**15.2** Each Party's liability for damages is limited as follows:

(a) In the case of a simple negligent breach of a Party's essential obligations (i.e. essential obligations for which a Party owes performance and which are significant for the attainment of the contractual objectives or with which a Party is obligated to comply and a breach of such compliance could endanger the attainment of the contractual objectives), the breaching Party's liability shall be limited to the amount paid by the Customer for the Services in the twelve (12) months preceding the event giving rise to the claim.

(b) None of the Parties shall be liable for a simple negligent breach of non-essential obligations.

**15.3** The previous liability exclusions, restrictions, and limitations shall not apply to claims based on the Product Liability Act as well as compensation for damage to life, body or health.

**15.4** Claims for damages against a Party shall be subject to a limitation period of one year, beginning with the start of the statutory period of limitations. The aforementioned shall not be applicable to claims based on the Product Liability Act as well as compensation for damages to life, body or health and to intentional or grossly negligent breach of duty.

## **16. Related 3<sup>rd</sup> Party provider terms**

Our related third party providers require us to obtain this Agreement to certain terms and conditions prescribed by them. The Wireless Provider Terms are set out at the following [link](#) and the Other Provider Terms (including cloud storage, mapping and posted road speed provider terms) are set out at the following [link](#). These third party terms are hereby incorporated by reference into and form part of this Agreement and contain license and use limitations; limitations of liability; disclaimers; choice of law, arbitration and forum selection clauses; and other important terms and conditions that affect your rights and obligations. By signifying your acceptance to this Agreement you are also signifying your confirmation to these third party terms.

## **17. General**

### **17.1** *Force Majeure*

We will be relieved of our obligations hereunder and will not be liable to you or to any third party if we are unable or fail to perform any of our obligations under this Agreement including any failure or inability to supply the Products as a result of any fire, explosion, war, riot, strike, walk-out, labour dispute, flood, shortage of water, power, labour, transportation facilities or necessary material or supplies, default or failure of telecommunication carriers, breakdown in or the loss of production or anticipated production from plant or equipment, act of God or public enemy, act of war or terrorism, any law, act or order of any court, board, government, or other authority, any public health emergencies of local or international concern, or any other emergency of a comparable nature, or any other cause (whether or not of the same character as the foregoing) beyond our reasonable control, for so long as such cause prevents us from so performing, provided however that you may terminate this Agreement if we are unable to perform our obligations for a period of thirty (30) days or more, upon written notice to us during the time we are prevented of so performing.

## **17.2**      *Waivers*

No waiver by any Party of any breach by the other of its covenants, obligations and agreements hereunder shall be a waiver of any subsequent breach of any other covenant, obligation or agreement, nor shall any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach

## **17.3**      *Independent contractors*

The relationship between the Parties is intended and is to be construed as of that independent contracting Parties only. Nothing contained herein will be deemed or construed by you or us, or by any third party, to create the relationship of partnership or joint venture or a relationship of principal and agent, employer-employee, primary-subordinate or franchisor-franchisee between you and us and no provision contained herein will be deemed to create any relationship between you and us other than the relationship of independent parties contracting for supply and resupply of the Services. Except as expressly set out in this Agreement, nothing in this Agreement whatsoever shall constitute either you or us as having the authority to bind the other in any manner whatsoever, and nothing whatsoever contained in this Agreement shall give or is intended to give any rights of any kind to any third party.

## **17.4**      *Assignment and Subcontracting*

Except where expressly regulated otherwise in the Agreement neither Party shall assign or transfer (any part of) its rights or obligations under this Agreement without the prior written consent of the other Party, which shall not unreasonable be withheld.

In the case KCE does consent to such delegation or subcontracting, you will be responsible and liable for all acts or omissions of those to whom you subcontract or delegate as if such acts or omissions were yours, including any breach of this Agreement. You must ensure that such subcontractor or delegates comply with the applicable provisions of this Agreement, including, without limitation, procuring insurance coverage. We may assign this Agreement or any rights or obligations hereunder in whole or in part to an affiliate, contractor or subcontractor or may outsource the performance of some or all our obligations to a third party without your prior written approval. KCE shall remain reliable for the performance of its subcontractors under this Agreement.

## **17.5**      *Survival clauses*

**17.1** The provisions of the following Sections will survive termination of this Agreement: Sections 11, 12, 14 and 16.7 (respectively "*Data Protection*", "*Intellectual Property*", "*Indemnity & Limitation of Liability*" and "*Applicable Law & Dispute Resolution*") but only for a period of three (3) years from the date this Agreement expires or is terminated.

**17.2** *Severability*

If any of these terms and conditions or any part of any term or condition is judged illegal, invalid, void or enforceable for any reason, the continuation in force of the remainder of these terms and conditions shall not be prejudiced. In this case, the Parties will use their best efforts to substitute new provisions of like economic intent and effect for the illegal, invalid, or enforceable provisions and the remainder of this Agreement shall remain binding upon the Parties.

**17.3** *Applicable Law & Dispute Resolution*

This Agreement will be governed by the laws of Germany and the rights and obligations of the Parties hereto will be construed in all respect in accordance with German law, with exclusion. The United Nations Convention on Contracts for the International Sale of Goods will not apply. The Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Frankfurt am Main, to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).