

Special Terms of Product DKV Analytics Premium

DKV EURO SERVICE GmbH + Co KG

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1. AREA OF APPLICATION

1.1 DKV Analytics Premium is a central data analysis platform for fleet managers, which enables customers to control and analyze fleet expenditure in connection with their use of certain DKV Mobility services. The functionalities of DKV Analytics Premium are described in the service description, which the customer can view [here](#).

1.2 These Special Terms of Product (“STP”) apply to the use of the DKV Cockpit Product **DKV Analytics Premium** in the version valid at the conclusion of the contract. In this respect, they supplement the Special Terms of Use DKV Cockpit Products (“STU”) as well as the other contractual conditions agreed upon between DKV and the customer for their contractual relationship. In the event of conflicts between the terms of the contract, the following order of precedence shall apply:

- These Special Terms of Product DKV Analytics Premium
- Special Terms of Use DKV Cockpit Products
- General Terms of Use DKV eServices
- General Terms and Conditions of DKV (“**DKV GTC**”)

(together the “**DKV Contractual Conditions**”)

2. CONDITIONS AND RESTRICTIONS OF USE

The use of DKV Analytics Premium requires that the customer has a contract with DKV for the delivery of products or the provision of services by means of a DKV Legitimation Object (LEO) as defined in the DKV GTC (e.g., a fuel card or a toll box) as well as a customer account for the use of DKV Cockpit (the DKV web portal).

3. DATA BASIS

For the automated generation of the contractual reports, analyses and notifications, in addition to the data provided by the customer, data provided by third parties is also used, such as transaction data. The scope and quality of the reports, analyses and

notifications therefore depends on the availability, completeness and accuracy of the customer data and the third-party data, the checking and securing of which DKV does not owe. In particular, transaction data from third parties may deviate from the final transaction and billing data. The reports, analyses and notifications created are for informational purposes only for the customer and, in particular, do not serve as a binding basis for invoicing for products and services purchased from DKV or for fulfilling regulatory reporting requirements.

4. GRANTING OF RIGHTS

DKV grants the customer the non-exclusive right, unlimited in time and territory, non-transferable to third parties and non-sublicensable to third parties, to use all reports, analyses, evaluations and similar documents created by DKV Analytics Premium internally for their own business operations, in particular to export, reproduce and edit them. Use of the Annual CO₂e Report is also subject to the restrictions set out in the respective report.

5. REMUNERATION

The prices apply in accordance with the DKV Analytics Premium price list upon conclusion of the contract, which can be viewed [here](#), unless otherwise agreed upon in individual cases. Payment is invoiced monthly, unless otherwise agreed upon in individual cases.

6. SERVICE LEVEL AGREEMENT

6.1 DKV provides DKV Analytics Premium with the service levels agreed to in **Appendix 1** to these STP (“**Service Level Agreement**” – “SLA”).

7. MISCELLANEOUS

7.1 These STP, written in the German language, also apply to contracts with customers whose place of business is outside of the Federal Republic of Germany. The translation into English or the respective local language made available to these customers is intended only to promote a better understanding. In the

event of a dispute over interpretation, only the German-language version shall apply.

7.2 The provisions of the DKV GTC on contract transfer, choice of law and place of jurisdiction also apply to this contract and to any disputes arising from it.

Appendix 1 to the Special Product Conditions DKV Analytics Premium

Service Level Agreement

This Service Level Agreement (“SLA”) applies to the DKV Cockpit Product **DKV Analytics Premium**. In the event of contradictions between this SLA and other DKV contractual conditions, this SLA shall take precedence.

1. DEFINITIONS

- a) “**Planned Downtime**” means the time, measured in minutes, within a calendar month during which the customer is unable to access DKV Analytics Premium due to planned system maintenance. DKV will use its best efforts to perform scheduled system maintenance on weekends. DKV will inform the customer with reasonable advance notice of planned maintenance work that is likely to result in DKV Analytics Premium being unavailable for at least 15 minutes. Planned downtime is limited to eight (8) hours per calendar month.
- b) The “**Monthly Total Time**” is the total time of the calendar month in minutes minus the Scheduled Downtime during that calendar month. For each short calendar month in which the customer has subscribed to DKV Analytics Premium, the System Availability is calculated on the basis of the total monthly time and not only on the basis of the part of the calendar month concerned, in which the customer has subscribed to DKV Analytics Premium.
- c) “**Unplanned Downtime**” means the time measured in minutes within a calendar month during which the customer cannot access DKV Analytics Premium minus the following periods (which do not count as unplanned downtime)
- Planned Downtime
 - Periods in which DKV Analytics Premium is unavailable due to unavailability for which DKV is not responsible in accordance with Section 11 STU DKV Cockpit Products.
- d) The “**System Availability**” is determined for each calendar month as follows:

$$\text{System Availability} = \frac{\text{Monthly Total Time} - \text{Unplanned Downtime}}{\text{Monthly Total Time}} \times 100$$

2. SYSTEM PERFORMANCE

- a) The agreed System Availability is 98 % per calendar month.
- b) The customer can report unplanned downtimes and other impairments to the use of DKV Analytics Premium at any time by e-mail or telephone via the DKV service hotline during the service hours of DKV Customer Service. Information on this is available [here](#) and in the service description. These reports will be processed during service hours.
- c) DKV monitors and measures System Availability on an ongoing basis. DKV provides the customer with a report on system availability upon request.

3. SUPPORT

DKV will also support the customer at its reasonable discretion with questions regarding the use of DKV Analytics Premium and any problems arising in this respect, even if these were not caused by a defect in DKV Analytics Premium. However, DKV reserves the right to charge the customer an additional fee for such support services above a certain scope. In this case, DKV will offer the customer these support services with a fee in writing and the customer is free to accept or reject this offer.