

# DTSA TELEMATICS DASHBOARD

A PERFORMANCE ANALYTICS TOOL

**NOW FREE**



## Unlock FREE Fleet Performance Insights

Access the information you need anytime, anywhere, and manage your fleet efficiently.

Exclusively developed for the South African market, the DTSA Telematics Dashboard puts the power of fleet management right at your fingertips. Staying on top of your fleet's performance is crucial for any transport operator, and now you can do it without any cost.

This innovative Dashboard offers a clear, concise view of your fleet's telematics data, focusing on operation-specific insights that help you boost efficiency like never before.

### Key Data Insight Features Include:

- Comprehensive overview of fleet health
- Detailed fuel consumption analysis
- Reports to analyze and manage driving styles
- Customised fleet targets tailored to your operation

Unlock the full potential of your fleet management with this game-changing tool — and best of all, it's now completely free. Let's get you started today!

## Mercedes-Benz

Trucks you can trust.



## TERMS AND CONDITIONS

### DTSA TELEMATICS DASHBOARD SERVICES (60 MONTHS)

Daimler Truck Southern Africa Ltd (Reg No. 2018/300147/06) hereinafter referred to as “DTSA”

The **Customer** hereby concludes a DTSA Telematics Dashboard service contract with **DTSA** comprising a range of telematics services for Mercedes-Benz commercial vehicles. The scope of the services offered is described in these **Terms and Conditions** which form an integral part of this agreement (“this **Agreement**”).

#### 1. DEFINITIONS

- 1.1. **Agreement** shall mean the contents of these terms and conditions read together with any annexures and schedules thereto, the DTSA Telematics Dashboard Contract and any other documentation by which the parties agree to be bound by.
- 1.2. **API** shall mean Application Programming Interface.
- 1.3. **Authorised Workshop** shall mean Workshops forming part of the DTSA approved dealer network assigned responsibility to support on Mercedes-Benz Trucks and DTSA Telematics Dashboard.  
**Commencement Date** shall mean the date on which the contract will come into effect, being the actual date of activation of the Services by DTSA on request of the Customer.
- 1.5. **Confidential Information** shall mean any information or data of any nature, tangible or intangible, oral or in writing and in any format or medium, which by its nature or content is identifiable as confidential and/or proprietary to a Party and/or any third party, or which is provided or disclosed in confidence by a Party (“Disclosing Party”); and which the Disclosing Party, or any person acting on its behalf, may disclose or provide to the other Party (“Receiving Party”) or which may come to the knowledge of the Receiving Party by whatsoever means, but specifically excluding information or data which (i) is lawfully in the public domain at the time of disclosure thereof; (ii) subsequently becomes lawfully part of the public domain by publication or otherwise; (iii) becomes available from a source other than one of the Parties which is lawfully entitled without any restriction on disclosure to disclose such Confidential Information; and (iv) is disclosed pursuant to a requirement or request by operation of law, regulation or court order, provided that in these circumstances, (a) the Receiving Party shall advise the Disclosing Party in writing prior to such disclosure to enable the Disclosing Party to take whatever steps it deems necessary to protect its interest in this regard; (b) the Receiving Party will disclose only that portion of the information which it is legally required to disclose; and (c) the Receiving Party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent possible in the circumstances. Any non-disclosure and confidentiality agreement signed between the Parties prior to entering into of these terms and conditions, shall not be negated by these terms and conditions and shall remain in force.
- 1.6. **Contract Period** shall mean a period between of 5 (five) years / 60 (sixty) months from the **Commencement Date**, unless terminated early in accordance with the terms of the Agreement.
- 1.7. **Customer** shall mean the company or individual who is the owner of the Vehicle or fleet of Vehicles that qualifies for DTSA Telematics Dashboard and has agreed to receive the services as stated in this Agreement. Details of the Customer is contained on the first page hereof.
- 1.8. **DTSA** shall mean Daimler Truck Southern Africa Limited, a company incorporated in terms of the Companies Act, No. 71 of 2008, as amended, with registration number 2018/300147/06 (“DTSA”), which shall include any and all DTSA Affiliate.
- 1.9. **Dashboard** shall mean DTSA Telematics Dashboard product.
- 1.10. **Dashboard Service Provider** shall mean the contracted party providing the dashboard platform and vehicle telematics analytics on the **DTSA Telematics Dashboard Product** owned wholly by DTSA.
- 1.11. **DTSA Affiliate** shall mean any person which directly or indirectly (whether through one or more intermediaries or otherwise) Controls, or is Controlled by, or is under common Control with, DTSA or its successors-in-title from time to time. For purposes of this agreement, “Control” means, in relation to an entity, the holding or beneficial ownership of at least 50% of the shares (or other like instruments) in its issued share capital (or like ownership structure); the right or ability to direct or otherwise control the majority of the votes attaching to its issued shares (or other like instruments); the right or ability to appoint or remove the majority of the board of directors (or such other body legally representing it); or the legal power to direct or cause the direction or general management of its affairs.
- 1.12. **DTSA Telematics Dashboard** shall mean web-based data analytics product sold by DTSA, that extracts data from Fleetboard servers, to support with fleet management and optimization.
- 1.13. **DTSA Telematics Dashboard Support** shall mean support pertaining specifically to the DTSA Telematics Dashboard System, which shall be provided, on request of the Customer, by DTSA Telematics Dashboard specialists within the DTSA approved dealer network, in conjunction with DTSA.
- 1.14. **Fleetboard** shall refer to the Mercedes-Benz Truck telematics system.
- 1.15. **Termination Form** shall mean the form used to terminate a vehicle from the DTSA Telematics Dashboard system, or the form to deactivate the customer’s DTSA Telematics Dashboard contract.
- 1.16. **Intellectual Property** shall mean all intellectual property relating to the business of DTSA, whether registered or not, including (without being limited to) all rights, title and interest in and to any goodwill, reputation, technology, trade secrets, business systems or methods, colour schemes, décor, logos, trade names and styles, designs, patents, copyrights or any other similar intellectual property whether in existence or will exist hereafter;
- 1.17. **System** shall mean DTSA Telematics Dashboard.
- 1.18. **Technical Support** shall mean support pertaining to the technical aspects of the Vehicle, which shall be provided, on request of the Customer, by technical specialists within the DTSA approved dealer network, in conjunction with DTSA.
- 1.19. **Vehicle** shall mean the selected Mercedes-Benz Truck that qualifies for DTSA Telematics Dashboard in line with the criteria as determined by DTSA, and which Vehicle forms part of the fleet of the Customer and is the subject of this Agreement.

## **2. TERM**

### **Contract Period:**

- 2.1 This Agreement commences on the Commencement Date and shall continue for a period of five (5) years / sixty (60) months unless terminated, subject to the terms and conditions contained herein.
- 2.2 The Customer is not locked into a five (5) year contract and can cancel this Agreement at any time. The Dashboard services are supplied free of charge for five (5) years.
- 2.3 Furtherance of Services
- 2.4.1 Should the Customer wish to continue using the Services after the termination of this Agreement, the Parties must complete a new Dashboard Contract which new agreement will govern the relationship between the Parties.

## **3. SERVICES**

The Dashboard uses the Fleetboard API to extract vehicle operational data from the Fleetboard servers in Germany. This data refers to operational information from the vehicles electronic control modules.

The Purpose of the Dashboard:

- 3.1 The purpose of this data extraction is to analyse and manipulate Fleetboard data into formats required by the customer to make the data more informative to use.
- 3.2 To analyse the data with the aim of alerting the customer to potential areas of improvement within the fleet which may lead to lower fuel consumption and maintenance costs.
- 3.3 To grade the driving styles of the drivers in more depth than what Fleetboard provides, to give the customer information that can be readily communicated to the drivers.
- 3.4 Monitoring vehicle utilisation with the aim of identifying causes of underutilisation, by tracking vehicle movements and identifying sources and places that are directly related to the underutilisation, be this queuing, workshop repairs & services, or parking vehicles for extended durations.
- 3.5 The services to be rendered to the Customer in terms of the Dashboard shall be limited to the following:
  - 3.5.1 Fleet Context
  - 3.5.2 Fuel Consumption
  - 3.5.3 Idling and PTO
  - 3.5.4 Fuel Tank Analysis
  - 3.5.5 Vehicle Utilisation
  - 3.5.6 Dealer Visits
  - 3.5.7 Driving Economy
  - 3.5.8 Self Service Reports
- 3.6. The Customer shall, in addition to and in respect of the Dashboard Services:
  - 3.6.1 Be granted access to the DTSA Telematics Dashboard;
  - 3.6.2 Receive training on the use and operation of the Dashboard within 30 (thirty) days of the Commencement Date or as may otherwise be arranged between the Parties by agreement;
  - 3.6.3 Be entitled to receive training and support, in respect of the Dashboard, for the duration of this agreement;
  - 3.6.4 DTSA reserves the right to cancel, terminate, amend, or alter the services as set out in these Terms and Conditions, at their sole discretion and at any time without notice to the Customer and shall be absolved from any liability whatsoever which may arise subsequent to such cancellation, termination or alteration.

## **4. ACTIVATION AND DEACTIVATIONS OF VEHICLES**

- 4.1. Subject to the relevant provisions contained herein, this Agreement shall be applicable only to selected Vehicles activated on the Fleetboard System from time to time on request of the Customer, or by their authorized dealer.
- 4.2. Vehicles activated on Fleetboard are automatically activated on the Dashboard, unless otherwise requested by the Customer or authorised dealer.
- 4.3. The Customer shall be entitled at any time, to request that any Vehicle be deactivated on the Dashboard, using Annexure B DTSA Telematics Dashboard Vehicle Deactivation form, to DTSA using the following email address:  
fleetboard.southafricacontracts@daimlertruck.com
- 4.4. It shall be the Customers obligation to request deactivation of active Dashboard vehicles in the event of sale, return, destruction, write-off or other disposal thereof.

## **5. TERMINATION OF AGREEMENT**

- 5.1. This Agreement terminates automatically after the lapse of the Contract Period. Subject to such other rights of termination or remedies conferred on either of the Parties elsewhere herein, DTSA may terminate this Agreement upon giving two (2) months' notice thereof to the Customer.
- 5.2. Notice by the Customer as contemplated in clause 6.1 above shall be required to be given by means of the Dashboard Termination Form, which form shall be completed, signed and submitted by the Customer to DTSA using the following email address:  
fleetboard.southafricacontracts@daimlertruck.com
- 5.3. Fleet Termination whereby all Dashboard services are terminated.
- 5.4. Vehicle termination only requires a written request to deactivate the vehicle. Deactivation of a vehicle on Fleetboard automatically deactivates the same vehicle on the DTSA Telematics Dashboard.
- 5.5. Notwithstanding any other right of termination or other remedy afforded to DTSA elsewhere in this Agreement or by law, DTSA shall have the right to terminate this Agreement forthwith, without incurring any liability to the Customer, in any of the following circumstances:
  - 5.5.1. if the Customer breaches this Agreement and fails to remedy such breach within the time period stipulated in DTSA's notice of such breach

- 5.5.2. if the Customer is placed under business rescue, or is provisionally or finally liquidated, as the case may be, or commits any act akin to an act of insolvency in terms of the Insolvency Act 24 of 1936 as amended or re-enacted from time to time;
- 5.5.3. the Customer fails to comply with any Applicable Legislation;
- 5.5.4. if the Customer commits any act or omission which prejudices or places in jeopardy any of DTSA's rights or interests in this Agreement and/or in general and fails to refrain from such act within fifteen (15) days of receipt of written notice from DTSA calling on it to so refrain.

## **6. DURATION**

- 6.1 This Agreement shall commence on the Commencement Date and shall continue on the terms as set out herein until such time as it is terminated by either of the Parties or the Contract Period has elapsed, whichever comes first.

## **7. CUSTOMER WARRANTIES AND WAIVERS**

- 7.1 The Customer warrants that all information provided to DTSA in terms of or otherwise in relation to this Agreement, is complete and accurate in all respects
- 7.2 The Customer warrants that it is entitled to conclude this Agreement and that it is the owner or lawful operator of the Vehicles.

## **8. DATA, CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

- 8.1 The Customer shall at all times during the currency of this Agreement, comply with DTSA's regulations, policies and procedures as may be applicable.
- 8.2 Each Party shall retain all Confidential Information of the other party in strict confidence and undertakes not to disclose such information to any third party without the prior written consent of such other, which consent shall not be unreasonably withheld.
- 8.3 All current Intellectual Property or Intellectual Property developed, whether jointly or otherwise, pursuant to this Agreement, including all documentation, shall become proprietary owned by DTSA. Upon termination of this Agreement, all such records or documents, including copies thereof, shall be left with DTSA or, insofar as they are in possession of, the Customer, the same shall be handed over to DTSA or shall be destroyed at DTSA's written request.
- 8.4 Nothing herein shall be construed as transferring or purporting to transfer any rights in any Intellectual Property owned, whether duly registered or not, in the name of DTSA and/or any DTSA Affiliate.
- 8.5 The Customer hereby indemnifies DTSA and holds it harmless against all damages, whether direct or indirect, losses and/or costs which may be incurred by DTSA by virtue of the fact that DTSA has infringed the Intellectual Property, data and other privacy, and/or other rights of any person, as a result of the execution of this Agreement between the Parties or pursuant to these terms and conditions by the Parties or any of them.
- 8.6 The obligations under this clause shall apply to all employees, sub-contractors, agents, affiliates and/or representatives of the Customer. The Customer shall ensure that its terms of engagement with any person, employee, sub-contractor, agent, affiliate, or representative is based on similar, or the same terms as set out in this Agreement.
- 8.7 The foregoing provisions of this clause shall remain in effect after the expiration or termination of this Agreement.
- 8.8 The Customer will be entirely responsible for the permissibility of the collection, processing, and use of Personal Data, either by the Customer itself, or by DTSA as may be required in its performance in terms of this Agreement. The Customer must on its part ensure that the pre-requisites under any applicable data protection law and DTSA policies are complied with.
- 8.9 The Customer warrants that any Personal Data provided to, or otherwise subjected to collection by DTSA is compliant with any and all applicable legislation, and the Customer has the necessary permission to distribute or process such to DTSA.
- 8.10 The Customer agrees and consents that any of its Personal Data may be: Stored and/or used by DTSA, and/or used by or disclosed to any DTSA Affiliate or DTSA Supplier, for any lawful purpose;
- 8.10.1 The Customer hereby grants DTSA explicit permission to collect, process, and analyse customer data for the sole purpose of enhancing product functionality, improving services, and optimizing operational efficiencies, in compliance with applicable data protection laws;
- 8.10.2 Transferred and stored across the borders of the Republic of South Africa.

## **9. LIABILITY**

- 9.1 Subject to section 61 of the CPA, DTSA shall not be liable to the Customer for any indirect or consequential damages including, but not limited to, loss for downtime of a Truck howsoever caused, and DTSA's total liability to the Customer for any direct damages in terms of this Agreement from any cause whatsoever shall be limited to the sum total of the payments effected by the Customer to DTSA.
- 9.2 The Customer hereby acknowledges and agrees that the DTSA Telematics Dashboard Services are dependant and contingent upon an electronic communications network and service. DTSA in no way guarantees the continuous availability of the System and the DTSA Telematics Dashboard Services, and the Customer accordingly indemnifies and holds DTSA harmless for any and all loss and/or damage which the Customer might suffer as a result of DTSA not being able to render the DTSA Telematics Dashboard Services, save where such inability results from the gross negligence or wilful misconduct of DTSA.
- 9.3 Customer hereby acknowledges and agrees that the DTSA Telematics Dashboard Services and infrastructure are subject to maintenance, repairs, inspections, modifications, and improvements, during which the Services may not be available. Such scheduled downtime is subject to change. As to any outage of the normal Services resulting therefrom, such outage shall not constitute a breach of contract by DTSA, and the Customer accordingly indemnifies and holds DTSA harmless for any and all loss and/or damage which the Customer might suffer as a result of DTSA not being able to render the DTSA Telematics Dashboard

Services due to such downtime.

- 9.4 DTSA assumes no responsibility or liability for any errors or omissions in the System and the rendering of the Services. The information provided by the System is provided on an "as is" basis with no guarantees of completeness, accuracy, or timeliness.

## 10. FORCE MAJEURE

- 10.1 Subject to the provisions of this clause 11, neither Party shall be responsible to the other for its failure to perform, or any delay in performing any obligation under this Agreement in the event and to the extent that such failure or delay is caused by force majeure.
- 10.2 For the purposes of this Agreement, force majeure shall mean any circumstance which is beyond the reasonable control of the Party giving notice of force majeure ("Affected Party"), including, but not limited to, war (whether declared or not), revolution, invasion, insurrection, riot, civil commotion, mob violence, sabotage, blockade, embargo, boycott, the exercise of military or usurped power, fire, explosion, theft, storm, flood, drought, wind, lightning or other unusually intense adverse weather condition (where the usual precautions to prevent damage could not prevent it), epidemic/pandemic, quarantine, accident, breakdown of machinery or facilities, strikes, lockout or labour dispute, acts or restraints of government imposition, or restrictions of or embargoes on imports or exports.
- 10.3 The Affected Party shall give notice thereof to the other immediately upon the occurrence of an event of force majeure.
- 10.4 If the event of force majeure were of such a nature that it would result in impossibility of performance of the obligation in question, the party not so affected ("Other Party") shall be entitled on receipt of notice of the force majeure event to terminate this Agreement upon notice to the Affected Party but shall not be entitled, on receipt of notice of the force majeure event, to recover any damages which it may suffer as a result of such premature termination.
- 10.5 If the event that the force majeure were of such a nature that it would not result in impossibility of performance of the obligation in question, but would delay the performance thereof, the Affected Party shall be entitled to such extension of time in which to perform that obligation as may be reasonable in the circumstances, taking into account the interests of both parties; provided that if such force majeure situation persists for a period in excess of thirty (30) days, the Other Party shall be entitled to terminate this Agreement upon notice to the Affected Party, but shall not be entitled to recover any damages which it may suffer as a result of such premature termination.

## 11. GENERAL

### 11.1 Cession & Assignment

- 11.1.1 DTSA and its successors-in-title may cede any or all of its rights and/or delegate any or all of its obligations and/or assign any or all of its rights and obligations under this Agreement to any/ or other DTSA Affiliate, without the consent of the Customer.

- 11.1.2 The Customer shall not be entitled to cede any or all of its rights and/or delegate any or all of its obligations and/or assign any or all of its rights and obligations under this Agreement to any third party without the consent of DTSA.

### 11.2 Sole Agreement

- 11.2.1 This Agreement sets out the entire agreement between the Parties as to the subject matter hereof and neither of the Parties shall be bound by any conditions, warranties, or representations with respect to the subject matter hereof, not expressly provided in this Agreement, or duly recorded in writing subsequent to the date hereof and signed by the

Parties.

### 11.3 Validity & Severability

- 11.3.1 If any provision of this Agreement is found or held to be invalid, unlawful or unenforceable, the validity of all the other provisions hereof will not be affected thereby and the Parties agree to meet and review the matter and if any valid and enforceable means is reasonably available to achieve the same object as the invalid or unenforceable provision, to adopt such means by way of variation of this Agreement.

### 11.4 Variation

- 11.4.1 No variation of or addition to this Agreement will be of any force or effect unless reduced to writing and signed by or on behalf of the Parties.

### 11.5 Waiver

- 11.5.1 No indulgence granted by DTSA to the Customer shall prejudice DTSA's rights in terms of this Agreement or constitute a waiver by DTSA of such rights, and no waiver on the part of either Party of any rights from a breach of any provision of this Agreement will constitute a waiver of rights in respect of any subsequent breach of the same or any other provision.

### 11.6 Law

- 11.6.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa. The Parties shall in - respect of all matters arising in the fulfilment of the Agreement conform at their own expense with laws, regulations, by-laws and requirements of local or other authorities, which are applicable to this Agreement. The Parties agree that all disputes shall, unless otherwise agreed, be submitted to the jurisdiction of the courts of the Republic of South Africa and submit to that jurisdiction.

### 11.7 Warranties

- 11.7.1 No party has given any warranty or made any representation to the other party, other than which may be expressly set out in this Agreement.

### 11.8 Domicilia Citandi et Executandi & Notices

- 11.8.1 The Parties hereby choose as their respective domicilia citandi et executandi for purposes of any notices or process in terms of this Agreement, the addresses stipulated on the Contract.

- 11.8.2 The provisions hereof shall not affect any such provision which permits notices in terms hereof to be transmitted to a stated email address.

- 11.8.3 Notices and processes in terms of this Agreement shall be transmitted to the relevant representative of each Party as set forth herein.