ISP PORTAL - USER MANUAL

Engineering Services System

Application- ISP Portal – User Manual

Version 1.4

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1. Introduction / Overview

1.1. Description of the Application

ISP Portal is an official Mercedes-Benz USA, LLC site for hosting service, technical repair documentation and parts information for Mercedes-Benz vehicles and Daimler Vans.

The information available in this publication/video/website ("publication") is issued by Mercedes-Benz USA, LLC and Daimler Vans USA, LLC to be used along with other service literature, special tools and equipment and parts specified by Daimler in diagnosing and repairing Daimler vehicles and is not intended to represent all available information pertaining to models referenced herein. Although, this information could also be useful for Daimler vehicle owners and for independent repair facilities. ISP Portal is intended to be used by trained professionals who have worked on Daimler vehicles, also who has access and experience in using the necessary tools and literature required to perform service and repair work accurately and safety.

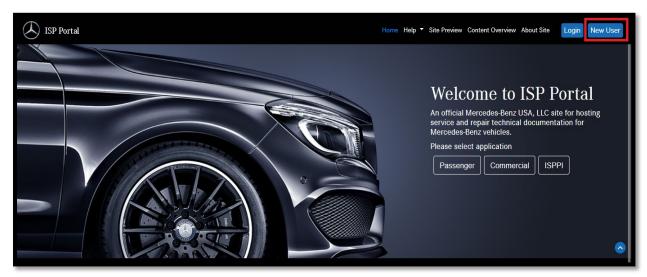
1.2. Application Login

When a user launches the ISP portal, it provides them 2 options:

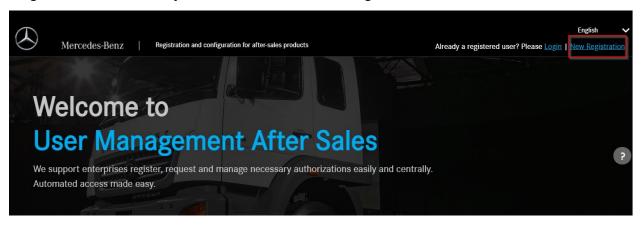
- New User: for new user to create a user ID, where they need to register to set up an organization and to receive credentials for logging into the portal.
- Login: for existing user

1.2.1. New User

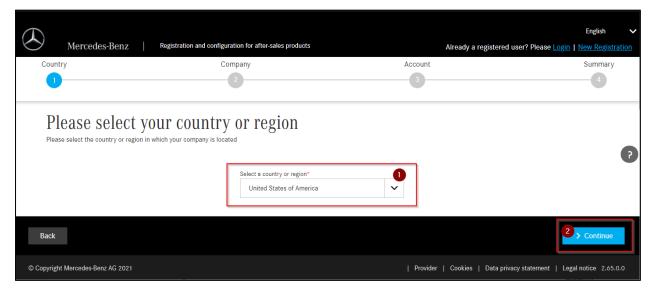
Step 1: Click on "New User".



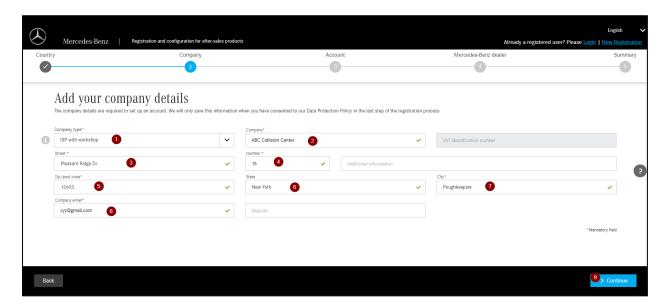
Step 2: User will be redirected to UMAS (User Management After Sales) site for New User Registration, where they need to click on "New Registration."



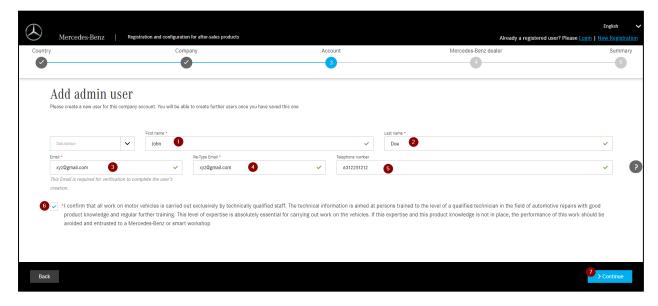
Step 3: User must select the country or region from the dropdown.



Step 4: User will then need to enter Company details to set up an account and then click on "continue" button.

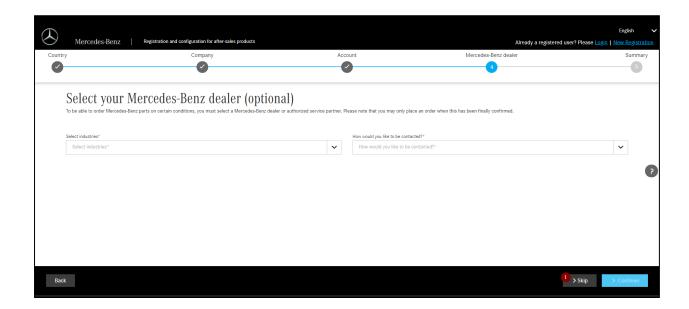


Step 5: User must enter the Account details (Salutation, First Name, Last name, email & Telephone Number) and click on "Continue" button.



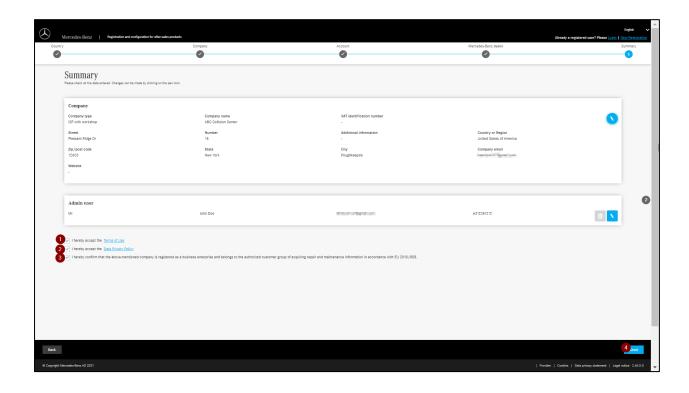
Step 6: User needs to enter information about their authorized Mercedes-Benz dealership. This is an optional step and can be skipped.

If you want to proceed with it, specify option for "Select industries" and "How would you like to be contacted" and then click on "Continue" button.

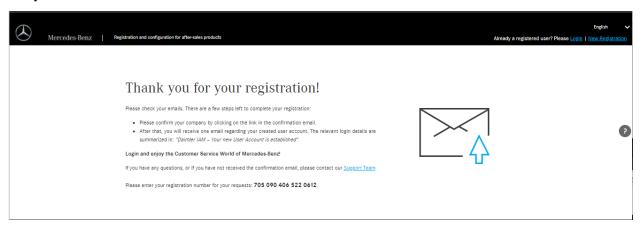


Step 7: Click "Skip"

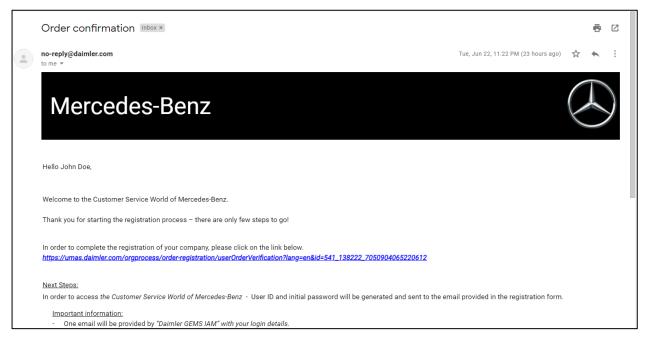
Step 8: User can review or edit (by clicking on pen icon) all the account information entered till now. After reviewing all the details, user should click on the checkboxes to confirm above-mentioned company and user information is correct and to accept the terms and conditions. Finally, click on the "Send" button to process the request.



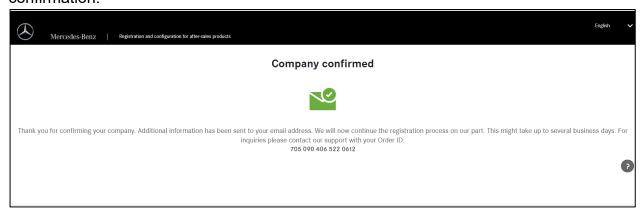
Step 9: Below confirmation is received:



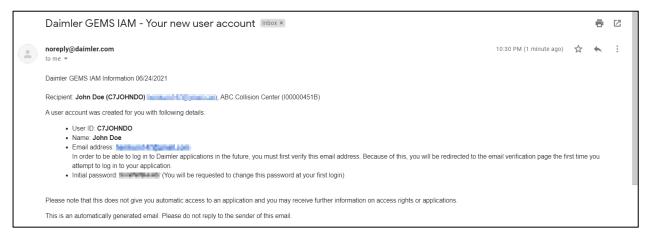
Step 10: First Email Received – company verification



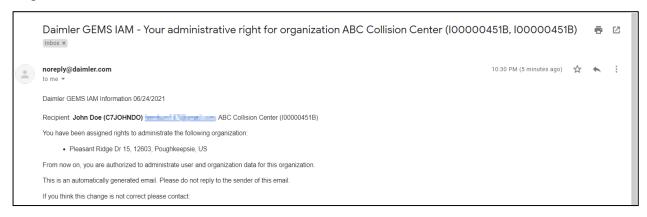
Step 11: Click on the link in first email to verify company, it will provide below confirmation:



Step 12: After verification of company, a second email with user name and initial password will be generated:



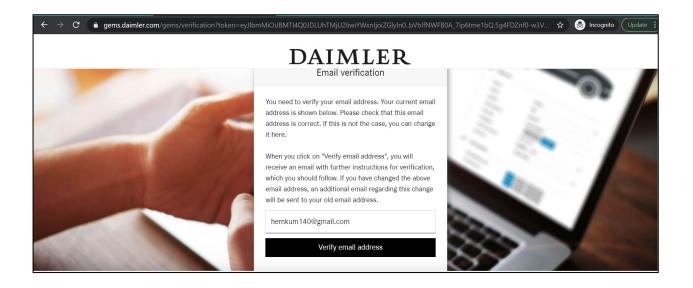
Step 13: Third email is generated to notify you about your admin rights for the Organization. No action is needed for this email.



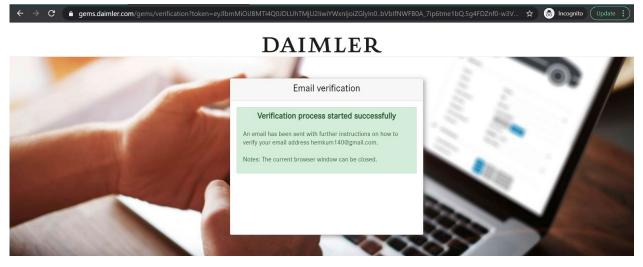
Step 14: Log in with user ID and initial password from the second email:

- Launch www.startekinfo.com and click Login
- Enter user id and initial password
- It will prompt password needs to be modified
- Click on Modify Password
- This will prompt you to select/answer a security question and to select/answer a
 passphrase for future password resets. Finally, it will ask for new password. After
 setting the new password, you will be able to login with that password.

Step 15: Go back to the login screen and enter new password. This will prompt for email verification, but only if admin's email address is different from the company email address. If you receive below popup, click Verify email address, otherwise continue with Step 19:

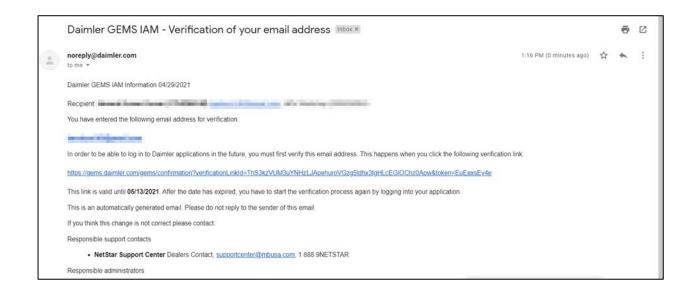


Step 16: This will provide below notification:

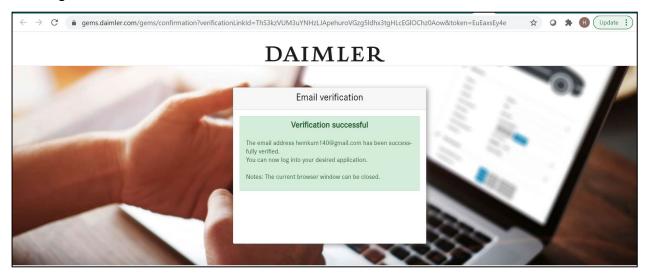


Step 17: Fourth email (verification of user email address):

Note: first admin user will not receive this email if company email address is same as the first admin's email address, and in that case email verification step will be bypassed – continue with Step 19



Step 18: Click on the link in above email – this should give verification successful message:

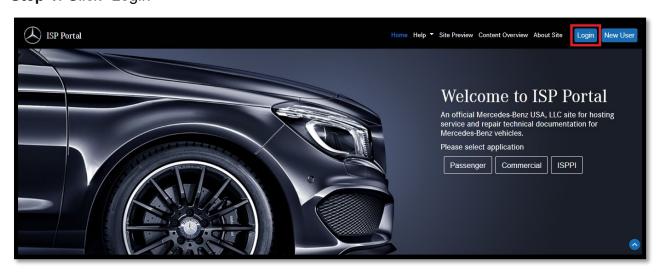


Step 19: Launch <u>www.startekinfo.com</u> again and click Login. You should now be able to logon with your new user ID and password.

1.2.2. Login

This functionality is used by exiting users to login to the ISP Portal.

Step 1: Click "Login"



Step 2: User needs to enter credentials (Username & Password) to login to the portal.

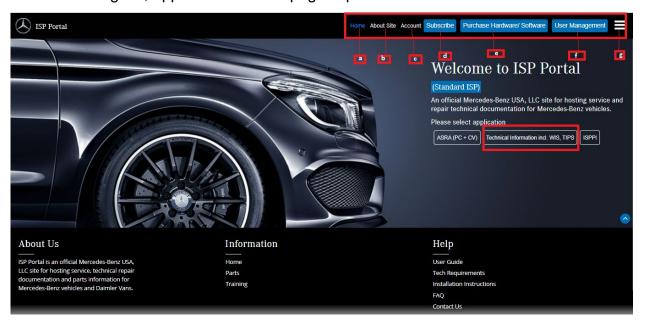


1.3. Application Access

The user can access the ISP Portal application through his/her C7 User Id.

2. Functionality Details

After a user logs in, application's home page is presented.



On all the pages of application, the header section is always visible, and it contains seven buttons/icons that allow users to navigate through ISP Portal:

- a. Home clicking on this link will navigate you to application's main page. From the home page, you can launch any of your subscribed/authorized applications.
- b. About Site this link provides user with information about this application.

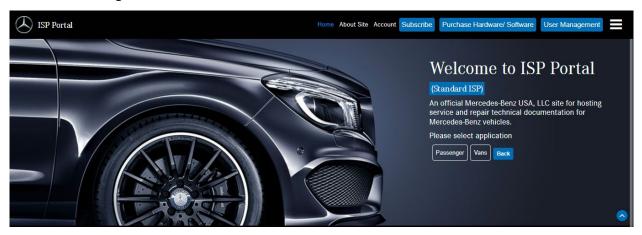
- c. Account opens a window where user can view a summary of all the subscriptions.
- d. Subscribe/Renew this button allows user to subscribe for available products
- e. Purchase Hardware/Software this button provides a platform to purchase Xentry Diagnostic hardware or software.
- f. User management this button allows an organization admin to add new users, delete an existing user, update user details, and remove authorized products. A non-admin user can update personal details.
- g. User Information (three bars) this icon allows user to view their information and to logout of the application

Once user logs in the portal, he/she will be presented with Landing Page, where user can select any of the available product links (ASRA(PC+Vans), Technical Information incl. WIS, TIPS and ISSPI) to access the relevant applications and documents from respective areas.

Please note that the product links available to users vary by the organization type and user type. By default, every organization is considered standard ISP, and its users are able to subscribe to any of the below applications:

- ASRA(PC+Vans) (paid subscription)
- Technical Information incl. WIS, TIPS (paid subscription)
- ISPPI Part Information (paid Subscription)

When user select Technical Information incl. WIS, TIPS, there would be option to either launch Passenger Cars section or Vans section:



A certified collision center organization receives the following products:

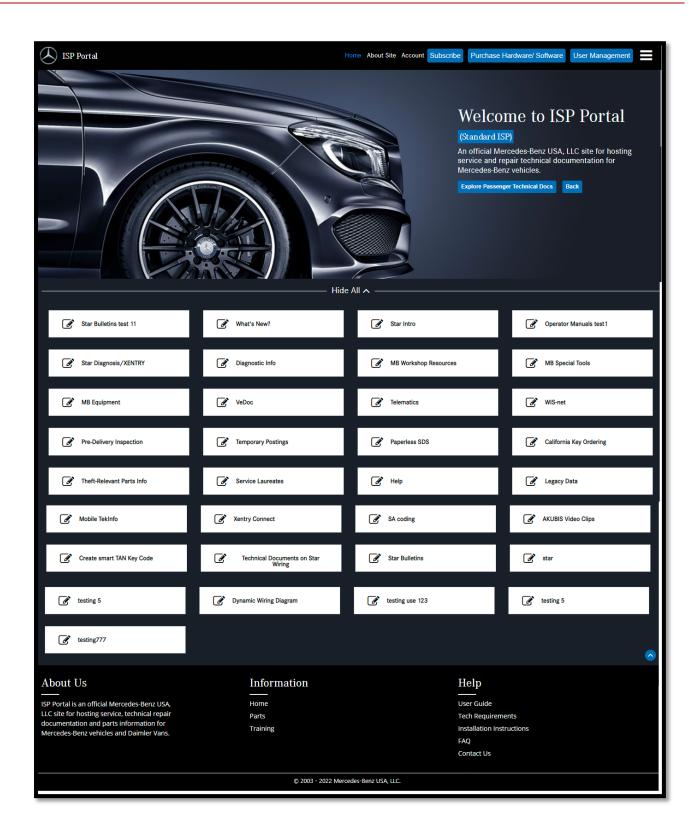
- WIS (first two subscriptions are complimentary, payment for additional ones)
- ASRA (first two subscriptions are complimentary, payment for additional ones)
- ISPPI Part Information (first two subscriptions are complimentary, payment for additional ones)
- DPMS (Complimentary automatic subscription for Org Admins)

Learning Link (Complimentary automatic subscription for all users)

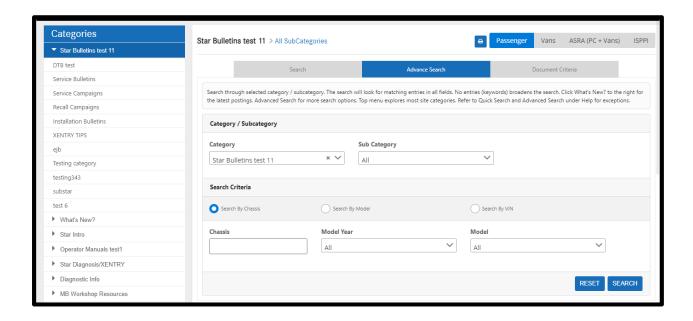
For an organization to be considered a "Certified Collision Center", please contact MBUSA Collision Center Team.

2.1. Home (For Standard ISPs having paid subscription to Passenger Cars or Vans products)

This functionality allows the user to view the documents published in the system. It allows the user to view the documentation by using the category and subcategory for the publication.



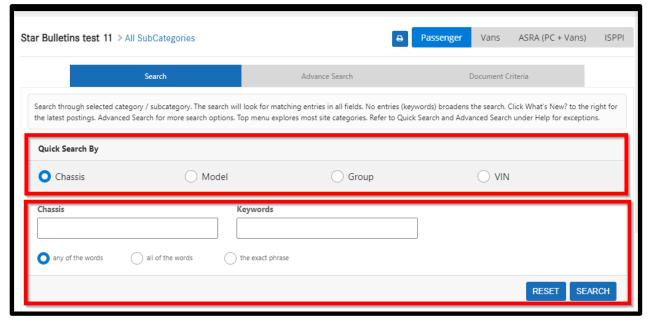
When user clicks on the Category or subcategory, the search page for the same opens.



2.1.1. Search

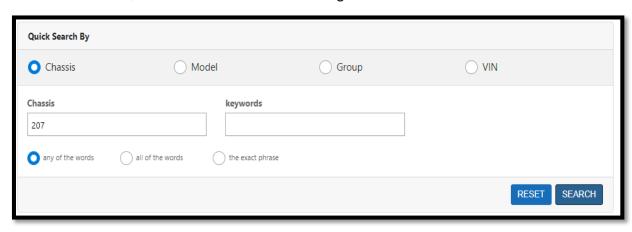
After selecting the Category from "Home", the user will be directed to the "Search" page, which allows the user to search for published documents based on predefined filters.

Here, user can search the existing documents by using Chassis, Model year, Group, or VIN filter.

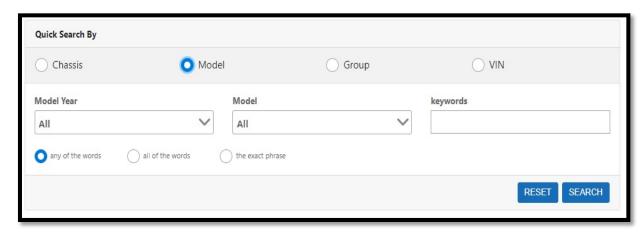


1) Chassis- This can be the three-digit or full six-digit chassis number of a vehicle. When

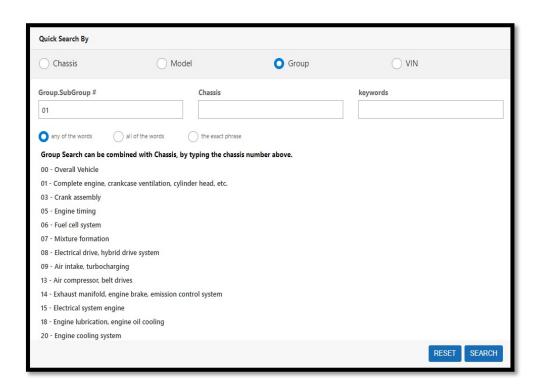
a chassis is used, a user can search all existing documents and files for that chassis.



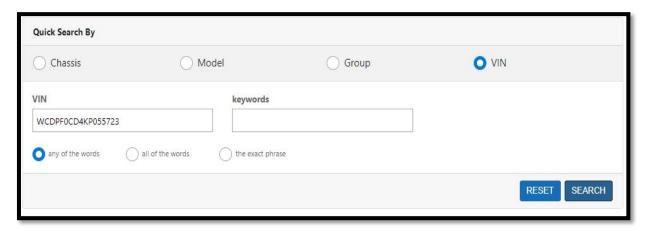
2) **Model** – User must select the Model Year and Model and optionally enter any keywords to search all documents and files for that model.



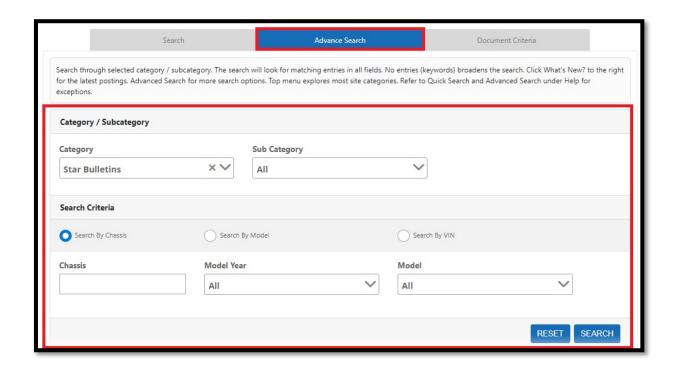
3) **Group** - When a Group is entered, a user can search all relevant documents and files for that group.



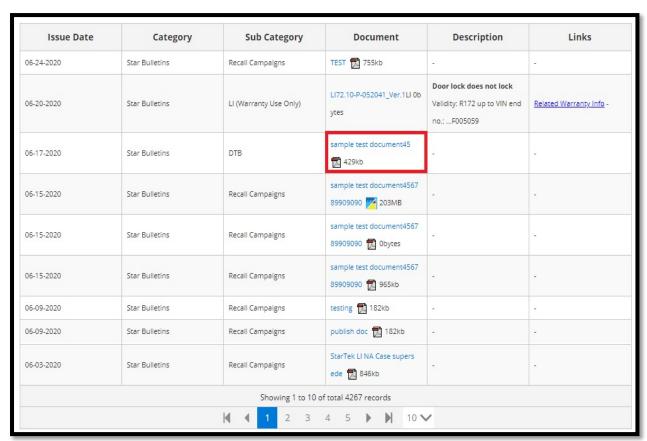
4) **VIN** - When a VIN is entered, a user can search all existing documents and files for that VIN.



5) **Advance Search** - The advanced search functionality allows document search functionality based on multiple criteria including Category, Subcategory, Chassis, Model Year, Model, Group, Subgroup, Keywords, and Issue dates.



After performing the Search, user will be presented with the list of matching documents, and user can download the pdf by clicking the Document link.



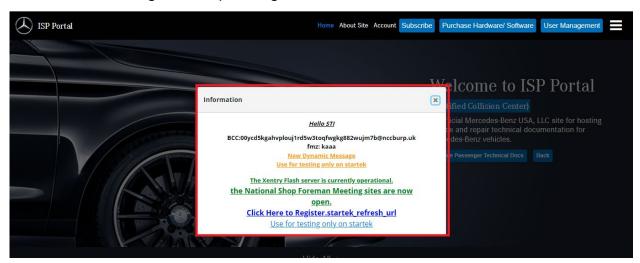
2.2. Home (For Certified Collision Centers)

Certified Collision Centers would see the following home page, and would be able to launch any of the enabled/subscribed products.



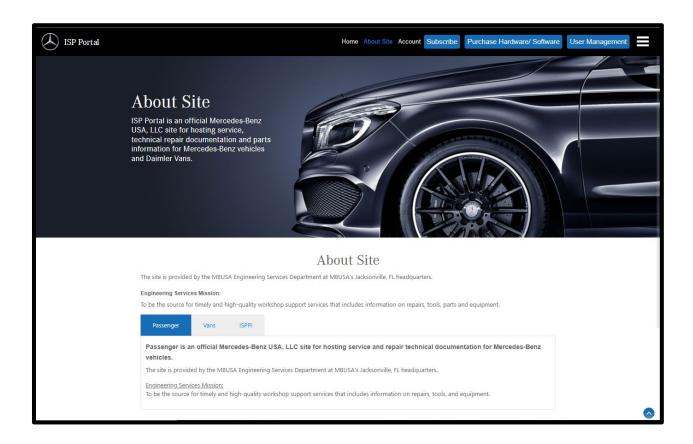
Please note that all of the launched applications run outside ISP Portal, but you would be automatically signed into those applications. Please refer to individual application user guides to learn about how to use them.

If user click on Technical Information TIPS then it will display dynamic message and launch all the categories for passenger vehicle.



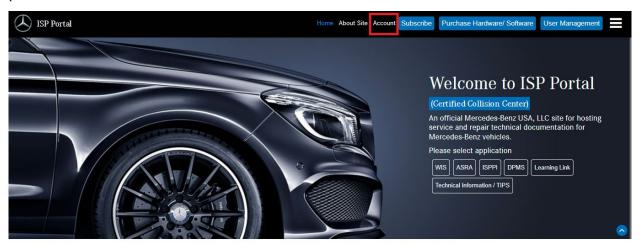
2.3. About Site

Clicking on "About Site", user will be able to see all the relevant information about the application.

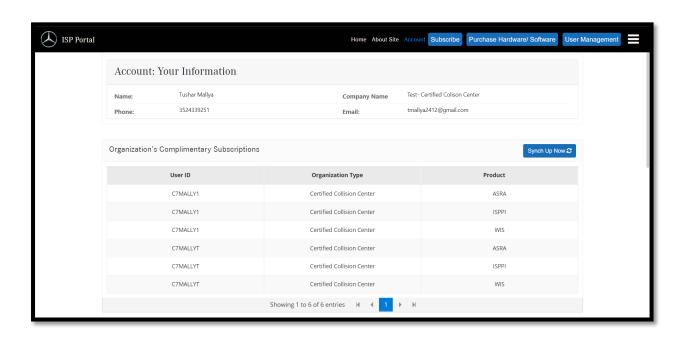


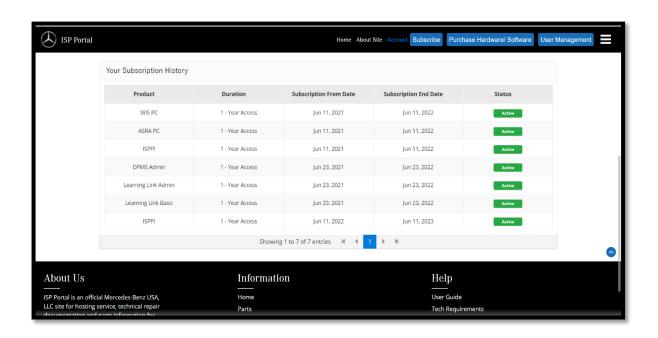
2.4. Account

The "Account" button is used to display all the details of user's subscriptions and their present status.



After clicking on "Account" button, user can see the list of all the subscription along with their complete details.





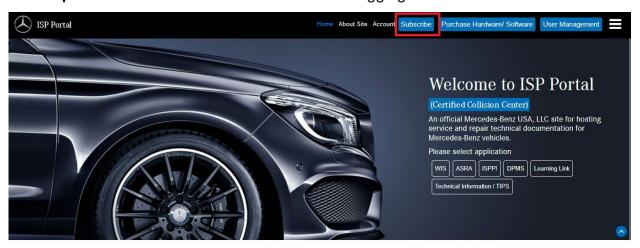
It displays your Account Information, Organization's Complimentary Subscriptions and Your Subscription History. There are some complimentary subscriptions given to some users and after that, user must pay for further subscriptions. According to the Organization Type, the Product list of complimentary products is shown.

In the Subscription History section, all subscriptions of the user are shown. All the details like Duration, Subscription Start Date, Subscription End Date and Status are shown for each subscribed product. The "Active" status in the green box shows that the subscription is still active, and the subscription period has not ended. The products whose subscription has ended, are shown as "Expired" in red box.

2.5. Subscribe/Renew

User will be able to extend/renew the subscription process which each customer goes through when continuing their subscription into the next billing cycle. It also helps to start a new subscription.

Step 1: Click on the "Subscribe" button after logging into the account.

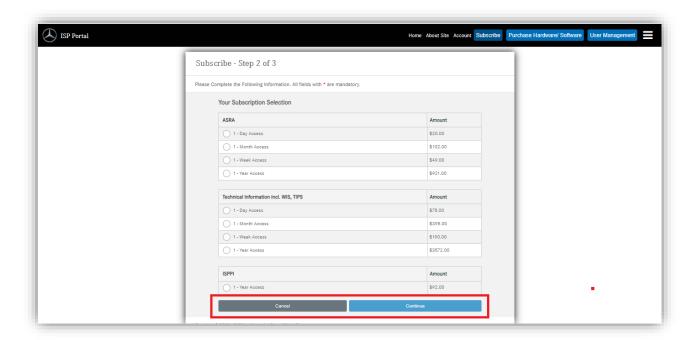


Step 2: After pressing "Subscribe" button, one must agree to the disclaimer having all the terms and conditions along with Refund Policy by clicking on "I Agree" button.

Note- If one clicks on "I Disagree", user would not be able to do new subscription.

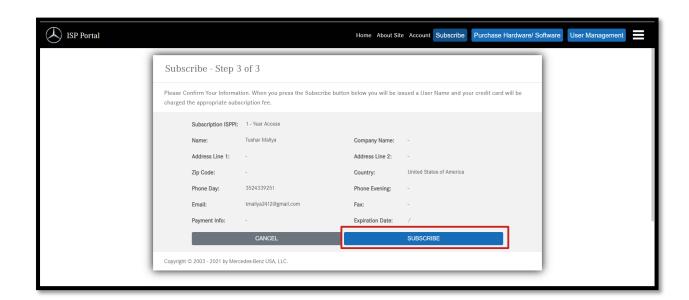


Step 3: After agreeing to the Disclaimer, user needs to select the products for subscription. For Certified Collision Centers, users do not need to pay for complimentary products. For rest of the products other than complimentary products, one must pay the subscription amount via credit card.

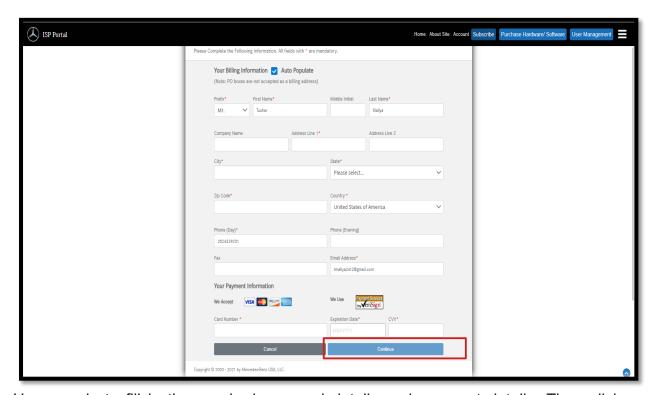


Click on "Continue" to continue the subscription process otherwise click "Cancel" to go back to the previous page.

Step 4: If user selects a product, which is complimentary, the user will be redirected to the confirmation page. One must check the information provided like Email, Name, Subscription details etc. After checking, click on "SUBSCRIBE" button to subscribe.



If user selects a paid subscription product, the user will be redirected to the payment page.



User needs to fill in the required personal details and payment details. Then click on "Continue" to process the payment.

Step 5: After successful payment processing, the page below shows that user has successfully subscribed to the service.

Thank You - Subscription is Complete.

Please Print this Page for Your Records

VeriSign has routed, processed and secured your payment information.

by VeriSign More information about VeriSign

This information has also been emailed to the supplied email address. Please click Enter Site at the below to enter the site.

Subscription

Begins

Ends

Passenger

09-29-2020

10-30-2020

Subscription

Begins

Ends

ISPPI

09-22-2020

09-22-2021

User ID

Company Name:

C0X00805

Mr. Testuser C0X00805

XYZ

Address:

Zip Code:

Country:

75, 3rd Ave

10003

United States of America

Phone (day):

Phone (evening):

Fax:

1234567890

no-reply@daimler.com

Expiration Date:

Payment Info: VISA ****1111

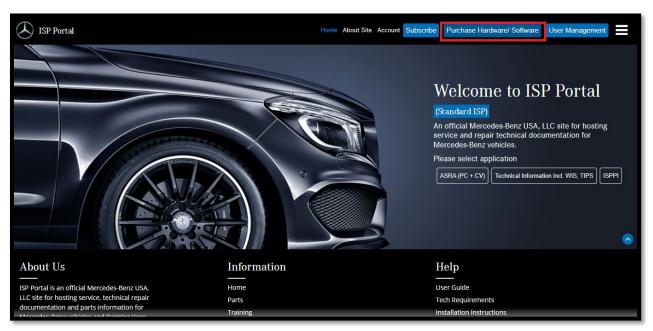
10/2020

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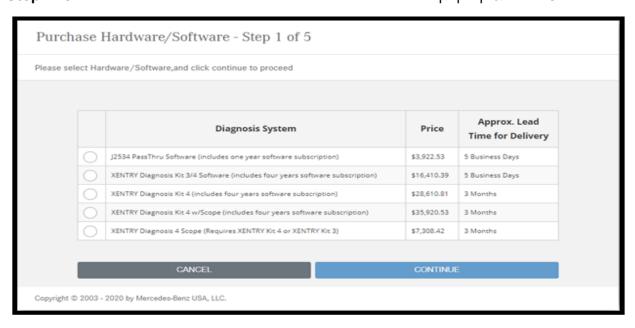
2.6. Purchase hardware/Software

"Purchase hardware/Software" provides a shortcut to users for buying Xentry Diagnosis machines and related software.

Step 1: Click on "Purchase hardware/Software" button.



Step 2: User needs to select one of the radio buttons from the pop-up & click "Continue".



Step 3: Next, user must enter the System Number if prompted and click on Continue

button to proceed further.

Purchase Hardware/Software - Step 1 of 6						
Please sele	ect Har	rdware/Software,and click continue to proceed				
		Diagnosis System	Price	Approx. Lead Time for Delivery		
	0	J2534 PassThru Software (includes one year software subscription)	1.00	1 - Year Access		
	•	XENTRY Diagnosis 4 Scope (Requires XENTRY Kit 4 or XENTRY Kit 3)	4.00	3 - Month		
	0	XENTRY Diagnosis Kit 4 (includes four years software subscription)	2.00	3 - Month		
	0	XENTRY Diagnosis Kit 4 w/Scope (includes four years software subscription)	3.00	3 - Month		
_	0	XENTRY Diagnosis Kit 3/4 Software (includes four years software subscription)	5.00	3 - Month		
	Syste	em Number*				
	CANCEL CONTINUE					

Step 4: User must review and must click on the "I Agree" button to accept the terms and conditions.

Purchase Hardware/Software - Step 2 of 5

Please Read and Agree to the Following Disclaimer

"The information contained in this publication/video/website ("publication") is issued by Mercedes-Benz USA, LLC for use in conjunction with other service literature, special tools and equipment specified by Mercedes-Benz in diagnosing and repairing Mercedes-Benz vehicles and is not intended to represent all available information pertaining to models referenced herein. Although this information can be useful for Mercedes-Benz owners and independent repair facilities, it is intended solely for use by service personnel properly trained and qualified to perform work on Mercedes-Benz vehicles and who have access to, and experience in using the necessary tools, equipment and literature required to perform service and repair work accurately and safely.

Warning: Failure to use proper tools and equipment, and to take all necessary and prudent precautions that would be taken by a trained, certified, automobile technician, and follow all safety guidelines in these and other service publications, may result in property damage, personal injury or death. These materials are not intended for instruction in repairing or servicing of Mercedes-Benz vehicles by persons without appropriate professional training and experience in repairing and servicing of Mercedes-Benz vehicles.

Mercedes-Benz USA, LLC assumes no liability for injury, damage or loss due to the use or misuse of this information and reserves the right to revise this information at any time without notice. Mercedes-Benz USA, LLC assumes no responsibility for errors and/or omissions in the information contained herein."

I understand that any unauthorized sharing of access to the Mercedes-Benz USA, LLC Technical Information web site will result in the cancellation of my account and the loss of all funds.

Refund Policy

This site contains service and repair information covering Mercedes-Benz vehicles model year 1994 and higher. Certain content for models prior to model year 1994 is contained in the Workshop Information System (WIS). No refund claims concerning vehicles older than 1994 will be honored. Confirmed outages of any site components which last for an unreasonable amount of time will be refunded by extending the subscription for that amount of time for valid subscribers during an outage.

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I Disagree I Agree

Copyright © 2003 - 2020 by Mercedes-Benz USA, LLC.

Purchase Hardware/Software - Step 2 of 6

Please carefully read and review our terms and conditions change

General Terms and Conditions for the Purchase of XENTRY Diagnosis Kit 4, XENTRY Diagnosis Kit 4 Scope, XENTRY Scope, Retail Data Storage+ and XENTRY Diagnosis COM Kit (T&C - valid from 02/2021)

1. Scope

All goods and services provided by Mercedes-Benz AG in connection with the sale of the diagnosis systems XENTRY Diagnosis Kit 4, XENTRY Diagnosis Kit 4 Scope, XENTRY Scope, the data system Retail Data Storage+ and the test adapter XENTRY Diagnosis COM Kit are subject to these terms and conditions.

2. Further Provisions

2.1 All agreements must be documented in textual form. This also applies to collateral agreements, warranties, as well as subsequent contract amendments.

2.2 Buyer's general terms and conditions of business shall not be deemed incorporated into this Agreement, even if these conditions have been attached to invitations to tender, purchase orders, or declarations of acceptance and have not been explicitly rejected.

3. Formation of Contract

Buyer shall be bound by its order for a maximum of 14 days. A contract is formed when Mercedes-Benz AG has confirmed acceptance of the order in textual form within this period or when Mercedes-Benz AG has performed delivery of the goods or services. However, Mercedes-Benz AG is obliged to inform Buyer in textual form without undue delay if it does not intend to accept the order.

If there is a provision in a separate contract for the dynamic inclusion of the current version of these GTC, this shall take precedence.

In all other cases, Mercedes-Benz AG will inform users of the intended changes in textual form (e.g. e-mail) six (6) weeks in advance. If the user does not object to the changes in textual form within four (4) weeks after receipt of the respective change notice, the changes shall be deemed accepted and mutually changed with expiration of the above-mentioned period of six (6) weeks and unopposed continuation of use of the services. Should the user object to the changes, both Mercedes-Benz AG and the user shall have the right to terminate these GTC or the corresponding order with a notice period of four (4) weeks. Mercedes-Benz AG undertakes to inform the user of the effect of silence or non-objection when informing of the changes.

4. Compliance with Applicable Law

Buyer is obliged to refrain and desist from all practices that could result in criminal charges against employees of Buyer or other third parties for fraud or breach of trust, insolvency crimes, anti-competition crimes, granting of advantages, or passive corruption. In the event of violation of the above, Mercedes-Benz AG has the right to withdraw from or terminate all legal transactions existing with Buyer and to break off all negotiations with immediate effect.

Notwithstanding the above, Buyer is obliged to adhere to all laws and regulations applicable to both itself and the commercial relationship with Mercedes-Benz AG.

5. Compliance with Applicable Law

5.1 Buyer is purchasing from Mercedes-Benz AG the diagnosis systems XENTRY Diagnosis Kit 4, XENTRY Diagnosis Kit 4 Scope, XENTRY Scope, the data system Retail Data Storage+ and the test adapter XENTRY Diagnosis COM Kit (hereinafter referred to as 'Systems') consisting of hardware components and firmware (hereinafter referred to as 'XENTRY Applications and Tools'). The Systems are provided with an initial installation of XENTRY Diagnosis, XENTRY DAS and various operating tools for installation of the StartKeys or for the download of add-ons.

This Agreement does not cover the provision of data content and data updatesas well as XENTRY Applications and Tools. This is the subject matter of a separate agreement and is regulated by the 'General Terms and Conditions regarding the Use of Applications and Data Content provided by Mercedes-Benz AG for After-Sales'.

5.2 Buyer shall purchase the Mercedes-Benz AG-approved accessories for the Systems separately, unless these are included as part of the original delivery.

6. Type and Scope of Performance

- 6.1 The scope of supply and services is specified in the contractual agreements. These list in detail the Systems and services and also provide product information. Mercedes-Benz AG reserves the right to make changes to the design, technology, and scope of supply and services during the delivery period, provided these changes remain reasonable for Buyer while taking into account the interests of Mercedes-Benz AG.
- 6.2 Buyer is aware that the Systems can be used only in connection with the corresponding XENTRY software (particularly XENTRY Diagnosis), for which charges apply. Buyer alone is responsible for obtaining a corresponding right to use the XENTRY software in return for a fee and by means of a separate agreement.

7. Delivery

Delivery dates and periods are binding in individual cases where they have been designated in textual form as binding by Buyer and Mercedes-Benz AC; otherwise, all delivery dates and periods are non-binding.

- 7.1 If non-compliance with a delivery date or period can be attributed to an unforeseen event that is beyond Mercedes-Benz AG's control, the delivery date or period will be postponed or extended by an appropriate amount of time. In the event of a delayed delivery, Buyer has the right to withdraw from the agreement in question in accordance with the applicable statutory provisions after an appropriate grace period has elapsed to no avail.
- 7.2 If a delivery by Mercedes-Benz AG is delayed, Buyer may demand liquidated damages for the delay. The liquidated damages will amount to 0.5 percent of the net purchase price (delivery value) for each full calendar week of delay, but subject in total to a maximum of 5 percent of the delivery value of the delayed Systems. Mercedes-Benz AG reserves the right to demonstrate that Buyer's loss was lower than the foregoing liquidated damages or that no loss was incurred at all.
- 7.3 The rights of Buyer pursuant to clause 12 of these General Terms and Conditions and the applicable statutory rights of Mercedes-Benz AG, particularly in the event of an exclusion of its obligation to perform (for example where such performance and/or subsequent performance is impossible or unreasonable), remain unaffected.
- 7.4 Mercedes-Benz AG is entitled to deliver the goods or services in installments provided that this is acceptable to Buyer.
- 7.5 Fisk is specified as being transferred ex works (EXW), meaning that the transport costs and other charges will be borne by Buyer. This represents a departure from the provision of section 447 of the German Civil Code (BG3) and the use instead of the INCOTERMS of the International Chamber of Commerce (INCOTERMS 2010) as a basis.

8. Reservation of Title

Ownership of the Systems is transferred to Buyer only after full payment of the total purchase price and any other receivables in connection with this Agreement.

- 8.1 This reservation of title also extends to any substitute deliveries. Buyer cannot acquire ownership of the delivered Systems by integrating them into other equipment or devices. Where Buyer integrates the Equipment into third-party goods, Mercedes-Benz AG will become co-owner of the resulting new products by reference to the proportional value of the third-party goods used. The products thus created are also deemed to be subject to reservation of title by Mercedes-Benz AG.
- 8.2 Where the Systems are subject to reservation of title, these may be sold, pledged, provided as security, leased, or disposed of or changed in any other way that impairs Mercedes-Benz AG's rights to security only with Mercedes-Benz AG's prior consent in textual form.
- 8.3 If the reserved-title goods are seized by third parties, Buyer must indicate Mercedes-Benz AG's ownership of said goods and inform Mercedes-Benz AG immediately.
- 8.4 If Buyer does not properly fulfill its payment obligations, Mercedes-Benz AG is authorized to repossess the reserved-title goods at any time, without this constituting a withdrawal from the Agreement.

included as part of the original delivery.

9. Usage Rights and Penalty

9.1 Buyer undertakes to use the Systems, the accessories provided by Mercedes-Benz AG as part of the original delivery, the operating instructions, and the other documentation solely within its business and not to permit their use by any third parties, unless the Parties have agreed otherwise in this respect.

9.2 If Buyer is a foreign Daimler Group sales company or a foreign general distributor for Mercedes-Benz and/or smart, it is entitled and obliged to make the Systems available for rental or purchase to any authorized repairers and independent operators within its contract territory (including fleet owner's workshops with/without facilities for processing warranties and goodwill, and fleet owners). In this connection, Buyer hereby undertakes to form its own corresponding rental or sales agreements for the Systems with the above-mentioned authorized repairers and independent operators within its contract territory.

9.3 Buyer must ensure that no documentation is accessible to third parties without the prior consent of Mercedes-Benz AG in textual form. No copies may be made. Furthermore, all information on the documentation is subject to a nondisclosure undertaking.

9.4 In the event that the Systems fall into third-party hands, irrespective of whether Buyer has passed them on or failed to ensure that third parties are prevented from accessing them, a penalty of €25,000 will be payable to Mercedes-Benz AG. This does not affect the right of Mercedes-Benz AG to enforce damages claims, although such claims will then be offset against the penalty. Should such a case arise, Mercedes-Benz AG reserves the right to demand either the destruction or the return of the documentation.

10. Warranty

10.1 Mercedes-Benz AG warrants that the Systems are free from defects at the time of risk transfer. The warranty for the Systems starts at the time of delivery (ex works). The warranty period for the Systems is 42 months; this does not include connection cables and batteries, which have a warranty period of twelve months. Mercedes-Benz AG undertakes to repair or replace any defective Systems, at its own discretion. Buyer shall send defective Systems or hardware components to Mercedes-Benz AG upon request.

10.2 In the event that a replacement is provided, the defective System or hardware components must be promptly returned to Mercedes-Benz AG upon receipt of the replacement System. If Buyer delays returning said item(s) or does not return it/them at all, Buyer must reimburse any losses incurred as a result, in accordance with the applicable statutory provisions. In particular, any customs charges or handling expenses due to a delayed return will be borne by Buyer.

10.3 In the event that subsequent performance is unsuccessful, Buyer has pursuant to the applicable statutory provisions the right to demand a reduction in the purchase price, or to withdraw from the agreement. Buyer will grant Mercedes-Benz AG the time and opportunity required to render any subsequent performance as it sees fit. Mercedes-Benz AG will be released from its obligation to render subsequent performance if Buyer refuses to do this. If Buyer refuses the subsequent performance, it will bear sole responsibility for the subsequent use of the System in its defective state and for the results obtained in this way.

10.4 The warranty shall not apply if a defect is caused by Buyer or a third party having modified, improperly used, or repaired the Systems without the consent of Mercedes-Benz AG or because the Systems have not been used and looked after in accordance with the 'Guidelines for XENTRY Diagnosis System Users'.

10.5 The provision of the warranty is conditional upon Buyer fulfilling its statutory obligations to inspect goods and report defects (sections 377 and 381 of the German Commercial Code (HGB)). Should a defect be discovered during the inspection or at a later date, notice of this must be provided to Mercedes-Benz AG in textual form without undue delay. The prompt dispatch of this notification is sufficient for the purposes of meeting this deadline. If Buyer fails to carry out a proper inspection and/or to provide notification of any defects, MercedesBenz AG will not be liable for the unreported defect. Regardless of this and in the event of any externally visible damage in transit, Buyer is obliged to provide the delivering carrier with written notification of the damage in transit upon receipt of the items and to present Mercedes-Benz AG with a copy of the complaint within two working days.

10.6 If no basis for a warranty claim exists, then the costs of diagnosing and, if applicable, repairing the fault will be borne by Buyer, provided a corresponding order has been placed

11. Support, Service and Recommended Period of Use for the Systems

Support and other services relating to the Systems will be provided only if Buyer adheres to the prescribed service processes. This means that the diagnosis user help desk must be contacted when support and services are required. The instructions of the diagnosis user help desk are binding.

The Systems should be used for a maximum of 42 months. This restriction is necessary to ensure the fault-free diagnostic capability of the Systems. Use of equipment that is no longer approved, particularly in connection with work with safety implications, may result in product liability claims. After the expiration of the recommended useful life of the Systems (42 months) support by Mercedes-Benz AG will be subject to a charge.

Mercedes-Benz AG hereby advises Buyer that the Systems may have to be replaced with more modern equipment before the end of the 42-month period because of technical changes as a result of ongoing refinements in vehicle diagnosis technology, IT technology, telematics etc. Buyer shall refer to this accordingly in the rental or sales agreements formed with the above-mentioned authorized repairers and independent operators within its contract territory. Claims of Buyer or the above-mentioned authorized repairers and independent operators within Buyer's contract territory against Mercedes-Benz AG in this regard are excluded

12. Liability

12.1 If Mercedes-Benz AG must compensate for damages based on the statutory provisions and if such damages were caused by simple negligence (leichte Fahrlässigkeit), then Mercedes-Benz AG's liability shall be limited as follows: The liability will arise only when there has been a breach of material contractual duties, such as those that the contract seeks to impose on Mercedes-Benz AG based on its content and purpose or the fulfillment of which cannot even arise unless or until the contract is duly performed and upon which the Buyer can and should be able to routinely rely. This liability is limited to typical damages that were foreseeable at the time the contract was formed. The personal liability of the statutory representatives, vicarious agents and plant members of Mercedes-Benz AG for any damages that were caused by their simple negligence is excluded (disclaimed). The aforementioned limitation of liability and the aforementioned liability disclaimer do not apply to damages that are attributable to the grossly negligent or intentional violation of duties on the part of Mercedes-Benz AG, its statutory representative or its vicarious agent and do not apply to death, bodily injury and impairment of health.

12.2 Irrespective of any fault on the part of Mercedes-Benz AG, Mercedes-Benz AG shall remain liable for any fraudulent concealment of a defect, for the issuance of a guarantee or for a procurement risk and shall remain liable as prescribed under the Product Liability Act.

13. Assignment

Buyer may assign or delegate its rights and obligations under this Agreement only with the prior consent of Mercedes-Renz AG in textual form

14. Prices/Payment Terms

14.1 The purchase price is payable upon receipt of the invoice and has to be paid cashless. The prices listed in the applicable price list apply. Prices are net and exclusive of value added tax, which will be charged at the rate applicable on the date the purchase price is due.

14.2 The Buyer may offset its claims against claims by Mercedes-Benz AG only if the Buyer's counterclaim is uncontested or if a legally binding title exists. This excludes counterclaims of the Buyer from the same contract of sale. He can only assert a right of retention if it relates to claims arising from the same contractual relationship.

15. Return of the Systems

At the end of their use, the Systems can be returned to Mercedes-Benz AG. The costs incurred in returning the Systems will be borne by Buyer

16. Taxes

The Parties will take all measures in accordance with domestic law and the Treaty on the Avoidance of Double Taxation between Buyer's state and the Federal Republic of Germany ('the Treaty') to ensure a reduction of or exemption from taxes that might become payable in connection with these delivery terms.

All taxes or levies of any kind whatsoever in connection with payments made by Buyer and imposed on Mercedes-Benz AG by the German tax authorities will be borne by Mercedes-Benz AG. All taxes or levies of any kind whatsoever in connection with payments made by Buyer and imposed or to be paid in its home state will be borne by Buyer. The foregoing sentence does not apply to tax on income that is imposed or deducted at source in accordance with the Treaty

So far as Buyer is required to withhold taxes in accordance with the Treaty from the payments under these delivery terms, Buyer will do everything within its power to ensure that the payment to Mercedes-Benz AG is taxed at the reduced rate under the Treaty at the time of payment.

So far as the Treaty requires Buyer to withhold and pay over taxes from payments under these delivery terms, Buyer shall, without culpable delay, provide Mercedes-Benz AG with original tax receipts issued by the tax authority and any other documents that specify MercedesBenz AG as taxpayer and show the amount of tax paid, the tax law and the legal regulation on which such tax payment is based, the tax rate or the basis on which the tax payment is assessed, and the date on which the tax was paid.

If the documents of the tax authority are issued in a language other than German or English, Buyer agrees to have the documents translated into German or English at its own expense at the request of Mercedes-Benz AG and to have the correctness of such translation certified either officially or by a notary.

17. Place of Performance, Place of Jurisdiction and Governing Law

The place of performance is Stuttgart, and jurisdiction and venue shall lie with the competent courts of Stuttgart. The laws of the Federal Republic of Germany shall apply, to the exclusion of any conflict of law rules. The contracting parties agree to exclude the application of the uniform United Nations (UN) law of sales that is based on the UN Convention on Contracts for the International Sale of Goods of 11 April 1980

Mercedes-Benz AG, Retail Operations (GSP/OR) T&C XENTRY Diagnosis purchase, Last updated: 02/2021 (valid until revoked)

I Disagree

I Agree

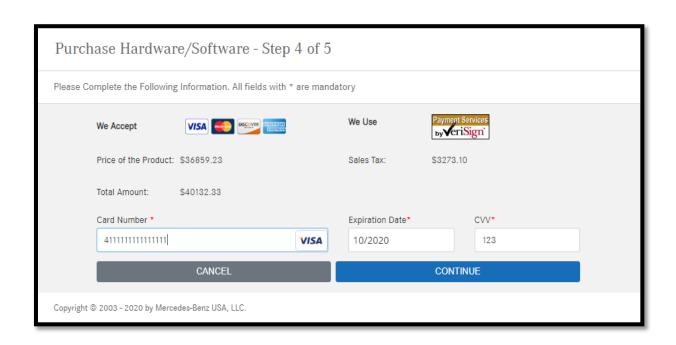
Copyright @ 2003 - 2022 by Mercedea-Benz USA, LLC.

Purchase Hardware/Software - Step 3 of 5 Please Complete the Following Information ✓ Auto Populate Middle Initial Prefix First Name* Last Name* Mr. Testuser C0X00805 Company Name* Street Address* 1 E 2nd St, New York xyz City* State* New York **NEW YORK** Zip Code* 10003 United States of America Phone* 1234567890 (Numbers only Please) (Numbers only Please) Email* no-reply@daimler.com CANCEL CONTINUE

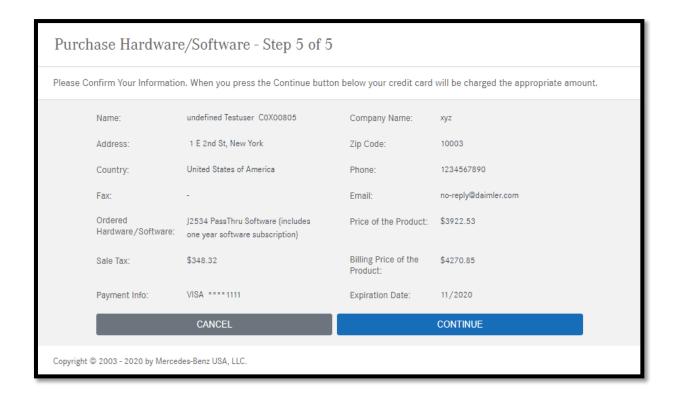
Step 5: User needs to fill the following information and click on "Continue".

Step 6: Enter card details for payment to proceed further.

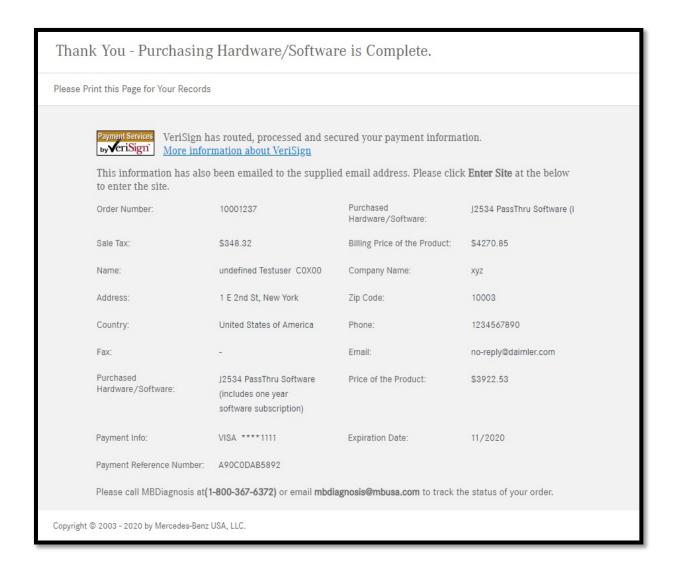
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Step 7: Click on "Continue" button to proceed further.

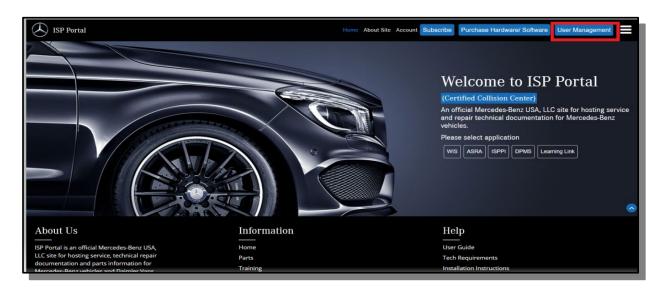


Step 8: "Thank you – Purchasing Hardware/Software is Complete" will display summary of purchase, which will be mailed to the provided email ID as well.

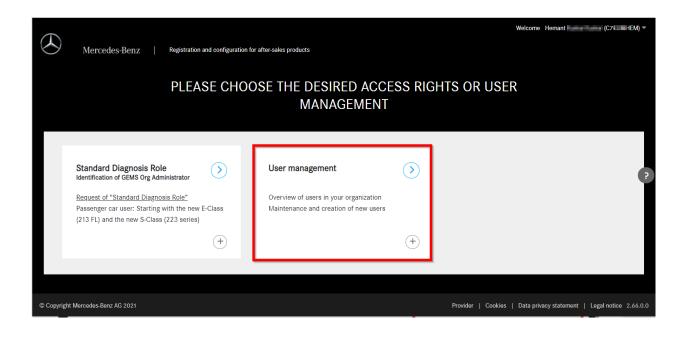


2.7.User Management

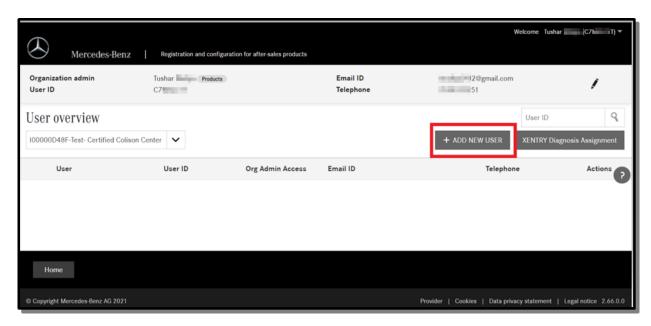
"User Management" button provides a way for organization admins to add a new user, delete a user, update user details, and remove authorized products from a user.



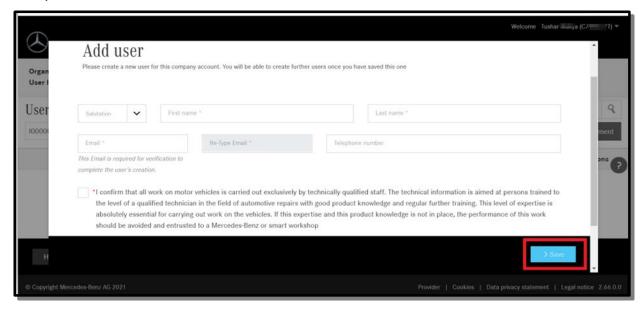
Step 1: Click on "User Management" to add, update or delete a user.



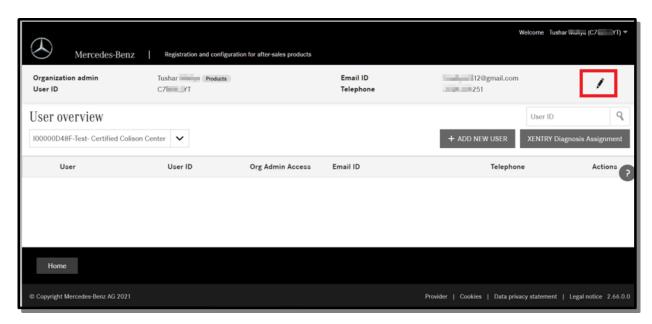
Step 2: Adding a new user: Click on "ADD NEW USER" to add a new user.



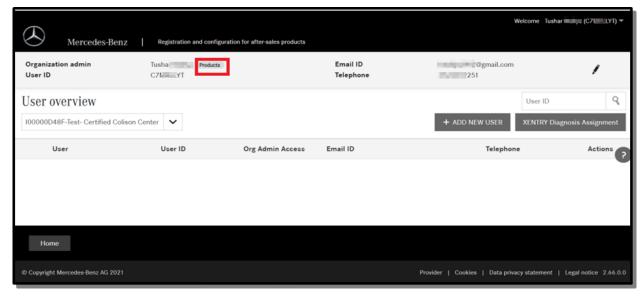
After clicking on "ADD NEW USER", user needs to fill the details like full name, email id and phone number. Then click on "Save" button to save the details of new user.



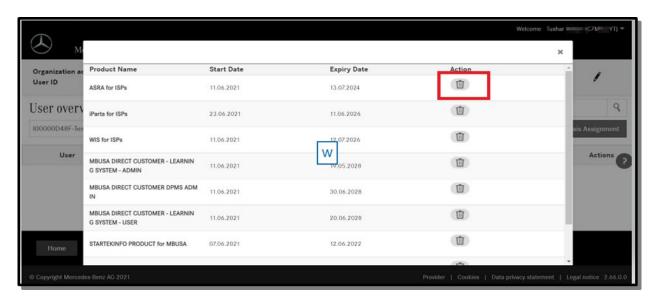
Step 3: Updating user details: Click on "Edit" to update the details of logged in user.



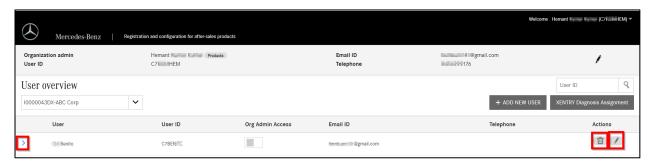
Step 4: Removing a product: Click on "Products" to remove access for one of your own authorized products.



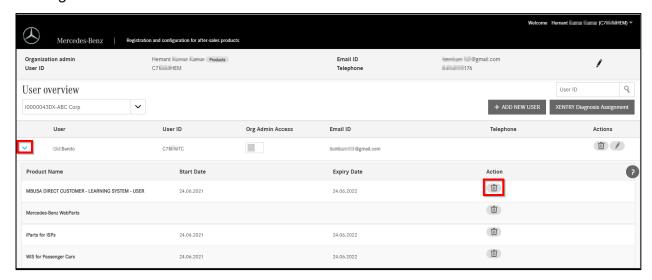
After clicking on this button, it displays the list of all the products along with their start date and expiry date. User can remove a product by clicking on the "Delete" icon.



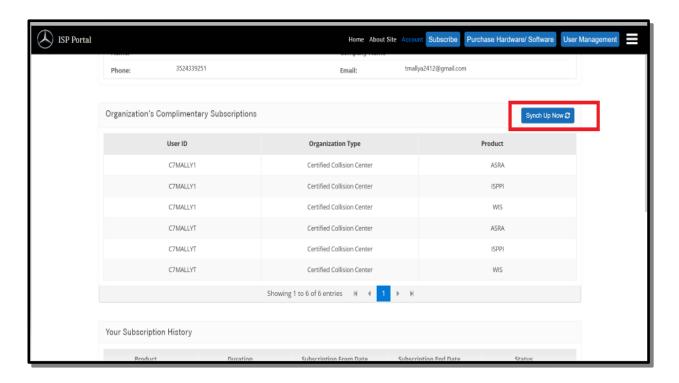
Step 5: An Org admin can click on expand icon against one of the organization's users to view the products authorized for that user. Admin can click the delete icon against one of users to delete the user from organization. Admin can also click the Edit/pencil icon to update details of the user.



Step 6: Admin can remove a product assigned to one of the organization's users by clicking the Delete icon:



Step 7: If an admin removes a product through the User Management function, and the product is offered on a limited complimentary subscriptions basis (for example two complimentary WIS subscriptions allowed for certified collision center organization) - it would be necessary for admin to go back to the Account page and synch up the subscriptions, in order for the removed product to not count against the organization's complimentary subscription limit. The "Synch Up Now" button in the "Accounts" section allows performing this synch up.



This will update product's remaining complimentary subscriptions for the organization, and next user who subscribes this product will receive it complimentary.

2.8. User Information

"User Information" bars on top right side of the screen let the user view name, phone, and email address on the account. It also provides user option to logout of the application.

