

**SERVICE AND DATA MANAGEMENT AGREEMENT**

Between

**RENAULT TRUCKS**

Simplified joint stock company with a capital of 50 000 000 Euros,  
RCS Lyon 954 506 077 – 99 route de Lyon – 69800 Saint-Priest – France  
Hereinafter referred to as « Renault Trucks » or « the Service Provider »

And

Name of the client (legal entity) : .....  
Registration number : .....  
Address : .....  
Country : .....  
Phone : .....  
E-mail : .....

**WHEREAS:**

Renault Trucks is a Volvo Group company, responsible for the marketing, sales and distribution of trucks and services. As such, Renault Trucks is responsible for setting up, maintaining, developing and supporting a distribution network which fully corresponds to Renault Trucks' strategy and which enables it to satisfy its customers.

Renault Trucks vehicles are equipped with on-board telematics systems as soon as they leave the factory, in order to meet the requirements of current regulations as well as changing needs, the dangers posed by cybercrime and the need for remote software updates. These systems also enable Renault Trucks to offer connected services, aimed at enabling customers to optimize the operation of their fleet of vehicles.

Information Services (as defined below) are provided by support organizations within the Volvo Group, including AB Volvo (publ.) and its subsidiaries (publ.), including, but not limited to, Volvo Group Connected Solutions AB in Sweden and India, Volvo Information Technology AB in Sweden and Volvo Technology Aktiebolag in Sweden.

In order to satisfy the above requirements, Renault Trucks, for its own account and for and on behalf of AB Volvo and all subsidiaries of AB Volvo ("the Volvo Group"), and the Customer (collectively the "Parties") agree as follows:

**Contents**

1. PURPOSES OF THIS AGREEMENT ..... 2  
2. INFORMATION SYSTEMS..... 2  
3. DATA PROTECTION AND PROCESSING ..... 2  
4. GENERAL CONDITIONS APPLICABLE TO SERVICES ..... 2  
5. DISABLING INFORMATION SYSTEMS..... 3  
6. LIMITATION OF LIABILITY ..... 3  
7. WARRANTIES..... 3  
8. GENERAL INFORMATION..... 4  
APPENDIX 1 : DESCRIPTION OF INFORMATION SERVICES..... 5  
APPENDIX 2 : OPTIFLEET SERVICES GENERAL CONDITIONS ..... 6  
APPENDIX 3 : PROVISIONS RELATING TO THE PROCESSING OF PERSONAL DATA ..... 10

## 1. PURPOSES OF THIS AGREEMENT

The purposes of this Connected Services and Data Management Agreement (the "**Agreement**") are as follows:

- a. To comply with regulatory requirements, including protection against cybercrime;
- b. Define the terms and conditions applicable to the provision, and termination, of services to the Customer in relation to any vehicle, involving the processing of information from the Information Systems (as defined below). These services to the Customer include, but are not limited to, the **Connectivity Native Package, and/or the Optifleet, and/or Optivision Service, and/or Truck Navigation, and/or Maintenance Management** and other similar platforms, portals and services ("**Digital Channels**"), and all services provided through the Digital Channels (together, the "**Information Services**"; "**Services**"). At the date of signature of this Agreement, the Information Services provided by Renault Trucks to the Customer are described in Appendix 1. Any subsequent subscription to Services by the Customer will be incorporated into this Agreement in the form of additional schedules subject to the conditions set out in this Agreement.
- c. Specify the conditions under which Renault Trucks collects, uses and shares data from Information Systems;
- d. Put in place appropriate contractual arrangements, as required by Article 28 of the EU General Data Protection Regulation 2016/679 (the "**GDPR**") or any other applicable law, for the purpose of governing the processing of Personal Data by Renault Trucks (as defined in the GDPR) on behalf of the Customer.

## 2. INFORMATION SYSTEMS

The Customer acknowledges that vehicles manufactured, supplied or marketed by any Volvo Group company are designed and manufactured as standard to be equipped with systems capable of collecting and storing information about the Vehicle (the "**Information Systems**"), including, but not limited to, information relating to the condition and performance of the Vehicle and information relating to the operation of the Vehicle (collectively the "**Vehicle Data**"). The Customer undertakes not to interfere in any way whatsoever with the operation of the Information Systems.

Notwithstanding any termination or expiration of this Agreement, the Customer acknowledges and agrees that Renault Trucks may: (i) access the Information Systems at any time (including remotely); (ii) collect the Vehicle Data; (iii) store the Vehicle Data on Volvo Group systems; (iv) use the Vehicle Data in order to provide services to the Customer, as well as for internal and other reasonable business purposes, including, but not limited to, research and development of products and services in order to, for example, improve and maintain the Services and develop new products and services, solve quality problems, accident investigation, warranty management and follow-up, regulatory and contractual compliance, marketing, charger and battery monitoring and proactive maintenance and diagnostics; and (v) share Vehicle Data within AB Volvo subsidiaries and with selected third parties, including, but not limited to, HCL Technologies Sweden AB in Sweden, HCL Technologies Limited in India, HCL Comnet in India and Amazon Web Services EMEA SARL in Luxembourg, as well as with selected third parties who will act as subcontractors (hereinafter the "Subcontractors") of Renault Trucks.

The Customer shall ensure that any driver or other person authorized by the Customer to drive the Vehicle: (i) is informed that personal information about him/her may be collected,

stored, used, shared and processed by Renault Trucks; and (ii) can access or receive a copy of the applicable Volvo Group Privacy Statement (available at: <https://www.volvogroup.com/en-en/privacy.html>).

Insofar as Renault Trucks is a data controller within the meaning of the GDPR, and certain data may be considered personal, the Customer undertakes to apply the legal bases for data processing relating to data subjects (e.g. consent, agreement, legal obligation), in particular and if necessary to obtain the consent of the persons concerned by the processing and to transmit this consent to Renault Trucks at the first request in this respect.

## 3. DATA PROTECTION AND PROCESSING

In connection with the provision of the Information Services, directly, or through its authorized dealers, as well as in connection with the operations of Renault Trucks, one of its authorized business partners or any third party providing services, such as repair, maintenance or other services (whether under warranty or not), Renault Trucks may process personal data within the meaning of the GDPR ("**Personal Data**"), and/or any other applicable law depending on the location of the Customer or the means of data processing, on behalf of the Customer, its affiliates or agents.

**With regard to this processing, the Parties agree that the Customer is the "Data Controller" and that Renault Trucks will act as the Customer's "Subcontractor" as provided for by the GDPR.**

Annex 3 to this Agreement (*Provisions relating to the processing of personal data*) sets out the general conditions applicable to this processing of Personal Data and applies whenever Renault Trucks processes Personal Data on behalf of the Customer.

The Customer undertakes to comply with applicable data protection laws, including, but not limited to, all obligations relating to the definition of a legal basis for the processing of Personal Data and the provision of information to data subjects under the GDPR, as well as similar obligations imposed by applicable legislation in other jurisdictions. To the extent permitted by law, the Customer shall indemnify Renault Trucks, its representatives and agents, and any third party acting on behalf of Renault Trucks, against any loss resulting directly or indirectly from the Customer's failure to comply with applicable data protection laws.

## 4. GENERAL CONDITIONS APPLICABLE TO SERVICES

4.1. The Information Services are described in Appendix 1. Renault Trucks will provide the Customer with the Information Services which the Customer has requested, or which Renault Trucks has offered to the Customer and which the Customer has agreed to receive, or for which the Customer has registered or subscribed via the Digital Channels, whether or not in return for payment.

4.2. The provision of Information Services may be subject to specific conditions set out in the Vehicle sales agreement or by separate agreement and relating, for example, to price and payment, subscription conditions and duration. Optifleet Services are subject to the general conditions described in Appendix 2 of this Agreement.

4.3 In the event of a conflict between the provisions of this Agreement and its special conditions, the special conditions shall take precedence and apply in place of the incompatible provisions of this Agreement, but the other provisions of this Agreement shall continue to apply.

4.4. The Customer undertakes not to distribute, retransfer, copy, publish, modify, enhance, reverse engineer, decompile or modify the Information Systems in any way whatsoever.

4.5. Renault Trucks may modify, upgrade, exchange or replace all or part of the Information Service without notice, as part of the continuous improvement process related to the Information System, or if necessary, to comply with any applicable legal or regulatory security requirements, or to add functionality that does not materially affect the quality or performance of the Information Services or the Vehicle.

4.6. The Customer's right to use the Information Systems is subject to the technical and legal availability of the Information Systems. The technical availability of the Information Systems depends on network availability and local satellite coverage. It may be disrupted by local obstacles (including, but not limited to, bridges, buildings and other physical barriers), atmospheric or topographical conditions and technical limitations (including, but not limited to, internal errors in any GPS system).

4.7. Renault Trucks disclaims any warranty or liability in respect of the security of mobile or wireless telecommunications or any other network used for the transmission of Vehicle Data and other information.

4.8. The Information Systems may not be available due to maintenance work. Details of planned maintenance work will, where possible, be published on the Digital Channels or otherwise communicated to the Customer. Renault Trucks undertakes to try to minimise disruption to the availability of the Information Systems.

The Customer shall comply with Renault Trucks' operating instructions and manuals relating to each Vehicle.

The Customer acknowledges that the Information Systems may not be available in all countries where they may be used.

4.9. Renault Trucks may suspend the Customer's access to the Information Services, or use the Information Systems to locate a registered Vehicle, if Renault Trucks reasonably believes that the Vehicle is not being operated by the Customer as a rightful owner or in accordance with applicable law or the terms and conditions of this Agreement, or any other agreement between the Customer and any entity of the Volvo Group.

## **5. DISABLING INFORMATION SYSTEMS**

At the Customer's written request, Renault Trucks will deactivate its remote access to the Information Systems for any Vehicle designated by its identification number (the "VIN"), at the Customer's expense and without undue delay (the "Vehicle Deactivation"). Insofar as Vehicle Deactivation is to be carried out by a Renault Trucks approved workshop, the Customer shall be responsible for the delivery of the designated Vehicle(s) to one of such workshops for Deactivation.

For the avoidance of doubt, Vehicle Deactivation will not prevent (i) remote access to the Information Systems if required by applicable law; or (ii) access to the Information Systems via a plug-in device, including but not limited to TechTool, for the purposes of repair and maintenance or warranty work; or (iii) access if required by applicable law.

The Customer acknowledges that Deactivation of the Vehicle will result in Renault Trucks being unable to provide Information Services relating to the deactivated Vehicle. The Customer therefore acknowledges and accepts that the Deactivation of the Vehicle will automatically terminate any Service Agreement entered into between the Customer and Renault Trucks and/or any Volvo Group entity and the Customer, without any liability on the part of any Volvo Group

entity, in respect of the Information Services relating to the deactivated vehicle.

At the Customer's written request, Renault Trucks will reactivate its remote access to the Information Systems for any designated vehicle, by reference to the VIN, and at the Customer's expense (the "Vehicle Reactivation"). Unless Renault Trucks is able to carry out the Vehicle Reactivation remotely, any Vehicle Reactivation must be carried out by a workshop approved by Renault Trucks. As such, the Customer will be responsible for the delivery of the designated Vehicles to the workshop determined for the purpose of Reactivation. In the event of Reactivation of a Vehicle, the terms and conditions of this Agreement and any other service agreement will apply to the provision of any Information Service relating to that Vehicle.

## **6. LIMITATION OF LIABILITY**

Except as otherwise provided in the specific terms and conditions relating to the provision of the Information Services, Renault Trucks' maximum total liability under this Agreement for claims arising in any calendar quarter (whether in contract, tort, negligence, statute, proceeding or otherwise) shall not exceed one hundred percent (100%) of the fees paid by the Customer for the Information Services in the calendar quarter in which the claim arose.

Renault Trucks shall not be liable (whether in contract, tort, negligence, statute, proceeding or otherwise) for any loss of profit, business or time or for any costs of reconstruction or recovery of data, whether such loss arises directly or indirectly and whether Renault Trucks was aware of its possibility or not, nor for any consequential or indirect loss.

Renault Trucks shall not be liable for any loss or damage of any nature whatsoever caused by acts or omissions of the Customer, including, but not limited to, the Customer's failure to comply with data protection laws.

Renault Trucks will not be held responsible for any loss or damage suffered by the Customer, of whatever nature, caused by a breakdown or stoppage of the public communication systems on which the provision of the Information Services may depend.

The Customer acknowledges and agrees that: (i) he/she has no contractual relationship with the provider of mobile and wireless services used for the transmission of data and information, (ii) he/she is not a third party beneficiary of any agreement between Renault Trucks or any of its subsidiaries and the supplier, (iii) the supplier has no liability whatsoever to the Customer, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, (iv) messages and any other information or data may be delayed, deleted or undelivered, and (v) the supplier cannot guarantee the security of wireless transmissions and shall not be liable for any breach of security in connection with the use of the Information Services.

## **7. WARRANTIES**

The Customer warrants that it has, and shall have at all times during the term of this Agreement, all consents, permissions, licenses and authorizations necessary to secure the use of the Information Services, Information Systems and Digital Channels, in compliance with all applicable laws and regulations.

Any legal or manufacturer's warranty rights are limited to those provided in connection with the specific Information Services purchased separately by the Customer. These warranty rights do not cover any other Information Services, nor the operability of the Information Systems.

Renault Trucks hereby excludes, to the fullest extent permitted by law, all conditions, warranties and stipulations, express (other than those set out in this Agreement), implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the Customer.

Date, place: .....	
Name:.....	
Title: .....	

**8. GENERAL INFORMATION**

8.1. By signing this Agreement or by downloading, accessing, installing or otherwise using the Information Services, the Customer acknowledges that it: (a) has read and understood the Agreement; (b) has all necessary authorizations or consents to enable it to enter into the Agreement (including when entering into the Agreement on behalf of other group entities) and to enable the Volvo Group to undertake the activities contemplated by the Agreement; and (c) agrees to be bound by its terms and conditions, as amended from time to time, in lieu of any Telematics Services Agreement or Data Management Agreement previously entered into between Renault Trucks and The Customer.

8.2. Renault Trucks may amend the terms and conditions of this Agreement by publishing a new version at the following address:

Africa	<a href="https://www.renault-trucks.africa/en-afr/dma">https://www.renault-trucks.africa/en-afr/dma</a>
Middle East	<a href="https://middle-east.renault-trucks.com/en-mea/data-management-agreement">https://middle-east.renault-trucks.com/en-mea/data-management-agreement</a>
Morocco	<a href="https://www.renault-trucks.co.ma/fr-ma/dma">https://www.renault-trucks.co.ma/fr-ma/dma</a>
Turkey	<a href="https://www.renault-trucks.com.tr/dma">https://www.renault-trucks.com.tr/dma</a>
Tunisia	<a href="https://www.renault-trucks.tn/l/mentions-legales">https://www.renault-trucks.tn/l/mentions-legales</a>
Chile	<a href="https://www.renault-trucks.cl/dma">https://www.renault-trucks.cl/dma</a>

Except in the case of substantial modification, in which case the Customer must give his express consent, the Customer will be deemed to have accepted the new conditions if he has continued to use the Information Services for three (3) months after the publication of these new conditions, without having expressed any objection to Renault Trucks.

8.3. The construction, existence, performance, validity or any other aspect of this Agreement or any condition of this Agreement shall be governed by French law.

The French courts shall have exclusive jurisdiction to settle any dispute arising out of or relating to this Data Management Agreement.

8.4. If any provision or part of this Agreement is found by any court, administrative body or competent authority to be illegal, invalid or unenforceable, such provision shall, to the extent required, be deleted from this Agreement and rendered inoperative without, to the extent possible, modifying any other provision or part of this Agreement. The other provisions of this Agreement shall not be affected and shall remain in full force and effect.

8.5. Renault Trucks shall have the right to transfer this Agreement at any time to any entity of the Volvo Group. The Customer consents to such transfer and releases Renault Trucks, in advance, from any claims relating to such transfer.

If you do not agree to the terms and conditions of this Agreement (or any modifications to this Agreement), you must not sign this document or download, access, install or otherwise use the Information Services.

CUSTOMER:  _____ (signature)	RENAULT TRUCKS
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## **APPENDIX 1: DESCRIPTION OF INFORMATION SERVICES**

The Renault Trucks Information Services range includes five (5) different services:

- Connectivity Native Package (I) ;
- Optifleet Service (II) ;
- Optivision Service (III) ;
- Truck Navigation (IV) ;
- Maintenance Management (V).

The range of Services may be updated from time to time by Renault Trucks.

### **I- CONNECTIVITY NATIVE PACKAGE SERVICE**

The Connectivity Native Package (hereinafter the "Connectivity Native Package") is a connected service of telematic data obtained during the use of the Vehicles by the Customer. This data will be used by Renault Trucks and/or the after-sales teams of its authorized dealers to increase the uptime of the Customer's vehicles and trucks.

The Connectivity Native Package includes the following functionalities:

- ❑ Connected PMS (Personalized Maintenance Schedule): weekly updates of odometer, engine hours and fuel consumption to remotely adapt the vehicle's maintenance schedule.
- ❑ Remote: reading of fault codes (CD), programming of parameters and remote software campaigns.

The features of the Connectivity Native Package may, at Renault Trucks' discretion, be enhanced or modified over time to improve the efficiency of the Customer's operations.

The Connectivity Native Package is included as standard in all Renault Trucks T, C and K vehicles manufactured from 2021 onwards. Some vehicles manufactured before 2021 may be fitted at the customer's request.

### **II- OPTIFLEET SERVICE**

Renault Trucks guarantees the Customer, via Optifleet, access to and use of the telematic data obtained from the Customer's operation of the Vehicles.

This data will be used to execute the Optifleet services, which comprise distinct service offerings (hereinafter, individually or together, the "Service Offering(s)") to which the Customer may subscribe:

- The "Check" module: monitoring of vehicle technical data, environmental data, mileage records and the driving behavior analysis algorithm;
- Map" module: vehicle location, route analysis and geobarrier alerts;
- The "Drive" module: vehicle and driver activity times when a digital controller is installed;
- The "Health" module: dashboard alerts;
- Safety" module: monitoring the use of vehicle safety features.

Once subscribed, the data will be accessible to the Customer:

- In the form of an API (Application Programming Interface) that has undergone preliminary testing governed by the general conditions of use of the portal provided by the service provider for this purpose;

- On the www.optifleet.net website (the "Website");
- On mobile applications;
- Where applicable, in the form of documents obtained from the analysis of said data.

All Renault Trucks T, C (2.5 m) and K vehicles leaving the factory after June 2017 and Renault Trucks C cab 2.1, Renault Trucks D and Renault Trucks D Wide leaving the factory after December 2018 will be pre-equipped with the telematics box as standard. Other trucks may require an upgrade and/or installation of the telematics box ("Retrofit Activation").

However, Optifleet Services must be activated by taking out a monthly or prepaid subscription to one of the Service Offers described above. The financial terms are defined in the sales contract/order form for the Vehicle concerned, and the subscription conditions are defined in Appendix 2 of this Agreement.

It is specified that any retroactive activation of Optifleet Services is the subject of a separate Agreement between the Parties, which mentions all the financial conditions linked to the retroactive sale. This contract will be incorporated into the present Agreement.

### **III- OPTIVISION**

Optivision is a predictive cruise control system that uses road topography to optimize gear selection and reduce fuel consumption, by storing data directly in the vehicle.

Vehicles are not pre-equipped with Optivision. Optivision must have been specifically mentioned and requested by the Customer in the sales agreement or order form duly signed by the Customer and Renault Trucks.

### **IV- TRUCK NAVIGATION**

Truck navigation is a navigation system available for TCK vehicles, enabling the driver to be guided to his destination, taking into account traffic conditions, congestion and HGV restrictions.

Vehicles are not pre-equipped with Navigation. This option must have been specifically mentioned and requested by the Customer in the sales agreement or order form duly signed by the Customer and Renault Trucks.

### **V- MAINTENANCE MANAGEMENT**

Maintenance Management is a remote usury monitoring system for components such as APM, Clutch, Brake Disc and Battery (this list may evolve depending on vehicle options and new monitoring capabilities for other components).

This monitoring enables an usury alert to be triggered remotely, anticipating the stop of the vehicle.

## **APPENDIX 2: OPTIFLEET SERVICES GENERAL CONDITIONS**

The Service Provider and the Customer agree to enter into an "Optifleet" telematics services contract ("**the Agreement**") enabling the Customer to benefit from the services subscribed to by the latter and described in the General Terms of Services ("**GTS**") set out below.

The special conditions of the Optifleet telematics services agreement, such as the description of the services subscribed to and the financial terms, are defined in the sales contract/order form for the Vehicle concerned (prepaid subscription) or in a separate agreement in the event of retroactive activation of Optifleet Services (hereinafter the "**Specific Conditions**").

- The Customer undertakes to use the Services in accordance with the recommendations issued by the Service Provider and the conditions of use and access set out herein.
- The Customer declares that he/she has read and accepts the GTS attached to this Agreement.
- The Customer authorizes the transfer of information to Renault Trucks, its sales network and Volvo Group companies or third party business partners inside and outside the EU.

### **1 – PURPOSE OF THE AGREEMENT**

In order to assist customers in their daily operations, the Service Provider proposes Optifleet, the on-board IT solution for real-time fleet tracking and management. The purpose of these General Terms and Conditions of Services ("**GTS**") is to define the conditions under which the Customer is granted a non-transferable and non-exclusive right to use and access Optifleet telematics services ("**Services**"), as described in the Specific Conditions.

The Service Provider and the Customer are hereinafter referred to collectively as the "Parties" and individually as the "Party".

### **2 – PRESENTATION OF SERVICES**

2.1 The Service Provider grants the Customer (who accepts) the right to access and use certain telematic data obtained in the course of the Customer's operation of the vehicles. This data will be used to execute the Optifleet Services, which include distinct service offers (hereinafter, individually or collectively, the "**Service Offer(s)**") to which the Customer may subscribe:

- **CHECK** Module: This Service Offering covers the monitoring of vehicle technical data, environmental data, mileage readings and driving behavior analysis algorithms.
- **MAP** Module: This Service Offering includes vehicle location, so that routes can be displayed. MAP+ is only available with the MAP module. This option can be used to obtain high-frequency position and a better analysis of geographical obstacles.
- Other modules: additional data modules can be created to offer customers new services.

The scope of the Services provided under this Agreement covers the Service Offering(s) to which the Customer has subscribed and which are registered in accordance with the Optifleet registration procedure.

Each Service Offering proposed to the Customer includes access to the Services and the communications required for data transfers between the equipped vehicles and the computer server hosting the Customer's data.

2.2 Once the Service Offering(s) has been subscribed to, the data can be accessed by various means:

- an API (Application Programming Interface) subject to preliminary tests governed by the general conditions of use of the portal provided for this purpose by the Service Provider;
- a website [www.optifleet.net](http://www.optifleet.net) ("**Website**"), on which data is formatted and then interpreted using algorithms;
- mobile applications;
- where applicable, documents obtained from the analysis of such data.

2.3 The various Service Offerings and the means of accessing the data together form the Optifleet service system ("**Optifleet Services System**").

This Optifleet Services System may, at the discretion of the Service Provider, be upgraded or modified over time, so that the Customer can access new data/features to optimize its operations.

2.4 The compatibility of vehicles with the equipment corresponding to the Service Offering(s) must be confirmed in advance by an approved member of the Service Provider's network.

### **3 – RECORDING AND PROCESSING INFORMATION**

To the extent permitted by law, the Customer authorizes the Service Provider to use information about the Customer that may be necessary to perform, develop and manage the Services.

Certain data is collected, stored, processed, tracked, analyzed and sent interactively by the Optifleet Services System to the Service Provider. The Service Provider may also obtain data via diagnostic tools, e.g. TechTool, at workshop and dealer level. The Customer agrees to the use of the TechTool tool for the collection of data from the vehicle (including personal data) and for diagnostics and related maintenance.

The Service Provider may then process this data in its systems in order to provide the Services covered by this Agreement, depending on the level of Service chosen by the Customer.

The performance of the Services requires the transfer of data to third-party service providers, including dealers/importers, workshops and IT suppliers authorized by the Service Provider.

The Service Provider may also process such data for its own internal purposes, within the scope of its business, including but not limited to Product and Service Research & Development, quality improvement, accidentology monitoring, warranty, product conformity management, marketing, diagnostics and maintenance. The Customer accepts that, in doing so, data may be shared or transferred between the Service Provider, its sales network, Volvo Group companies or other third party business partners inside or outside the EU.

By signing this Agreement or by downloading, installing or accessing the Services, or by using the Services or the Web Site, The Customer acknowledges having read and understood this Agreement, in that it authorizes the Service Provider to process the data for its internal purposes as defined above as well as to meet its legal obligations.

By signing this Agreement or by downloading, installing or accessing the Services, or by using the Services or the Web Site, the Customer acknowledges that he/she has read and understood this Agreement, that he/she has all the authorizations necessary to enter into it and to allow the Service Provider, its sales network and the Volvo Group companies to undertake the activities and Services provided for in the Agreement; he/she acknowledges that the Conditions of the Agreement are enforceable against him/her.

### **4 - TRANSFER**

4.1 The Services are exclusively reserved for use by the Customer, i.e. the company signing this Agreement. The Customer shall not assign, transfer, sell, sublease or sublicense all or any part of the Services to any third party whatsoever without the prior written consent of the Service Provider; "third party" includes, but is not limited to, the Customer's subsidiaries and parent company.

4.2 The Service Provider is authorized to sell, delegate, license or subcontract all or part of its rights or obligations under this Agreement.

### **5 – DURATION AND TERMINATION OF THE AGREEMENT**

5.1 This Agreement shall take effect on the date of its signature by the Parties ("**Effective Date**"), in accordance with the Financial Conditions and the Term set out in the Specific Conditions.

5.2 The Services will be available on the Effective Date, upon activation of the Services by the Service Provider, the Authorized Service Provider or the Customer on the Web Site, for each vehicle concerned.

5.3 In the case of Monthly Payment (Option 1 - indefinite duration), either Party may terminate this Agreement in writing or by registered mail with acknowledgement of receipt, subject to one month's notice.

5.4 In the case of a prepaid subscription (Option 2), and unless terminated in advance in accordance with Articles 5.5 and 5.6, the present Agreement will automatically terminate, without further formality on the part of either Party, on the Expiration Date defined in the Specific Conditions.

Notwithstanding the foregoing, sixty (60) days prior to the Expiration Date, the Service Provider will inform the Customer of the possibility of extending the Agreement. With the Customer's agreement, the Agreement will be extended for an indefinite period and, unless otherwise agreed between the Parties, the "Monthly Payment" conditions described in this Agreement will apply.

5.5 If either Party fails to comply with any of its obligations hereunder, the aggrieved Party may send the defaulting Party formal notice to comply with its contractual obligations. If the defaulting Party fails to remedy the breach within thirty (30) days of the formal notice, the aggrieved Party may terminate the Agreement with immediate effect and without the need for legal action, notwithstanding the payment of damages.

5.6 Notwithstanding the foregoing, if the Customer fails to fulfil its obligations under Articles 4, 6 and 7 of this Agreement, the Service Provider may terminate this Agreement with immediate effect and without the need for legal action, in writing or by registered mail with acknowledgement of receipt, notwithstanding payment of damages.

5.7 In the event of termination or expiration of the Services under this Agreement, and subject to the provisions of this Article 5 where applicable, the Service Provider or Authorized Service Provider will deactivate the vehicles.

5.8 In the event of termination of the Services subscribed to under this Agreement, for whatever reason, the Customer shall immediately pay any amount due.

5.9 The Customer undertakes to inform the Service Provider in writing if he sells or transfers ownership of the vehicle to a third party.

## **6 – RIGHTS AND CONDITIONS OF ACCESS AND USE OF SERVICES BY THE CUSTOMER**

6.1 The Customer expressly acknowledges that the Agreement grants him/her only the right to access (and use) the Services to which he/she has subscribed.

6.2 The right to access (and use) the Services depends on the technical availability of the telematics system, which in turn depends on the availability of satellite and network coverage, and may be affected by local obstacles (e.g. bridges, buildings, etc.), atmospheric or topographical conditions and technical limitations (e.g. inherent errors in the GPS system).

6.3 The telematics system may not be available due to maintenance operations or the elimination of errors in the system's technical components. The Service Provider and/or the Authorized Service Provider shall not be liable for any indirect loss or damage suffered by the Customer as a result of a malfunction of the telematics system and the Services.

6.4 The granting of the right to access and use the Services does not constitute a transfer of ownership rights to the Customer.

In particular, the Customer hereby acknowledges that he has not received a license to use the RENAULT trademark or any other trademark, name or distinctive sign included in the Optifleet Services System.

6.5 The Customer therefore undertakes to comply with the conditions of use described below:

6.5.1 The Customer must not use the Services, in any form whatsoever, for the purpose of receiving or sending data in violation of applicable legal, regulatory or contractual provisions.

6.5.2 In particular, the Customer undertakes not to:

- Upload, send or transmit data or content that is unlawful, harmful, offensive, defamatory, libelous, vulgar, obscene, racist or constitutes a threat to the privacy of others or incitement to hatred, or deemed objectionable for any other reason whatsoever;
- Restrict or disrupt servers or networks connected to the Services, or refuse to comply with any requirements, procedures, general rules or regulations applicable to such networks;
- Use its hosting site (or repository) as a means of storing remote downloads or as a gateway or pointer to another Web page (with the exception of its own Web page).

6.6 It is the Customer's responsibility to provide accurate and timely information in connection with any registration, cancellation or other procedures relating to the Services and/or any recording of data relating to each vehicle. In particular, the Customer assumes sole responsibility for the following activities:

- (i) ensuring that all measures necessary for the collection, processing, use, communication or transfer abroad of data relating to the Services have been taken;
- (ii) inform the Service Provider and the Authorized Service Provider of any sale or change of ownership of a registered vehicle;
- (iii) request, in good time, the cancellation of a registered vehicle if the Customer is no longer the owner of a registered vehicle or if the vehicle is no longer available to the Customer;
- (iv) limit access to passwords and identifiers enabling access to and use of the Services to authorized users only;

(v) to fully inform users of the vehicle and the Services of the instructions for use of the Services and to ensure compliance with these instructions; and

(vi) refrain from and ensure that vehicle users refrain from using the Optifleet Services System in violation of applicable laws or for illegal or abusive purposes.

6.7 For the duration of this Agreement, the Customer is prohibited from modifying, altering or copying the systems and software included in the Services. Furthermore, the Customer shall refrain from distributing, retransferring, copying, publishing, modifying, improving or altering, including by means of reverse engineering, the information and content provided as part of the Optifleet Services System.

6.8 The content of the Services, including databases, data, cartographic information, geographic coordinates (x, y), illustrations, logos and trademarks, are protected by copyright and other intellectual property rights. It may not be copied, reproduced, published, downloaded, broadcast, transmitted or distributed by any means whatsoever. Printouts and exports of data from the Web Site or application pages, if any, are not affected by this prohibition, provided that they do not go beyond the scope of the Customer's use of the Services, except for marketing purposes.

6.9 The Customer also refrains from carrying out any work on the vehicles which may interfere with the proper functioning of the Services.

6.10 The Customer shall inform users, including drivers, that the Services may only be used when the vehicle is stationary, in order in particular to maintain their vigilance and not to disturb their attention.

6.11 The Parties hereby agree that the provision of the Services and the sharing of technical data relating to the vehicles with the Service Provider and/or Authorized Service Provider do not relieve the Customer (or the users) of its (their) exclusive responsibility to maintain these vehicles or, in the event of an emergency, to take the necessary measures to ensure their safety.

6.12 Telecommunication operators ("Operators") are obliged to the Service Provider to do their utmost to provide a high quality service. However, data and information will be provided "as is".

The Customer acknowledges the following: (1) it has not entered into a contract with the underlying wireless operator, (2) it is not a third party beneficiary under any contract between the Service Provider or any Volvo Group company and the underlying operator, (3) the underlying operator has no liability whatsoever to the Customer, whether for breach of Agreement, warranty, negligence or strict liability in tort or otherwise, (4) messages may be delayed, deleted or not delivered, and (5) the underlying operator cannot guarantee the security of wireless transmissions and shall have no liability for any security failure in connection with the use of the Services.

6.13 Neither the Service Provider nor the Operators nor the Authorized Service Provider shall be held liable in the event of contamination of the Customer's computer equipment as a result of the propagation of a virus or other digital infection. It is the Customer's responsibility to take all appropriate measures to protect his own data and/or software from contamination by a virus circulating on the Internet.

6.14 The Customer acknowledges that he/she is aware that the Services include elements belonging to the Service Provider as well as to third parties (Operators and others).

Consequently, the Customer undertakes to respect and ensure that all persons working on the systems and software respect the property rights attached thereto.

In particular, the designation number and password communicated to the Customer by the Service Provider (or Authorized Service Provider) are confidential and personal, and the Customer is solely responsible for their access and use. In any event, the Service Provider does not give any guarantee concerning the data transmitted under this Agreement; it is the Customer's responsibility to verify their accuracy, authenticity, credibility and the use/exploitation made of them.

6.15 The Service Provider and/or Authorized Service Provider cannot be held responsible for the IT infrastructure installed on the Customer's site. The Customer assumes sole responsibility for backing up his data and protecting it by appropriate digital means.

The Service Provider and/or Authorized Service Provider cannot be held responsible for hacking of the Optifleet Services System or any fraudulent use of data by a third party.

6.16 The Customer's obligations hereunder shall remain valid for a period of 10 years following the expiry of this Agreement.

6.17 In the event of a breach by the Customer of its obligations, the Service Provider declines all responsibility for the malfunctioning of the Services. Where applicable, the Customer shall be solely liable for all consequences of such failure with regard to the rights of third

parties, in particular those of Operators (suppliers of communications, cards, etc.).

6.18 The Customer is aware that the availability of the Services is limited to the countries covered by the Operators.

This coverage may change depending on the agreements entered into with the Operators and the obtaining of the certificates/authorizations required for the use of telematic services and equipment for the country concerned. The Service Provider and/or Authorized Service Provider cannot be held responsible for this development and for the use of the Services outside the countries referred to above.

6.19 The Service Provider reserves the right to make any necessary changes to the Services and the means of accessing them in order to comply with applicable security requirements, including legal or regulatory requirements; such changes will have no physical impact on the quality or performance of the Services.

6.20 The Customer acknowledges that he/she is aware of the obligation to comply with all social obligations imposed by applicable regulations. The Customer shall be responsible for all consultations, notifications and authorizations required from employee representatives or other competent bodies.

## **7 – FINANCIAL CONDITIONS**

7.1 The price of the Services, exclusive of VAT, will be determined by the Parties and paid by the Customer in accordance with the payment terms shown on the invoice.

7.2 The price applicable to the current Agreement may be adjusted in order to reflect general changes in the prices applicable by the Operators or in the exchange rate, and to pass on such differences in a fair and equitable manner, provided that the general structure of the Agreement is not called into question.

7.3 In the event of direct debit, the Agreement must be accompanied by a direct debit authorization completed and signed by the Customer on the date the Agreement is signed, together with all the necessary bank details.

7.4 In the event of non-payment by the due date, and subject to formal notice to pay, a penalty may be applied to overdue amounts.

In the event of non-payment of the invoice on the due date, the Service Provider shall have the right to suspend the provision of the Services until full payment of the amounts due and to terminate the Agreement in accordance with the terms and conditions set out in Article 5.6.

7.5 If the Optifleet equipment is moved (transfer of the vehicle within the Customer's fleet), the costs of removal/reinstallation of the equipment and management costs will be borne by the Customer.

### **7.6 Special conditions governing Monthly Payment**

7.6.1 Invoices will be issued for each month commenced.

### **7.7 Special conditions governing prepaid subscriptions**

7.7.1 The Customer may opt for prepayment of Services. If the Customer orders a new vehicle, the subscription fee will be included in the sale price of the vehicle and the special conditions defined below will apply.

7.7.2 The subscription period begins the month following the vehicle's registration on the Optifleet portal.

7.7.3 All costs not covered by the prepayment (e.g. additional Service Offers) will be invoiced to the Customer on the basis of the Optifleet rates provided by the Service Provider and agreed with the Customer.

7.7.4 If the Customer wishes to cancel or modify a prepaid subscription, he/she is not entitled to any refund, even partial, for such cancellation or modification.

Any request for modification will give rise to a new subscription and the application of a new Optifleet Agreement.

7.7.5 All necessary vehicle registration information must be provided by the Customer within one year of vehicle invoicing, in order to benefit from the prepaid period.

## **8 – LIMITATION OF THE SERVICE PROVIDER'S LIABILITY**

8.1 The Parties expressly agree that the Service Provider is bound by an obligation of means with respect to all the obligations referred to herein.

8.2 The Customer accepts the Optifleet Service System (including all analyses, documentation, functions, software) "as is" and with all faults. No representations or warranties are made to the Customer regarding any aspect of the Optifleet Service System.

8.3 The Customer uses the Services under its sole responsibility and any possible recourse against the Service Provider and/or Authorized Service Provider is excluded.

Neither the Service Provider nor the Operators shall be liable for any claims involving contractual or criminal liability, or claims for direct or indirect damages of any nature whatsoever or for any loss, particularly of a financial or commercial nature, resulting from the use or interruption/termination of the Services or any information obtained by means of these Services.

8.4 The Service Provider's liability is excluded in particular in the following cases:

- force majeure or any event beyond the control of the Service Provider ;
- a service failure or other malfunction beyond the control of the Service Provider, in particular concerning the communications network (in particular the coverage and availability of the Operator's GPRS data network);
- breakdown or immobilization of the public communications systems on which the provision of Services depends;
- unsuitability of the Services for the Customer's specific purposes;
- unauthorized work carried out by the Customer and/or a third party on equipment, systems or software;
- anomalies generated by another application;
- incorrect data, delays, omissions or inaccuracies, insofar as the Service Provider cannot guarantee the accuracy, relevance, up-to-dateness or fitness for a particular purpose of all information and data collected and transmitted to the Customer.

8.5 The Service Provider disclaims all warranties, express or implied, with respect to the Optifleet Service System, including any warranty of merchantability or fitness for a particular purpose. The Service Provider shall not be liable for any damages or injury directly or indirectly caused by the use of the Optifleet Service System, including but not limited to direct and indirect damages, lost profits, loss of business, additional management time or the cost of rebuilding or recovering data.

8.6 In any event, if the Service Provider is found liable on any grounds whatsoever under this Agreement, the Customer's right to compensation shall be limited to an amount not exceeding the monthly fee payable for the Services.

8.7 The Customer warrants that, for the duration of the Services, it is in possession of all consents, permits, licenses and authorizations required to use the Optifleet Services System in compliance with all applicable laws and regulations. The Customer shall ensure that personal data relating to the Telematics Services is processed in strict compliance with all applicable data protection laws and regulations, including the General Data Protection Regulation ("GDPR"), and assumes responsibility in this regard. This includes information relating to the driver of a registered vehicle and any other persons, as well as obtaining the required consents.

The Service Provider shall not be liable for any loss or damage of any kind caused by acts or omissions of the Customer, including the Customer's failure to comply with the GDPR or any other applicable law.

## **9 – ASSIGNMENT OF SERVICE TO VEHICLE(S)**

Following signature of this Agreement by the Parties, the Services will be assigned by activation of each vehicle on the Website.

The Customer may carry out the following operations at any time:

- activate additional vehicles, subject to equipment compatibility and payment of additional fees;
- deactivation of vehicles;
- modify the Services, subject to equipment compatibility and the terms of this Agreement (in particular article 7.7).

The Customer is solely responsible for carrying out the above operations; he may, however, request assistance from the Service Provider or Authorized Service Provider.

Deactivation of all vehicles by the Customer automatically terminates the Agreement, subject to articles 5.3, 5.4 and 5.8.

## **10 – TRANSFER OF THE VEHICULE TO A THIRD PARTY**

The Customer is obliged to inform the Service Provider and Authorized Service Provider immediately if a registered vehicle is transferred to a third party or used by a third party other than temporarily. Prior to such transfer, the Customer shall ensure that the third party who is to use the Services (including Prepaid Services)



complies with the terms of this Agreement and registers the Services with the Service Provider. The Customer shall inform the Service Provider of any obstacles, problems or circumstances that may prevent the Service Provider from processing the data.

## 11 - JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of France, excluding its conflict of law provisions.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be submitted in the first instance to the jurisdiction of the Commercial Court of Lyon, France.

## 12 - INDEPENDANCE OF CLAUSES – ENDORSEMENTS

This Agreement represents the entire agreement between the Parties. In the event of any contradiction between this Agreement and any of its appendices (if any), the Agreement shall prevail, unless the Parties unequivocally express the wish to depart from it.

The Customer expressly undertakes not to apply its own general terms and conditions of purchase in connection with this Agreement.

Any amendment to the Agreement must be in writing and signed by duly authorized representatives of both Parties.

If any provision of the Agreement is held to be invalid in whole or in part, such invalidity shall not affect the validity of the remaining provisions.

## 13 – FORCE MAJEURE

Neither Party shall be liable for any delay in performance or non-performance of the Agreement if such performance is delayed or prevented by circumstances beyond its control, such as war, epidemic, amendment, compliance with a governmental decision, legal prohibition for the Service Provider to carry on its business (including due to a decree, regulation, ordinance. ), mobilization, riot, strike or similar circumstance, provided that the Party thus prevented from performing its obligations immediately informs the other Party of this situation and takes all reasonable measures to overcome the situation and limit its consequences.

In the event that one of the Parties is unable to perform its obligations under the Agreement as a result of the above circumstances, the Agreement shall be suspended. Should this suspension exceed three months, the Agreement may be automatically terminated by either Party.

## 14 – DATA PROTECTION

In the course of providing the Services, the Service Provider and/or Authorized Service Provider will process data on behalf of the Customer, some of which may be described as "personal data". The Service Provider and the Customer must ensure the protection of such data with regard to the General Data Protection Regulation (Regulation No. 2016/679 or "GDPR") and any applicable law depending on the location of the Customer or the location of the means of data processing.

Where the Service Provider processes personal data on behalf of the Customer in connection with the provision of Services to the Customer, the Customer is the Data Controller and the Service Provider is the Data Processor of such personal data.

When the Service Provider processes personal data for its internal purposes as described in article 3, it is the Data Controller.

In such cases, Article 3 of this Agreement shall survive the expiration or early termination of this Agreement.

For all of the data processing described above and for the duration of the Customer's ownership of the vehicle, the Customer shall ensure that any driver or other person authorized by the Customer to drive the vehicle has access to or receives a copy of the applicable Volvo Group Privacy Statement (available at <https://www.volvogroup.com/en-en/privacy.html>).

The Customer undertakes, where required, to obtain the consent of its employees in accordance with any applicable law(s). Accordingly, the Customer shall indemnify and hold harmless the Service Provider, its affiliates, employees, agents, successors and assigns, present and future, from and against any and all claims, losses, liabilities,

damages, costs and expenses (including reasonable attorneys' fees) resulting from the Customer's failure to comply with such laws.

The Customer remains legally responsible for assessing the lawfulness of the collection, processing and use of Personal Data, as well as for safeguarding the rights of any third parties concerned and in respect of any claims made by such third parties. The Service Provider undertakes to implement technical and organizational measures to guarantee the security of said data.

The Customer shall immediately inform the Service Provider and provide it with appropriate instructions if it becomes aware of any errors or irregularities (such as a breach of personal data) in the processing of Personal Data by the Service Provider under this Agreement.

## 15 - ADDRESS FOR NOTIFICATION

All communications relating to this Agreement should be sent to the following address:

Renault Trucks  
Att: Renault Trucks International – Plateforme  
Optifleet  
TER A50 1 15  
99 route de Lyon  
69806 Saint Priest  
France

## **APPENDIX 3: PROVISIONS RELATING TO THE PROCESSING OF PERSONAL DATA**

### **PART A. GENERAL PROVISIONS RELATING TO THE PROCESSING OF PERSONAL DATA BY RENAULT TRUCKS.**

#### **1. RENAULT TRUCKS ACTING AS SUBCONTRACTOR**

- 1.1 1.1 For the purposes of this Appendix 3 (Provisions relating to the processing of Personal Data), "Data Controller", "Data Processor", "Supervisory Authority", "Personal Data", "Personal Data Breach" and "Data Subject" shall have the same meaning as given to these terms in the GDPR.
- 1.2 1.2 Part B of this Appendix 3 (Personal Data Processing Provisions) provides a description of the Personal Data processed by Renault Trucks under this Agreement, as required by Article 28(3) of the RGDPD or any other applicable law. For the avoidance of doubt, Part B does not create any obligations or rights for any party to this Agreement.
- 1.3 1.3 The Parties agree that, where Renault Trucks processes Personal Data on behalf of the Customer in connection with the provision of Information Services to the Customer, the Customer shall be the Data Controller and Renault Trucks shall be the Data Processor of such Personal Data, and that the following provisions shall apply in such circumstances.

(a) Renault Trucks will only process Personal Data in accordance with the Customer's documented instructions, unless otherwise required by the applicable law to which Renault Trucks is subject, in which case Renault Trucks will inform the Customer of this legal requirement prior to such processing, unless the relevant applicable law prohibits such notification. Renault Trucks will immediately inform the Customer if it believes that compliance with any instructions received would breach applicable data protection legislation.

(b) Beyond the provision of automated services, documented individual instructions from the Customer are only permitted in exceptional cases and only in accordance with the terms of this Agreement.

(c) The Digital Channels offer Customers the opportunity to correct, delete or block Personal Data. The Customer shall therefore make all reasonable efforts to use these Digital Channels before contacting Renault Trucks regarding any request for correction, deletion or blocking of Personal Data. The Customer further acknowledges and agrees that Renault Trucks may also act as a Data Controller in relation to Personal Data and, in such circumstances, may therefore retain such Personal Data in its capacity as Data Controller notwithstanding any request from the Customer to delete Personal Data held by Renault Trucks in its capacity as Data Controller.

(d) The Customer authorizes Renault Trucks to engage other Subcontractors, including any member of the Volvo group to which Renault Trucks belongs, to carry out specific processing activities on behalf of the Customer (each a "Subsequent Subcontractor"), provided that Renault Trucks ensures the existence of appropriate data protection arrangements at each Subsequent Subcontractor, for the purpose of meeting the requirements of Article 28(3) of the GDPR or any other applicable law. Renault Trucks will promptly inform the Customer in a reasonable manner, including, but not limited to, via publication of an updated list of Subsequent Subcontractors on a website, in the event of a planned change of its Subsequent Subcontractors, and will give the Customer the opportunity to object to such change. The Customer acknowledges that in some cases, if the Customer objects to such a change, Renault Trucks may not be able to provide all or part of the Information Services. The Customer therefore acknowledges and accepts that if he objects to such a change, Renault

Trucks may, with immediate effect, decide to terminate any service agreement entered into by the Customer and Renault Trucks SAS and/or any Volvo Group entity, without any liability on the part of such Volvo Group entity, in respect of the Information Services.

(e) The Customer hereby appoints Renault Trucks as its agent solely for the purpose of subscribing to the standard contractual clauses (subcontractors) set out in Decision 2010/87/EC, or entering into any other agreement with any subsequent subcontractor required by law to process Personal Data, on behalf of the Customer and with any subsequent subcontractor located outside the European Economic Area, in order to facilitate the transfer of Personal Data in accordance with the RGDPD. In addition, the Customer acknowledges that any further processor may enter into a further processor agreement with other further processors.

(f) The Customer agrees that Renault Trucks may transfer Personal Data to any country, including any country outside the EEA. In such circumstances, the Parties will take the additional measures necessary to ensure that such transfers comply with applicable data protection legislation, which may include the conclusion of standard contractual clauses.

(g) Nothing in the Agreement will prevent or limit Renault Trucks' ability to process Personal Data as a Data Controller, even with respect to Personal Data that Renault Trucks may process on behalf of the Customer as a Subcontractor.

#### **2. OTHER OBLIGATIONS OF THE CUSTOMER**

- 2.1 The Customer remains legally responsible for assessing the legality of the collection, processing and use of Personal Data, as well as for safeguarding the rights of relevant third parties and in respect of claims made by such third parties. Likewise, the Customer must ensure that all Personal Data stored in the Information Systems is processed in compliance with the law.
- 2.2 The Customer shall immediately inform Renault Trucks and provide it with the appropriate instructions if it becomes aware of any errors or irregularities in the processing of Personal Data by Renault Trucks under this Agreement.

#### **3. OTHER DUTIES OF RENAULT TRUCKS**

- 3.1 Renault Trucks will inform the Customer as soon as possible and, if possible, no later than seventy-two (72) hours after becoming aware of any Personal Data Breach affecting Personal Data processed by Renault Trucks on behalf of the Customer in accordance with this Agreement.
- 3.2 Renault Trucks will ensure that all personnel (including personnel of Renault Trucks' subsequent Subcontractors involved in the processing of Personal Data under this Agreement) are subject to an appropriate obligation of confidentiality.
- 3.3 Given the nature of the processing, Renault Trucks will assist the Customer by implementing appropriate technical and organizational measures, to the extent possible, for the fulfilment of the Customer's obligations as a Data Controller in order to respond to requests to exercise the Data Subject's rights under applicable data protection laws.
- 3.4 Renault Trucks will cooperate with the Customer and will take commercially reasonable steps as requested by the Customer to assist in the investigation, mitigation and correction of each Personal Data Breach, including with respect to any notification to a Supervisory Authority or Data Subjects.
- 3.5 Renault Trucks will provide, at the Customer's expense, such assistance as may be reasonably requested by the Customer in relation to any data protection impact assessment, and will provide such prior consultations with Supervisory Authorities as the Customer reasonably considers necessary pursuant to Article 35 or 36 of the GDPR and/or any other applicable law depending on the Customer's location or means of data processing and this,

in any event, solely in connection with the processing of Personal Data under this Agreement and taking into account the nature of the processing and the information available to Renault Trucks.

- 3.6 The Customer may, not more than once in any calendar year and giving at least thirty (30) days' written notice, carry out an audit or appoint an independent third party auditor (provided that the Customer or such independent third party auditor is bound by a confidentiality agreement agreed by Renault Trucks) to carry out, during Renault Trucks' normal working hours, an audit to assess Renault Trucks' compliance with this Appendix 3 (Provisions relating to the processing of personal data). The costs of any audit carried out pursuant to this paragraph 3.6 shall be borne by the Customer. The audit shall be limited in scope, conduct and duration to what is reasonably necessary to achieve its purpose and shall not unnecessarily disrupt Renault Trucks' operations.
- 3.7 Renault Trucks will not disclose any Personal Data that it processes as a Sub-Contractor on behalf of the Customer following requests for information from third parties without the Customer's prior consent, unless required to do so by law or by order of a court or competent authority.
- 3.8 Renault Trucks shall, upon termination or expiry of this Agreement or otherwise at the Customer's request, return to the Customer or delete all Personal Data, including any copies thereof, on any media in its possession or control, except to the extent that Renault Trucks is required by applicable law to retain such Personal Data or otherwise holds such Personal Data in its capacity as Data Controller.

#### 4. **DATA SAFETY**

Renault Trucks shall guarantee sufficient data security by means of appropriate technical and organizational measures in order to protect the Personal Data processed on behalf of the Customer. Furthermore, Renault Trucks agrees that these measures must comply with applicable legal requirements. The technical and organizational measures to guarantee data security may be modified by Renault Trucks in line with technical progress and developments, provided that such modifications do not result in a lower level of security.

## **PART B. DETAILS OF PERSONAL DATA PROCESSING**

This PART B of Appendix 3 includes certain details relating to the processing of Personal Data as required by Article 28(3) of the GDPR.

### **1. Purpose and duration of Personal Data**

The purpose and duration of the processing of Personal Data are defined in the Agreement.

### **2. Nature and purpose of Personal Data processing**

The nature and purpose of the processing of Personal Data are defined in the Agreement.

### **3. Categories of Data Subjects to whom Personal Data relates**

- Customer's employees and subcontractors.

### **4. Types of Personal data to be processed**

To the extent that Personal Data is considered in accordance with the GDPR, the following types of Personal Data may be processed under this Agreement (as amended or updated from time to time by the Volvo Group Privacy Notices available at <https://www.volvogroup.com/en-en/privacy.html>) :

- Driver behavior and performance data, including driving behavior, instantaneous geolocation data, positioning data and dashboard language settings;
- Vehicle identification codes, such as vehicle identification (including VIN and chassis ID), IP address, MAC address;
- Vehicle performance data, such as vehicle technical data, vehicle component information, battery usage, engine data, fuel consumption, power/torque data, fault codes;
- Vehicle usage data, such as brake usage, gear changes, acceleration/deceleration, instrument panel parameters, power/torque usage, engine-generated technical data, road and ambient condition detection with time stamps and operating hours; and
- Environmental data, such as road and ambient conditions.

### **5. Obligations and rights of the Customer**

The Customer's obligations and rights are defined in the Agreement.