

FOR CUSTOMERS LOCATED IN NORTH AMERICA¹

Addendum to Volvo Group Data Management Agreement

This Addendum to Volvo Group Data Management Agreement (“**Addendum**”) forms part of and is incorporated into any agreement which includes a reference to the Volvo Group Data Management Agreement, and which relates to the provision by Volvo (including sale, rental or lease) of Products and/or Services to Customers located in the United States and/or Canada (the “**Agreement**”).

Definitions of capitalized terms used in this Addendum are, unless provided in the main body of this Addendum, provided in Schedule 1 of the Volvo Group Data Management Agreement.

Except as modified or amended by this Addendum, all other provisions of the Volvo Group Data Management Agreement remain in full force and effect. To the extent that this Addendum conflicts with the Volvo Group Data Management Agreement, this Addendum shall prevail.

For Customers Located in the United States

1. The term **Service Purposes** shall be replaced by the term **Business Purposes** throughout the Volvo Group Data Management Agreement.
2. The definition of **Controller, Data Subject, Personal Data, Personal Data Breach, Processing and Processor** in Schedule 1 – Definitions of the Volvo Group Data Management Agreement shall be replaced with the following:

Controller, Data Subject, Personal Data, Personal Data Breach, Processing, and Processor	Shall each have their respective meaning given to them in Privacy Laws. Where applicable, the term “Controller” will have the same meaning as ascribed to “Business” under the California Consumer Privacy Act of 2020, as amended from time to time, including, but not limited to the California Privacy Rights Act, and the applicable regulations.
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3. Subsection (i) of Section 2.1 of Schedule 2 – Processor Terms of the Volvo Group Data Management Agreement shall be replaced with the following:
 - (i) complying with its obligations under all applicable Privacy Laws, including ensuring that its instructions comply with applicable law and providing privacy notices that comply with applicable law including giving a comprehensive description of Customer’s data practices that at a minimum disclose Customer’s use, collection and sharing of Personal Data.

FOR CUSTOMERS WITH DRIVERS/OPERATORS OF VEHICLES THAT ARE CALIFORNIA RESIDENTS

1. The following definitions shall be added to Schedule 1 – Definitions of the Volvo Group Data Management Agreement:

Sale or Selling	means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Personal Data to any third party for monetary or other valuable consideration.
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Share or Sharing	means disclosing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a Data Subject’s Personal Data by the parties to any third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration.
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¹ For purposes of this Addendum, North America includes the United States and Canada.

2. The following Section 3.4 shall be added to Schedule 2 – Processor Terms of the Volvo Group Data Management Agreement :

3.4 Volvo agrees:

- (i) not to Sell or Share Personal Data, and
 - (ii) not to combine the Personal Data it receives from, or on behalf of Customer with Personal Data it receives from, or on behalf of, any third party or collected from Volvo's own interaction with a Data Subject, except for a Business Purpose.
3. Volvo shall not use Personal Data included in Vehicle Data for Volvo Purposes or share Personal Data with third parties as set forth in Sections 4.2 and 4.3 of the Volvo Group Data Management Agreement. Notwithstanding the foregoing, to the extent that Volvo deems such use or sharing necessary for purposes of the Volvo Group Data Management Agreement, as otherwise required by applicable law or regulation or for any other purpose, at Volvo's request, Customer shall obtain any required consent for such use or sharing from the Data Subject or Volvo shall obtain an order from a court of competent jurisdiction permitting such use or sharing.

For Customers Located in Canada

1. The terms **Controller**, **Data Subject**, **Personal Data**, **Personal Data Breach** and **Processor** and their definitions in Schedule 1 – Definitions of the Volvo Group Data Management Agreement shall be replaced throughout the Volvo Group Data Management Agreement as follows:
 - (i) The term **Controller** shall be replaced by the term **Accountable Organization** and shall be defined as “means the organization with control over Personal Information;”
 - (ii) The term **Data Subject** shall be defined as “means an individual to whom personal information relates;”
 - (iii) The term **Personal Data** shall be replaced by the term **Personal Information** and shall be defined as “means any information that can be used, either alone or in combination with other information, to identify an individual;”
 - (iv) The term **Personal Data Breach** shall be replaced by the term **Breach of Security Safeguards** and shall be defined as “means the loss of, unauthorized access to or unauthorized disclosure of personal information resulting from a breach of an organization's security safeguards;”
 - (v) The term **Processor** shall be replaced by the term **Service Provider** and shall be defined as “means an entity to which an Accountable Organization has transferred or made available Personal Information for the purposes of providing a service to the Accountable Organization.”

FOR CUSTOMERS WITH DRIVERS/OPERATORS OF VEHICLES THAT ARE LOCATED IN QUEBEC

1. Subsection (v) of Section 3.1 of Schedule 2 – Processor Terms shall be replaced with the following:
 - (v) notifying Customer without undue delay after becoming aware of a Personal Data Breach, or any breach or attempted breach of any of Volvo's safeguards intended to protect Personal Data, delivering such notification to Customer's business, technical or administrative contacts by any means Volvo selects, including via e-mail, and include the details of the Personal Data Breach that are known or available to Volvo at the time (subject to later updates), the measures taken or to be taken to address it, and a Volvo contact point.