

FRAMEWORK AGREEMENT FOR THE PROVISION OF CONNECTED SERVICES

Customer owns or uses certain machines (“**Machine**” or “**Machines**”) that are equipped with a Volvo Construction Equipment Telematics remote machine management system (“**Telematics System**”) and/or Co-Pilot. The Telematics System and Co-Pilot involve collection, storage and an interactive exchange of data over a communication network in order to monitor and manage certain functions of the Machines.

This Framework Agreement for the Provision of Connected Services (“**Agreement**”) sets out the terms and conditions according to which the data on the Machine is processed, and terms and conditions for certain services provided to Customer using such data (“**Connected Services**” or “**Services**”). The Services include but are not limited to *Assist, CareTrack, Fuel Report, Health Report* and *Proactive Machine Monitoring*, which may be added and changed from time to time. Specific conditions for certain Services can be set out separately in documents either specifically referred to herein or other documents. The Services will be provided if and to the extent (1) Customer subscribed for them in accordance with the process referred to in this Agreement, or in accordance with the registration process otherwise designated by Dealer for the specific Service, or (2) Services for which there is no charge are included in the relevant Machines specification.

Connected Services that are being subscribed or registered for or included in the Machine specification prior to execution of this Agreement will continue to be provided under the terms of this Agreement (for what is its subject).

Data protection and processing: In the course of providing the Services, Dealer will process data on behalf of Customer. Some of the data may be considered “personal data” (within the meaning of the General Data Protection Regulation (EU) 2016/679, the “**GDPR**”). Customer is the “data controller” with regard to such processing and Dealer is the Customer’s “data processor”. Dealer may use sub-processors for such processing, including, but not limited to, Volvo Construction Equipment AB (“**Volvo CE**”), Volvo Information Technology AB (“**Volvo IT**”) and HCL Technologies Limited (“**HCL**”) and HCL Technologies Sweden AB (“**HCL Sweden**”). Appendices 2 and 3 set out the conditions for such processing.

Notwithstanding the above, each Dealer and Volvo CE shall have the right to process and use data (both personal data and other data) from Machines and the Services for its own purposes. To the extent such processing involves personal data, Dealer and Volvo CE respectively are each the “data controller”. Customer agrees to assist the Dealer and/or Volvo CE, if requested to do so, in the provision of information to or obtaining consents of the data subjects relating to the processing activities undertaken by Dealer and/or Volvo CE as data controllers.

Customer consents to that Dealer and Volvo CE may use personal data collected under this Agreement for marketing of Dealer (Machines and Services). This consent given by Customer may be revoked at any time with effect for the future by terminating this Agreement as provided for herein.

By signing this Agreement or by downloading, accessing, installing or otherwise using the Services or the relevant internet based portals or Application Programming Interfaces, Customer acknowledges that Customer has read and understood this Agreement, has all necessary authorisations to enter into the Agreement and to enable Dealer, Volvo CE and Volvo Group companies to undertake the activities foreseen in this Agreement and agrees to be bound by its terms and conditions, as amended from time to time.

The following Appendices constitute an integrated part of this Agreement:

Appendix 1 General Terms and Conditions

Appendix 2 Agreement Regarding the Commissioned Processing of Personal Data

Appendix 3 Technical and Organizational Measures taken by the Processor

Appendix 1- Connected Services – General Terms and Conditions

1. Collection, storage and exchange of the Data

1.1. In order to provide the Services, certain data (as described in this clause below) may be collected, stored and obtained through: (1) the Telematics System, (2) diagnostic tools, and (3) the Co-Pilot; and (4) Dealer, Customer or third parties:

The data concerned include, but are not limited to machine performance information, geo-positioning data, operating hours, speed, fuel level, fuel consumption, fault codes (errors) and alarms, machine type specific information (load weighing, working/idle times, hardware/software configuration, work modes etc.), as well as machine number and other identifying information. Some features of the Services may mix data from several third-party service providers.

1.2. The Telematics System is a Telematics based system developed by Volvo CE's licensors. It consists of On-board gateway ("**Telematics Hardware**"), telecommunication networks and central backoffice system, and software as a service (SaaS) solutions offered by Dealer and run through Volvo Group companies as third party providers, which Customers can access via the relevant internet portals ("**Interface**") or receive otherwise. The Telematics Hardware is either included in Machine or separately purchased by Customer. It collects, processes, monitors, analyses and sends certain data interactively over the communication network from the Machine to Dealer in order to further process the data. The Telematics Hardware communicates with certain generation(s) of telecommunication network. If such generation(s) of telecommunication network is no longer available to the Customer, it is Customer's responsibility to update the Telematics Hardware in order to have the Services available. Customer shall bear the costs for such updates.

1.3. Certain data may also be obtained by Dealer through the application of diagnostic tools (e.g. TechTool, MATRIS) when connecting to the Machine.

1.4. Certain data may also be obtained by Dealer through the application of Co-Pilot when connecting to the Machine. The Co-Pilot is a system developed by Volvo CE's licensors. It consists of a ruggedized computer with a touch screen display, mobile connectivity and other components ("**Co-Pilot Hardware**"), software as a service (SaaS) solutions offered by Dealer and run through third party providers, which

Customer can access via Interface or receive otherwise.

1.5. Certain data may also be provided by Dealer, Customer or third parties.

1.6. The running of the Telematics System, diagnostic tools and Co-Pilot, as well as the provision of the Services include the transfer of data to Volvo Group companies and third-party service providers, in particular other dealers and workshops and IT suppliers authorized by Volvo Group companies, for the purposes of providing the Services as well as new services and for other purposes, for instance to monitor critical components and fault codes for proactive maintenance. Further information in relation to this is provided in the Machine manuals and in descriptions of the Services and the Services' additional terms and conditions.

1.7. Customer shall own the right, title and interest in and to the data described and referred to in this clause 1 (the "**Machine Data**"). Customer hereby grants to Dealer and Volvo CE a worldwide, royalty free, fully paid, transferable, assignable, sub-licensable, perpetual and irrevocable licence to collect, analyse, use, modify, and otherwise exercise control over the Machine Data, including the right to share the Machine Data with its respective affiliates and others authorised by Dealer or Volvo CE.

2. The scope of Connected Services

2.1. The scope of the Services that are provided pursuant to this Agreement cover the Services registered for Customer pursuant to the Interfaces' or other processes, as the case may be. A complete description of the Services is set out at the Interfaces relating to the Services chosen by Customer or available at the Dealer.

To the extent that the Services, including the use of the Services' Interfaces, impose additional terms and conditions, Customer agrees to be bound by these additional terms and conditions. The latest version of these Agreement's terms and conditions can be obtained at the Dealer.

2.2. Dealer reserves the right to modify, upgrade, exchange or substitute any Service or part of it without notice and at Dealer's discretion as part of the continuous improvement process of the Telematics System, diagnostic tool or Co-Pilot which does not materially affect the quality or performance of the Services.

2.3. Customer information that Dealer and third-party service providers (in particular dealers and

workshops authorized by Volvo Group companies for such purposes) maintain about service, repair, maintenance results and performance results of Customer's Machines is an essential part of the Services.

3. Availability of the Telematics System and Co-Pilot

3.1. The right of Customer to use the Telematics System and/or Co-Pilot is subject to its technical availability.

3.2. The availability depends on availability of network, the generation of the available telecommunication network and satellite coverage and may be disrupted due to local barriers (e.g. bridges, buildings etc.), atmospheric or topographic conditions and technical limitations (e.g. inbuilt errors of GPS-system) and legal restrictions.

3.3. Dealer disclaims any guarantee for the security of the mobile and wireless network telecommunication used for the transmission of data and information.

3.4. The Telematics System and/or Co-Pilot may not be available due to maintenance work or error clearance of technical components of the system. Planned maintenance work will, if possible, be posted on the Service's Interface or otherwise communicated to Customer. Dealer will not be liable for consequential losses incurred by Customer due to any disruption of the Telematics System and/or Co-Pilot and Services.

3.5. It is Customer's sole responsibility to have the necessary technical equipment available for accessing the Services, e.g. computer equipment and online access.

4. Use of the Telematics System and/or Co-Pilot

4.1. The right of Customer to use the Telematics System and/or Co-Pilot is subject to the specific conditions of the Services, the Customer's compliance with all of the terms and conditions of this Agreement and the technical availability of the Telematics System and/or Co-Pilot.

4.2. Upon the execution of this Agreement, Dealer shall, where applicable, provide to Customer the login information in order for Customer to access the Interfaces, register/accept its Machine to the Interfaces and start using the Services Customer subscribes to. Customer shall protect the security of the Telematics System and/or Co-Pilot at all times by ensuring that access and login credentials are maintained safely.

4.3. Customer shall ensure and be responsible for compliance with the user guidelines and manuals in respect of each Machine.

4.4. Customer is aware that the Telematics System and/or Co-Pilot may not be available in all countries/territories. Information regarding the countries/territories, in which the use of Telematics System and/or Co-Pilot and/or Services has been prepared as pursuant to the above, is available at the Dealer.

Customer may only receive Services for such Machines for which Customer has obtained the necessary Telematics Hardware and/or Co-Pilot Hardware and registered for the Services, including any necessary updates due to obsolete generation(s) of telecommunication network.

4.5. The Telematics System and Co-Pilot are copyrighted and Volvo Group claims all exclusive rights to such, except as licensed to Customer under this Agreement and subject to strict compliance with the terms of this Agreement. Customer acknowledges and agrees that all copyrights and other proprietary rights in and to the Telematics System, Telematics Hardware, Co-Pilot and Co-Pilot Hardware are retained. Customer will not have any proprietary rights in and to the Telematics System, Telematics Hardware Co-Pilot and/or Co-Pilot Hardware.

4.6. Customer will not distribute, retransfer, copy, publish, modify, enhance, reverse engineer or otherwise alter the information and content provided through the Services, Co-Pilot or the Telematics System. Customer may not assign, sell, resell, bargain, convey, transfer, pledge, lease or grant any further rights to use of the Telematics System and/or Co-Pilot to any third party.

4.7. Dealer reserves the right to record remotely, details of the computer(s) or other devices with which Customer uses the Interface, primarily to prevent piracy and to notify users of any critical updates to the Interface and other Dealer products relating to Services and the use of the Interface. Dealer will maintain any such data collected in accordance with the applicable laws.

4.8. Dealer will at all times comply with requests of public bodies to disclose data, including data processed on the basis or in the context of this agreement, if legally obliged to do so.

4.9. Customer is responsible for providing correct information required for any registration, deregistration and other processes in relation to Services and/or Co-Pilot for each Machine. In particular, Customer shall:

- (i) take all actions required for the collection, processing and use of data related to the Services,
- (ii) notify the Dealer and cancel the Services if Customer no longer owns or has at its disposal a relevant Machine (for the avoidance of doubt, this is not applicable in case the Customer rents out the Machines),
- (iii) ensure that Customer's passwords and access information for use of the Services are restricted to authorised users only,
- (iv) ensure that users of the Machine and of the Services are fully informed about and comply with the instructions for use of the Services,
- (v) ensure that Customer and users of the Machine do not use the Telematics System and/or Co-Pilot in violation of any laws or for unlawful or abusive purposes.

4.10. Customer warrants to Dealer that Customer, at all time during the Agreement, has all necessary consents, permissions, licenses and authorisations in place to ensure that Customer uses the Telematics System, Co-Pilot and Interface in full compliance with all applicable laws and regulations, including data protection laws. Customer shall indemnify Dealer and Volvo CE and their present and future affiliates, employees, agents, successors and assigns, as well as any other dealers of Volvo CE for any and all claims, losses, liabilities, damages, fees, expenses and costs (including reasonable attorneys' fees) resulting from, or arising out of the Customer's failure to comply with such laws.

4.11. Dealer may withhold Services or may use the Telematics System to locate a registered Machine if Dealer reasonably believes that the Machine is not operated by Customer as lawful owner or otherwise in compliance with the law or the terms and conditions of this Agreement.

4.12. If and to the extent personal data is concerned, Appendix 2 to this Agreement takes precedence.

5. Special terms and conditions for Services

5.1. Individual Services covered by this Agreement may be subject to special terms and conditions which shall form an integrated part of this Agreement. The Customer agrees to be bound by such terms and conditions (as amended from time to time according to the process set out in such special terms and conditions) when subscribing for the Services concerned. In case of any conflict between such special terms and conditions and this Agreement, the special terms

and conditions shall apply in relation to the specific Services.

5.2. The Services may include data or services that Dealer or Volvo CE licenses from third parties. Customer shall comply with all requirements and restrictions that such third parties may require to impose on Customer.

6. Price and Payment

6.1. Customer will pay the subscription charges for the Services in accordance with the terms and conditions set out in a separate agreement or in the specific conditions of the Services.

6.2. All Services include any relevant telecommunication subscriptions for sending data to and from the Machine, unless otherwise agreed.

7. Specific conditions for free subscriptions

7.1. In case of a free subscription (this is when the Customer bought a new or a second hand Machine, or Telematics Hardware has been retrofitted into a Machine), the Services will be for a fixed period of maximum six years, starting as of the moment the Machine is registered for the first time at the Dealer.

8. Limitations of Liability

The following provisions of this Clause reflect the scope of the Agreement and the price for the Services:

8.1. The Interface is provided (including, but not limited to all Services analyses, documentation, functions, software) on an 'AS IS' – 'AS AVAILABLE' and with all faults basis. No representations and warranties, express or implied, are made to Customer regarding any aspects of the Interfaces, Telematics System and Co-Pilot.-

8.2. Dealer shall not be liable (whether in contract, tort, negligence, statute or otherwise) for any loss of profits, loss of business, wasted management time or costs of data reconstruction or recovery whether such loss arises directly or indirectly and whether Dealer was aware of its possibility or not or for any consequential or indirect losses.

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

8.4. Dealer hereby disclaims any and all warranties, express or implied, relating to the Telematics System, Co-Pilot and the Interface,

including but not limited to any warranty of fitness for a particular purpose or merchantability. Dealer shall not be liable or responsible for any damages, injuries or liabilities caused directly or indirectly from the use of the Telematics System and/or Co-Pilot and/or the Interface, including but not limited to incidental, consequential or special damages, loss of profit, loss of business, wasted management time or costs of data reconstruction or recovery.

8.5. Neither Dealer (if applicable), nor any Volvo Group entities will be liable for any loss or damage of any kind caused by acts or omissions in its capacity as data controller, including, but not limited to, acts and omissions resulting in Customer's failure to comply with the applicable data protection laws.

8.6. Dealer will not be liable for any loss or damage of any kind whatsoever caused by a failure or downtime of the public communications systems upon which the provision of the Services is dependent.

8.7. Customer understands and agrees that Customer (i) has no contractual relationship with Volvo CE or its affiliates and subcontractors used for the provision of the Services, including any underlying carrier of mobile and wireless services used for the transmission of data and information or, (ii) is not a third party beneficiary of any agreement between Dealer and Volvo CE or its affiliates and subcontractors or any underlying carrier, (iii) that Volvo CE or its affiliates and subcontractors and the underlying carrier have no liability of any kind to the Customer whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, (iv) that messages and underlying may be delayed, deleted or not delivered, and (v) Volvo CE or its affiliates and subcontractors and the underlying carrier cannot guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the Services or the underlying services.

9. Disclaimer of Warranty

Statutory or manufacturer's warranty rights are limited to the Telematics Hardware and/or Co-Pilot Hardware separately purchased by Customer. Such warranty rights do not cover the Services and/or the operability of the Telematics System and/or Co-Pilot.

Dealer makes no warranty, express or implied, regarding merchantability or fitness for particular purposes, in relation to the Telematics Hardware, Co-Pilot Hardware and/or Services and the Services' performance, including the Interfaces and information provided to the Customer as part

of the Services. Dealer expressly disclaims any such warranty.

10. Deactivation of Telematics System unit

Dealer can deactivate the Telematics System unit upon the request and expense of Customer. The deactivation of Customer must be carried out by a Dealer or other Volvo authorised person.

Once the Telematics System is deactivated, data cannot be recovered and certain Services may not be available. Re-activation can be done by Dealer or other Volvo authorised person at the request and expense of Customer.

11. Term and Termination

11.1. This Agreement is entered into for an indefinite duration. The Agreement may be terminated by Dealer or Customer by providing the other party notice at least 60 days prior to the termination date.

11.2. The termination of the Agreement automatically terminates any and all subscriptions to Services under this Agreement without refund of payment for any Service.

11.3. Each party may by written notice terminate this Agreement with immediate effect if the other party is in material breach of the Agreement or enters into insolvency, bankruptcy, any arrangement with its creditors or any other arrangement or situation which has a like effect. Each party may by written notice terminate this Agreement with immediate effect in case of suspension or termination of any or all Services due to Force Majeure.

11.4. Dealer shall have the right to terminate this Agreement and/or the specific Service with immediate effect, if Customer fails to comply with applicable data privacy laws, or transfers the ownership of the Machine to a third party. When the Machine is transferred to a subsequent owner/user, Customer remains liable for the Connected Services, including the fees, amounts, charges, incurred by a subsequent, until the Connected Services are cancelled or subsequent purchaser/user orders new Connected Services.

11.5. If this Agreement expires or is terminated, the Dealer reserves the right to disable the sending / receiving operability of the Telematics Hardware and/or Co-Pilot Hardware with effect to the date of expiry or termination.

11.6. The termination of the Agreement howsoever arising is without prejudice to the rights, duties and liability of either Customer or Dealer accrued prior to termination. The conditions which expressly or impliedly are

capable of having effect after termination will continue in force notwithstanding termination.

11.7. Upon termination of the Agreement for whatever reason Customer shall not be entitled to a refund of any sums paid under this Agreement. The termination of this Agreement shall be without prejudice to any claim which Dealer has against Customer for any sums accrued due under this Agreement.

12. Force Majeure

Dealer shall not be responsible or liable to the Customer or deemed to be in breach of this Agreement for any failure or delay of performance of any obligation of this Agreement or in relation to the Services, if caused by any of the following circumstances: any act or omission or event beyond the reasonable control and contemplation of Dealer including, without limitation, third party services providers (including, but not limited to mobile data operators or any other third-party providing services or products), equipment failures or shortages, natural disasters, war, labour strikes, disputes, protests, fire tempest, explosion, an act of terrorism and national emergencies and Dealer will be entitled to a reasonable extension of time for performing such obligations to the extent possible. Dealer may, under any of the aforementioned circumstances, at its own discretion suspend or terminate any or all of the Services.

13. Miscellaneous

13.1. The Agreement is personal to Customer who may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Agreement or special terms and conditions for the Services without Dealer's prior written consent.

13.2. Dealer shall have the right to transfer this Agreement at any time to any Volvo Group company. Customer shall approve such assumption of contract and shall release Dealer from the Agreement without any further claims.

13.3. Dealer's failure to enforce any rights under this Agreement or the Services terms and conditions or Dealer's copyright or other intellectual property rights in the Interface shall not be construed as amending this Agreement or waiving any of Dealer's rights hereunder or under any provision of the applicable laws.

13.4. Time for performance of all obligations of Dealer is not of the essence.

13.5. If any condition or part of the Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the Agreement and will be ineffective, without, as far as is possible, modifying any other provision or part of the Agreement and this will not affect any other provisions of the Agreement which will remain in full force and effect.

13.6. Dealer may vary or amend the terms and conditions of this Agreement with three months' prior notice to Customer. Customer shall be deemed to have accepted the new terms if having continued to use Services for 3 months after such amendments have been published/notified.

13.7. This Agreement and, if applicable, the special terms and conditions for the Services shall constitute the entire agreement between the parties hereto. Any waiver or modification of this Agreement shall only be effective if it is in writing and signed by both parties hereto.

13.8. Without prejudice to article 5.1, this Agreement will be governed by Belgian law, unless and to the extent other laws applies mandatory, and the courts of Brussels will have exclusive jurisdiction to settle any dispute which may arise out of this Agreement.

Appendix 2 - Agreement Regarding the Commissioned Processing of Personal Data

1. Subject Matter and Details

1.1. Dealer will under this Agreement process personal data on behalf of Customer. Dealer is the processor of the types of personal data relating to the categories of data subjects as set out in Schedule 1. Customer takes full responsibility for the personal data, including that such data does not infringe any third party rights or in any other way violate applicable law. Customer must therefore ensure that any of Customer's personal data stored in the Telematics System and/or Co-Pilot is lawfully stored and used. Dealer may process personal data on behalf of Customer only for purposes, as set out in Schedule 1, that are necessary for the due performance of this Agreement and only in accordance with the documented instructions from Customer. Beyond the automated service provision, individual instructions of Customer are permitted only in exceptional cases and only in accordance with the terms of the Agreement (including this Appendix 2). Corrections, deletions or blocking of personal data must therefore be made by Customer in the scope of his online access; Dealer does not correct, delete or block personal data. In case of technical problems, Customer may resort to Dealer's support (as may be provided by the Dealer's subcontractors).

1.2. This Appendix 2 (Agreement Regarding the Commissioned Processing of Personal Data) is intended to constitute and shall be interpreted as a written data processing agreement between Customer and Dealer pursuant to applicable personal data laws.

1.3. Dealer is obliged to comply with applicable personal data laws and take all the technical, security and organizational measures required by applicable personal data laws when processing personal data, including the measures set forth in Appendix 3.

1.4. Customer authorizes Dealer to engage sub-processors. All sub-processors must conform to the respective requirements of this Agreement. When engaging sub-processors, Dealer will ensure that any rights Customer has against Dealer under this Agreement on the commissioning of data are granted to Customer – via Dealer – against the sub-processors as well. Dealer shall at Customer's request disclose the identity of any and all sub-processors and the location of the data processing.

1.5. If and to the extent Dealer engages sub-processors, including that such sub-processors in their turn engages sub-processors, and such assistance entails the processing of personal data

on behalf of Customer, Customer hereby grants Dealer a power of attorney to

- (a) enter into a written sub-processor agreement, data transfer agreement (including the relevant Standard Contractual Clauses adopted by the EU Commission, for which Customer is to be considered as the data exporter and Dealer or sub-processor (as applicable) as the data importer) or other agreement required by law for the processing of personal data, with any sub-processor, and
- (b) allow each and all such sub-processors to enter into written sub-processor agreements, data transfer agreements (including the relevant Standard Contractual Clauses adopted by the EU Commission, for which Customer is to be considered as the data exporter and Dealer or sub-processor (as applicable) as the data importer) or other agreements required by law for the processing of personal data, with subsequent sub-processors.

1.6. Dealer may transfer (for the avoidance of doubt, including allowing access to) personal data to other country or countries. The Parties shall jointly take all reasonably required measures necessary for ensuring that such transfer is in accordance with applicable law, which may include entering into relevant Standard Contractual Clauses for data transfer outside of the European Economic Area (EEA).

1.7. If and to the extent another legal entity than Customer is the controller of all or part of the personal data processed by Dealer on behalf of the Customer under this Agreement, Customer confirms that it has necessary authority and mandate to enter into this data processing agreement on behalf of such legal entity.

1.8. Dealer undertakes to ensure that persons authorized to access the personal data are processing the personal data according to Customer's instructions and, with respect to the processing of personal data, have committed themselves to confidentiality.

1.9. Dealer shall, taking into account the nature of the processing, assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of the Customer's obligation to respond to requests for exercising the data subject's rights under applicable personal data laws.

1.10. Dealer shall, taking into account the nature of processing and the information available to

Dealer, assist Customer in ensuring compliance with the rules of applicable personal data laws, if and to the extent applicable, concerning the security of processing, notification of personal data breach to the supervisory authority, communication of a data breach to the data subjects, data protection impact assessment and prior consultation with the supervisory authority.

1.11. Dealer shall make available to Customer all information necessary to demonstrate compliance with this Appendix 2 and with the rules under applicable personal data laws addressed to personal data processors.

1.12. Customer is entitled to, no more than once per calendar year upon at least thirty (30) day's prior written notice from Customer, during Dealer's normal working hours conduct an audit or appoint an independent third party auditor to conduct an audit to assess Dealer's compliance under this agreement with the applicable personal data laws addressed to personal data processors. The costs of any audit performed under this clause 1.12 shall be borne by Customer.

1.13. Dealer shall reasonably cooperate with Customer. The audit shall be restricted in scope, manner and duration to that reasonably necessary to achieve its purpose and may not unnecessarily disrupt Dealer's operations.

1.14. Any independent third party auditor appointed by Customer shall not be a competitor to Dealer and, before having access to any information or premises of Dealer, must have executed a confidentiality undertaking on terms approved by Dealer (which approval shall not be unreasonably withheld).

1.15. Save for Dealer's obligations set forth above, Customer is responsible for ensuring that the processing of personal data is carried out in accordance with applicable law, including obtaining necessary licenses, permits or approvals for the processing and notifying the processing to competent authorities or data protection officials.

1.16. Customer shall hold Dealer harmless if and to the extent Dealer is held liable by a third party for unlawful processing of personal data, unless such liability has arisen as a consequence of Dealer's failure to perform its obligations under this Agreement except if such liability is due to Customer's instruction which is contrary to the applicable personal data laws and if Dealer has informed Customer thereof in accordance with clause 1.17 below.

1.17. Dealer shall immediately inform Customer in writing if, in its opinion, an instruction infringes the applicable personal data laws.

1.18. When this Agreement expires Dealer shall either delete or return all personal data to Customer in accordance with Customer's instructions and ensure that no personal data remains with Dealer or any sub-processor. If no instructions are provided by Customer within 90 days from the expiration of this Agreement, Dealer will delete all data relating to Customer in the Interface (including all personal data processed pursuant to this Appendix 2) and confirm this to Customer upon request. Volvo Group companies and Dealer may however continue for their own purposes to process data collected during the term of the Agreement.

Schedule 1 of Appendix 2 - Types of personal data, categories of data subjects, nature and purpose of the processing

Types of personal data and categories of data subjects

The following types of personal data, concerning the identified categories of data subjects, are processed by Dealer on behalf of Customer under the Agreement:

- Machine data collected, stored and obtained through: (1) the Telematics System, (2) the Co-Pilot, (3) diagnostic tools, and (4) Dealer, Customer or third parties. The data concerned includes, but is not limited to machine performance information, geo-positioning data, operating hours, speed, fuel level, fuel consumption, fault codes (errors) and alarms, machine type specific information (load weighing, working/idle times, hardware/software configuration, work modes etc.), as well as machine number and other identifying information. Some features of the Services may mix data from several third-party service providers. The data may be connected to an individual machine operator and thus constitute personal data.
- Other personal data made available by Customer to Dealer through its use of the Services, such as contact information. This personal data may e.g. concern Customer employees.

Nature and purpose of the processing

Dealer shall process the personal data on behalf of Customer for the purpose of providing the Services. Dealer may not process the personal data on behalf of Customer for any other purposes under this Agreement and its schedules.

Appendix 3 - Technical and Organizational Measures taken by the sub-processors (Volvo IT/HCL/HCL Sweden on behalf of Dealer)

1. Access control

All IT localities used in the provision of Services are divided into several security level zones, where computer rooms are given the highest security classification. Entry and pass systems are advanced, with admittance control check to and between any zone and part of the facilities, admitting authorized personnel only. Computer rooms and entrances are CCTV monitored by guards, alarm secured and equipped with surveillance systems.

2. Access control to systems

Access to systems and applications is built-up by numerous directives providing individual and personal user identification and authentication, access control, logging and traceability. Access to the system is carried out by aid of Kerberos session tickets. Remote access to the network resources requires supplementary equipment in terms of 'tokens' (onetime password generator). Passwords are automatically checked to contain special characters and other qualities and must be changed regularly. User ID's/passwords are automatically blocked after a predefined number of erroneous attempts and clients are put to stand-by after a predefined time of inactivity. Portable clients are encrypted as a standard. Stationary clients, servers and disk arrays are encrypted as needed.

3. Access control to data

The system prevents activities not covered by the allocated access rights. The data access & authorisation control system is based on a customized in-house system where users can apply for access and which ensures differentiated access control. Access must be authorized by at least two parties – the manager in charge and the system/application/information owner. In some cases detailed access authority (such as authority to create, change or delete records) is defined inside the application(s). In such cases the system owner will still get the application, but will handle the distribution him-/herself or by delegation to a system administrator.

4. Disclosure control

The applicable security framework states that both international and national legislation must be followed, regardless of where operations are conducted. The rules regarding personal integrity

are based on the GDPR and any subsequent applicable regulation, supplemented by national legislation. Increased protection of information, such as encryption, is ordered by Customer, depending on the information classification. Remote access to the applicable network is always protected (VPN) and encryption inside the network is depending on customer requirements. Encrypted storage is not offered as a standard service, with the exception of mobile clients. Encryption is used as an additional service when customer demands so require.

5. Input control

Each sub-processor has the possibility to log any actions taken in systems and applications. Whether that possibility is utilized or not is based on the agreement with Customer, who must be aware of the information classification regarding (personal) integrity. There is no automatic function that, by itself can judge whether personal integrity data has been used, changed, moved or deleted.

6. Job control

Volvo IT is wholly owned by AB Volvo and Volvo IT is, since decades, the primary supplier of IT services to the dealers of the Volvo Group. HCL and HCL Sweden are strategic partners of the Volvo Group and Volvo IT's main infrastructure suppliers. However, Volvo IT, HCL and HCL Sweden as suppliers are not compulsory and other suppliers may be chosen by Dealer. The criteria for selecting an IT supplier within or outside the Volvo Group are primarily economy, availability, security and service level. Services level and security usually is based on Volvo IT basic security level, expressed by the Volvo IT Corporate Security Handbook. Whenever additional security measures are needed, based on the information classification, this is negotiated by the Customer and Dealer, and whatever measures needed are taken. Volvo IT has its own internal audit organisation that audits the organisation and service performance periodically. Also, Volvo IT is audited both by PricewaterhouseCoopers (on behalf of AB Volvo) and by Bureau Veritas (Certificate Authority for the ISO 27001 certificate held by Volvo IT). The VINST system, where any customer (or Volvo IT employee) request is noted, makes sure that Volvo IT provides tracking of contract

performance. If Dealer is not subject to the audit routine set forth in this Clause 6, Customer shall have the right to audit the Dealer.

7. Availability control

The Customer agreement includes measures for Volvo IT procedures, mirroring of hard disks (between different computer centres if required), Uninterruptible power supply (UPS) is required for all our computer centres. BU's are stored at a third computer centre, independent of the other two centres, handling the primary data. All sites, platforms and systems are obliged to follow the Volvo IT Business Continuity Management directive that states that full recovery plans shall exist, and must be tested periodically.

Volvo IT has an advanced implementation of anti-malware measures. This is driven by the IT Directive Rules for Virus Protection and the physical implementation emanating from this directive consists of malware protection software in several layers and from different suppliers – in order to cover for possible weaknesses from one product. This includes both servers and clients and is supplemented with personal firewalls and IPS/IDS on all clients as well as on the network layer.

The organisation also includes a central function for vulnerability control and security patching of operating systems and applications, which serves a guarantor for as close to flawless systems as possible.

8. Segregation control

Personal data collected for different purposes is processed separately in compliance with Swedish legislation and Volvo security rules.

Test and production environments are strictly separated from each other, according to Dealer rules, and a developer can never update the production environment. This ensures separation of duties.

Data from different customers are in most cases divided from each other physically. However, the storage philosophy adopted by Volvo IT depends on shattering. This means that all information is split between different media, which in turn means that if one physical media would be compromised, the information would not be able to be recovered.

Client data are stored via CIFS for internal Customers using ACL (Access Control List) in AD and for external customers Volvo IT has dedicated logical storage systems. NFS is the storage system holding export rights.

Servers/data base via FCP are using LUN security in the storage system and Zoning in the SAN network, to secure correct access of server disks.

Please note: Any requests for more information and further inquiries shall be directed to Dealer in writing. For the parts where Dealer or its subcontractor Volvo IT engages HCL, HCL Sweden or any other subcontractor outside of the Volvo Group, the Dealer shall ensure that such subcontractor complies with obligations and routines that are no less restrictive or protective than as set forth in this Appendix 3.

