

## **TERMS AND CONDITIONS**

The terms and conditions hereof are incorporated herein and forms part of the Data Management Agreement (together, the “Agreement”) and set out the terms and conditions according to which (i) data and information (collectively, the “Information”) are collected, processed and used through data information system provided by UD Trucks Group (the “Information System”), and (ii) telematics related data and information services (collectively, the “Services”) are provided to Customer who subscribes to the Services, either directly with a UD Trucks Group entity or via the relevant service agreement with duly authorized third-party importers (collectively, “Importer”).

Unless specifically mentioned, following Appendices apply to all Customer, regardless of whether the Services are subscribed or not by Customer, provided that any part exclusively relevant to the subscription of the Services by Customer may only apply to such Customer who subscribes to the Services.

In the event of inconsistency or discrepancy between this Agreement and any relevant service agreement for the Services (which may be in the name of “Telematics Information Service Agreement” or any other name designated by UD Trucks Group; collectively, the “Service Agreement”), this Agreement shall prevail as to the data and information are concerned, and the Service Agreement shall prevail as to the specifications and provision of the Services.

UD Trucks Corporation, Isuzu Motors Limited and their respective affiliates and subsidiaries are collectively referred to herein as the “UD Trucks Group”.

### **Appendix I – General Terms and Conditions**

#### **1. The Information System**

- 1.1. The Information System consists of technical sensors, processors, a GSM/GPRS mobile gateway, platforms, APIs, software as a service (SaaS) solutions, which Customer can access the Internet, application or other designated medium (collectively, the “Portal”) in order to use the services and access certain data, as well as of the vehicle-based and other components (the “Hardware”). The Information System collects, processes, monitors, analyzes and sends certain data interactively over the wireless network from the vehicle to UD Trucks Group in order to enable UD Trucks Group’s systems to further process the data and to provide the Services, depending on the service level chosen by Customer. UD Trucks Group may process and use such data for their own internal purposes, including but not limited to product and services research and development to, for example, provide, support, enhance and maintain the Services and/or other services and develop new products and services, solving quality issues, accident research investigations, warranty and contract or regulatory compliance related matters (such as product liability), surveillance of contractual and/or regulatory compliance by Customer marketing, and proactive maintenance and diagnostics and in so doing may share or transfer such data to UD Trucks Group entities, Authorized Providers (as defined below) and/or other third parties, including third parties outside the EU. For avoidance of doubt, data and information, including personal data, may be shared and/or transferred to third parties for the marketing purposes of such third parties. Data may also be obtained by UD Trucks Group through use of diagnostic tools, e.g. Tech Tool, at workshops and dealers.
- 1.2. The data may include, but are not limited to: driver data, such as driver ID and/or number, name, telephone number, and other information related to the driver; driving behavior and performance data, such as driving distances, driving pattern, speed, the geo-position including snail trail and other historical geo-positioning data, the location, and language settings of the dashboard; vehicle identification codes, such as the vehicle-ID including Vehicle Identification Number (VIN) and chassis ID, IP number, and MAC address; vehicle performance data, such as technical vehicle data, information from vehicle components, battery usage, engine data, fuel consumption, power/torque data,

and fault codes; vehicle usage data, such as tachograph data, brake usage, gear shifting, acceleration/deceleration, dashboard settings, power/torque utilization, technical data generated from the engine, and the detection of road and ambient conditions data with time stamps and operating hours; and environmental data, such as road conditions, and ambient conditions. Some features of the Services may mix data from several third-party service providers.

- 1.3. The running of the Information System and the provision of the Services may include the administration, maintenance, transfer and/or sharing of data to third-party service providers, in particular Importer and other importers, dealers and workshops, subcontractors, vendors suppliers, agents and representatives authorized by UD Trucks Group (collectively, the "Authorized Providers"), for the purposes of providing the Services as well as new services and for other purposes, for instance including but not limited to monitoring critical components and fault codes for proactive maintenance.
- 1.4. UD Trucks Group may also disclose any data and information if required or requested to do so by law, regulations, a court or competent authority. If any UD Trucks Group entity is involved in a sale or transfer of all or some of its assets or operations, the data and information may further be transferred to the acquiring party.
- 1.5. The Information System is copyrighted and UD Trucks Group claims all exclusive rights to such, except as licensed to Customer under the Service Agreement and/or this Agreement, and subject to strict compliance with the terms and conditions thereof, as applicable, and of this Agreement. Customer acknowledges and agrees that UD Trucks Group retains all copyrights and other proprietary rights in and to the Information System. Customer will not have any proprietary rights in and to the Information System. Customer will not have any contractual relationship whatsoever with any subcontractor providing wireless services to UD Trucks Group in relation to the Information System.
- 1.6. Customer will not distribute, retransfer, copy, reproduce, publish, modify, enhance, reverse engineer or otherwise alter the information and content provided through the Services and/or the Information System. Customer may not assign, sell, resell, bargain, convey, transfer, pledge, lease or grant any right to use the Services and/or the Information System to any third party.
- 1.7. Customer shall not install or attach any device or equipment to interrupt, interpret and/or manipulate the transmission and/or processing of any Information other than the Information System.

## **2. Data Protection and Processing**

- 2.1. All Information collected via the Information System shall be the exclusive property of UD Trucks Group, and UD Trucks Group may process and use such Information for their own internal purposes. Customer expressly agrees that, unless it separately subscribes to the Services, it shall have no right whatsoever to the Information; provided, however, that nothing herein shall restrict the right of individual data subjects in relation to their respective personal data (to the extent applicable to the collected data) under statutory laws and regulations. To the extent that UD Trucks Group is a "data controller" within the meaning of the General Data Protection Regulation (EU) 2016/679 (the "GDPR"), and that any such collected and processed data may be considered "personal data" within the meaning of the GDPR, then Customer agrees to fully assist UD Trucks Group, if requested to do so, in providing information to and obtaining consents from the data subject relating to the data processing.
- 2.2. Customer shall collect consents for such processing from each and all Customer's employees and/or other persons who operate the vehicles if no other legal permission applies. Such collection of consent should as a minimum include the consent and information as set out in Appendix IV of this Agreement (as translated and adjusted to

local legal requirements by Customer in order notably for the person providing the consent to understand its content). Customer shall keep such consents and, upon request by UD Trucks Group, promptly provide the consents to UD Trucks Group.

- 2.3. This Section applies specifically to Customer who subscribes to the Services. In the course of providing the Services, UD Trucks Group will process data not only for itself but also on behalf of Customer. Authorized Providers may also process and/or access data on behalf of Customer. Some data may be considered “personal data” within the meaning of the GDPR. Customer is the “data controller” with regard to such processing performed by UD Trucks Group and/or third-party service providers on behalf of Customer in relation to the Services, and UD Trucks Group will act as Customer’s “data processor” thereto and may also use subprocessors for such processing, including UD Trucks Group entity.

Customer undertakes to comply with applicable data protection laws, including, but not limited to, providing information to data subjects when applicable. To the extent allowed by law, Customer shall hold UD Trucks Group, its representatives and agents, and any third parties acting on behalf of UD Trucks Group, indemnified against any loss arising directly or indirectly from Customer’s failure to comply with data protection laws.

In addition to any other conditions stipulated herein, if any of Customer’s employee and/or other person who operates the vehicle has not provided consent as stipulated in this Article or revokes such consent, Customer is not entitled to use the Services and UD Trucks Group and/or Authorized Providers shall further not be obliged to provide the Services to Customer.

Furthermore, Customer agrees that dealers and workshops may access and use the Information for the purpose of providing maintenance and/or repair service for the vehicle, and that Customer shall collect consents for such access by dealers from each and all Customer’s employees and/or other persons who operate the vehicles if no other legal permission applies. Customer shall keep such consents and, upon request by UD Trucks Group, promptly provide the consents to UD Trucks Group.

- 2.4. This Section applies specifically to Customer who subscribes to the Services. To the extent if Customer provides any data and information, including without limitation any personal data, to UD Trucks Group (and/or Authorized Providers, as applicable) for the Services, Customer represents, warrants and covenants that:
- (i) all data and information provided by Customer is accurate and complete;
  - (ii) Customer has acquired and maintains all necessary consents in accordance with this Agreement from each and all Customer’s employees and/or other persons who operate the vehicles and/or any person whose consent is required by applicable law or regulations, and shall provide such consents to UD Trucks Group upon request;
  - (iii) Customer is solely responsible for any hardware, device and/or equipment installed on vehicles and software, platforms and/or solutions Customer may use directly or indirectly to provide such data and information to UD Trucks Group (and/or Authorized Providers, as applicable), other than the Information System provided by UD Trucks Group;
  - (iv) Customer shall and shall cause any third party Customer uses directly or indirectly to be in compliance with any and all applicable laws and regulations, including without limitation the GDPR; and
  - (v) Customer shall indemnify and hold harmless UD Trucks Group (and Authorized Providers, as applicable) in case of actual or alleged breach by Customer of this Section.

### **3. Transfer of Vehicle to Third Party**

- 3.1. Customer shall inform in writing UD Trucks Group (and Importer, as applicable) promptly

if a vehicle is transferred to or used by a third party. Customer shall prior to such transfer ensure that any such third party that will use the Services (including also Services which are pre-paid) enters into the Service Agreement and this Agreement, and registers the Services with UD Trucks Group (and Importer, as applicable). If such third party will not use the Services, Customer shall ensure that such third party grants UD Trucks Group (and Importer, as applicable) an unconditional non-terminable right to collect, process, monitor, analyze, send, share, transfer, use and obtain data from the vehicle for its internal purposes in accordance with the terms and conditions of this Agreement.

#### **4. Deactivation of the Information System**

- 4.1. The GSM/GPRS-unit will be deactivated upon Customer's written request and at Customer's expense without undue delay. The deactivation of Customer must be carried out by a UD Trucks Group-authorized workshop, and Customer shall be responsible for delivering the vehicle to any such workshop for deactivation.
- 4.2. The deactivation of the GSM/GPRS-unit results in the dysfunction of certain other systems (e.g. the I-See-system). Once the GSM/GPRS-unit is deactivated, data cannot be recovered. Re-activation can be done at a UD Trucks Group-authorized workshop at the expense of Customer.
- 4.3. Customer acknowledges that the deactivation of the Information System shall mean that UD Trucks Group (and/or Importer, as applicable) is unable to provide any Services with respect to the vehicle that has been deactivated. Customer consequently acknowledges and agrees that such deactivation shall automatically terminate the Service Agreement, without any liability on the part of UD Trucks Group (and Importer, as applicable), with respect to the Services relating to the vehicle being deactivated.
- 4.4. Upon the written request of Customer, if UD Trucks Group reactivates the Information System with respect to any vehicle, the terms and conditions of this Agreement and the Service Agreement shall apply to the Services with respect to such vehicle. If any such reactivation must be carried out by a UD Trucks Group-authorized workshop, Customer shall be responsible for delivering the vehicle to any such workshop for reactivation. Nothing in this Section requires or obligates UD Trucks Group to reactivate the Information System.
- 4.5. The deregistration, termination and/or expiration of the Services does not automatically deactivate the Information System. Customer acknowledges and agrees that the Information will continue to be collected, processed, monitored, analyzed, and sent until and unless the Information System is deactivated and disabled by UD Trucks Group.
- 4.6. The deactivation of the Information System, and/or the deregistration, termination and/or expiration of the Services does not remove or delete the Information processed through the Information System. UD Trucks Group may retain such Information until the termination of this Agreement.
- 4.7. Notwithstanding any termination or expiration of this Agreement, Customer acknowledges and agrees that UD Trucks Group may: (i) access the Information System at any time (including but not limited to any remote access), (ii) gather and store any data and information from the Information collected during the term of this Agreement, and (iii) process, share and use such data and information within UD Trucks Group and/or with third parties for their respective own internal and other reasonable business purposes, after the termination or expiration of this Agreement.

#### **5. Term and Termination**

- 5.1. The term of this Agreement commences on the date of this Agreement, and will continue until UD Trucks Group no longer has any Information that would be deemed as "personal

data” within the meaning of the GDPR. Notwithstanding the foregoing, in relation to any part of the Agreement exclusively relevant to the subscription of the Services by Customer, including without limitation the Appendices specifically applicable to Customer who subscribes to the Services, such part of the Agreement can be terminated as to the specific Services by UD Trucks Group by providing Customer a notice in accordance with the Service Agreement or this Agreement.

- 5.2. UD Trucks Group (and/or Importer, as applicable) may immediately terminate this Agreement if there is any actual or alleged breach by Customer of any of terms and conditions of this Agreement, noncompliance by Customer of applicable laws and regulations, including without limitation the GDPR, or Customer enters into insolvency, bankruptcy, any arrangement with its creditors or any other arrangement or situation which has a like effect. UD Trucks Group (and/or Importer, as applicable) may also immediately terminate this Agreement, in whole or part, in case of suspension or termination of any or all Services due to Force Majeure.
- 5.3. Upon the termination of this Agreement, the Services, the Information System, the Portal, and the Hardware shall be disabled. The terms and conditions that by their nature should survive the termination or expiration of this Agreement shall survive such termination or expiration.

## **6. Governing Law and Arbitration**

- 6.1. This Agreement shall be executed in the English language. The terms and conditions of this Agreement relating to the Services shall be governed and construed in accordance with the laws of Singapore, and the terms and conditions of this Agreement relating to the data processing and management shall be governed and construed in accordance with the laws of Japan, respectively without regard to the principles of conflict of laws or choice of law.
- 6.2. Any disagreement, dispute, controversy or claim arising out of or relating to this Agreement or the interpretation hereof or any arrangements relating hereto or contemplated herein or the breach, termination or invalidity hereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC”) for the time being in force which rules are deemed to be incorporated herein by reference.

The arbitral panel shall consist of one arbitrator to be appointed by the President of the Court of Arbitration of the SIAC. The language of the arbitration shall be in English and the place for the arbitration shall be Singapore.

Any decision or award of the arbitral panel shall be final and binding upon the parties to the arbitration proceeding. The parties hereby waive, to the extent permitted by any applicable legislation, any rights to appeal or to review of such award by any court or tribunal. The parties agree that the arbitral award may be enforced against the parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof. For the purposes of this Agreement only, each party hereby waives irrevocably any immunity from jurisdiction to which it (or any of its assets) might otherwise be entitled in any action for enforcement of (or a judgment upon) the arbitral award instituted by the relevant party before any court having jurisdiction thereof.

## **7. Miscellaneous**

- 7.1. Failure by UD Trucks Group (and/or Importer, as applicable) to enforce any rights under the Service Agreement, this Agreement or UD Trucks Group’s copyright or other intellectual property rights shall not be construed as amending the Service Agreement, this Agreement or waiving any of UD Trucks Group’s (and/or Importer’s, as applicable)

rights hereunder or under any provision of applicable laws and regulations. Any waiver or modification of the Service Agreement and/or this Agreement shall only be effective if it is in writing and signed by all parties. The failure of any party to require the performance of any term or obligation of the Service Agreement and/or this Agreement, or the waiver by any party of any breach of the Service Agreement and/or this Agreement shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

- 7.2. Time for performance of all obligations of UD Trucks Group (and Importer, as applicable) is not of the essence.
- 7.3. If any condition or part of the Service Agreement and/or this 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 Service Agreement and/or this Agreement and will be ineffective, without, as far as is possible, modifying any other provision or part of the Service Agreement and/or this Agreement, and this will not affect any other provisions of the Service Agreement and/or this Agreement, which will remain in full force and effect.
- 7.4. The terms and conditions of this Agreement may be varied and amended from time to time by publishing a new version on this website. Customer shall be deemed to have accepted the new terms and conditions if Customer continues to use the Services and/or otherwise operate the vehicles provided hereunder after the publication.
- 7.5. The Service Agreement and this Agreement are personal to Customer and Customer agrees to not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Service Agreement and/or this Agreement.
- 7.6. The Service Agreement and this Agreement contain all terms and conditions that Customer has agreed in relation to the subject matters thereof and hereof and constitute the entire agreement between the parties, and supersede any prior written or oral agreements, representations or understandings between the parties.

## **Appendix II – Services Terms and Conditions**

This Appendix applies specifically to Customer who subscribes to the Services.

### **1. The Services**

- 1.1. Customer data and information that UD Trucks Group and Authorized Providers maintain about service, repair, maintenance and performance of Customer's vehicles as part of the Services is an essential part of the Information System scope of services.
- 1.2. UD Trucks Group reserves the right to modify, upgrade, exchange or substitute any Service or part of it without notice and at UD Trucks Group's sole discretion as part of the continuous improvement process of the Information System or as required to conform to any applicable safety, statutory or regulatory requirement or for added functionality which does not materially affect the quality or performance of the Services.
- 1.3. To the extent any Services, including the use of the Portal, may be subject to additional terms and conditions, Customer acknowledges and agrees to be bound by any such terms and conditions (as amended from time to time according to the process set out in such additional terms and conditions) when subscribing for the Services concerned and such additional terms and conditions shall be incorporated and become part of the Service Agreement. In case of any conflict between such additional terms and conditions and this Agreement, the additional terms and conditions shall apply in relation to the specific applicable Services.

- 1.4. The Services may include data or services licensed from third parties. Customer shall comply with all requirements and restrictions that such third parties may require UD Trucks Group and/or Authorized Providers to impose on Customer.
- 1.5. If the Service Agreement is executed by Importer, Importer shall have the right to transfer the Service Agreement at any time to any UD Trucks Group entity. Customer shall approve such assignment and assumption of contract and shall release Importer from the Service Agreement without any further claims. Upon such transfer of the Service Agreement and Importer no longer possesses any information and data under this Agreement, Customer agrees that Importer shall also be released from this Agreement without any further claims by Customer.

## **2. Availability of the Information System**

- 2.1. The right of Customer to use the Information System is subject to the technical and regulatory availability of the Information System.
- 2.2. The availability of the Information System depends on availability of network and satellite coverage and may be disrupted due to local barriers, including but not limited to bridges, buildings and other physical barriers, atmospheric or topographic conditions and technical limitations, including but not limited to inbuilt errors of any GPS system.
- 2.3. UD Trucks Group disclaims any guarantee or liability for the security of the mobile telecommunications, wireless or other network used for the transmission of Information.
- 2.4. The Information System 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 Portal or otherwise communicated to Customer. UD Trucks Group will not be liable for consequential losses incurred by Customer due to any disruption of the Information System and the Services. UD Trucks Group will seek to minimize disruption of the Information Systems' availability.
- 2.5. Access to certain data provided by the Information System to Customer is subject to technical and regulatory availability. Access may be normally limited to a certain period of time as defined for the specific Service on the Portal. It is Customer's sole responsibility to have the necessary technical equipment available for accessing the Services, e.g. computer equipment and online access.
- 2.6. Customer acknowledges and agrees that the Information, in part or whole, may become unavailable after certain years of retention by UD Trucks Group. Customer is responsible to externally store data available to Customer through the Portal in due time. Customer specifically acknowledges and agrees that UD Trucks Group may not provide any Information that has been processed by UD Trucks Group 5 or more years prior to the date of written request from Customer. For avoidance of doubt, nothing in this Section requires UD Trucks Group to provide any Information to Customer.

## **3. Use of the Information System**

- 3.1. The right of Customer to use the Information System is subject to the Service Agreement, subject to Customer's compliance with all of the terms and conditions thereof and of this Agreement, and subject to the respective technical stage of development and technical and regulatory availability of the Information System.
- 3.2. Upon the execution of the Service Agreement, UD Trucks Group (or Importer, as applicable) shall, where applicable, provide to Customer the login information in order for Customer to access the Portal, register/accept its vehicles to the Portal and start using the Services Customer subscribes to. Customer shall comply with Article 32 of the GDPR and shall protect the security of the Information System at all times by ensuring

that access and login credentials are maintained safely.

- 3.3. Customer shall ensure and be responsible for compliance with UD Trucks Group's user guidelines and manuals in respect of each vehicle.
- 3.4. Customer is aware that the Information System may not be available in all countries. The availability requires in particular that UD Trucks Group:
- (i) has made relevant actions to set up the Portal for the use of the Services in the specific country;
  - (ii) received required certificates and other necessary permits regarding the use of the Services and the Hardware in the specific country; and
  - (iii) entered into relevant agreements with GSM/GPRS and/or satellite operators.

If any of above conditions is not fulfilled, UD Trucks Group and/or Authorized Providers may, at any time, deactivate or not activate any or all the Hardware on the relevant vehicle. Customer may only use the Portal for such vehicles for which Customer has obtained the necessary Hardware and registry for the Services.

- 3.5. Customer is responsible for any registration, deregistration, and other processes in relation to the Services and/or any recording of data in respect of each vehicle, effected by its personnel. Customer is in particular solely responsible for ensuring that:
- (i) any and all actions required for the collection, processing and use of data related to the Services are taken;
  - (ii) Customer informs UD Trucks Group (and Importer, as applicable) about any sale or change in ownership of a registered vehicle;
  - (iii) Customer deregisters any registered vehicle in due course if Customer no longer owns or otherwise has a registered vehicle at Customer's disposal;
  - (iv) Customer's passwords and access information in relation to the access and use of the Services are restricted to authorized users only;
  - (v) users of the vehicle and of the Services are fully informed about and comply with the instructions for use of the Services; and
  - (vi) Customer and users of the vehicle do not use the Services and the Information System in violation of any laws or for unlawful or abusive purposes.
- 3.6. Customer is further responsible for compliance with data protections laws, including the GDPR as applicable, including obtaining any required consents. Customer shall indemnify UD Trucks Group, its present and future affiliates and subsidiaries, employees, agents, successors and assigns for any and all claims, losses, liabilities, damages, fees, expenses and costs (including reasonable attorneys' fees) resulting from, or arising out of Customer's failure to comply with such laws.
- 3.7. UD Trucks Group (and/or Importer, as applicable) may withhold Services or may use the Information System to locate a registered vehicle if UD Trucks Group (and/or Importer, as applicable) reasonably believes that the vehicle is not operated by Customer as lawful owner or otherwise in compliance with any law or the terms and conditions of the Service Agreement and/or this Agreement.

#### **4. Limitations of Liability**

- 4.1. Customer accepts the Services, the Information System, the Portal and the Hardware (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 are made to Customer regarding any aspect of the Services, the Information System, the Portal and the Hardware. UD Trucks Group (and Importer, as applicable) hereby disclaims any and all warranties, express or implied, in relation to the Services, the Information System, the Portal and the Hardware (other than statutory or manufacturer's warranty rights limited to the Hardware separately purchased by Customer), including but not limited to any warranty of fitness for a particular purpose or

merchantability. UD Trucks Group (and Importer, as applicable) shall not be liable or responsible (whether in contract, tort, negligence, statute or otherwise) for any damages, injuries or liabilities, including but not limited to incidental, consequential or special damages, 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 UD Trucks Group (and/or Importer, as applicable) was aware of its possibility or not or for any consequential or indirect losses.

- 4.2. The total maximum liability of UD Trucks Group (and Importer, as applicable) under the Service Agreement and this Agreement for claims arising in each calendar quarter (whether in contract, tort, negligence, statute, restitution, or otherwise) shall not exceed 100% of the sum paid under the Service Agreement in the calendar quarter in which the claim arose.
- 4.3. Except as set out in the Service Agreement and/or this Agreement, all conditions, warranties and stipulations, express or implied, statutory, customary or otherwise are excluded to the fullest extent permissible by law.
- 4.4. Customer warrants to UD Trucks Group (and Importer, as applicable) that Customer, at all time during the term of the Service Agreement, has all necessary consents, permissions, licenses and authorizations in place to ensure that Customer uses the Services, the Information System, the Portal and the Hardware in full compliance with all applicable laws and regulations. Customer shall ensure, and is liable for, that personal data relating to the Services are processed only in compliance with applicable data protection laws and regulations, for example resulting from the GDPR. This includes information relating to the driver of a registered vehicle and other persons.
- 4.5. UD Trucks Group (and Importer, as applicable) will not be liable for any loss or damage of any kind whatsoever caused by acts or omissions of Customer, including, but not limited to, Customer's failure to comply with any laws and regulations.
- 4.6. UD Trucks Group (and Importer, as applicable) 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 may be dependent.
- 4.7. Customer understands and agrees that it (i) has no contractual relationship with the underlying carrier of mobile and wireless services used for the transmission of data and information, (ii) is not a third party beneficiary of any agreement between UD Trucks Group and the underlying carrier, (iii) the underlying carrier has no liability of any kind to 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 not delivered, and (v) 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.

## **5. Force Majeure**

- 5.1. UD Trucks Group (and Importer, as applicable) shall not be responsible or liable to Customer or deemed to be in breach of the Service Agreement and/or this Agreement for any failure or delay of performance of any obligation, if caused by any of the following circumstances: any act or omission or event beyond the reasonable control and contemplation of UD Trucks Group (and/or Importer, as applicable) including, without limitation, any act or omission of third party services providers (including, but not limited to GSM/GPRS data operators or any other third-party providing services or products), equipment failures or shortages, acts of God, war, labor strikes, disputes, protests, fire, tempest, explosion, an act of terrorism, disease/illness outbreaks and national emergencies, and UD Trucks Group (and Importer, as applicable) will be entitled to a reasonable extension of time for performing such obligations to the extent possible. UD

Trucks Group (and Importer, as applicable) may, under any of the aforementioned circumstances, at its own discretion suspend or terminate any or all of the Services.

### **Appendix III – Commissioned Processing of Personal Data**

This Appendix applies specifically to Customer who subscribes to the Services.

#### **1. Subject Matter and Details**

- 1.1. In the course of providing the Services, UD Trucks Group and/or Authorized Providers may access data and information collected through the Information System. Any such collected and processed data may be considered “personal data” within the meaning of the GDPR. In the course of providing the Services, UD Trucks Group and/or Authorized Providers may thus process personal data on behalf of Customer. Customer acknowledges and agrees that for such processing, Customer shall be the controller within the meaning of the GDPR (“Controller”) and UD Trucks Group (and Authorized Providers, as applicable) shall be the processor within the meaning of the GDPR (“Processor”) of such personal data. The following provisions of Section 1 above shall apply to such circumstances.
- 1.2. UD Trucks Group shall only process personal data in accordance with Customer’s documented instructions, unless otherwise required by applicable law to which UD Trucks Group is subject, in which case UD Trucks Group will inform Customer of that legal requirement before such processing, unless the relevant applicable law prohibits such information. UD Trucks Group shall immediately inform Customer if UD Trucks Group believes that compliance with any instruction received would breach applicable data protection legislation.
- 1.3. Upon documented request by Customer, UD Trucks Group shall make certain corrections, deletions or blocking of personal data if and to the extent required by applicable law. If the Portal provides any means for Customer to make such corrections, deletions or blocking of personal data, Customer shall use all reasonable endeavors to utilize the Portal prior to contacting UD Trucks Group with any request. Nothing in this Section requires or obligates UD Trucks Group to offer such means through the Portal. Customer acknowledges that certain deletions and/or blocking of personal data may cause UD Trucks Group (and/or Importer, as applicable) to be unable to provide any Services. Customer consequently acknowledges and agrees that such deletions and/or blocking shall automatically terminate the Service Agreement as to the affected Services, without any liability on the part of UD Trucks Group (and Importer, as applicable). Customer further acknowledges and agrees that UD Trucks Group may also act as Controller with respect to the personal data and in such circumstances may therefore retain any such personal data in its capacity as Controller notwithstanding any request from Customer to delete personal data held by UD Trucks Group in its capacity as Processor.
- 1.4. Beyond the automated service provision, individual documented instructions of Customer are permitted only in exceptional cases and only in accordance with the terms of the Service Agreement and/or this Agreement. Corrections, deletions and/or blocking of any personal data must therefore be made or requested by Customer in the scope of its access.
- 1.5. Customer authorizes UD Trucks Group to engage other Processors, including any UD Trucks Group entity, for carrying out specific processing activities on behalf of Customer (collectively, “Subprocessor”), provided that UD Trucks Group shall ensure that it has appropriate data protection provisions in place with each Subprocessor to satisfy the requirements of Article 28(3) GDPR. UD Trucks Group shall notify Customer in a reasonable manner, which may be by publishing an updated list of Subprocessor on a website, in the event of intended changes to its Subprocessor and allow Customer the

opportunity to object to such change. Customer acknowledges that in some cases, should Customer object to such change, this may mean that UD Trucks Group is unable to provide some or all of the Services. Customer consequently acknowledges and agrees that should Customer object to such change, UD Trucks Group may automatically terminate any Services and the Service Agreement without any liability on the part of UD Trucks Group.

- 1.6. Customer hereby grants UD Trucks Group power of attorney solely for the purpose of entering into the Standard Contractual Clauses (processors) set out in Decision 2010/87/EC, or any other agreement with any Subprocessor for the processing of personal data on behalf of Customer and with any Subprocessor located outside of the European Economic Area ("EEA") in order to facilitate the transfer of personal data in compliance with the GDPR, and further Customer acknowledges and agrees that any such Subprocessor may enter into a sub-processor agreement with subsequent sub-processors.
- 1.7. Customer agrees that UD Trucks Group may transfer (for the avoidance of doubt, including allowing access to) personal data to any country, including any country located outside of the EEA. The parties shall jointly take all reasonably required measures necessary for ensuring that such transfer is in accordance with applicable law, which may include necessary consents for cross-border transfer and/or entering into Standard Contractual Clauses and/or other model clauses for data transfer outside of the EEA.
- 1.8. If and to the extent another legal entity other than Customer is Controller of all or part of the personal data processed by UD Trucks Group (and/or Authorized Providers, as applicable) on behalf of Customer under this Agreement, Customer confirms that it has necessary authority and mandate to enter into this Agreement on behalf of such legal entity.
- 1.9. Nothing in this Agreement shall prevent or limit UD Trucks Group's ability to process personal data as Controller, even in respect of personal data which UD Trucks Group may be processing on behalf of Customer as Processor.

## **2. Further Duties of Customer**

- 2.1. Customer remains legally responsible for the assessment of the lawfulness of the collection, processing and use of personal data as well as for the safeguarding of the rights of affected third parties and with regard to claims asserted by such third parties. Customer shall ensure that any personal data stored in the Information System is lawfully processed.
- 2.2. Customer must immediately inform UD Trucks Group and provide appropriate instructions if Customer determines errors or irregularities in the data processing by UD Trucks Group (and/or Authorized Providers, as applicable).

## **3. Further Duties of UD Trucks Group**

- 3.1. UD Trucks Group is required to regularly control the correct data processing with regard to the implementation and fulfilment of this Agreement, in particular compliance with and, if needed, necessary adjustments of provisions and measures for the implementation of this Agreement on the commissioned data processing.
- 3.2. UD Trucks Group shall inform Customer without undue delay if UD Trucks Group becomes aware of a data breach affecting the personal data processed by UD Trucks Group on behalf of Customer in accordance with this Agreement.
- 3.3. UD Trucks Group may appoint a data protection officer and will, upon Customer's request, provide the data protection officer's contact details to Customer.

- 3.4. To the extent that UD Trucks Group's employees access personal data in the course of providing the Services, UD Trucks Group will supervise that the access and use is limited to what is necessary for providing the Services. UD Trucks Group shall endeavor to ensure in this respect that these employees are prohibited from collecting, processing or using the personal data without authorization and that these employees, to the extent required by applicable law, undertake to comply with the preceding requirements.
- 3.5. Taking into account the nature of the processing, UD Trucks Group will give Customer the commercially reasonable assistance by: i) providing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation as Controller to respond to requests for exercising the data subject's rights under applicable data protection laws, and ii) taking commercially reasonable steps as directed by Customer to assist Customer in the investigation, mitigation and remediation of personal data breach, including any required notification of personal data breach to the supervisory authority or the data subjects, and data protection impact assessment.
- 3.6. Customer may, no more than once per calendar year upon at least thirty (30) days prior written notice, during applicable UD Truck Group entity's normal business hours conduct an audit or appoint an independent third party auditor, provided that Customer and such auditor shall be bound by a confidentiality undertaking agreed by UD Trucks Group prior to an audit, to conduct an audit to assess UD Trucks Group's compliance with this Appendix III. The costs of any audit performed under this Section shall be borne by Customer. The audit shall be restricted in scope, manner and duration as reasonably necessary to achieve its purpose and may not unnecessarily disrupt UD Trucks Group's operations.
- 3.7. UD Trucks Group will not disclose any personal data, which UD Trucks Group processes as Processor on behalf of Customer, following information requests by third parties without consent from Customer, unless UD Trucks Group is required or requested to do so by law, regulations, a court or competent authority.

#### 4. Data Security

- 4.1. UD Trucks Group shall ensure sufficient data security by means of appropriate technical and organizational measures to protect the personal data that is processed on behalf of Customer, and UD Trucks Group agrees that such measures shall comply with the requirements of the applicable law. The technical and organizational measures to ensure data security may be modified by UD Trucks Group according to technical progress and development, provided that this does not result in a lower security level.
- 4.2. Customer is responsible to externally store data available to Customer through the Portal in due time prior to the termination or expiration of any part of the Service Agreement and/or this Agreement, whichever occurs first. Upon termination or expiration of this Agreement, UD Trucks Group will delete all personal data in the Portal relating to Customer and confirm this to Customer upon written request, except to the extent that UD Trucks Group is required by applicable law or regulations to retain such personal data or otherwise holds such personal data in its capacity as Controller.

#### 5. Details of Processing of Personal Data

- 5.1. The following provisions of this Section set out descriptions of the personal data processed by UD Trucks Group under this Agreement as required by Article 28(3) of the GDPR. For the avoidance of doubt, this Section does not create any obligation or rights for any party to this Agreement.
  - (i) ***Subject matter and duration of the processing of the personal data***  
The subject matter and duration of the processing of personal data are as set out in this Agreement.

- (ii) ***The nature and purpose of the processing of the personal data***  
The nature and purpose of the Processing of processing of personal data are as set out in this Agreement.
- (iii) ***The categories of data subject to whom the personal data relates***  
Employees and contractors of Customer.
- (iv) ***The types of personal data to be processed***  
To the extent considered personal data in accordance with the GDPR, the following types of personal data may be processed under this Agreement:
  - driver data, such as driver ID and/or number, name, telephone number, and other information related to the driver;
  - driving behavior and performance data, such as driving distances, driving pattern, speed, the geo-position including snail trail and other historical geo-positioning data, the location, and language settings of the dashboard;
  - vehicle identification codes, such as the vehicle-ID including Vehicle Identification Number (VIN) and chassis ID, IP number, and MAC address;
  - vehicle performance data, such as technical vehicle data, information from vehicle components, battery usage, engine data, fuel consumption, power/torque data, and fault codes;
  - vehicle usage data, such as tachograph data, brake usage, gear shifting, acceleration/deceleration, dashboard settings, power/torque utilization, technical data generated from the engine, and the detection of road and ambient conditions data with time stamps and operating hours; and
  - environmental data, such as road conditions, and ambient conditions.
- (v) ***The obligations and rights of Customer***  
The obligations and rights of Customer are as set out in this Agreement.

#### Appendix IV – Template Notice and Consent Form

Customer acknowledges and agrees to the terms and conditions as set forth below, and agrees to include the following form, in addition to any terms and conditions for consents required by Customer under applicable laws and regulations, in obtaining any necessary consents under this Agreement.

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\_\_\_\_\_ (“Truck Owner”) has contracted with \_\_\_\_\_, a company incorporated according to the laws of \_\_\_\_\_ (“UD Truck Seller”), in relation to the data and information collected, processed and used through data information system for the trucks branded UD.

The system collects, processes, monitors, analyzes and sends certain data interactively over the wireless network from the vehicle to UD Trucks Corporation, AB Volvo and their respective affiliates and subsidiaries (collectively, “UD Trucks Group”) in order to enable UD Trucks Group’s systems to further process the data. The data may also be shared and used by third-party service providers such as importers, dealers and workshops, subcontractors, vendors suppliers, agents and representatives authorized by UD Trucks Group (collectively, the “Authorized Providers”). In the course of providing certain services to Truck Owner, UD Trucks Group (and Authorized Providers, as applicable) may process data, including your personal data, on behalf of Truck Owner. The Truck Owner is responsible towards you for such processing, and any queries you may have with regard to such processing should, therefore, be directed to Truck Owner.

UD Trucks Group also collects, processes and uses the data and information to improve its trucks and services and create additional values from the collected data. Some data may be considered as personal data and protected by data protection laws when applicable. For such processing, UD Trucks Group may be required to have your consents under data protection laws. You provide your consents by signing this form.

*What data will UD Trucks Group (and Authorized Providers, as applicable) receive?*

UD Trucks Group (and Authorized Providers, as applicable) will receive data from Truck Owner and from the truck, either interactively over the wireless network, through diagnostic tools, e.g. Tech Tool, at workshops and dealers, and/or by other means. Data may include, but are not limited to: driver data, such as driver ID and/or number, name, telephone number, and other information related to the driver; driving behavior and performance data, such as driving distances, driving pattern, speed, the geo-position including snail trail and other historical geo-positioning data, the location, and language settings of the dashboard; vehicle identification codes, such as the vehicle-ID including Vehicle Identification Number (VIN) and chassis ID, IP number, and MAC address; vehicle performance data, such as technical vehicle data, information from vehicle components, battery usage, engine data, fuel consumption, power/torque data, and fault codes; vehicle usage data, such as tachograph data, brake usage, gear shifting, acceleration/deceleration, dashboard settings, power/torque utilization, technical data generated from the engine, and the detection of road and ambient conditions data with time stamps and operating hours; and environmental data, such as road conditions, and ambient conditions.

*How will UD Trucks Group use the data?*

UD Trucks Group may process and use such data for their own internal purposes, including but not limited to product and services research and development to, for example, provide, support, enhance and maintain the services and develop new products and services, solving quality issues, accident research investigations, warranty and contract or regulatory compliance related matters (such as product liability), surveillance of contractual and/or regulatory compliance by Truck Owner, marketing, and proactive maintenance and diagnostics and in so doing may share or transfer such data to UD Trucks Group companies, Authorized Providers or other third parties, including third parties outside the EU. Please note that your personal data may be shared and/or transferred to third parties for the marketing purposes of such third parties.

*How will UD Trucks Group share the data?*

UD Trucks Group may disclose the data including your personal data to other companies within the UD Trucks Group and Authorized Providers to perform the services for Truck Owner and/or as set out in the section above. UD Trucks Group may also disclose your personal data to others if required or requested to do so by law, regulations, a court or competent authority. If any UD Trucks Group Company is involved in a sale or transfer of all or some of its assets or operations, the data and information may further be transferred to the acquiring party.

*Where will the data be kept?*

UD Trucks Group may transfer your personal data internationally when needed for data storage and processing and for the purposes set out above. UD Trucks will take the necessary measures to ensure that all information transferred receives an adequate level of data protection.

*For how long will UD Trucks keep the data?*

UD Trucks Group will only keep your personal data for as long as necessary in relation to the purposes set out above.

Last updated: 8 June 2022