

SERVICE AND DATA MANAGEMENT AGREEMENT

Included connected services

between

RENAULT TRUCKS

A French SAS with registration Number: 954 506 077, Registry of Lyon

99 route de Lyon 69800 Saint Priest, France

Hereafter « Renault Trucks » or “the Service Provider”

and

Customer name (legal entity):

Registration Number:

Address:

Country:

Phone:

Email:

WHEREAS

Renault Trucks is a company within the Volvo Group of Companies, being responsible for the marketing, sales and distribution of trucks and services. In that capacity, Renault Trucks has the responsibility to set up, maintain, develop, and support a distribution network that fully corresponds to the Renault Trucks strategy and that achieves customer satisfaction.

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

In consideration for Renault Trucks providing the Customer with any Information Services (as defined below), Renault Trucks, for its own account and for and on behalf of AB Volvo and all subsidiaries of AB Volvo (“the Volvo Group”), and the Customer (together, the “**Parties**”) agree as follows:

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1. **PURPOSES OF THIS AGREEMENT**

The purposes of this Service and Data Management Agreement (the "**Agreement**") are the following:

- a. to set out the terms and conditions applicable to the provision, and termination, of services to the Customer in relation to any vehicle, which involve the processing of information from Information Systems (as defined below). Those services to Customer include, but are not limited to, Proactive Maintenance Package, Optifleet and/or Optivision Service as well as other similar platforms, portals and services ("**Digital Channels**"), and any services provided through the Digital Channels (together, the "**Information Services**"; "**Services**"). At the date of signature of the present Agreement, Information Service provided by Renault Trucks to the Customer are described in **Appendix 1**. Any subsequent subscription to Services by the Customer shall be integrated to this Agreement as additional appendices subject to the terms and conditions defined in the present Agreement.
- b. to set out the terms and conditions on which Renault Trucks collects, uses and shares data from Information Systems;
- c. to put in place appropriate contractual provisions, as required by Article 28 of the EU General Data Protection Regulation 2016/679 (the "**GDPR**") or by any applicable law, to govern Renault Trucks 's processing of Personal Data (as defined in the GDPR) on behalf of the Customer.

2. **INFORMATION SYSTEMS**

The Customer is aware that the Renault Trucks vehicles manufactured, supplied or marketed by any company within the Volvo Group are equipped with one or more systems which may gather and store information about the Vehicle (the "**Information Systems**"), including but not limited to information relating to Vehicle condition and performance and information relating to the operation of the Vehicle (together, the "**Vehicle Data**"). The Customer agrees not to interfere with the operation of the Information Systems in any way.

Notwithstanding any termination or expiry of this Agreement, the Customer acknowledges and agrees that Renault Trucks may: (i) access the Information Systems at any time (including remote access); (ii) gather the Vehicle Data; (iii) store the Vehicle Data on Volvo Group systems; (iv) use the Vehicle Data in order to provide services to the Customer, as well as for its own internal and other reasonable business purposes including but not limited to product and services research and development to, for example, enhance and maintain the Services and develop new products and services, solving quality issues, accident research investigations, warranty and contract or regulatory compliance surveillance (such as product liability), marketing and proactive maintenance and diagnostics; and (v) share the Vehicle Data within the AB Volvo subsidiaries and with selected third parties including but not limited to HCL Technologies Sweden AB in Sweden, HCL Technologies Limited in India, HCL Comnet in India and Amazon Web Services EMEA SARL in Luxembourg and with selected third parties who shall act as the sub-processors (hereinafter "**Sub-Processors**") of Renault Trucks.

The Customer shall ensure that any driver or any other individual authorised by the Customer to operate the Vehicle: (i) is aware that personal information relating to them may be gathered, stored, used, shared or otherwise processed by Renault Trucks; and (ii) is referred to or provided with a copy of the applicable Volvo Group privacy notice (available at <https://www.volvogroup.com/en-en/privacy.html>).

Insofar as Renault Trucks is responsible for processing within the meaning of the GDPR, and that certain data may be considered personal data, then the Customer undertakes to confirm that it has obtained the consent of the persons concerned by the processing and to provide it to Renault Trucks when first requested to do so.

3. **DATA PROTECTION AND PROCESSING**

During the course of providing the Information Services, either directly or through its authorised dealers, as well as during the course of Renault Trucks, any of its authorised business partners or

any third party providing services, such as repair, maintenance or other services (whether or not under warranty), Renault Trucks may process personal data within the meaning of the GDPR ("Personal Data") and any applicable law based on the Customer location or the location of data processing means, on behalf of the Customer, its affiliates or agents.

With respect to any such processing, the Parties agree that the Customer is the "controller" and that Renault Trucks will act as the Customer's "processor" as contemplated in the GDPR, and the Customer shall accordingly be liable for complying with relevant requirements of such laws applicable to data controllers.

Appendix 3 of this Agreement sets out the terms and conditions applicable to such processing of Personal Data and shall apply whenever Renault Trucks is processing Personal Data on behalf of the Customer.

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

4. SERVICE TERMS AND CONDITIONS

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

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

4.3. In the event of a conflict between the provisions of this Agreement and such specific terms and conditions, the specific terms and conditions shall take precedence and shall apply in place of the conflicting provisions of this Agreement, but the remaining provisions of this Agreement shall continue to apply.

4.4. The Customer shall not distribute, retransfer, copy, publish, modify, enhance, reverse engineer, decompile or otherwise alter the Information Systems.

4.5. Renault Trucks may modify, upgrade, exchange or substitute any of the Information Services or part thereof without notice as part of the continuous improvement process related to the Information System or as required to comply with any applicable safety, statutory or regulatory requirement or for added functionality which does not materially affect the quality or performance of the Information Services or of the Vehicle.

4.6. The right of the Customer to use the Information Systems is subject to the technical and regulatory availability of the Information Systems. The technical availability of the Information Systems 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).

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

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

The Customer shall at all times comply with Renault Trucks 's user guidelines and manuals in respect of each vehicle.

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

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

4.9. The Customer agrees to notify Renault Trucks in writing if it intends to sell or otherwise transfer ownership of the Vehicle to a third party before such transaction takes place to enable Renault Trucks to maintain sustainable compliance with all applicable legislation that could arise from change of ownership or possession.

5. DEACTIVATION OF THE INFORMATION SYSTEMS

Upon the written request of the Customer, Renault Trucks shall deactivate its remote access to the Information Systems with respect to any nominated Vehicle, by reference to the Vehicle identification number ("VIN"), at the Customer's expense and without undue delay ("Vehicle Deactivation"). To the extent that Vehicle Deactivation must be carried out by a Renault Trucks-authorized workshop, the Customer shall be responsible for delivering the nominated Vehicle(s) to any such workshop for deactivation.

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

The Customer acknowledges that Vehicle Deactivation shall mean that Renault Trucks is unable to provide any Information Services with respect to the Vehicle that has been deactivated. The Customer consequently acknowledges and agrees that Vehicle Deactivation shall automatically terminate any services agreement entered into by the Customer and Renault Trucks and/or any Volvo Group entity and the Customer, without any liability on the part of any Volvo Group entity, with respect to Information Services relating to the vehicle being deactivated.

Upon the written request of the Customer, Renault Trucks shall reactivate its remote access to the Information Systems with respect to any nominated vehicle, by reference to the VIN at the Customer's expense ("Vehicle Reactivation"). Unless Renault Trucks is able to carry out Vehicle Reactivation remotely, any Vehicle Reactivation must be carried out by a Renault Trucks-authorized workshop and the Customer shall be responsible for delivering, if necessary, the nominated Vehicle(s) to any such workshop for reactivation. In the event of a Vehicle Reactivation, the terms and conditions of this Agreement and any other services agreement shall apply to the provision of any Information Services with respect to such Vehicle.

6. LIMITATIONS OF LIABILITY

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

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

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

Renault Trucks shall not be liable for any loss or damage of any kind whatsoever caused by a failure or downtime of the public communications systems on which the provision of the Information Services may be dependent.

The Customer understands and agrees that: (i) it has no contractual relationship with the underlying carrier of mobile and wireless services used for the transmission of data and information, (ii) it is not a third party beneficiary of any agreement between Renault Trucks or any of its affiliates 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 Information Services.

7. WARRANTIES

The Customer warrants that it has and will have at all times during the term of this Agreement, all necessary consents, permissions, licences and authorisations to ensure that the Customer uses the Information Services, Information Systems and Digital Channels in full compliance with all applicable laws and regulations.

Statutory or manufacturer's warranty rights are limited to those provided in relation to the specific Information Services separately purchased by the Customer. Such warranty rights do not cover any other Information Services and/or the operability of the Information Systems.

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

8. GENERAL

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

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

Africa	www.renault-trucks.africa
Morocco	renault-trucks.co.ma
Tunisia	renault-trucks.tn

Unless the modification is of substance; in which case the express consent of the Customer will be required, the Customer shall be deemed to have accepted the new terms if it has continued to use the Information Services for three (3) months after such new terms have been published.

8.3. The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement will be governed by French law and with the exclusion of the UNCISG-rules, unless and to the extent other law mandatorily applies.

French courts will have exclusive jurisdiction to settle any dispute which may arise out of, or in connection with this Agreement. The parties agree to submit to that jurisdiction.

8.4. If any condition or part of 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 this Agreement and will be ineffective, without, as far as is possible, modifying any other provision or part of this Agreement and this will not affect any other provisions of this Agreement which will remain in full force and effect.

8.5. Renault Trucks shall have the right to transfer this Agreement at any time to any Volvo Group entity. The Customer shall approve such assumption of contract and shall release Renault Trucks from this Agreement without any further claims.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT (OR ANY AMENDMENT OF THIS AGREEMENT), YOU MUST NOT SIGN THIS DOCUMENT, OR DOWNLOAD, ACCESS, INSTALL OR OTHERWISE USE ANY OF THE INFORMATION SERVICES.

<div>CUSTOMER:</div> <div></div> <div>(sign)</div> <div>Date, place:</div> <div>Name:.....</div> <div>Title:</div>	<div>RENAULT TRUCKS</div>
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APPENDIX 1 – INFORMATION SERVICES DESCRIPTION

The Renault Trucks' range of Information Services includes three (3) different Services:
Proactive Maintenance Package (I);
Optifleet Service (II);
Optivision Service (III).
The range of Services may be updated from time to time.

I. PROACTIVE MAINTENANCE PACKAGE

The Proactive Maintenance Package is a connected service of telematic data obtained from the operation of the vehicles by the Customer. These data will be used by Renault Trucks and/or its authorized dealers' aftersales teams to improve the Customers' trucks uptime.

The Proactive Maintenance Package includes the following features:

Connected PMS (Personalized Maintenance Schedule): it consists of a weekly update of the odometer, engine hours and fuel consumption to remotely adapt the maintenance plan.
Remote: reading of Default Trouble Codes (DTC), updating of administrative kits, programming of parameters and software campaigns
Remote Assistance 24/7: enables truck GPS position and DTC.

The Proactive Maintenance Package's features might, at Renault Trucks discretion, be upgraded or modified over time to improve the efficiency of the Customers' operations.
It is specified that the Customer has no access to the telematic data collected by the Proactive Maintenance Package system. Some telematics systems require to be enabled by the driver (e.g. pushing the dedicated button on the cab's driver interface).
The Proactive Maintenance Package is included as standard in all T, C and K Renault Trucks' Vehicles dated 2021. Used trucks dated before 2021 might request an update and/or the installation of the compatible telematic device.

II. OPTIFLEET SERVICE

With the Optifleet Service, Renault Trucks grants its Customer access to and use of certain telematics data obtained from the operation of vehicles by the Customer.

These data will be used to perform the Optifleet Services which include separate Service offers (hereinafter, individually or together, the "**Service Offer(s)**") to which the Customer can subscribe to:

The "Check" module: This Service Offer includes the monitoring of technical Vehicle data, data relating to the environment, mileage readings and driving behaviour analysis algorithm;

The "Map" module: This Service Offer includes Vehicle location, so that their routes can be displayed. The advanced module "Map+" is only available in conjunction with the MAP module. This option can be used to obtain a high-frequency position and enhanced geographical barriers.

The "Drive" module: This Service Offer includes track driving and rest in real time, Data programming and downloading from the tachograph memory/driver card.

Other modules: additional data modules may be created in order to provide the customers with new services.

When subscribed to, the data can be accessed by the Customer:

In the form of an API (Application Programming Interface) which has undergone preliminary tests governed by the general terms of use of the portal provided by the Service Provider for this purpose;

On the website www.optifleet.net (the "**Website**"), where the data is formatted and interpreted using algorithms;

On mobile applications;

If applicable, in the form of documents obtained from the analysis of the-said data.

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

However, the Optifleet Services must be activated by subscribing to a monthly or a pre-paid subscription to any of the Service Offers described hereinabove. The financial terms are defined on the sales agreement/purchase order of the related Vehicles and the subscription terms and conditions are set out in Appendix 2 to this Agreement.

It is specified that the any Retrofit Activation of the Optifleet Services is subjected to a separate agreement between the Parties, which shall mention all financial terms related to the retrofit sale. Such agreement shall be incorporated in the present Agreement.

III. OPTIVISION

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

It is designed with two selectable driving modes:

A default mode called "Eco on": it optimizes fuel consumption by acting on acceleration, gear shifting, cruise control and deceleration.

An "Eco off" mode: it allows the driver to change the driving mode. An indicator informs the driver in real time of the driving style adopted.

Vehicles are not pre-equipped with Optivision. This Service shall have been specified and requested by the Customer in the sales contract or order form duly signed by the Customer and Renault Trucks.

APPENDIX 2 – OPTIFLEET SERVICES TERMS AND CONDITIONS

The Services Provider and the Customer agree to conclude an “Optifleet” telematics service agreement, enabling the Customer to benefit from the services subscribed to by the customers and described in the General Term of Service (“**GTS**”) of this agreement (hereinafter the “**Agreement**”). The special terms of the Optifleet telematics services agreement such as the identification of the services offer subscribed to and the financial terms are defined in the sales contract/purchase order of the related Vehicle (pre-paid subscription) or in the separate contract in the event of retroactive activation of the Optifleet Services (“**Specific Terms**”).

The Customer undertakes to use the Services in accordance with the Service Provider's recommendations and the conditions of use and access specified herein.

The Customer declares that it has read and accepted the attached GTS of the Agreement.

The Customer authorises the transfer of information to Renault Trucks, its commercial network and Volvo Group companies or third party business partners inside or outside the EU

1 - PURPOSE OF THE AGREEMENT

To help customers with their day-to-day operations, the Service Provider offers Optifleet - the off-board IT solution for real-time fleet management and monitoring. The purpose of these General Terms of Service (the “**GTS**”) is to define the terms and conditions under which (the Service Provider) grants the Customer the non-exclusive and, non-transferable right to use and access the Optifleet telematics services of (the “**Services**”) as described in the Specific Terms.

The Customer and the Service Provider are referred to hereinafter individually as the “**Party**” and jointly as the “**Parties**”.

2 – PRESENTATION OF THE SERVICES

2.1 The Service Provider grants its Customer access to and use of certain telematics data obtained from the operation of vehicles by the Customer and the Customer accepts it. These data will be used to perform the “Optifleet” Services which include Service offers (hereinafter, individually or together, the “**Service Offer(s)**”) to which the Customer can subscribe to:

“**CHECK**” module: This Service Offer includes the monitoring of technical Vehicle data, data relating to the environment, mileage readings and driving behaviour analysis algorithms

“**MAP**” module: This Service Offer includes Vehicle location, so that their routes can be displayed. MAP+ is only available in conjunction with the MAP module. This option can be used to obtain a high-frequency position and enhanced geographical barriers.

Other modules: additional data modules may be created in order to provide the customers with new services.

The scope of Services that are provided pursuant to this Agreement covers the Services Offer(s) for which the Customer signed up and registered for pursuant to the Optifleet registration process. Each Service Offer proposed to the Customer includes access to the Services and communications required for data transfers between equipped vehicles and the IT server hosting the Customer's data.

2.2 Once the Customer has signed up for the Service Offer(s) of its choice, the data can be accessed by various means:

In the form of an API (Application Programming Interface) which has undergone preliminary tests governed by the general terms of use of the portal provided by the Service Provider for this purpose;

In the form of a website (the “**Website**”), www.optifleet.net and/or www.optifleet-evol.net where the data is formatted and interpreted using algorithms;

In the form of mobile applications;

If applicable, in the form of documents obtained from the analysis of said data.

2.3 The various Service Offer(s) and means of accessing data together form the Optifleet services system (hereinafter the “**Optifleet Services System**”).

This Optifleet Services System might, at Service Provider discretion, be upgraded or modified over time so that the Customer can access new data/functionalities enabling it to improve the efficiency of its operations.

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

3 – RECORDING AND PROCESSING OF INFORMATION

To the extent permitted by law, the Customer authorises the Service Provider to use any information concerning the latter which may be required for the completion, development and maintenance of the Services.

Some data are collected, stored, processed, tracked, analyzed and sent interactively by the Optifleet Service System to the Service Provider. The Service Provider may also obtain data via diagnostic tools, e.g. TechTool, at the workshop and dealer level. The Customer agrees to the use of the TechTool for the collection of data from the Vehicle (including personal data) and for the diagnosis and corresponding maintenance.

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

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

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

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

4 - ASSIGNMENT

4.1 The Services are reserved exclusively for the Customer, i.e. the company signing the Agreement. Except in the case of a prior written agreement with the Service Provider, the Customer shall specifically refrain from assigning, transferring, selling, sub-leasing or sub-licensing all or part of the Services to any third party whatsoever; the term third party includes its subsidiaries and parent company, in particular.

4.2 The Service Provider is authorised to sell, delegate, grant under licence or mandate or subcontract all or any of its rights or obligations under this Agreement.

5 – TERM AND TERMINATION OF THE AGREEMENT

5.1 This Agreement becomes effective on the date of its signature by the Parties (the “**Effective Date**”), in accordance with the Financial Terms and Duration subscribed to in the Specific Terms.

5.2 Availability of Services will take effect upon Effective Date of this Agreement and upon activation of the Services by the Service Provider, the Authorized Service Provider or the customer on the Website for each vehicle concerned.

5.3 In case of Monthly Payment (Option 1 – Indefinite duration), either Party may terminate this Agreement in writing or by registered letter with acknowledgement of receipt subject to a notice period of one month.

5.4 In case of a pre-paid subscription (Option 2), and unless earlier terminated pursuant to Articles 5.5 and 5.6, this Agreement shall automatically terminate without any further act or formality on the part of either Party, on the Expiry Date as defined in the Specific Terms.

Notwithstanding the foregoing, sixty (60) days prior to the Expiry Date, the Service Provider gives notice to the Customer of the possibility to extend this Agreement. If the Customer agrees to continue the Agreement, it shall be extended for an indefinite period and “Monthly Payment” terms and conditions described in this Agreement shall apply, unless otherwise agreed between the Parties.

5.5 In the event of default by either Party with any of its obligations set out therein, the injured Party may send the defaulting Party a written formal notification by registered letter demanding that the latter comply with its contractual commitments. If the defaulting Party has failed to remedy such default thirty (30) days after notice thereof, the injured Party may terminate the Agreement with immediate effect and without the need for a court intervention, notwithstanding the payment of damages.

5.6 Notwithstanding the foregoing, if the Customer fails to fulfil its obligations arising from the provisions of Articles 4, 6 and 7 of the Agreement, the Service Provider may terminate the Agreement with immediate effect and without the need for a court intervention in writing or by registered letter with acknowledgement of receipt, notwithstanding the payment of damages.

5.7 In the event of termination or end of this Agreement, and subject to provisions of this Article 5 when applicable, the Service Provider or the Authorized Service Provider will proceed to deactivation of the services on the concerned vehicles.

5.8 In the event of the termination of the Agreement for any reason whatsoever, the Customer will be automatically liable to pay any outstanding amount due to the Service Provider.

5.9 The Customer undertakes to inform the Service Provider in writing if the Customer intends to sell or transfer ownership of the Vehicle to a third party.

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

6.1 The Customer specifically acknowledges that the Agreement only grants it the right to access and use the Services for which it signed up.

6.2 The right to use and access the Services is subject to technical availability of the telematics system. The availability of telematics system depends on availability of network and satellite coverage and may be disputed due to local barriers (e.g bridges, buildings etc.), atmospheric or topographic conditions and technical limitation (e.g inbuilt errors of GPS system).

6.3 The telematic system may not be available due to maintenance work or error clearance of technical components of the system. The Service Provider and/or Authorized Service Provider will not be liable for consequential losses incurred by Customer due to any disruption of the telematic system and Services.

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

The Customer hereby acknowledges in particular that it has not received any licence to use the RENAULT trademark or any other trademark, name or distinctive sign included in the Services of the Optifleet Services System.

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

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

6.5.2 In particular, the Customer undertakes not to:

download, send or transmit any data or content which is illegal, harmful, threatening, abusive, harassing, slanderous, vulgar, obscene, defamatory, threatening to the privacy of others, hateful, racist or reprehensible on any other grounds

restrict or disrupt servers or networks connected to the Services or refuse to comply with the required conditions, procedures, general rules or regulatory provisions applicable to the networks connected to the Services

use its hosting site (or directory) as a means of storing remote downloads or as a gateway or pointer towards another Web page (apart from its own Web page)

6.6 Customer is responsible for providing true and accurate information in due time related to any registration, deregistration, other processes in relation to the Services and/or any recording of data in respect of each vehicle. Customer is in particular solely responsible for ensuring that:

(i) any and all actions required for the collection, processing, use, communication or transfer abroad of data related to the Services are taken;

(ii) Customer informs the Service Provider and the Authorized Provider about any sale or change in ownership of a registered vehicle;

(iii) Customer requires deregistration of 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 Optifleet Services System in violation of any laws or for unlawful or abusive purposes.

6.7 The Customer is prohibited throughout the entire term of the Agreement to tamper with, amend, alter or copy the systems and software included in the Services. In addition, the Customer will not

distribute, retransfer, copy, publish, modify, enhance, reverse engineer or otherwise alter the information and content provided through the Services or the Optifleet Services System.

6.8 The content of the Services, particularly cartographic information, data, databases, geographical coordinates (x, y), illustrations, logos and trademarks, are protected by copyright and other intellectual property rights. It may not be copied, reproduced, published, downloaded, posted, transmitted or distributed by any means whatsoever. Only data exports and printouts of Website or Application pages, if and when available, are authorised within the framework of the use of the Services by the Customer, to the exclusion of any marketing.

6.9 The Customer shall also refrain from performing work on vehicles that could disrupt the smooth delivery of the Services.

6.10 The Customer shall inform users, including drivers, that they may only use the Services when the Vehicle is immobilised, in order, among other things, to maintain their vigilance and not to distract their attention.

6.11 It is hereby agreed between the Parties that the provision of the Services and the sharing of technical details relating to the Vehicles with the Service Provider and/or Authorised Service Provider will not release the Customer (or users) from their exclusive responsibility to maintain said vehicles or, in an emergency situation, to take any appropriate measures to guarantee their safety.

6.12 The telecommunication operators (the "Operators") have a commitment to the Service Provider to do their utmost to provide a high-quality service. The data and information will, however, be provided "as is".

The Customer understands and agrees that: (1) it has not entered into a contractual relationship with the underlying wireless service operator, (2) it is not a third-party beneficiary of any kind of agreement between the Service Provider or any Volvo Group company and the underlying operator, (3) the underlying operator has no liability of any kind towards the Customer whether for breach of contract, warranty, negligence or strict liability in tort or otherwise, (4) messages may be delayed, deleted or not delivered and (5) the underlying operator cannot guarantee the security of wireless transmissions and will not be liable for any lack of security linked to the use of the Services.

6.13 Neither the Service Provider nor the Operators or Authorized Service Provider may be held liable in the event of the contamination of the Customer's IT hardware as a result of the propagation of a virus or other digital infections. The Customer will be responsible for taking all appropriate measures to protect its own data and/or software against contamination by any viruses which may be circulating on the Internet.

6.14 The Customer acknowledges that it is aware of the fact that the Services incorporate property belonging to the Service Provider as well as third parties (Operators and others).

Accordingly, the Customer therefore undertakes to comply and ensure compliance by all individuals required to work on working with the systems and software with the property rights attached to them.

In particular, the designation number and password provided to the Customer by the Service Provider (or by the Authorized Service Provider) are personal and confidential, and the Customer is solely responsible for their use and access. In any event, the Service Provider does not provide any guarantee with regard to the data transmitted in the frame of the Agreement, and the Customer is responsible for verifying their accuracy, authenticity, credibility and use/exploitation.

6.15 The Service Provider and/or the Authorized Service Provider may not be held liable for the IT infrastructure installed on the Customer's premises. The Customer is solely responsible for saving its data and protecting access thereto by appropriate digital means.

The Service Provider and/or the Authorized Service Provider may not be held liable for piracy of the Optifleet Services System or fraudulent use of data by a third party.

6.16 Customer's obligations as set out herein will continue to apply 10 years after expiry of the Agreement.

6.17 In the event of a breach by the Customer of its obligations, the Service Provider declines all liability relating to any malfunctioning of the Services. In this case, the Customer will be solely liable for all consequences resulting from this breach in relation to third-party rights, in particular those of the Operators (suppliers of communications, cards, etc.).

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

This coverage may change depending on the agreements entered into with the Operators and on receipt of required certificates and/or necessary permits regarding the use of telematic services

and the telematic hardware on the specific country. The Service Provider and/or the Authorized Service Provider may not be held liable for such change and for use of the Services outside the countries referred to above.

6.19 The Service Provider reserves the right to make any necessary changes to the Services and their means of access in order to comply with any applicable safety requirements, including from a legal or regulatory point of view, which do not physically affect their quality or performance.

6.20 The Customer acknowledges that it has been informed of the obligation to comply with all the social requirements imposed by any applicable regulations. It will be responsible for all consultations, notifications and authorisations required with regard to staff representatives or other competent bodies.

7 – FINANCIAL TERMS

7.1 The price of the Services, excluding VAT, will be paid by the Customers in accordance with the terms of payment as indicated in the invoice.

7.2 The price applicable to the Agreement in progress can be revised to take into account general changes in the prices applicable by the Operators or the exchange rate, and pass on these variations in a fair and balanced manner, provided that the general structure of the Agreement is not called into question.

7.3 In the case of a direct debit, the Agreement must be accompanied by a direct debit authorisation completed and signed by the Customer on the signature date of the Agreement and full bank details

7.4 If the fee is not paid in due date and subject to prior formal notice to pay, a penalty may be applied to the amounts owed.

If the invoice is not paid in due date, the Service Provider will be entitled to suspend the Services until the outstanding amount has been paid in full and may terminate the Agreement under the terms provided for in Articles 5 and 6.

7.5 If the Optifleet equipment is moved (Vehicle transfer within the Customer's fleet), the equipment assembly/dismantling costs and management costs will be borne by the Customer

7.6 Special terms governing Monthly Payment

7.6.1 Invoices will be raised for every month commenced.

7.7 Special terms governing pre-paid subscriptions

7.7.1 The Customer may take out a pre-paid subscription to the Services. In case of new Vehicle purchase order, the subscription costs will be included in the Vehicle sale price and the specific terms outlined below will apply.

7.7.2 The subscription period will start the month following the registration of the Vehicle on the Optifleet portal.

7.7.3 All costs not covered by the pre-paid subscription (for example, additional Service Offers) will be charged to the Customer on the basis of the Optifleet price list as provided by the Service Provider and agreed with the Customer.

7.7.4 If the Customer wishes to cancel or modify the pre-paid subscription, it may not claim any reimbursement, even for a partial amount, for the said cancellation or modification.

Any modification requests will give rise to a new subscription and the application of a new Optifleet agreement.

7.7.5 Any necessary information related to the registration of the Vehicle must have been provided by the Customer during the year following the Vehicle invoicing if it is to benefit from the prepaid period.

8 - LIMITATION OF THE SERVICE PROVIDER'S LIABILITY

8.1 The Parties expressly agree that the Service Provider is bound by a best-efforts obligation with regard to all the obligations under the Agreement.

8.2 Customer accepts the Optifleet Services System (including, but not limited to all analyses, documentation, functions, software) on an "AS IS, AS AVAILABLE, WITH ALL FAULT" basis. No representations and warranties are made to Customer regarding any aspect of the Optifleet Services System.

8.3 The Customer uses the Services under its exclusive responsibility without any possible recourse against the Service Provider and/or Authorized Service Provider.

Neither the Service Provider nor the Operators may be held liable in any case whatsoever in the event of claims involving contractual liability, criminal liability or any other claims, for any direct or

indirect damage, incident or ancillary event of any nature whatsoever or any damage, particularly of a financial or business nature, resulting from the use or discontinuation/termination of the Services or any information obtained by means of said Services.

8.4 The Service Provider's liability is excluded in particular in the case of:

force majeure or events outside the Service Provider's control;

a service outage and other malfunctions outside the Service Provider's control, notably with regard to the communications network (including but not limited to coverage and availability of the GPRS Data operator's network),

failure or downtime of the public communications systems upon which the provision of the Services is dependent.

the inadequacy of the Services with regard to the Customer's specific objectives.

unauthorised work performed by the Customer and/or a third party on equipment, systems or software,

anomalies generated by another application,

incorrect data, delays, omissions or inaccuracies, as the Service Provider cannot guarantee the accuracy, relevance, up-to-date nature or reliability for a specific purpose of all the information and data collected and transmitted to the Customer.

8.5 The Service Provider hereby disclaims any and all warranties, express or implied, relative to the Optifleet Services System, including but not limited to any warranty of fitness for a particular purpose or merchantability. The Service Provider shall not be liable or responsible for any damages, injuries or liabilities caused directly or indirectly from the use of the Optifleet Services System, 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.

8.6 In any event, if the Service Provider is found liable on any grounds whatsoever in the context of the Agreement, the Customer's right to compensation will be limited to an amount which may not exceed one month's fee payable for the Services.

8.7 Customer warrants to the Service Provider that Customer, at all time during the execution of the Services, has all necessary consents, permissions, licences and authorisations in place to ensure that Customer uses the Optifleet Services System in full compliance with all applicable laws and regulations. Customer shall ensure, and is liable for, that personal data relating to telematic Services are processed only in compliance with all applicable data protection laws and regulations, including the GDPR. This regularly includes information relating to the driver of a registered vehicle and other persons as well as obtaining any relevant consent.

The Service Provider 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 the GDPR or any other applicable law.

9 - ALLOCATION OF SERVICES TO THE VEHICLE(S)

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

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

activation of additional vehicles subject to equipment compliance and to payment of additional fees
deactivation of vehicles

modification of Services subject to equipment compliance and provisions of this Agreement (in particular provision 7.7)

The Customer is solely responsible for the implementation of the above-mentioned operations and can request the help of the Authorized Service Provider or Service Provider.

The deactivation of all vehicles by the Customer will result in the automatic termination of this Agreement as of right subject to Articles 5.3, 5.4 and 5.8.

10 - TRANSFER OF VEHICLE TO THIRD PARTY

Customer is obliged to inform Service Provider and Authorized Service Provider promptly if a registered vehicle is transferred or other than temporarily 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) complies with provisions in this Agreement and registers the Services with Service Providers. The Customer shall inform the Service Provider on any impediment, issue or circumstance which could hinder Service Provider's data processing.

11 - JURISDICTION

This Agreement is governed by French law and will be interpreted in accordance with French law, except for the conflict of laws rules.

Any disputes, controversies or claims resulting from this Agreement, or from the termination, cancellation or invalidity of the Agreement or relating to it, will be subject primarily to the jurisdiction of the Commercial Court of Lyon, France.

12 - SEVERABILITY - AMENDMENTS

The Agreement constitutes the entire agreement between the Parties. In the event of a contradiction between the Agreement and one of its annexes (if any), the Agreement will prevail unless the Parties express an unequivocal desire to derogate from the latter.

The Customer expressly agrees to refrain from applying its general terms and conditions of purchase for the application of the Agreement.

To be valid, any change to this Agreement must be made in written form and be signed by the duly authorised representative of both Parties.

If any of the provisions of the Agreement found to be null and void in whole or in part, this will not affect the validity of the other Articles.

13 – FORCE MAJEURE

Neither Party is liable for failing to fulfil, or having delayed fulfilment of, conditions of this Agreement if fulfilment is delayed or precluded by circumstances beyond its control, such as war, change of any applicable law, compliance with governmental decision, any legal prohibition on the Service Provider's ability to conduct its business (including passing of a statute, decree, regulation, order...), mobilisation, riots, strikes or similar circumstances, provided that the non-fulfilling Party immediately informs the other Party of the circumstances preventing the fulfilment and takes all reasonable actions to overcome such circumstances and minimise the consequences thereof.

In the event that the obligations incumbent on one of the Parties under this Agreement cannot be fulfilled due to the aforementioned circumstances, the Agreement will be suspended. If the suspension resulting from said circumstances exceeds a period of three months, the Agreement may be automatically terminated, in full, by either Party.

14- DATA PROTECTION

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

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

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

In such cases, Section 3 of this Agreement shall survive the expiration or earlier termination of this Agreement.

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

The Customer agrees, where required, to obtain the consent of its employees in accordance with any applicable law(s). Accordingly, the Customer shall indemnify and hold harmless Service Provider, its affiliates, employees, agents, successors and assigns, both present and future, from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of Customer's failure to comply with such laws.

The Customer shall remain legally responsible for assessing the lawfulness of the collection, processing and use of Personal Data, and for safeguarding the rights of affected third parties and with respect to claims made by such third parties. The Service Provider undertakes to implement technical and organizational measures to ensure the security of such data.

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

15 - ADDRESS FOR SERVICE

All correspondence relating to this Agreement must be addressed to:

Renault Trucks
Att: Renault Trucks International – Optifleet Manager
TER A60 1 03
99 route de Lyon
69806 Saint Priest - France

APPENDIX 3 - PROVISIONS REGARDING THE PROCESSING OF PERSONAL DATA

PART A . GENERAL PROVISIONS RELATING TO RENAULT TRUCKS' PROCESSING OF PERSONAL DATA

1. RENAULT TRUCKS AS A PROCESSOR

- 1.1 For the purposes of this Appendix 3 "Controller", "Processor", "Supervisory Authority", "Personal Data", "Personal Data Breach", and "Data Subject" shall have the same meanings as given to those terms in the GDPR.
- 1.2 Part B of this Appendix 3 sets out a description of the Personal Data processed by Renault Trucks under this Agreement as required by Article 28(3) of the GDPR or by any applicable law. For the avoidance of doubt, Part B does not create any obligation or rights for any party to this Agreement.
- 1.3 The Parties agree that, when Renault Trucks is processing Personal Data on behalf of the Customer in the course of providing Information Services to the Customer, the Customer shall be the Controller and Renault Trucks shall be the Processor of such Personal Data and that the following provisions shall apply in such circumstances.
 - a) Renault Trucks shall only process Personal Data in accordance with the Customer's documented instructions, unless otherwise required by applicable law to which Renault Trucks is subject, in which case Renault Trucks will inform the Customer of that legal requirement before such processing, unless the relevant applicable law prohibits such information. Renault Trucks shall immediately inform the Customer if it believes that compliance with any instruction received would breach applicable data protection legislation.
 - b) Beyond the automated service provision, individual documented instructions of the Customer are permitted only in exceptional cases and only in accordance with the terms of this Agreement.
 - c) (c) The Digital Channels provide Customers with the means to make corrections, deletions or blocking of Personal Data. The Customer shall therefore use all reasonable endeavours to utilize such Digital Channels prior to contacting Renault Trucks with any request to correct, delete or block Personal Data. The Customer further acknowledges and agrees that Renault Trucks 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 the Customer to delete Personal Data held by Renault Trucks in its capacity as a Processor.
 - d) The Customer authorizes Renault Trucks to engage other Processors, including any member of the Volvo Group, for carrying out specific processing activities on behalf of the Customer, as AB Volvo or one of its subsidiaries (each a "Sub-processor"), provided that Renault Trucks shall ensure that it has appropriate data protection provisions in place with each Sub-processor to satisfy the requirements of Article 28(3) GDPR or any applicable law. Renault Trucks shall promptly notify the Customer in a reasonable manner, including but not limited to publishing an updated list of Sub-processors on a Web site, in the event of intended changes to its Sub-processors and allow the Customer the opportunity to object to such change. The Customer acknowledges that in some cases, should the Customer object to such change, this may mean that Renault Trucks is unable to provide some or all Information Services. The Customer consequently acknowledges and agrees that should the Customer object to such change, Renault Trucks may decide with immediate effect to terminate any services agreement entered into by the Customer and any Volvo Group entity, without any liability on the part of any Volvo Group entity, with respect to Information Services.
 - e) The Customer hereby appoints Renault Trucks as its 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 sub-processor required by law for the processing of personal data, on behalf of the Customer and with any sub-processors located outside of the European Economic Area in order to facilitate the transfer of Personal Data in compliance with the GDPR, and further the Customer acknowledges that any such sub-processor may enter into a sub-processor agreement with subsequent sub-processors.

- f) The Customer agrees that Renault Trucks may transfer Personal Data to any country, including any country located outside of the EEA. In such circumstances, the Parties shall take such further measures as are required to ensure that such transfers are in accordance with applicable data protection law, which may include entering into Standard Contractual Clauses.
- g) Nothing in the Agreement shall prevent or limit Renault Trucks' ability to process Personal Data as Controller, even in respect of Personal Data which Renault Trucks may be processing on behalf of the Customer as Processor.

2. FURTHER DUTIES OF CUSTOMER

- 2.1 The 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 and the Customer shall ensure that any Personal Data stored in the Information Systems is lawfully processed.
- 2.2 The Customer shall immediately inform Renault Trucks and provide Renault Trucks with appropriate instructions if it has determined that there are errors or irregularities in Renault Trucks' processing of Personal Data under this Agreement.
- 2.3 The Customer shall regularly inform its employees on the legal requirements of the personal data processing and confidentiality. The Customer shall be solely responsible for the unlawful processing caused by the employees and its financial, administrative, and punitive consequences including those which may be reflected on Renault Trucks.

3. FURTHER DUTIES OF RENAULT TRUCKS

- 3.1 Renault Trucks shall inform the Customer without undue delay, and, where feasible, not later than 72 (seventy-two) hours after having become aware of it, if there has been a Personal Data Breach affecting the Personal Data processed by Renault Trucks on behalf of the Customer in accordance with this Agreement.
- 3.2 Renault Trucks shall ensure that all personnel (including personnel of Renault Trucks' Sub-processors involved in processing Personal Data in connection with this Agreement) are subject to an appropriate obligation of confidentiality.
- 3.3 Taking into account the nature of the processing, Renault Trucks shall assist the Customer by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's obligations as a Controller to respond to requests for exercising data subject rights under applicable data protection laws.
- 3.4 Renault Trucks shall co-operate with the Customer and take such reasonable commercial steps as are directed by the Customer to assist in the investigation, mitigation and remediation of each Personal Data Breach, including with respect to any notifications to a relevant Supervisory Authority or Data Subjects.
- 3.5 Renault Trucks shall, at the expense of the Customer, provide such reasonable assistance as maybe reasonably requested by the Customer with respect to any data protection impact assessments, and prior consultations with Supervisory Authorities which the Customer reasonably considers to be required by Article 35 or 36 of the GDPR or any applicable law based on the Customer location or the location of data processing means, in

each case solely in relation to processing of Personal Data in connection with this Agreement and taking into account the nature of the processing and information available to Renault Trucks.

- 3.6 Customer may, no more than once per calendar year upon at least thirty (30) day's prior written notice, conduct an audit or appoint an independent third party auditor (provided that the Customer or such independent third party auditor is bound by a confidentiality undertaking agreed by Renault Trucks) to conduct, during Renault Trucks normal working hours, an audit to assess Renault Trucks' compliance with this Appendix 3. The costs of any audit performed under this Paragraph 3.6 shall be borne by the Customer. The audit shall be restricted in scope, manner and duration to that which is reasonably necessary to achieve its purpose and may not unnecessarily disrupt Renault Trucks operations.
- 3.7 Renault Trucks will not disclose any Personal Data which it is processing as a Processor on behalf of the Customer following information requests by third parties without prior consent from the Customer, unless Renault Trucks is required to do so by law or order by a court or competent authority.
- 3.8 Renault Trucks shall promptly upon termination or expiry of this Agreement or otherwise on request by Customer, return to Customer or delete all Personal Data, including any copies thereof, on any media in its power, possession or control, except to the extent that Renault Trucks is required by applicable law to retain such Personal Data or Renault Trucks otherwise holds such Personal Data in its capacity as a Controller.

4. **DATA SECURITY**

Renault Trucks shall ensure sufficient data security by means of appropriate technical and organizational measures to protect the Personal Data that is processed on behalf of the Customer, and Renault Trucks 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 Renault Trucks according to technical progress and development, provided that this does not result in a lower security level.

For the sake of clarity, each of Customer and Renault Trucks shall be liable for taking their own technical and organizational measures in order to ensure the data security within their own structure and relating to their own data processing activities. In this respect, Renault Trucks shall not be liable for any act of Customer which is not compliant with the applicable laws.

PART B . DETAILS OF PROCESSING OF PERSONAL DATA

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

1. *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 the Agreement.

2. *The nature and purpose of the Processing of the Personal Data*

The nature and purpose of the Processing of Personal Data are as set out in the Agreement.

3. *The categories of Data Subject to whom the Personal Data relates*

- Employees and contractors of the Customer.

4. *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 (as amended or updated from time to time by the Volvo Group Privacy Notices available at <https://www.volvogroup.com/en-en/privacy.html>):

- Driver behaviour and performance data, such as driving pattern; instantaneous geo-positioning data and location data, language settings of the dashboard;
- Vehicle identification codes, such as the Vehicle-ID (including Vehicle Identification Number (VIN) and chassis ID), IP number, MAC address;
- Vehicle Performance data, such as technical Vehicle data, information from Vehicle components, battery usage, engine data, fuel consumption, power/torque data, fault codes;
- Vehicle Usage data, such as brake usage, gear shifting, acceleration/deceleration, dashboard settings, power/torque utilization, technical data generated from the engine; the detection of road and ambient conditions data with time stamps and operating hours; and
- Environmental data, such as road conditions, ambient conditions.

5. *The obligations and rights of the Customer*

The obligations and rights of the Customer are as set out in the Agreement.