

DATA MANAGEMENT AGREEMENT

between

RENAULT TRUCKS SAS Société par Actions Simplifiée au capital de 50 000 000 Euros, RCS Lyon 954 506 077 – 99 route de Lyon – 69800 Saint- Priest – France (“RT SAS”)	Customer name (legal entity): _____ Registration Number: _____ Address: _____ Country : _____ Phone: _____ Email: _____ ("Customer")
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This Data Management Agreement (also referred to as the “Agreement”) sets out the terms and conditions according to which telematic services are provided to Customer. RT SAS’ General Terms and Conditions for Telematic Services, Appendix 1, form part of this Data Management Agreement.

RT SAS and Customer hereby agree to the following terms and conditions in relation to the services provided by RT SAS with a reference to this Data Management Agreement (the “Services”). The Services include but are not limited to RENAULT TRUCKS 24/7, Optifleet, Optifuel Infomax, Optifuel Programme, Optivision, Uptime Services. Specific conditions for certain Services are set out separately in documents either specifically referred to herein or other documents which refer to this Data Management Agreement as the basic agreement for the provision of such services. The Services will be provided if and to the extent they are either registered according to the process referred to in this Data Management Agreement, or in accordance with the registration process otherwise designated by RT SAS for the specific Service, or, in the case of Services for which there is no charge, included in the relevant vehicle specification.

Data protection and processing: In the course of providing the Services, RT SAS will process data on behalf of Customer. Some data may be considered “personal data” within the meaning of the General Data Protection Regulation (EU) 2016/679 (the “GDPR”). Customer is the “data controller” with regard to such processing and RT SAS will act as Customer’s “data processor” and may also use sub-processors for such processing, including Volvo Information Technology AB. Appendices 2 and 3 set out the conditions with regard to such processing.

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 RT SAS, its representatives and agents, and any third parties acting on behalf of RT SAS, indemnified against any loss arising directly or indirectly from Customer’s failure to comply with data protection laws.

As foreseen in this Data Management Agreement, RT SAS and Volvo Group companies may process data for their own internal purposes. To the extent that RT SAS or the relevant Volvo Group company is a “data controller” within the meaning of the GDPR in such cases, and that such data may be considered “personal data” within the meaning of the GDPR, then Customer agrees to assist RT SAS, if requested to do so, in the provision of information to the data subject relating to the data processing.

By signing this Data Management Agreement or by downloading, accessing, installing or otherwise using the Services or the Telematic Web Portals, Customer acknowledges that Customer has read and understood this Data Management Agreement, has all necessary authorisations to enter into the Agreement and to enable RT SAS and Volvo Group companies to undertake the activities foreseen in the Agreement, and agrees to be bound by its terms and conditions, as amended from time to time. In case of amendments, Customer shall be deemed to have accepted them if having continued to use the Services provided hereunder for at least three months after such amendments have been published according to Article 13.6 of the General Terms and Conditions for Telematic Services in Appendix 1 of this Agreement. If Customer does not agree to the terms and conditions of this Data Management Agreement Customer may not sign this document, download, access, install, or otherwise use the Telematic Services Web Portals. The following Appendices constitute an integral part of this Data Management Agreement.

- Appendix 1**, General Terms and Conditions for Telematic Services
- Appendix 2**, Agreement Regarding the Commissioned Processing of Personal Data
- Appendix 3**, Technical and Organizational Measures taken by the Processor

Customer: Date, place: _____ (sign) Name: Title:	RT SAS
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Appendix 1 - General Terms and Conditions for Telematic Services

1. Telematic Services

- 1.1. The Telematic System is a telematics based system developed by RT SAS to support customers with information on Customers' vehicles, driver and fleet performances, positioning, tracking, messaging and integration of third-party applications.
- 1.2. The system consists of technical sensors, processors, a GSM/GPRS mobile gateway, software as a service (SaaS) solutions run by RT SAS, which Customer can access via the Internet in order to use the services and access certain of its data ("Telematic Web Portal"), as well as of the vehicle-based and other components ("Telematic Hardware"). The Telematic System collects, processes, monitors, analyses and sends certain data interactively over the wireless network from the vehicle to RT SAS in order to enable RT SAS' systems to further process the data and to provide the Services covered by this agreement, depending on the service level chosen by Customer. RT SAS and Volvo Group companies may process such data also for their own internal 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 in so doing may share or transfer such data to RT SAS and Volvo Group companies or third party business partners outside the EU. Data may also be obtained by RT SAS through use of diagnostic tools, e.g. Tech Tool, at workshops and dealers.
- 1.3. The data concerned include, but are not limited to, vehicle data, information from vehicle components, vehicle performance information e.g. fault codes, power/torque utilization, brake usage, gear shifting and fuel consumption, battery usage, the vehicle-ID, certain tachograph data (including the driver ID-number, name and other information related to the driver if provided by Customer), driver behaviour and performance, speed, the geo-position, the location, the detection of road and ambient conditions data with time stamps and operating hours, language settings of the dashboard. Some features of the Services may mix data from several third-party service providers.
- 1.4. The running of the Telematic System and the provision of the Services includes the transfer of data to third-party service providers, in particular dealers and workshops and IT suppliers authorized by RT SAS, for the purposes of providing the Services as well as new services and for other purposes, for instance to monitor critical components and fault codes for proactive maintenance. Further information in relation to this is provided in the RT truck driver manuals and in descriptions of the Services and the Services' additional terms and conditions.
- 1.5. The scope of the Services that are provided pursuant to this Data Management Agreement cover the Services registered for Customer pursuant to the Telematic Web Portals' or other processes, as the case may be. A complete description of the Services is set out at the Web Portals relating to the Services chosen by Customer.

- 1.6. To the extent that the Services, including the use of the Services' Web Portals, impose additional terms and conditions, Customer acknowledges and agrees to be bound by these additional terms and conditions, which can be obtained from sources listed in the Services' description below.
- 1.7. RT SAS reserves the right to modify, upgrade, exchange or substitute any Service or part of it without notice and at RT SAS's discretion as part of the continuous improvement process of the Telematic 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.
- 1.8. Customer information that RT SAS and third-party service providers (in particular dealers and workshops authorized by Volvo Group companies for such purposes) maintain about service-, repair-, maintenance-results and performance results of Customer's vehicles as part of the Services is an essential part of the Telematic System scope of services.

2. Availability of the Telematic System

- 2.1. The right of Customer to use the Telematic System is subject to the technical availability of the Telematic System.
- 2.2. The availability of the Telematic System depends on availability of network and satellite cover and may be disrupted due to local barriers (e.g. bridges, buildings etc.), atmospheric or topographic conditions and technical limitations (e.g. inbuilt errors of GPS-system).
- 2.3. Notwithstanding the obligations in accordance with Article 32 of the GDPR, RT SAS disclaims any guarantee for the security of the mobile and wireless network telecommunication used for the transmission of data and information.
- 2.4. The Telematic 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 Service's Web Portal or otherwise communicated to Customer. RT SAS will make every effort to minimise disruption of the Telematic System's availability. RT SAS shall compensate Customer in case of a pre-paid Data Management Agreement for a fixed period if RT SAS materially reduces the scope of the Services during that period. The compensation shall be in such case in proportion to the reduced use of the Services during the remaining period and shall exclude any other compensation to Customer, such as costs, expenses and damages for lost business, and loss of profit. Apart from that, RT SAS will not be liable for consequential losses incurred by Customer due to any disruption of the Telematic System and Services.
- 2.5. Access to certain data provided by the Telematic System to Customer is subject to technical availability. Online access is normally limited to a certain period of time as defined for the specific Service on the Service's Web Portal and beginning with the day on which the data has been transferred from the Hardware, but in no case longer than during the terms of this Data Management Agreement. It is Customer's sole responsibility to have the necessary technical equipment available for accessing the Services, e.g. computer equipment and online access.

3. Use of the Telematic System

- 3.1. The right of Customer to use the Telematic System is subject to the agreement of the Services, subject to Customer's compliance with all of the terms and conditions of this Data Management Agreement and subject to the respective technical stage of development and technical availability of the Telematic System.
- 3.2. Upon the execution of this Data Management Agreement, RT SAS shall, where applicable, provide to Customer the login information in order for Customer to access the Telematic Services Web Portals, register/accept its vehicles to the Telematic Services Web Portals and start using the Services Customer subscribes to. Customer shall comply with Article 32 of the GDPR and shall protect the security of the Telematic 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 RT SAS's user guidelines and manuals in respect of each vehicle.
- 3.4. Customer is aware that the Telematic System may not be available in all countries. The availability requires in particular that RT SAS
 - (i) has made relevant actions to set up the Telematic Web Portal for use of Telematic Services in the specific country;
 - (ii) received required certificates and other necessary permits regarding the use of Telematic Services and the Telematic Hardware in the specific country; and
 - (iii) entered into relevant agreements with GSM/GPRS and/or satellite operators.

The above is currently fulfilled in all member-states of the EU. If the above (i) – (iii) is not fulfilled RT SAS shall, at any time, have the right to deactivate or not activate at all the Hardware on the relevant vehicle. Information regarding the countries, in which the use of Telematic System and/or Services has been prepared as pursuant to the above, is stated on the Telematic Web Portal.

Customer may only use the Telematic Web Portal for such vehicles for which Customer has obtained the necessary Telematic Hardware and registry for the Services.

- 3.5. The Telematic System is copyrighted and RT SAS claims all exclusive rights to such, except as licensed to Customer under this Data Management Agreement and subject to strict compliance with the terms of this Data Management Agreement. Customer acknowledges and agrees that RT SAS retains all copyrights and other proprietary rights in and to the Telematic System. Customer will not have any proprietary rights in and to the Telematic System, e.g. the identification number assigned to the mobile gateway components. Customer will not have any contractual relationship whatsoever with any subcontractor providing wireless services to RT SAS in relation to the Telematic System.
- 3.6. Customer will not distribute, retransfer, copy, publish, modify, enhance, reverse engineer or otherwise alter the information and content provided through the Services or the Telematic System. Customer may not assign, sell, resell, bargain, convey, transfer, pledge, lease or grant any further rights to use of the Telematic System to any third party.

- 3.7. RT SAS reserves the right to record remotely, details of the computer(s) with which Customer uses the Telematic Web Portal, primarily to prevent piracy and to notify users of any critical updates to the Telematic Web Portal and other RT products relating to Telematic Services and the use of the Telematic Web Portal. RT SAS will maintain any such data collected in accordance with the GDPR and the laws of France or the applicable local law as the case may be.
- 3.8. RT SAS informs Customer that it will at all times comply with requests of public bodies to disclose data, including data processed on the basis or in the context of this agreement, if legally obliged to do so.
- 3.9. Customer is responsible for any registration, deregistration, other processes in relation to Telematic 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 RT SAS 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 Telematic System in violation of any laws or for unlawful or abusive purposes.
- 3.10. Customer is further responsible for compliance with data protections laws, including the GDPR if applicable, including obtaining any required consents. Customer shall indemnify RT SAS, its present and future affiliates, 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.
- 3.11. RT SAS may withhold Services or may use the Telematic System to locate a registered vehicle if RT SAS reasonably believes that the vehicle is not operated by Customer as lawful owner or otherwise in compliance with the law or the terms and conditions of this Data Management Agreement.
- 3.12. If and to the extent personal data are concerned, Appendix 2 to this Agreement takes precedence.

4. Special terms and conditions for Services

RT SAS may provide special terms and conditions which apply for individual Services covered by this Data Management Agreement. Customer agrees to be bound by such terms and conditions (as amended by RT SAS from time to time according to the process set out in such special terms and conditions) when subscribing for the Services concerned and such terms and conditions shall form an integrated part of this Data Management Agreement. In case of any conflict between such special terms and conditions and this Data Management Agreement, the special terms and conditions shall apply in relation to the specific Services.

The Services may include data or services that RT SAS licenses from third parties. Customer shall comply with all requirements and restrictions that such third parties may require RT SAS to impose on Customers.

5. Price and Payment

- 5.1. Customer will pay the subscription charges for the Services as follows
 - (i) Where terms and conditions are set out in a separate agreement or in Specific Conditions, prices and payment conditions set out there apply for those Services.
 - (ii) For Optifleet and Optifuel Program, the prices are set out at the Optifleet Online Website or the Optifuel Program Toolbox as the case may be.
- 5.2. Unless expressly stated otherwise, all prices are net prices (excluding VAT and other applicable sales tax, fees, charges or duty which will be added to the sum in question).
- 5.3. RT SAS may change the price of the Services at any time by updating the said pricelist and publishing it on the relevant RT SAS Telematic Services Web Portal in which case the new prices shall take effect immediately upon publication.
- 5.4. All payments to be made by Customer under this Data Management Agreement will be made in full without any set-off, restriction or condition and without any deduction for or on account of any counter-claim.
- 5.5. If any sum payable under the Data Management Agreement is not paid when due then, without prejudice to RT SAS's other rights under the Data Management Agreement, that sum will bear interest from the due date until payment is made in full, both before and after any judgment, at the average rate determined according to the Euribor 1 month' rate +12%/one year on the sum..
- 5.6. RT SAS may appoint a third party to invoice and collect payments on RT SAS's behalf.
- 5.7. All Services include any relevant telecommunication subscriptions for sending data to and from the RT truck, unless otherwise agreed.

6. Specific conditions for pre-paid subscriptions

- 6.1. For Services where there is an agreed pre-payment for a fixed period of time, the following conditions apply:

The subscription period starts the month after the vehicle is registered at the RT SAS Telematic Services Web Portal. During the pre-paid subscription period, subscription charges will not be invoiced for the vehicles to Customer. Charges related to services or usage other than covered by the subscription fee (e.g. additional Service), will be charged and invoiced to Customer in accordance with the applicable price list. During the pre-paid period, no refunds will be made if Customer discontinues the Services. To take advantage of the pre-paid period, the vehicle must be registered at the relevant Telematic Services Web Portal within one year from the day the pre-paid period was invoiced.

- 6.2. The above shall however not affect RT SAS's obligation to refund as consequence of a termination of this Data Management Agreement.

7. Limitations of Liability

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

- 7.1. Customer accepts the Telematic Web Portal (including, but not limited to all Telematic 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 Telematic Web Portals and Telematic System.
- 7.2. RT SAS's total maximum liability under this Data Management 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 Data Management Agreement in the calendar quarter in which the claim arose.
- 7.3. RT SAS will not be liable (whether in contract, tort, negligence, statute or otherwise) for any loss of profits, loss of business, wasted management time or costs of data reconstruction or recovery whether such loss arises directly or indirectly and whether RT SAS was aware of its possibility or not or for any consequential or indirect losses.
- 7.4. RT SAS hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Data Management Agreement) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of Customer.
- 7.5. RT SAS hereby disclaims any and all warranties, express or implied, relative to the Telematic System and the Telematic Web Portal, including but not limited to any warranty of fitness for a particular purpose or merchantability. RT SAS shall not be liable or responsible for any damages, injuries or liabilities caused directly or indirectly from the use of the Telematic System and/or the Telematic Web Portal, 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.
- 7.6. Customer warrants to RT SAS that Customer, at all time during the Data Management Agreement, has all necessary consents, permissions, licences and authorisations in place to ensure that Customer uses the Services, Telematic System and Telematic Web Portal 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 applicable data protection laws and regulations, for example resulting from the GDPR. This regularly includes information relating to the driver of a registered vehicle and other persons.
- 7.7. RT SAS 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.

- 7.8.** RT SAS will not be liable for any loss or damage of any kind whatsoever caused by a failure or downtime of the public communications systems upon which the provision of the Services is dependent.
- 7.9.** 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 RT SAS or any Volvo Group company and the underlying carrier, (iii) that 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) that messages 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.

8. Disclaimer of Warranty

- 8.1.** Statutory or manufacturer's warranty rights are limited to the Telematic Hardware separately purchased by Customer. Such warranty rights do not cover the Services and/or the operability of the Telematic System.
- 8.2.** RT SAS makes no warranty, express or implied, regarding merchantability or fitness for particular purposes, in relation to the Telematic Hardware and/or Services and the Services' performance, including the Web Portals and information provided to Customer as part of the Services. RT SAS expressly disclaims any such warranty.

9. Deactivation of GSM/GPRS-unit

- 9.1.** RT SAS will deactivate the GSM/GPRS-unit upon Customer's request and at Customer's expense without undue delay. The deactivation of Customer must be carried out by a Renault Trucks authorized workshop.
- 9.2.** 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 Renault Trucks-authorized workshop at the expense of Customer.

10. Transfer of Vehicle to Third Party

Customer is obliged to inform RT SAS 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) enters into a Data Management Agreement and registers the Services with RT SAS. If such third party will not use the Services, Customer shall ensure that such third party grants RT SAS an unconditional non-terminable right to collect, process, monitor, analyse, send and obtain data from the truck for its internal purposes in accordance with Clause 1.2.

11. Term and Termination

- 11.1.** This Data Management Agreement is entered into for an indefinite duration. The Data Management Agreement may be terminated by RT SAS or Customer by providing the other party with at least 60 days' notice.

Any notice to RT SAS shall be provided according to the instructions set out at the following web site:

Ireland: <http://www.renault-trucks.ie/dma>
UK: <http://www.renault-trucks.co.uk/dma>

As an alternative, Customer may send a written termination notice to

Renault Trucks SAS Legal Department
TER A60 2 10
99, route de Lyon
69800 SAINT PRIEST , France

In case of a withdrawal of a given consent on processing of personal data the Data Management Agreement may be terminated with immediate effect.

- 11.2.** The termination of the Data Management Agreement automatically terminates any and all subscriptions of Services under this Agreement without refund of payment for any Service.
- 11.3.** Customer may terminate specific Services at any time by deregistering Customer and the vehicle from the specific Web Portal with effect to the end of the calendar month in which the deregistration was effected. The termination of specific Services shall have no effect on the continuance of this Data Management Agreement.
- 11.4.** Each party may by written notice terminate this Data Management Agreement with immediate effect if the other party is in material breach of the Data Management Agreement or enters into insolvency, bankruptcy, any arrangement with its creditors or any other arrangement or situation which has a like effect. Each party may by written notice terminate this Data Management Agreement with immediate effect in case of suspension or termination of any or all Services due to Force Majeure.
- 11.5.** Failure by Customer to pay any sum due for Services under this Data Management Agreement is a breach of contract which entitles RT SAS to terminate this Data Management Agreement and/or discontinue the specific Service with immediate effect unless Customer has paid the sum(s) within 15 days after the date of a reminder having been sent to Customer.
- 11.6.** RT SAS shall have the right to terminate this Data Management Agreement and/or the specific Service with immediate effect if Customer fails to comply with the GDPR or transfers the ownership of a registered vehicle to a third party without proper notice to RT SAS of the transfer.
- 11.7.** If this Data Management Agreement is terminated, RT SAS reserves the right to disable the sending / receiving operability of the Hardware with effect to the date of termination.
- 11.8.** The termination of the Data Management Agreement howsoever arising is without prejudice to the rights, duties and liability of either Customer or RT SAS accrued prior to termination. The conditions which expressly or impliedly are capable of having effect after termination will continue in force notwithstanding termination, including but not limited to Clause 1.2 (RT SAS's right to collect, process, monitor, analyse, send and obtain data from the truck, including through use of diagnostic tools), Clause 10 (Transfer of Vehicle to Third Party), Clause 13.10 (governing Law) and Clause 13.11 (dispute resolution).

- 11.9. Upon termination of the Data Management Agreement for whatever reason Customer shall not be entitled to a refund of any sums paid under this Data Management Agreement. The Termination of this Data Management Agreement shall be without prejudice to any claim which RT SAS has against Customer for any sums accrued due under this Data Management Agreement.

12. Force Majeure

RT SAS shall not be responsible or liable to Customer or deemed to be in breach of this Data Management Agreement for any failure or delay of performance of any obligation of this Data Management Agreement or in relation to the Services, if caused by any of the following circumstances: any act or omission or event beyond the reasonable control and contemplation of RT SAS including, without limitation, 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, labour strikes, disputes, protests, fire, tempest, explosion, an act of terrorism and national emergencies and RT SAS will be entitled to a reasonable extension of time for performing such obligations to the extent possible. RT SAS may, under any of the aforementioned circumstances, at its own discretion suspend or terminate any or all of the Services.

13. Miscellaneous

- 13.1. The latest version of these Renault Trucks Data Management Agreement's terms and conditions can be obtained at:

Ireland: <http://www.renault-trucks.ie/dma>
UK: <http://www.renault-trucks.co.uk/dma>
- 13.2. RT SAS shall have the right to transfer this Data Management Agreement at any time to any other Volvo Group company. Customer shall approve such assumption of contract and shall release RT SAS from the Data Management Agreement without any further claims.
- 13.3. RT SAS's failure to enforce any rights under this Agreement or the Services terms and conditions or RT SAS's copyright or other intellectual property rights in the Telematic Web Portal shall not be construed as amending this Data Management Agreement or waiving any of RT SAS's rights hereunder or under any provision of the laws of Sweden.
- 13.4. Time for performance of all obligations of RT SAS is not of the essence.
- 13.5. If any condition or part of the Data Management 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 Data Management Agreement and will be ineffective, without, as far as is possible, modifying any other provision or part of the Data Management Agreement and this will not affect any other provisions of the Data Management Agreement which will remain in full force and effect.
- 13.6. RT SAS may vary or amend the terms and conditions of this Data Management Agreement by publishing a new version at:

Ireland: <http://www.renault-trucks.ie/dma>
UK: <http://www.renault-trucks.co.uk/dma>

Customer shall be deemed to have accepted the new terms if having continued to use the Services provided hereunder for at least three months after such amendments have been published.

- 13.7. The Data Management Agreement is personal to Customer who may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Data Management Agreement or special terms and conditions for the Services without RT SAS's prior written consent.
- 13.8. The Data Management Agreement and, if applicable, the special terms and conditions for the Services, contain all the terms which RT SAS and Customer have agreed in relation to the Services and supersede any prior written or oral agreements, representations or understandings between the parties relating to such Services.
- 13.9. This Data Management Agreement and, if applicable, the special terms and conditions for the Services shall constitute the entire agreement between the parties hereto. Any waiver or modification of this Data Management Agreement shall only be effective if it is in writing and signed by both parties hereto. If any part of this Data Management Agreement is found illegal, invalid or unenforceable by a court, tribunal, administrative body or authority of competent jurisdiction, the remainder of this Data Management Agreement shall be interpreted so as to reasonably reflect the intention of the parties.
- 13.10. The formation, existence, construction, performance, validity and all aspects whatsoever of the Data Management Agreement or of any term of the Data Management Agreement will be governed by french law with the exclusion of the french law on conflict of laws and with the exclusion of the UN-CISG-rules, unless and to the extent other law applies mandatory.
- 13.11. The french courts, as first instance, will have exclusive jurisdiction to settle any dispute which may arise out of, or in connection with this Data Management Agreement. The parties agree to submit to that jurisdiction.

Appendix 2 - Agreement Regarding the Commissioned Processing of Personal Data

1. Subject Matter and Details

1.1. The Parties have entered into this Data Management Agreement, on the basis of which RT SAS provides access to and use of the Telematic Web Portal of the Telematic System to Customer for the purposes of analysis of data and application of standard functions. Within the scope of the Telematic System, the Telematic Hardware separately purchased by Customer collects, processes, monitors, analyses and sends certain data interactively over the wireless network from the vehicle to RT SAS in order to enable RT SAS's software to further process the data and to provide the Services covered by this Data Management Agreement, depending on the service level chosen by Customer. Data may also be obtained by RT SAS through use of diagnostic tools, e.g. Tech Tool, at workshops and dealers. The data concerned include, but are not limited to, performance information of vehicle components, in particular power/torque utilization, brake usage, gear shifting and fuel consumption, the vehicle-ID, certain tachograph data (including the driver ID-number), the geo-position, the location, the detection of road and ambient conditions data with time stamps and operating hours. In the course of the provision of the Services, access to these data by RT SAS as operator of the hard- and software is technically possible and/or required. The data may refer to Customer as well as to the respective driver. In the course of providing the Services, RT SAS may thus process personal data ("Personal Data") on behalf of Customer. The following provisions of the Data Management Agreement on commissioned data processing shall apply to such processing

1.2. As technical operator of the Telematic Web Portal, RT SAS merely provides the online platform plus the data within the scope of providing the Services as specified in this Data Management Agreement. Customer is the "data controller" (in the meaning of the GDPR with regard to the processing of Personal Data carried out by RT SAS in the course of providing the Services and RT SAS is Customer's "data processor". RT SAS may, therefore, carry out such processing only in accordance with Customer's instructions.

1.3. Beyond the automated service provision, individual instructions of Customer are permitted only in exceptional cases and only in accordance with the terms of the Data Management Agreement. Corrections, deletions or blocking of Personal Data must therefore be made by Customer in the scope of its online access; RT SAS does not correct, delete or block Personal Data. In case of technical problems, Customer may resort to RT SAS's support.

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

1.5. If and to the extent RT SAS engages subprocessors, including that such subprocessors in their turn engages subprocessors, and such assistance entails the processing of personal data on behalf of Customer, Customer hereby grants RT SAS a power of attorney to

- (a) enter into a written sub-processor agreement, data transfer agreement or other agreement required by law for the processing of personal data, with any subprocessor, and
- (b) allow each and all such subprocessors to enter into written sub-processor agreements, data transfer agreements or other agreements required by law for the processing of personal data, with subsequent subprocessors.

1.6. RT SAS may transfer (for the avoidance of doubt, including allowing access to) personal data to any country. The parties shall jointly take all reasonably required measures necessary for ensuring that such transfer is in accordance with applicable law, which may include entering into model clauses for data transfer outside of the European Economic Area (EEA).

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

2. Further Duties of Customer

2.1. As data controller, 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, such as information claims. Customer is the responsible body vis-à-vis the affected third party. Customer must therefore ensure that any Personal Data stored in the Telematic System is lawfully stored and used.

2.2. Customer must inform RT SAS immediately if Customer determines errors or irregularities in the data processing by RT SAS.

3. Further Duties of RT SAS:

3.1. RT SAS is required to regularly control the correct data processing with regard to the implementation and fulfilment of the Data Management Agreement, in particular compliance with and, if needed, necessary adjustments of provisions and measures for the implementation of this Data Management Agreement on the commissioned data processing.

3.2. RT SAS shall inform Customer without undue delay if violations have occurred at RT SAS against Customer's instructions regarding the data processing carried out by RT SAS for Customer or if the technical and organizational measures implemented by RT SAS have been breached with effect to Personal Data.

3.3. RT SAS 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 RT SAS's employees access Personal Data in the course of providing the Services, RT SAS will supervise that the access and use is limited to what is necessary for providing the Services. RT SAS has 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 law – undertake to comply with the preceding requirements.

3.5. RT SAS will give Customer the information and assistance necessary for Customer to exercise and demonstrate its obligations as Controller, within the meaning of the GDPR by:
i) providing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to requests for exercising the data subject's rights under applicable personal data laws,
ii) assisting concerning the security of processing, notification of personal data breach to the supervisory authority, communication of a data breach to the data subjects and data protection impact assessment.

3.6. Customer may, no more than once per calendar year upon at least thirty (30) day's prior written notice from Customer during RT SAS's normal working hours conduct an audit or appoint an independent third party auditor (provided that such party is bound by a confidentiality undertaking) to conduct an audit to assess RT SAS's compliance under this agreement with the applicable personal data laws ad-

dressed to personal data processors. The costs of any audit performed under this Clause shall be borne by Customer. The audit shall be restricted in scope, manner and duration to that reasonably necessary to achieve its purpose and may not unnecessarily disrupt RT SAS's operations.

3.7. RT SAS will not disclose any information following information requests by third parties without consent from Customer, unless RT SAS is required to do so by law or order by a court or competent authority.

4. Technical and Organizational Measures for Data Security

4.1. RT SAS shall ensure sufficient data security by means of appropriate technical and organizational measures to protect the Personal Data that is processed for Customer, which measures must comply with the requirements of the applicable law. The technical and organizational measures to ensure data security may be modified by RT SAS according to technical progress and development, provided that this does not result in a lower security level.

4.2. A description of the technical and organizational measures is included in Appendix 3. For the duration of the commissioned data processing as part of this Data Management Agreement, RT SAS will ensure a sufficient provability of the technical and organizational measures. Customer may request RT SAS to provide information on the compliance of the technical and organizational measures to Customer by submission of a copy of a current and recognized certification. Customer shall waive any audits of the technical and organizational measures on the premises of RT SAS.

4.3. Customer is responsible to externally store data available to Customer through the Telematic Web Portal in due time prior to the expiration of the Data Management Agreement. Upon expiration of the Data Management Agreement, RT SAS will delete all data in the Telematic Web Portal relating to Customer and confirm this to Customer upon request. To the extent that Customer has provided data carriers to RT SAS in exceptional cases, RT SAS will return these to Customer upon expiration of this Data Management Agreement, unless Customer has instructed RT SAS to destroy them in compliance with data protection laws. RT SAS may however continue for its own purposes to process data collected during the term of the Data Management Agreement unless specifically requested otherwise by Customer.

Appendix 3 - Technical and Organizational Measures taken by the Processor (Volvo Information Technology AB ("RT SAS IT") on behalf of RT SAS)

1. Access control

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

2. Access control to systems

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

3. Access control to data

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

4. Disclosure control

The RT SAS IT Security Framework states that both international and national legislation must be followed, regardless of where operations are conducted. The rules regarding personal integrity are based on the GDPR and any subsequent applicable regulation, supplemented by national legislation if applicable. Increased protection of information, such as encryption, is ordered by Customer, depending on the information classification. Remote access to the RT SAS Corporate Network is always protected (VPN) and encryption inside the network is depending on Customer requirements. Encrypted storage is not offered as a standard service, with the exception of mobile clients subject to local encryption. Encryption is used as an additional service when customer demands so require.

5. Input control

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

6. Job control

RT SAS IT as supplier is not compulsory and other suppliers may be chosen. The criteria for selecting an IT supplier, within the Volvo Group as well as on the market as a whole, are primarily economy, availability, security and service level. Contracts between Volvo Group companies and RT SAS IT are composed in the same way as contracts between external customers and RT SAS IT in compliance with the law and international standards. Telematics Services level and security usually is based on RT

SAS IT basic security level, expressed by the RT SAS IT SecurityFramework. Whenever additional security measures are needed, based on the information classification, this is negotiated by Customer and supplier, and whatever measures needed are taken. RT SAS IT has its own internal audit organisation that audits the organisation and service performance periodically. Also, RT SAS IT is audited by PricewaterhouseCoopers (on behalf of AB RT SAS). The BMC/Remedy system, where any customer (or RT SAS IT employee) request is noted, makes sure that RT SAS IT provides tracking of contract performance.

7. Availability control

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

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

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

8. Segregation control

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

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

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

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

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

Please note: Any requests for more information and further inquiries shall be directed to RT SAS in writing.