

## Volvo Fleet Service Agreement

The Customer agrees to enter into this Fleet Service agreement (hereinafter referred to as the **Agreement**) with Volvo Truck Corporation, Sweden, company number 5560139700

### 1. Object of the Agreement

Subject to the terms and conditions of this Agreement and in consideration of the payment by the Customer of the price and other charges paid by the Customer, VOLVO provides the services described in clause 2 below (**Services**) for the vehicle nominated by the Customer on Volvo Connect (**Vehicle**).

### 2. Services

This agreement covers all services provided through VOLVO's Volvo Connect platform unless otherwise specified.

This agreement will apply to all Services added to a Vehicle, unless adding a service requires acceptance of a service-specific agreement.

Further description of the Services is set out on Volvo Connect, along with any Service-specific terms and conditions. To the extent of any discrepancy between this agreement and the Service-specific terms and conditions the Service-specific terms and conditions shall prevail.

- 2.1 VOLVO may make any change to the Services which is required to conform to any applicable safety, statutory or regulatory requirement or added functionality; or which does not materially affect the quality or performance of the Services.
- 2.2 Where the Service involves or incorporates services, applications, or platforms provided by third parties (Third Party Services), the following additional terms shall apply:
  - (i) Third Party Terms of Service. Customer acknowledges and agrees that use of any Third Party Services is subject to the applicable third party's terms of service, privacy policy, and other terms and conditions (Third Party Terms).
  - (ii) Third Party Relationship. VOLVO TRUCKS acts solely as a platform provider or intermediary for Third Party Services. The Third Party service provider assumes full responsibility for the functioning, content, availability, and support of their respective services. VOLVO TRUCKS makes no representations or warranties regarding Third Party Services.
  - (iii) Separate Accounts and Payment. Certain Third Party Services may require Customer to establish separate user accounts and payment arrangements directly with the Third Party service provider. Such arrangements are independent of this Agreement.
  - (iv) Availability and Changes. The availability of Third Party Services may change over time. VOLVO TRUCKS cannot guarantee that any Third Party Service will continue to be available on the platform or that such services will remain unchanged.
  - (v) Support and Liability. Support for Third Party Services is provided by the respective third party service provider. VOLVO TRUCKS shall have no liability for any Third Party Services, including but not limited to their performance, availability, content, or any damages arising from Customer's use thereof.
  - (vi) Data and Privacy. Customer acknowledges that Third Party Services may collect, process, and use Customer data in accordance with the third party's privacy policy. Customer is responsible for reviewing such privacy policies and providing any necessary consents.

### **3 Price for the Services**

- 3.1 Unless the price for a Service is included in the purchase price for a Vehicle, the Customer shall pay the price for the Services on a case-by-case basis:
  - (vii) either as a pre-payment for a pre-paid fixed period; or
  - (viii) monthly payments against invoice.
- 3.2 All payments to be made by the Customer under the Agreement will be made in full by the date set out on the invoice without any set-off, restriction or condition and without any deduction for or on account of any counterclaim.
- 3.3 The price for the Services shall be as stated on Volvo Connect Digital Service Store where the price may be updated from time to time by VOLVO with the validity date for new prices stated) and, if applicable, less discount as agreed between the Customer and VOLVO on a case by case basis.
- 3.4 In addition to the price, the Customer shall pay the cost for upgrades of software and/or hardware as required for the functioning of the Services, including not limited to tele-communication equipment.
- 3.5 If any sum payable under the Agreement is not paid when due then, without prejudice to VOLVO TRUCKS's other rights under the Agreement, that sum will bear interest from the due date until payment is made in full, both before and after any judgment, at a rate that is equal to the Stockholm Interbank Offered Rate (STIBOR) 3 month interest rate.

### **4 Specific conditions for pre-paid subscriptions**

- 4.1 Unless set out in Service-specific terms and conditions, for Services where there is an agreed pre-payment for a pre-paid fixed period, the following conditions apply:
  - (i) The pre-paid period commences on the earlier of:
    - (a) the date the service is activated for the Vehicle; or
    - (b) 18 months from the date the Vehicle was delivered.

After the 18-month period set out in (b) has expired, a vehicle may still have the Service activated for the amount of the pre-paid period remaining at the time of activation.
  - (ii) During the prepaid subscription period, subscription charges will not be invoiced for the Vehicle to the Customer.
  - (iii) During the pre-paid period, no refunds will be made if the Customer discontinues any of the Services. If the Customer wishes to subscribe to additional Services during the pre-paid period, the additional Service(s) will be invoiced according to clause 3 above.
  - (iv) When the pre-paid subscription period has expired you can continue the Service as a monthly paid subscription or purchase a further pre-paid subscription period.
  - (v) The above shall however not affect VOLVO's obligation to pay a refund pursuant to clause 7.7(ii) below

### **5 Information Systems**

- 5.1 The Customer is aware that vehicles and chargers manufactured, supplied or marketed by a company within the Volvo Group are equipped with one or more systems which may gather and store information about the vehicle and the charger (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 System in any way.

- 5.2 The Customer shall not distribute, retransfer, copy, publish, modify, enhance, reverse engineer, decompile or otherwise alter the Information Systems.
- 5.3 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).
- 5.4 VOLVO 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.
- 5.5 The Information Systems may not be available due to maintenance work. Details of planned maintenance work will, if possible, be posted on Volvo Connect or otherwise communicated to the Customer.
- 5.6 Notwithstanding any termination or expiry of this Agreement, the Customer acknowledges and agrees that VOLVO 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; and (v) share the Vehicle Data within the Volvo Group and with selected third parties.
- 5.7 The Customer shall ensure that any driver or any other individual authorized 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 VOLVO; 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>).
- 5.8 The Customer agrees to notify VOLVO in writing if it sells or otherwise transfers ownership of the Vehicle to a third party.

## **6 Data Management Agreement**

- 6.1 The Customer acknowledges that the Data Management Agreement, attached hereto as Annex 1, and available at the following web site: <http://tsadp.volvotrucks.com/>, is an integral part of this Agreement and agrees that the terms of that agreement applies to any data processing under this Agreement.

## **7 Agreement Term and Termination**

- 7.1 The term of this Agreement commences on the date of acceptance by the Customer on Volvo Connect.
- 7.2 The Agreement will continue in force until the Vehicle is de-registered by the Customer on Volvo Connect. The Agreement shall terminate at the end of the calendar month in which such de-registration was effected.
- 7.3 The Agreement and all Services shall automatically terminate if the Customer transfers the ownership of the Vehicle to a third party.
- 7.4 VOLVO may terminate the Agreement with immediate effect if the Customer is in material breach of the Agreement or enters into insolvency, bankruptcy, any arrangement with its creditors or any other arrangement or situation which has a like effect.
- 7.5 VOLVO may terminate this Agreement at any time by providing six months' prior notice.

- 7.6 Failure by the Customer to pay any sum due under this Agreement is a fundamental breach which entitles VOLVO to terminate this Agreement with immediate effect.
- 7.7 If this Agreement expires or is terminated, the following shall apply after the date of expiry or termination:
- (i) The termination of the Agreement howsoever arising is without prejudice to the rights, duties and liability of either the Customer or VOLVO accrued prior to termination. The conditions which expressly or impliedly are capable of having effect after termination will continue in force notwithstanding termination;
  - (ii) Upon termination of the Agreement for whatever reason the Customer shall not be entitled to a refund of any sums paid under this Agreement and the Customer shall forthwith pay VOLVO any sums accrued due under this Agreement;
  - (iii) VOLVO shall, however, compensate the Customer in case of a pre-paid Agreement for a fixed period of time if VOLVO materially reduces the scope of the Services during that period of time. The compensation shall in such case be in proportion to the reduced use of the Services during the remaining period and shall exclude any other compensation to the Customer, such as costs, expenses and damages for lost business, and loss of profit.

## **8 Services Term and Termination**

- 8.1 All Services will terminate if the Agreement in relation to a Vehicle is terminated pursuant to clause 7, on the same terms as set out in that clause.
- 8.2 Each Service added to a Vehicle will commence on the date the Service is activated, unless otherwise specified in the Service-specific terms and conditions.
- 8.3 If a Service is included in a Vehicle purchase price, that service will commence upon the date the Vehicle is put into operation, or the date of warranty registration for the Vehicle, whichever occurs first.
- 8.4 A Service may be terminated in Volvo Connect by the Customer and termination will take effect as set out in the Service-specific terms and conditions.
- 8.5 A Service subscription will be terminated at the end of the current subscription period, allowing you to use the Service for the full duration that has already been paid for. Prepaid subscriptions will end at the conclusion of their period, while monthly subscriptions will end at the end of the month in which the Service is terminated.

## **9 General responsibilities and obligations of the Customer**

- 9.1 The Customer shall ensure that each employee or other person who operates the Vehicle, or uses the Services, complies with this Agreement and any instructions and

recommendations set out on the Services terms of use and with VOLVO user guidelines in respect of the Service.

- 9.2 The Customer guarantees that it owns or otherwise has the legal right to use the Vehicle.
- 9.3 The Services will only be provided by VOLVO in respect of the Vehicle if payment for the Service has been received by VOLVO in accordance with this Agreement and if the Customer has acquired all the equipment and software required for the use of the Services.
- 9.4 The Customer shall secure that the Vehicle is equipped with the systems and hardware as may be required for the Services. In case of doubt the authorized Volvo dealer can provide the systems as necessary.

## **10 Export Control & Sanctions**

- 10.1 Customer shall comply with all applicable export control, sanctions, and antiboycott laws and regulations imposed by the United Nations, the European Union, the United Kingdom, the United States, or any other relevant jurisdiction (**Applicable Trade Control Laws**) in carrying out its obligations under this Agreement. Nothing in this Agreement shall require either Party to take or refrain from taking any action that would be prohibited by, or expose either Party to adverse consequences under, Applicable Trade Control Laws.
- 10.2 Customer has disclosed to VOLVO in writing whether it or any of its affiliates, directors, officers, or agents is, and shall inform VOLVO without delay if any becomes: (1) a person or entity designated on a government-issued sanctions or export control list, or owned or controlled by such a person or entity, or part of a government subject to property-blocking sanctions (a **Restricted Party**); or (2) organized under the laws of, or ordinarily resident in, a country or territory subject to comprehensive sanctions, including Russia, Belarus, Cuba, Iran, North Korea, Syria, Crimea, and non-Ukrainian controlled parts of Ukraine (**Comprehensively Sanctioned Jurisdiction**).
- 10.3 Customer shall not, without prior written approval from VOLVO and any required government authorizations, sell, supply, export, reexport, transfer (in-country), or retransfer any goods, software, technical data, or services received from VOLVO under this Agreement—including connected services and any truck chassis, spare parts, or superstructures manufactured and sold under Volvo trademarks (**Volvo Products and Services**) – to a Restricted Party or a Comprehensively Sanctioned Jurisdiction (or for use therein), for military end use or end user, or otherwise for a restricted end-use or end-user under Applicable Trade Control Laws.
- 10.4 Customer shall not otherwise involve Restricted Parties or persons from Comprehensively Sanctioned Jurisdictions in transactions relating to Volvo Products and Services. Without limiting the foregoing, Customer shall not engage in any such transfers without all required government licenses or authorizations.
- 10.5 Customer will implement adequate measures to ensure compliance with this section and promptly notify VOLVO of any potential breaches. Customer will also notify VOLVO if it becomes aware that any Volvo Products and Services have been supplied, directly or indirectly, to Russia, Belarus, or any other jurisdiction if intended for use in those countries.
- 10.6 If (i) Customer fails to comply with this section; (ii) becomes a Restricted Party; or (iii) performance under this Agreement would violate or expose VOLVO to adverse consequences under Applicable Trade Control Laws, VOLVO may suspend or terminate the Agreement with immediate effect and without liability for delay or nonperformance.
- 10.7 Upon request, Customer shall provide VOLVO with information reasonably required to verify compliance with this section.

## **11 Limitations of liability**

- 11.1 The following provisions of this clause reflect the scope of the Agreement and the price for the Services.
- 11.2 VOLVO's 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 100% of the sum paid under the Agreement in the calendar quarter in which the claim arose.
- 11.3 VOLVO 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 VOLVO TRUCKS was aware of its possibility or not or for any consequential or indirect losses.
- 11.4 VOLVO hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Agreement) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favor of the Customer.
- 11.5 Additionally, for Third Party Services, VOLVO hereby excludes all liability for claims arising from the services and products provided by each service provider of an app and such service provider assumes full responsibility for the functioning and content of each such app according to the terms and conditions of such app. VOLVO shall not be considered as an agent, reseller or any other form of representative of the service provider of an app.
- 11.6 VOLVO shall not be liable for any loss or damage of any kind caused by a failure or downtime of the communications systems on which the provision of the Services may be dependent.
- 11.7 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 VOLVO 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 Services.

## **12 Force Majeure**

- 12.1 VOLVO will not be liable to the Customer for any failure or delay or for the consequences of any failure or delay in performance of the Agreement, if it is due to any event beyond the reasonable control and contemplation of VOLVO including, without limitation, third party service providers (including but not limited to mobile data network operators), acts of God, war, industrial disputes, protests, fire, tempest, explosion, an act of terrorism and national emergencies and VOLVO will be entitled to a reasonable extension of time for performing such obligations.

**13 Notices**

- 13.1 Any notice for termination of this Agreement by VOLVO will be made to the Customer's email address registered on Volvo Connect.
- 13.2 Any other notice by VOLVO in connection with this Agreement will be deemed to be considered duly served when published on Volvo Connect.

**14 Miscellaneous**

- 14.1 Time for performance of all obligations of VOLVO is not of the essence.
- 14.2 VOLVO may rely on other companies within the Volvo Group to perform its obligations under this Agreement.
- 14.3 If any condition or part of the Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the Agreement and will be ineffective, without, as far as is possible, modifying any other provision or part of the Agreement and this will not affect any other provisions of the Agreement which will remain in full force and effect.
- 14.4 No failure or delay by VOLVO to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same, or of any other right, power or remedy.
- 14.5 VOLVO may vary or amend the terms and conditions of this Agreement with three months' prior notice to the Customer.
- 14.6 VOLVO may assign, delegate, license, hold on trust or sub-contract all or any part of its rights or obligations under this Agreement.
- 14.7 The Customer warrants that it has all necessary authorisations to enable it to enter into the Agreement, including where it is entering into the Agreement on behalf of any organisation, company entity, or corporate group.
- 14.8 The Agreement is personal to the Customer who may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Agreement without VOLVO prior written consent.
- 14.9 The Agreement contains all the terms which VOLVO and the Customer have agreed in relation to the Services and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such Services.

**15 Applicable law and dispute resolution**

- 15.1 This Agreement shall be governed by and construed in accordance with Swedish law, without regard to its conflict of laws principles.
- 15.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall first be referred to Mediation in accordance with the Rules of the Mediation Institute of the Stockholm Chamber of Commerce, unless one of the parties objects. If one of the parties objects to Mediation or if the Mediation is terminated, the dispute shall be finally resolved by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration proceeding shall be held in English. The place of arbitration shall be Gothenburg, Sweden. However, VOLVO shall be entitled at its discretion to have recourse to national courts on matters of industrial property rights, such as patents, trademarks and industrial secrets.