

FLEETME Service Terms

January 14, 2025

Bosch Mobility Platform & Solutions LLC ("Platform Operator"), 38000 Hills Tech Dr., Farmington Hills, MI 48331, USA, operates a cloud-based digital service platform for logistics fleets management under www.los.com where solution providers can offer digital logistics solutions on a digital marketplace. These terms and conditions apply in addition to and incorporate the L.OS Platform Terms of Use and govern the use of the Platform Service, FLEETME Service, provided by Platform Operator to FLEETME Customers.

1 Definitions

Capitalized terms used but not defined in these FLEETME Service Terms shall have the meaning given to them in the L.OS Platform Terms of Use.

- 1.1 **"Availability"** means that the FLEETME Service including its main functions as defined in the FLEETME Service Agreement is available at the Handover Point.
- 1.2 **"Downtime"** means the total number of minutes during the System Runtime in which the FLEETME Service is not available for use.
- 1.3 **"FLEETME Data Processing T&Cs"** means Platform Operator's standard data processing terms and conditions applicable to any processing of personal data in connection with the FLEETME Service.
- 1.4 **"Handover Point"** means the interface to the public Internet (backbone) of Platform Operator's or, if the FLEETME Service is performed by a subcontractor, such subcontractor's data center.
- 1.5 **"Incident Management"** means the processing of Incidents by Platform Operator.
- 1.6 **"Incident Priority"** means the severity level of an Incident.
- 1.7 **"Incident"** means an impairment of the FLEETME Service, such as for example Downtimes.
- 1.8 **"Maintenance Work"** means Platform Operator's maintenance activities required to keep the FLEETME Service running and any other Platform Operator activities to enhance, expand or modify the Service.
- 1.9 **"FLEETME Service SLA"** means the service levels applicable for the FLEETME Service, in particular its agreed Availability and certain related aspects. The FLEETME Service SLA is an integral part of these FLEETME Service Terms.
- 1.10 **"Response Time"** means the maximum period between the receipt of an Incident report from FLEETME Service Customer and Platform Operator's response to FLEETME Service Customer on such reported Incident.
- 1.11 **"Service Credit"** means a lump-sum reduction of the FLEETME Service Fee as described in the FLEETME Service SLA and subject to the preconditions set out therein.
- 1.12 **"System Runtime"** means the period during which Platform Operator's systems used to provide the FLEETME Service are running and the FLEETME Service is provided.

- 1.13 **"Usage Data"** means any machine data (e.g. sensor, location, or other machine data), and/or any system data (e.g. log files, information on utilization or availability), automatically transmitted through or generated by the FLEETME Service.

2 Scope

- 2.1 Platform Operator shall provide the FLEETME Service to FLEETME Service Customer based on these FLEETME Service Terms and the applicable ancillary documents as referenced herein, all of which form an integral part of each FLEETME Service Agreement.
- 2.2 Individual agreements between the Parties (incl. ancillary agreements, supplements, and amendments) shall take precedence over these FLEETME Service Terms.

3 Subject Matter

- 3.1 The subject matter of these FLEETME Service Terms is the provision of the Platform Service, FLEETME Service, via remote access for use by FLEETME Service Customer in return for payment of the applicable FLEETME Service Fee.

The FLEETME Service is described in more detail in the FLEETME Service Description below, which may identify L.OS Solutions which FLEETME Service Customer must have purchased in order to receive the FLEETME Service.

- 3.2 The implementation of an interface integration with FLEETME Service Customer's existing IT-system landscape is outside the scope of these FLEETME Service Terms and requires a separate written agreement between the Parties.

4 Provision of FLEETME Service

- 4.1 Platform Operator shall make available the FLEETME Service for use in accordance with the terms and conditions of these FLEETME Service Terms upon the conclusion of a corresponding FLEETME Service Agreement. The FLEETME Service Agreement shall become effective upon FLEETME Service customer's execution of an engagement letter, and as applicable a statement of work.
- 4.2 Access to the FLEETME Service by FLEETME Service Customer shall be browser-based.

5 Availability of the FLEETME Service

- 5.1 The Availability of the FLEETME Service is described in the FLEETME Service SLA.
- 5.2 The Availability of the FLEETME Service

depends on FLEETME Service Customer's compliance with the system requirements described in the FLEETME Service Description. Section 12 also applies to changes to the system requirements and to changes to the technical system of Platform Operator.

- 5.3 Notwithstanding Section 5.1, if the FLEETME Service is made available free of charge (e.g. in relation to FLEETME Trial Services), FLEETME Service Customer is not entitled to uninterrupted Availability and error-free use of the FLEETME Service. Platform Operator does not warrant that the use of the FLEETME Service will be uninterrupted or not impaired by Downtime, Maintenance Work or any other Platform Operator activities or malfunctions.

6 Support

- 6.1 Platform Operator shall provide First Level Support as set forth in the L.OS Platform ToU.
- 6.2 If applicable, details of Platform Operator's second level support and Incident Management for FLEETME Services, including support operating times, are described in the FLEETME Service SLA.
- 6.3 Platform Operator will notify the reporter of an Incident on the status and of its expected solution at regular intervals until such time as the Incident has been resolved. If, however, the analysis of the Incident by Platform Operator shows that the Incident was caused by FLEETME Service Customer's failure to fulfill its duties and obligations pursuant to Section 12, or such Incident is caused by other reasons for which Platform Operator is not responsible, then the Incident will be referred to FLEETME Service Customer's own support personnel. In such case FLEETME Service Customer shall be responsible for resolving the Incident. If, in that case, the use of the FLEETME Service is impaired until the Incident has been cured by FLEETME Service Customer, Platform Operator is not responsible or liable for any cost, damages, or losses resulting from such unavailability of the FLEETME Service and FLEETME Service Customer is not relieved from its payment obligations.

7 Other services by Platform Operator

- 7.1 A separate agreement in writing is required for additional services by Platform Operator, including any support and integration services (for FLEETME Service Customer systems and/or for plant/ technical units) and consulting services.

8 Usage Rights

- 8.1 Platform Operator hereby grants to FLEETME Service Customer a time-limited, non-exclusive, non-sub-licensable, and non-transferable right to access and use the FLEETME Service in accordance with the FLEETME Service Description and the documentation during the term of the FLEETME Service Agreement. Within this framework, FLEETME Service Customer is

entitled

- a) to make the FLEETME Service available to third party service providers retained by FLEETME Service Customer, who may use the FLEETME Service solely on behalf of and for the FLEETME Service Customer;
- b) to use the FLEETME Service as a tool in the context of providing FLEETME Service Customer's own services to his own customers;
- c) to store and print the documentation without removing any copyright notices and, for the purposes of the FLEETME Service Agreement, to reproduce that number of copies thereof which is appropriate.

- 8.2 Any open-source software components used in the FLEETME Service shall be listed in the FLEETME Service Description or within the FLEETME Service itself, to the extent such disclosure is required under the license terms and conditions of the applicable open-source software.

- 8.3 If, during the term of the FLEETME Service Agreement, Platform Operator updates, upgrades, modifies or expands the FLEETME Service or carries out other changes with respect to the FLEETME Service, Section 9 shall also apply to such changes, even if such modifications or extensions were ordered by FLEETME Service Customer and paid for separately.

- 8.4 Platform Operator is the sole owner of Usage Data and may use and exploit it in anonymous form for any purpose in accordance with the applicable statutory provisions.

- 8.5 Except as expressly granted herein, no license or other right is granted by Platform Operator to FLEETME Service Customer. In particular, FLEETME Service Customer has no right to:

- a) use the FLEETME Service beyond the scope of use agreed in these FLEETME Service Terms;
- b) subject to Section 8.1a), make the FLEETME Service available to third parties or otherwise permit third parties to use it; or
- c) reproduce the FLEETME Service in any form.

9 Intellectual Property

- 9.1 Except for Integrated Solution Data, all Content of the FLEETME Service is the property of Platform Operator or its licensors, and is protected by copyright or by other intellectual property rights.

10 Defect Claims

- 10.1 Upon receipt of an Incident report from FLEETME Service Customer, defects in the FLEETME Service including the documentation shall be addressed by Platform Operator within

the Response Times specified in the FLEETME Service SLA.

- 10.2 Section 19 of the L.OS Platform ToU applies to any damage claims based on defective performance for which the Platform Operator is responsible.
- 10.3 IF THE FLEETME SERVICE IS PROVIDED FREE OF CHARGE (E.G. IN THE CASE OF FLEETME TRIAL SERVICES), THEN SUCH FLEETME SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND AND PLATFORM OPERATOR MAKES NO WARRANTIES, EXPRESS, IMPLIED, ARISING FROM THE COURSE OF DEALINGS OR USAGE OF TRADE, OR STATUTORY, AS TO THE FREE FLEETME SERVICES.

11 FLEETME Service SLA

- 11.1 Except as otherwise provided in the FLEETME Service Agreement, this FLEETME Service SLA sets forth the First Level Support performance levels applicable for the FLEETME Service, in particular its agreed Availability and certain related aspects.
- 11.2 The Customer is not entitled to uninterrupted Availability and error-free use of the FLEETME Service. Platform Operator does not warrant that the use of the FLEETME Service will be uninterrupted or not impaired by Downtime, Maintenance Work or any other Platform Operator activities or malfunctions, and Platform Operator does not provide Service Credits for any interrupted Availability.
- 11.3 FLEETME offers no warranty, indemnity, service level commitment, or support, and does not warrant Response Times.
- 11.4 FLEETME will not be liable for unavailability of Services.

12 Remuneration

- 12.1 Platform Operator will charge FLEETME Service Customer the applicable FLEETME Service Fee, except for FLEETME Trial Services, which will be provided free of charge.
- 12.2 Payment by FLEETME Service Customer must be made using the payment methods as described in the L.OS Platform ToU or FLEETME Service Agreement.
- 12.3 Other services, if any, not covered by the FLEETME Service Fee shall be performed by Platform Operator on a time and material basis at Platform Operator's general list prices as applicable at the time when an order is placed.

13 Obligations of FLEETME Service Customer

- 13.1 FLEETME Service Customer shall promptly perform all cooperation obligations requested by Platform Operator in connection with the FLEETME Service Agreement. In particular, FLEETME Service Customer shall:
- a) create and maintain the system requirements described in the FLEETME

Service Description;

- b) conclude and maintain, during the term of the FLEETME Service Agreement, L.OS Solution Agreements for the L.OS Solutions identified in the FLEETME Service Description as being required for the FLEETME Service (if any);
- c) comply with the restrictions / obligations with regard to the rights of use under Section 8 and to prosecute any violations of these obligations effectively and with the objective of preventing future violations;
- d) obtain the necessary consent from affected persons to the extent Integrated Solution Data qualifies as personal data and no statutory or other permission applies; and
- e) report Incidents to Platform Operator in accordance with the FLEETME Service SLA.

14 FLEETME Service Changes

- 14.1 Platform Operator reserves the right to modify the FLEETME Service if this is necessary to meet the technical requirements of connected services, networks, devices or computers, change in laws or regulations or with regard to further developments. Platform Operator will notify FLEETME Service Customer of any change by email within a reasonable period of time, but no later than 30 calendar days, before the planned effective date of changes for any modifications involving disadvantages or additional charges (e.g. adaptation expenses). Platform Operator will advise FLEETME Service Customer of its right to object and/or terminate the FLEETME Service and of the consequences of the respective change in the change notification. If FLEETME Service Customer does not object within 30 calendar days of receipt of the notification, then the changes shall be deemed to have been agreed as of the first day after the expiration of the 30 calendar day objection period. In the event of an objection, the contractual relationship shall be continued subject to the original conditions. Platform Operator has the right to terminate the FLEETME Service Agreement upon one month's prior notice in case of an objection by FLEETME Service Customer.

15 Term, Termination

- 15.1 The term of each FLEETME Service Agreement begins upon activation of the FLEETME Service in FLEETME Service Customer's Account and shall terminate either (i) automatically on the termination effective date of FLEETME Service Customer's Platform User Agreement, without any need for separate termination of the FLEETME Service Agreement, or (ii) on the date on which a termination by Platform Operator or FLEETME Service Customer pursuant to Section .2 becomes effective, whichever comes earlier.
- 15.2 Either Party may terminate a FLEETME Service Agreement for convenience at any time by giving

at least one month prior notice to the other Party to the end of a calendar month.

- 15.3 Any right of the Parties to terminate for cause remains unaffected.
- 15.4 Platform Operator has the right to terminate for cause without notice if FLEETME Service Customer is in default of payment of its payment obligation under Section 12 for two consecutive months or if, in a period covering more than two months, FLEETME Service Customer is in default of payment in an amount equal to the remuneration for the two months prior to notification of termination. In the event of termination by Platform Operator for cause, Platform Operator can immediately claim liquidated damages amounting to 50% of the residual monthly usage fees due up to expiry of the regular term of the FLEETME Service Agreement. FLEETME Service Customer has the right to prove that lower damages were incurred, Platform Operator has the right to prove that greater damages were incurred.
- 15.5 Form of termination: Unless a possibility of terminating by means of a dedicated function on the L.OS Platform (e.g., in the Account settings) is provided, any termination pursuant to Section 14.2 shall be made in text form (letter, e-mail).
- 15.6 Effect of termination: Upon the effective date of a termination, Platform Operator will stop the provision of the FLEETME Service.

Bosch Mobility Platform & Solutions LLC

FLEETME Service Description

1. Technical functionalities / main functions

The FLEETME Service provides the Customer with the following functionalities: Platform login, fleet equipment landing page, vehicle health monitoring, telematics integrations, DTC fault alerts, predictive maintenance and scheduling, Parts to VIN database and maintenance workflow for internal and external repair shops. Other Data aggregation and unification include DVIR maintenance action items, DOT repair violations, warranty management and expirations, recall campaigns, and OE service bulletin integrations. Other features include in-cab alerts on sensor fault codes, and fleet availability tools to manage Out of Service (OOS) equipment availability.

2. Intended Usage

The intended usage of this service is one or more fleet managers, dispatchers, maintenance managers, shop repair managers, repair technicians, and ultimately drivers working at a company that has a fleet of vehicles. The objective is to provide a platform that has the single version of the truth from a fleet asset management perspective in an integrated, end to end

platform that helps a fleet manage all aspects of the fleet's assets (from placing the asset in service, to equipment outplacement from the fleet). Target fleets are fleets of any size, vehicle classes from class 1 through 8 operating in any industry.

3. Target User Benefits

Target user benefits and value proposition include: improving fleet equipment up-time, decreasing of costs of critical component/engine failures, increase procurement efficiency, improvement of equipment and technician productivity, developing analytics creating actionable insights, which leads to improved maintenance and creates the path for end-to-end maintenance recommendations.

4. System requirements / technical requirements / interfaces

Internet Browser. One or more active subscriptions to one or more telematics providers that are available within FLEETME.

5. Open Source Software components

The open-source software components included in the service and all further details are described in the FLEETME Service.

6. Service hosting

U.S.A.

7. Maintenance

No deviations to the FLEETME SLA

8. Data Processing and Data Protection

8.1 Purpose of the data processing

Fulfilling or meeting the reason you provided the information. To enable use of our sites, services, and products, to communicate with you, and to understand how our Users interact with our sites.

Technical administration of Bosch and Bosch affiliate websites, and/or services.

Maintaining the safety, security, and integrity of our websites, products and services, databases and other technology assets, and business.

Customer, vendor, licensor and/or supplier administration, review and/or reports.

Administering, maintaining, personalizing, and improving Bosch and Bosch affiliates' products, and services, including, without limitation, to authenticate users, provide requested services, provide optional additional services and to improve our offerings including the development of new features, products and/or services.

Providing customer service.

Compliance with legal and/or regulatory requirements.

Responding to submitted inquiries and customer service requests and other questions and/or comments.

For the U.S.A., this data may be used for marketing and analytic purposes.

- 8.2 The terms of the FLEETME Data Processing T&Cs, attached herein, are hereby incorporated by reference, and shall apply to the extent that Customer Data includes Personal Data (as defined in the FLEETME Data Processing T&Cs) or Platform Operator processes Personal Data for or on behalf of Customer as part of the FLEETME Service.

Bosch Mobility Platform & Solutions LLC

FLEETME Data Processing T&Cs

Date: March 14, 2025

These FLEETME Data Processing T&Cs apply to the processing of Personal Data by Bosch Mobility Platform & Solutions LLC ("Platform Operator"), 38000 Hills Tech Dr., Farmington Hills, MI 48331, USA, as an independent data controller on behalf of FLEETME Service Customers, also an independent controller, located in the United States of America, in the context of FLEETME Service Customer's access and use of the FLEETME Services. Platform Operator and FLEETME Service Customers may hereinafter be referred to individually as a "Party", and collectively, as the "Parties".

1. Preamble

These Data Processing T&Cs specify each Party's obligations under applicable Data Protection Requirements (as defined in Section 2) with regard to Personal Data processed by Platform Operator under the Agreement.

2. Definitions

Capitalized terms used but not defined in these FLEETME Data Processing T&Cs shall have the meaning given to them in the FLEETME Service Terms.

- 2.1. **"Aggregate Data"** and **"Anonymized Data"** shall have the meanings given to those terms under applicable "Data Protection Requirements".
- 2.2. **"Agreement"** means, the FLEETME Service Terms.
- 2.3. **"Customer Data"** means any Personal Data (a) transmitted or provided to Platform Operator by a FLEETME Service Customer, or (b) uploaded by or for FLEETME Service Customer through use of the FLEETME services.
- 2.4. **"Data Protection Requirements"** means all U.S. federal and state privacy and data protection laws and regulations and/or applicable industry regulations, as may be amended from time to time, as applicable to the data Processed by the Parties under the Agreement.
- 2.5. **"Personal Data"** means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household.
- 2.6. **"Security Incident"** means (1) any attempted, threatened, reasonably suspected, or successful accidental loss or unauthorized destruction; disclosure of, access to, acquisition of, or use; theft, misplacement or unauthorized copying; unauthorized use, access, communication or processing, or unauthorized damage, alteration or modification of Customer Data and/or Personal Data that is held or stored by Platform Operator or its subprocessors; or (2) any event that indicates that the security of an information system, service, or network may have been breached or compromised.

1. Compliance with Requirements

Each Party represents, warrants, and covenants that it will comply with, all applicable Data Protection Requirements and security guidance promulgated by a governmental authority whether in effect at the time of execution of this Addendum or coming into effect thereafter. In the event of any irreconcilable conflict between the terms of these FLEETME Data Processing T&Cs and any Data Protection Requirements, the applicable terms of the Data Protection Requirements shall prevail and apply.

2. Use of Customer Data

- 2.1. Each Party agrees to (a) restrict their personnel (including any subcontractor personnel) from accessing or using any Customer Data except in furtherance of their obligations under the Agreement, and (b) use the Customer Data only in accordance with the scope of the Agreement and not for any purpose other than providing the FLEETME services or any other services in connection with the Agreement. Upon each Party's written request to the other Party or upon termination of the Agreement, the other Party shall promptly return to the requesting Party the Customer Data (including notes on and copies thereof) in any reasonable manner mutually agreed to by the Parties or, if the requesting Party so elects or return is not feasible, shall be destroyed by the other Party. Each Party warrants that it has obtained the Personal Data in compliance with all applicable Data Protection Requirements.
- 2.2. Except as permitted under the Agreement, both Parties shall not sell, assign, lease, share Customer Data with third parties for monetary considerations, or otherwise dispose of Customer Data to third parties or commercially exploit Customer Data for their own benefit.
- 2.3. The FLEETME Service Customer acknowledges and agrees that Platform Operator may, in addition to the processing activities under these Data Processing T&Cs, use the Customer Data in aggregated or anonymized form to analyze, improve and operate the FLEETME services and otherwise for any business purpose, during and after the term of the Agreement. Aggregate and Anonymized data shall only include data or information which is not specifically identifiable to a data subject. The Parties shall not combine Personal Data with information received from or on behalf of another person or entity, or the Personal Data that the Parties collect from their own interactions with data subjects.

The Parties shall not attempt to re-identify de-identified, aggregate or Anonymized data. The Parties must take reasonable measures to ensure that a person cannot associate the de-identified, aggregate or Anonymized data with an individual.

- 2.4. To the extent that a Data Protection Impact Assessment or Privacy Impact Assessment (each defined by the applicable Data Protection Requirements) is required under Data Protection Requirements, FLEETME Service Customer will provide Platform Operator with reasonable assistance (at FLEETME Service Customer's expense) with conducting such assessments and consultation with the responsible privacy commissioners (if any) or any other government entity or supervisory authority as required by Data Protection Requirements.
- 2.5. FLEETME Service Customer shall assist Platform Operator in dealing with data subject requests related to Customer Data. In the event that FLEETME Service Customer receives a request, FLEETME Service Customer shall, to the extent not prohibited by applicable Data Protection Requirements or any regulatory authority, civil action or internal discovery, notify Platform Operator in writing of the request within three business days. Platform Operator is responsible for communicating directly to data subjects on such requests. Both Parties agree to make information necessary to comply with a request available to one another.
- 2.6. Platform Operator shall not retain Customer Data, or any portion thereof, in any manner whatsoever, beyond 30 days following the expiration or termination of the Agreement, except as permitted under the Agreement, or as required by Data Protection Requirements, or as otherwise agreed to between the Parties in writing.

3. Subprocessors (additional Service Providers)

- 3.1. The FLEETME Service Customer agrees to the involvement of subprocessor(s) by Platform Operator. For any subprocessor engaged by Platform Operator, Platform Operator is responsible and liable for any such subprocessor's compliance with the obligations under the FLEETME Data Processing Terms and Conditions, including liability for acts or omissions of subprocessors. A list of subprocessors engaged by Platform Operator shall be made available to the FLEETME Service Customer upon request.
 1. In addition to the processing activities set forth in Annex 1, upon a Party's request to the other Party, such other Party shall provide information regarding the processing activities of its subprocessors, relevant towards the service, including but not limited to any contract or legal instrument.
 2. The Parties shall impose the same obligations as set forth in these FLEETME Data Processing T&Cs on any subprocessor each Party engages and shall do so via written agreement. The Parties shall carefully select the subprocessor under consideration of the appropriateness of the technical and organizational security measures taken by the subprocessor.

4. Data Security Breach Notification

In the event of a Security Incident, the breached Party shall: (a) promptly notify the other Party by a method to be established by the Parties, no later than 72 hours of the Security Incident, providing sufficient details for the other Party to determine the date and scope of the Security Incident and identity affected data subjects; (b) reasonably assist the other Party in investigating, remedying or taking other necessary action; (c) implement a plan to mitigate the effects of the Security Incident and prevent recurrence, (d) identify Personal Data affected by the Security Incident and implement sufficient measures to stop and prevent further Security Incidents; (e) provide the necessary information and assistance needed to evaluate the Security Incident and, as applicable, to comply with any obligations to provide timely notice and information about the Security Incident to affected data subjects or relevant regulators; and (f) cover the reasonable costs associated with notification and investigation obligations related to the Security Incident and provide additional details as they become available.

5. Security

The Parties shall maintain and comply with a comprehensive cybersecurity and privacy program, which shall include reasonable, appropriate, and adequate technical, organizational, physical, administrative and security measures that are designed to prevent the unauthorized use, disclosure or access of Customer Data.

6. Audits

- 6.1. The Parties shall perform self-audits as required by Data Protection Requirements that verify their information security practices and implementations as they relate to the Parties obligations under the Agreement, including these FLEETME Data Processing T&Cs.
- 6.2. Each Party shall have the right to conduct a reasonable security assessment audit of the other Party no more than once per year. Additionally, either Party may conduct such an audit with reasonable notice if there is a reasonable belief that the other Party has not complied with these FLEETME Data Processing T&Cs or applicable Data Protection Requirements. Audits may be conducted remotely, as appropriate to the services provided under the Agreement. Each Party shall fully cooperate with the other in connection with such audits, including, but not limited to, inspections for data privacy and security compliance and participation in self-assessment security compliance reviews.

- 6.3. Each Party shall have the right to take reasonable and appropriate measures to prevent and address any unauthorized use of Personal Information by the other Party. Each Party agrees to promptly remedy any instances of non-compliance identified under this Agreement in a timely manner.

7. Indemnification.

In addition to its other indemnification obligations, under the Agreement, FLEETME Service Customer shall indemnify, defend and hold harmless Platform Operator, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, losses, damages, and liabilities (including reasonable attorney fees), arising out of or relating to (a) FLEETME Service Customer's breach of this Addendum, or (b) a Security Incident. Notwithstanding the terms of the Agreement, the FLEETME Service Customer's indemnification obligations under this Addendum shall not be subject to any disclaimer of damages, cap on liability or other limitation of liability. Platform Operator shall have the right, at its cost, to participate in the defense of any claims concerning matters that relate to Platform Operator. The FLEETME Service Customer shall not enter into any settlement of such claims without Platform Operator's express written consent (which shall not be unreasonably withheld), unless such settlement (i) releases Platform Operator in full for all claims, (ii) does not impose any obligation on Platform Operator, other than amounts to be paid directly by the FLEETME Service Customer, and (iii) includes no admission of any kind by or on behalf of Platform Operator.

8. Limitation of Liability

Notwithstanding any other terms or provisions of the Agreement, any disclaimers, caps, or limitations of liability under the Agreement shall not apply to the FLEETME Customer's breach of this Addendum or any Data Protection Requirements.

9. Survival

Notwithstanding anything to the contrary herein or in the Agreement, each Party's obligations under these FLEETME Data Processing T&Cs shall survive termination or expiration of the Agreement for so long as the Parties maintain any Customer Data in their possession.

10. Integration/Conflict

These FLEETME Data Processing T&Cs are hereby made an integral part of the Agreement and shall remain in effect for so long as the Agreement remains in effect. The Agreement, including these FLEETME Data Processing T&Cs, constitute the entire agreement between the Parties regarding the subject matter hereof and thereof, and supersedes any prior agreement, whether written or oral. The terms and conditions of these FLEETME Data Processing T&Cs supplement the terms and conditions set forth in the Agreement. In the event of a conflict between these FLEETME Data Processing T&Cs and the Agreement the terms of these FLEETME Data Processing T&Cs shall take precedence.

11. Certification

The Parties hereby certifies that it understands the restrictions set forth and will comply with them.

Annex 1

Details of Processing

Categories of data subjects whose Personal Data is transferred

The Personal Data transferred concern the following categories of data subjects:

1. Customers and clients
2. Business and other internal contacts
3. Partners and other business contacts

Categories of Personal Data transferred

The Personal Data transferred concern the following categories of data in an electronic or physical form:

1. Personal details, including any information that identifies the data subject and their personal characteristics, including first and last name, email address, phone number, organizational/employer affiliation, organizational role, user ID, logging data (including IP address), and password.
2. Goods or services provided and related information, including details of the goods or services supplied, licenses issued, and contracts.
3. Fleet vehicle related data including: Vehicle Identification Number (VIN), vehicle license plate number and precise geolocation.

The frequency of the transfer

The data is transferred on a continuous basis for each FLEETME Service Customer and will cease at the termination of the Agreement for FLEETME services between the FLEETME Service Customer and Platform Operator.

Nature of processing

The Personal Data transferred will be subject to the following processing activities:

1. Receiving data, including collection, accessing, retrieval, recording, and data entry
2. Holding data, including storage, organization and structuring
3. Using data, including analyzing, consultation, and testing,
4. Updating data, including correcting, adaptation, alteration, alignment and combination
5. Protecting data, including restricting, encrypting, and security testing
6. Sharing data, including disclosure, dissemination, allowing access or otherwise making available
7. Returning data
8. Erasing data, including destruction and deletion

Purpose(s) and duration of processing

The purpose and duration of processing Personal Data is described in the FLEETME Service Description and the in the Agreement.

Locations of processing

Provider will process or store Personal Information only in the following location(s):

3. The United States of America

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