

# Volvo Group Data Management Agreement

Enabling the effective use of data is an essential part of Volvo's offer to our Customers. To that end, Volvo is committed to ensure that data can be Processed in a transparent, lawful, and secure way. This will allow us to confidently leverage data to develop, deliver and improve our Products and Services and enhance the value we provide to our Customers.

This Data Management Agreement ("**DMA**") forms part of and is incorporated into any Agreement which includes a reference to this DMA, and which relates to the provision by Volvo (including sale, rental, or lease) of Products and/or Services to Customer (the "**Agreement**").

Definitions of capitalized terms used in this DMA are, unless provided in the main body of this DMA, provided in Schedule 1.

## 1. What is the purpose of the DMA?

To ensure alignment on the agreed use of data in Volvo's Products and Services, and in order to facilitate both parties' compliance with Privacy Laws and Data Collection and Sharing Laws, this DMA sets out the terms and conditions on which Volvo Group collects, uses, and shares Vehicle Data and puts in place contractual provisions to govern Volvo's Processing of Personal Data on behalf of the Customer.

## 2. What is Vehicle Data?

- 2.1. Vehicle Data means any data (including electronic communications data and terminal equipment information) generated in, by, or otherwise relating to a Vehicle ("**Vehicle Data**"). For example, this includes any data which is collected, logged, stored, or transmitted from the Vehicle's Information Systems or other devices running Vehicle related Services, as well as data downloaded wirelessly or via cable from a Vehicle. Vehicle Data can therefore include data such as data relating to Vehicle performance, usage, Service and repair, emergency assistance, surroundings, geographical position, and unique identifiers (whether Vehicle or non-Vehicle related).
- 2.2. Vehicle Data is mostly of a very technical and Vehicle-centric nature. However, Vehicle Data can sometimes be used to infer information relating to the individual driver/operator of the Vehicle, such as its driving behavior or geographical position. When such is the case, the Vehicle Data may constitute Personal Data and Volvo and Customer shall each comply with their respective obligations under all applicable Privacy Laws.
- 2.3. Additional information about the Processing of Vehicle Data (including Personal Data) is provided in the applicable Privacy Notices and/or relevant Service Descriptions (as applicable), as further referenced in Schedule 2.

## 3. How is Vehicle Data collected?

- 3.1. To enable Volvo to leverage Vehicle Data to develop, deliver and improve Products and Services, Vehicles are equipped with Information Systems that gather, store, and transmit Vehicle Data. Other devices used to run Vehicle related Services (such as computers, tablets or mobile devices running Digital Services) may also, where applicable, gather, store, and transmit Vehicle Data.
- 3.2. By accepting this DMA, Customer agrees not to interfere with the operation of the Information Systems in any way. Customer acknowledges that, for any and all of its current and future Vehicles equipped with Information Systems, Volvo Group may, for the purposes of this DMA, access the Information Systems at any time (including remotely) and use the systems' Processing and storage capabilities to gather and store Vehicle Data and transmit Vehicle Data to Volvo Group systems. Without limiting Customer's right to deactivation under Section 7, these rights shall survive any termination or expiry of the Agreement.

## 4. Why is Vehicle Data collected?

- 4.1. Volvo collects and uses Vehicle Data in order to provide Products and/or Services to Customer, including Digital Services ("**Service Purposes**"). Further information about these purposes is provided in the applicable Privacy Notices and/or relevant Service Descriptions (as applicable).
- 4.2. Volvo will also collect and use the Vehicle Data for its own internal and other reasonable business purposes ("**Volvo Purposes**"), which are: (i) conducting Product and Services research and development to enhance, maintain, and develop new Products and Services, (ii) solving quality issues, (iii) performing accident research investigations, (iv) managing warranty, contract, or regulatory compliance surveillance (such as product liability), (v) marketing Products and/or Services, (vi) performing proactive maintenance, (vii) enabling battery monitoring and diagnostics, (viii) updating the Information Systems with accompanying software (including providing over-the-air updates), (ix) the development, training, and monitoring of artificial intelligence systems and machine learning models for the Volvo Purposes, including, without limitation, large language models, predictive analytics, autonomous driving algorithms, and (x) any additional purposes further described in the applicable Privacy Notices and/or relevant Service Descriptions (as applicable).
- 4.3. To the extent necessary for the purposes of this DMA or as otherwise required by applicable law or regulation, Volvo may share Vehicle Data (including Personal Data) within the Volvo Group and with third parties, including but not limited to software Service providers, subcontractors, Volvo dealerships, public authorities and any other recipients described in the applicable Privacy Notice and/or relevant Service Descriptions (as applicable).

## 5. Who is responsible for the Personal Data?

- 5.1. When Personal Data included in Vehicle Data is Processed for Service Purposes, and unless otherwise stated in the Agreement, Customer is the Controller and responsible for ensuring the lawfulness of their use of the Products and/or Services, e.g., whether the use of a certain Service is appropriate, proportional or, in particular relating to Vehicle monitoring Services, permissible under local employment law. Any Volvo Group entity engaged in this Processing acts as a Processor Processing on behalf of the Customer. In relation to this Processing, the Processor terms in Schedule 2 shall apply.
- 5.2. When Personal Data included in Vehicle Data is Processed for Volvo Purposes, each Volvo Group entity engaged in the Processing is a Controller.
- 5.3. If Customer uses Personal Data included in Vehicle Data for any other purposes than those specified in this DMA, Customer is a Controller of such Processing.

## 6. What the Customer needs to do

- 6.1. Customer shall ensure that any driver/operator or other individual authorised by Customer to use the Products and/or Services provided by Volvo:
- (i) is made aware that Personal Data relating to them may be Processed by Volvo Group,
  - (ii) where required by applicable law (including Privacy Laws), provides its informed and valid consent to the Processing of Personal Data for the purposes described in this DMA, and
  - (iii) is referred to or provided with a copy of the applicable Privacy Notice.
- 6.2. If Customer sells or otherwise transfers ownership of a Vehicle with active Information Systems to a third party, Customer shall (i) notify Volvo in writing thereof, (ii) inform the third party about the collection and Processing of Vehicle Data performed by Volvo Group, (iii) provide the third-party established in the EU/EEA with the pre-contractual information provided at <https://www.volvobuses.com/data-act>, and (iv) inform that such collection and Processing is contingent on the Vehicle owner's acceptance of the terms under this DMA.

## **7. Deactivating data collection**

- 7.1. Customer may request deactivation of the Information Systems, subject to procedures specified in the relevant Agreement or related instructions.
- 7.2. Customer acknowledges and agrees that deactivation may not be permitted: (i) under Agreements relating to the rent, lease, financing, or insurance of a Vehicle, or (ii) for Information Systems used for performing Vehicle Service, repair and/or maintenance. Furthermore, Customer is aware that the deactivation of the Information Systems may affect any parties' ability to Process data and Volvo's ability to supply Products and/or Services. Accordingly, Customer acknowledges and agrees that; (i) Volvo may not in all cases be obliged to deactivate the Information Systems; and (ii) Volvo shall not be liable for any consequences arising out of such deactivation, including any effect on the applicability of terms in any warranties.

## **8. Limitations of liability**

- 8.1. Neither Volvo nor Customer shall be liable to each other for any loss or damage of any kind unless such loss or damage is caused by the other's breach of its obligations under this DMA or applicable law. Neither party shall be liable to the other for any loss of profits or revenue, loss of business or loss of or inaccuracy of data or for any indirect, incidental, special, exemplary, punitive, or consequential damages.
- 8.2. Volvo shall not be liable for (i) any loss or damage caused by a failure or downtime of the public communications systems on which the provision of the Products and/or Services (including Digital Services) may be dependent, nor (ii) any loss or damage incurred on goods or other property transported, stored, moved, or worked on by a Vehicle.

## **9. Miscellaneous**

- 9.1. Volvo may update this DMA at any time. New versions of this DMA will be published on Volvo's websites and/or other Customer interfaces, such as Volvo Connect. Customer's continued use of Products and/or Services after thirty (30) days from the date when the new version of this DMA was so published shall be deemed to be Customer's acceptance of the changes. Customer has the right to request deactivation in accordance with Clause 7.
- 9.2. If the Agreement and this DMA contain inconsistent or conflicting provisions, this DMA shall prevail.

## Schedule 1 - Definitions

In this DMA, the following capitalised words are defined:

<b>Agreement</b>	means the Agreement by which Volvo provides Products and/or Services to Customer, including such provision by way of sale, rental, or lease.
<b>Customer</b>	means the natural or legal person that has entered into an Agreement.
<b>Data Collection and Sharing Laws</b>	means any applicable data collection and/or sharing related laws, statutes, directives, or regulations (and any amendments or successors thereto) to which Volvo or Customer is subject in respect of the Products and/or Services (including Regulation (EU) 2023/2854 on harmonised rules on fair access to and use of data as may be amended or superseded).
<b>Digital Services</b>	means data-driven Services made available by Volvo to Customer, whether ordered separately or included with Products and/or Services, as further defined in the relevant Service Description(s).
<b>Information Systems</b>	means the systems and sensors installed in or mounted on Vehicles that gather, store, and transmit Vehicle Data, as well as Volvo Group Information technology infrastructure.
<b>Privacy Laws</b>	means any applicable data protection and/or privacy related laws, statutes, directives, or regulations (and any amendments or successors thereto) to which Volvo or Customer is subject in respect of the Products and/or Services (including the EU General Data Protection Regulation 2016/679 (“ <b>GDPR</b> ”) as may be amended or superseded).
<b>Privacy Notice(s)</b>	means the Privacy Notice(s) applicable to the Product and/or Services, including Digital Services. Unless otherwise referenced in the Agreement, the applicable Privacy Notice(s) includes the Volvo Group <u>Customer Representative Privacy Notice</u> and <u>Operators and Drivers Privacy Notice</u> , as amended from time to time.
<b>Products and/or Services</b>	means any products or Services manufactured, distributed, supplied, or marketed by a Volvo Group entity including Vehicles and Digital Services.
<b>Service Description</b>	means the description, as applicable from time to time, of the scope and contents of a Service.
<b>Vehicle</b>	means any products manufactured, distributed, supplied, or marketed by a Volvo Group entity which incorporates Information Systems.
<b>Volvo</b>	Means Volvo Buses Corporation
<b>Volvo Group</b>	means and includes individually and/or collectively depending on the context: (i) Volvo, (ii) AB Volvo (publ), (iii) any company in which AB Volvo (publ) owns, directly or indirectly, more than 50% of the share capital and/or controls, directly or indirectly, more than 50% of the votes and (iv) any joint venture between the Volvo Group and a third party.
<b>Controller, Data Subject, Personal Data, Personal Data Breach, Processing, and Processor</b>	Shall each have their respective meaning given to them in article 4, GDPR.

## Schedule 2 – Processor Terms

These Processor Terms constitute a written data Processing Agreement pursuant to applicable Privacy Laws and apply to Processing of Personal Data performed by Volvo on behalf of the Customer. These Processor Terms do not apply to any Processing performed by Volvo as a Controller.

## 1. Processing instructions

- 1.1. Customer hereby instructs Volvo to Process the Personal Data to the extent necessary for the performance of the Agreement and the fulfilment of the purposes set out in the applicable Service Description(s) which further outlines the subject-matter, nature, duration and categories of Personal Data and Data Subjects.
- 1.2. Unless otherwise agreed in writing, these Processor Terms shall constitute all of Customer's documented instructions to Volvo. If Volvo determines, in its sole discretion, that a Customer instruction would breach applicable Privacy Laws or other applicable data protection provisions, Volvo shall not be required to comply with such instruction and shall inform Customer thereof.
- 1.3. Notwithstanding any Customer instructions to the contrary, Volvo may still Process Personal Data to the extent required by applicable law to which Volvo is subject. Unless prohibited by relevant applicable law, Volvo shall notify Customer of such legal requirement.
- 1.4. Notifications to the other party under these Processor Terms shall be considered valid as long as they are delivered to Customer's or Volvo's business, technical or administrative contacts by any means, including via e-mail.

## 2. Customer's obligations

- 2.1. Customer is responsible for:
  - (i) complying with its obligations under all applicable Privacy Laws, including ensuring that its instructions comply with applicable law, including Privacy Laws,
  - (ii) determining the legal basis for Processing of Personal Data and obtaining any/all legally required licenses, permits, approvals, and/or consents from Data Subjects, and providing all legally required notifications to Data Subjects in order for Customer and Volvo to Process such Personal Data in accordance with Privacy Laws and third party-rights,
  - (iii) ensuring the lawfulness of any Personal Data provided to Volvo including ensuring that such data does not infringe any third-party rights or in any other way violate applicable law,
  - (iv) as applicable, notifying the Processing to, and responding to enquiries from, competent authorities or data protection officials,
  - (v) responding to enquiries from Data Subjects and determining whether any Data Subject has a right to exercise any data subject rights and giving instruction to Volvo to what extent it requests assistance,
  - (vi) at Volvo's request, designating a single point of contact responsible for receiving and responding to Data Subject rights requests received by Volvo and notifying Volvo of Customer's intended response, and, upon Volvo's request, authorizing Volvo to fulfil such request on behalf of Customer,
  - (vii) ensuring that all contact information used by Volvo for notifications and/or communication under these Processor Terms maintains accurate at all times, and
  - (viii) in the event that Customer intends to issue a notification of a Personal Data Breach to a supervisory authority/regulator, and unless prohibited by applicable law,

informing Volvo of such notification, and undertaking to not reference any member of the Volvo Group or the Products or Services of the Volvo Group in any such notification without the approval of Volvo as to the form and content of the reference.

## 3. Volvo's obligations

- 3.1. Volvo is responsible for:
  - (i) ensuring sufficient data security by means of appropriate technical and organisational measures in compliance with the requirements of applicable Privacy Laws, and as modified, adapted, and updated by Volvo from time to time,
  - (ii) providing reasonable assistance as may be reasonably requested by Customer with respect to any data protection impact assessments, and prior consultations with relevant regulatory or supervisory authorities which Customer reasonably considers to be required by applicable Privacy Law (including Article 35 or 36 of the GDPR),
  - (iii) notifying Customer without undue delay of any requests from Data Subjects exercising their rights under Privacy Laws, and not respond to such requests, unless instructed by the Customer to do so,
  - (iv) providing reasonable and timely assistance to Customer to enable Customer to respond to any request from a Data Subject to exercise any of its rights under Privacy Laws and any other correspondence, enquiry or complaint received from a Data Subject,
  - (v) notifying Customer without undue delay after becoming aware of a Personal Data Breach, delivering such notification to Customer's business, technical or administrative contacts by any means Volvo selects, including via e-mail, and include the details of the Personal Data Breach that are known or available to Volvo at the time (subject to later updates), the measures taken or to be taken to address it, and a Volvo contact point,
  - (vi) cooperating and taking commercially reasonable steps as instructed by Customer to assist in the investigation, mitigation, and remediation of a Personal Data Breach, including with respect to any notification to a relevant supervisory authority/regulator, or Data Subjects,
  - (vii) ensuring that only authorized persons access the Personal Data and that such persons are bound by appropriate confidentiality undertakings,
  - (viii) not disclosing or otherwise revealing any Personal Data to a Data Subject or third party, unless otherwise stated in the Agreement or required by law or a court or official authority's decision, and
  - (ix) to the extent permitted by law, notifying Customer if it becomes aware of any notice, inquiry or investigation by a supervisory authority that refer specifically to the Processing of Personal Data under the Agreement, and also refer such supervisory authority to Customer.
- 3.2. Any notification of or response to a Personal Data Breach made by Volvo shall not be construed as an acknowledgement by Volvo of any fault or liability with respect to the Personal Data Breach.
- 3.3. With respect to its obligations under Sections 3.1 (ii), (iv) and (vi) Volvo reserves the right to charge Customer a reasonable fee for such assistance taking into account the administrative costs of providing the information or

communication or taking the action requested by Customer.

#### **4. Use of Sub-Processors**

- 4.1. Customer provides general authorisation to Volvo to engage third parties (including other Volvo Group companies) to Process Personal Data. ("Sub-Processors").
- 4.2. For all its Sub-Processors, Volvo is responsible for imposing, by way of contract, data protection obligations equivalent to those set out in these Processor Terms. Volvo shall remain responsible for all obligations, acts and omissions of any Sub-Processor to the same extent as if performed or not performed by Volvo itself.
- 4.3. Information about the Sub-Processors used by Volvo, allowing Customer to object to changes of Sub-Processors, is maintained in the applicable Service Description(s). Volvo shall at Customer's request disclose the location of the data Processing.

#### **5. Cross-border transfer**

- 5.1. Customer provides general authorization to Volvo to transfer (including transmit or otherwise make available) Personal Data to recipients in any country to the extent necessary for the performance of the Processing.
- 5.2. Where Volvo's Processing under these Processor Terms requires a transfer of Personal Data to a country outside of the European Economic Area ("EEA") and such a country does not enjoy an adequacy decision by the EU Commission pursuant to article 45 of the GDPR, the EU Commission's standard contractual clauses for the transfer of Personal Data to third countries, (as annexed to the EU Commission's implementing decision (EU) 2021/914) ("SCCs") shall hereby apply and be incorporated into these Processor Terms by reference to their [official publication page](#) on the EU Commission's website.
- 5.3. As applicable under these Processor Terms, the SCCs shall utilize the version accommodating for Processor-to-Controller transfers (Module 4) with the following adjustments: (i) Clause 7 (docking clause) shall not be used, (ii) Clause 17 (governing law) shall apply the laws of Sweden, (iii) Clause 18 (Choice of forum and jurisdiction) shall designate the courts of Sweden, (iv) Annex I.A (list of parties) shall, unless otherwise specified in any Privacy Notices and/or relevant Service Descriptions (as applicable), be the parties to the Agreement, whereby Volvo is the Data exporter and the Customer is the Data importer, and (v) Annex I.B (description of transfer) shall follow the specifications provided for in the applicable Privacy Notices and/or Service Description(s).
- 5.4. If the SCCs are deemed invalid by a governmental entity with jurisdiction over transferred Personal Data or if such governmental entity (e.g., the EU Court of Justice) imposes additional rules and/or restrictions regarding the use of SCCs, the parties agree to work in good faith to find an alternative and/or modified approach with respect to such transferred Personal Data which complies with applicable laws.
- 5.5. If and to the extent another legal entity than Customer is the Controller of all or part of the Personal Data Processed by Volvo on behalf of Customer under this Agreement,

Customer confirms that it has the necessary authority and mandate to enter into these Processor Terms on behalf of such legal entity.

#### **6. Demonstrating compliance and audit rights**

- 6.1. Volvo shall, upon reasonable prior written request from Customer (such request not to be made more than once per calendar year) and subject to Section 6.2 provide to Customer such information as may be reasonably necessary to demonstrate Volvo's compliance with its obligations under these Processor Terms and applicable Privacy Laws as relating to Processors.
- 6.2. Customer may conduct an audit to assess Volvo's compliance under these Processor Terms and applicable Privacy Laws as relating to Processors. The audit may be conducted by an independent third-party auditor, provided such auditor is not a competitor of Volvo and is made subject to confidentiality undertakings agreed by Volvo. Any audit must be preceded by at least thirty (30) day's prior written notice by Customer and may take place no more than once per calendar year or if Customer reasonably considers there is a clear indication of an infringement with these Processor Terms.
- 6.3. The audit shall take place during Volvo's normal working hours, be restricted in scope, manner, and duration to that reasonably necessary to achieve its purpose and may not unnecessarily disrupt Volvo's operations and be performed in accordance with Volvo's security policies.
- 6.4. Customer shall provide to Volvo a copy of any resulting audit reports, unless prohibited by applicable law. The audit reports shall be confidential information of both parties and shall not be disclosed to third parties unless required by applicable law.
- 6.5. The costs of any audit performed (including for the time engaged by Volvo personnel and professional advisers) shall be borne by Customer.

#### **7. Deletion of Personal Data**

- 7.1. When the Agreement expires, Volvo shall either delete or return all Personal Data that has been Processed on Customer's behalf in accordance with Customer's instructions and ensure that no such Personal Data remains with Volvo or any Sub-Processor except that Volvo may retain Personal Data: (a) as necessary to comply with any obligation imposed upon Volvo or a Sub-Processor by applicable law and (b) to the extent and for the duration that such Personal Data is stored in Volvo's disaster recovery and/or back-up systems, in which case the Personal Data shall be deleted in accordance with Volvo's retention policy.

#### **8. Indemnification**

- 8.1. If and to the extent Volvo is held liable by a third party for unlawful Processing, and such liability has not arisen as a consequence of Volvo's failure to perform its obligations under these Processor Terms, Customer shall hold Volvo harmless. Volvo's non-performance of a Customer instruction subject to Section 1.2 shall not be construed as a failure by Volvo to perform its obligations under these Processor Terms.