



CONNECTED VEHICLE POLICY

a) Scope and Acceptance

By signing any contract referencing this Connected Vehicle Policy ("Contract") or by purchasing, leasing, or using ZO Motors USA LLC ("Seller") vehicles which are equipped with telematics devices ("Connected Vehicle(s)"), any Connected Vehicle customer, purchaser, lessee, operator, and/or client ("Purchaser") **agrees to the following Connected Vehicle Policy ("Policy")** set forth herein on behalf of itself, its business, vehicle drivers, and vehicle passengers. The use of telematics and other data is necessary for the proper and full operation of the Connected Vehicles. If Purchaser does not agree, Purchaser should not purchase, lease, drive, or use the Connected Vehicles. This Policy is effective as of the date the relevant Contract is signed (electronically or in writing) and will remain in effect for the life of the Connected Vehicles. The Policy forms an integral, non-severable part of any Contract.

Important Notice – Always On Telematics

In principle, all ZO Motors USA LLC road vehicles, including Connected Vehicles, are equipped with an "always on" telematics device. This device continuously collects and transmits vehicle data (as defined below) to Seller whenever the vehicle is in operation. This data collection is a standard requirement for the operation, support, and warranty of the Connected Vehicles and cannot be disabled or opted out of (subject only to applicable law). If Purchaser does not agree to these terms or does not wish to permit continuous telematics data collection, Purchaser should not purchase, lease, or operate the Connected Vehicles.

b) Definitions

For purposes of this Policy:

- **"Telematics Device"** means any factory-installed or aftermarket hardware and software in the Connected Vehicles that collects, records, or transmits vehicle data (including an Event Data Recorder, GPS unit, engine control module, or other sensors).
- **"Telematics Data" or "Vehicle Data"** means all data generated by or about the Connected Vehicle's use and operation via the Telematics Device. This includes, **but is not limited to**, GPS location coordinates, speed, acceleration and braking information, engine and drivetrain performance data, fuel usage, emissions data, RPM and gear information, odometer readings, tire pressure, battery charge, diagnostic trouble codes and maintenance alerts, safety event data (e.g. crash or airbag deployment data), environmental and road condition data, and driver behavior metrics (such as idle time, harsh braking or turning). It may also include identifiers like the Vehicle Identification Number (VIN), device serial numbers, and timestamps associated with the data. See "Data Collected by Telematics Systems" below for additional information.
- **"Third-Party Service Providers"** means contractors or partners authorized by Seller to facilitate the telematics services (for example, providers of in-vehicle sensors, wireless carriers, cloud storage platforms, analytics services, or software support).
- **"Fleet Operator"** refers to the Purchaser's own personnel or agents who manage or operate its fleet of ZO Motors USA LLC vehicles (e.g. fleet managers or administrators). In many cases the Purchaser and Fleet Operator will be the same entity, but this term also encompasses any external fleet management service the Customer uses.

c) Data Collected by Telematics Systems

The Connected Vehicles are equipped with telematics systems that automatically collect and record a broad range of vehicle data during operation. The types of data collected may include, **but are not limited to**:

- **Location Data:** GPS coordinates of the vehicle, route traveled, heading, and speed.
- **Operational Data:** Vehicle usage information such as power on/off status, speed, acceleration and deceleration rates, motor RPM, odometer readings, charge level and energy consumption, and tire pressure.
- **Diagnostic Data:** Maintenance and diagnostics information including motor and system status, diagnostic trouble codes, sensor readings, fluid levels, temperature readings, battery voltage, emissions performance, and any active fault alerts or service reminders.
- **Driver Behavior Data:** Metrics indicative of driver actions, such as instances of hard braking, rapid acceleration, sharp cornering, seatbelt status, idle time, cruise control usage, and other driving pattern information.

- **Safety/Event Data:** Event recorder information (for example, data from an event data recorder (EDR) during a collision or near-miss), which might capture vehicle speed, brake use, steering input, airbag deployment, and seatbelt status at the time of an incident.
- **Environmental Data:** External information that the vehicle sensors can detect, such as outside temperature, GPS-based altitude, and possibly road gradient or weather conditions if sensors are equipped.

This data is generated by use of the Connected Vehicle(s) and is transmitted from the Connected Vehicle's Telematics Device to Sellers' systems (or to those of Seller's service providers) via cellular or other communication networks. **No audio or video recordings of vehicle occupants are made by the standard Telematics Device under this Policy** (unless Purchaser has installed a separate camera system for such purpose subject to its own terms). However, please note that certain **personal information** (such as driver identification or behavior patterns) can be derived from the above data if linked to specific individuals. While Vehicle Identification Numbers (VINs) may be linked to an individual and therefore treated as personal information, as a general matter, Seller does not, and does not intend, to collect any information that will allow Seller to link the Telematics Data to a specific individual, and Purchaser agrees that it will not provide Seller with any information that will allow Seller to link the Telematics Data to any individual, and Purchaser agrees that it will inform any employees, drivers, contractors, and/or third parties it employs or utilizes not to provide Seller with any such information. Seller treats any such personal information in accordance with any Contract, this Policy, and applicable privacy laws.

d) Consent to Data Collection and Use

By entering into any Contract referencing this Policy and using the Connected Vehicles, Purchaser expressly consents to Seller's collection, transmission, and use of Telematics Data as described herein. Purchaser also represents and warrants that it has the legal authority to provide this consent on behalf of its business and any drivers of the Connected Vehicle(s). If the Connected Vehicle(s) is leased, Purchaser confirms that it is authorized to consent to data collection on behalf of the lessor or that the lessor has consented to these terms.

- **Driver Acknowledgment and Consent:** If the Connected Vehicles are operated by Purchaser's employees or other drivers, Purchaser agrees to **inform all drivers** that the vehicle is equipped with telematics tracking and that their usage and driving behavior will be monitored and recorded. In jurisdictions or situations where it is required, **Purchaser must obtain the express consent of each driver before they use the vehicle** (Telematics Consent Agreement). For example, if an employee or contractor will drive a Connected Vehicle, Purchaser should have that individual sign an acknowledgment or consent (or otherwise agree, such as through a login to a telematics app/portal) to the data collection and use as outlined in this Policy. If any driver does not agree to such data collection, Purchaser should not permit that individual to operate the Connected Vehicle(s). Purchaser is solely responsible for complying with any laws regarding employee or driver privacy and monitoring (including any requirement to notify or obtain consent from individuals for GPS tracking). **Seller relies on Purchaser to ensure that all drivers are properly informed and, where required, have consented.**
- **Compliance Notice – Employee and Driver Monitoring Laws:** Purchaser should be aware that certain U.S. states, including but not limited to California, New York, Connecticut, Delaware, and Washington, have specific laws and regulations regarding the electronic monitoring of employees and drivers through telematics or GPS tracking. These laws may require Purchaser to provide prior notice to, or obtain express consent from, its employees or other vehicle operators before monitoring location, driving behavior, or other telematics data. It is Purchaser's responsibility as the vehicle owner or employer to comply with all applicable federal, state, and local notice and consent requirements. This information is provided for informational purposes only and does not constitute legal advice. Purchaser should consult its own legal counsel to ensure compliance with all requirements in its jurisdiction.
- **Driver Objections:** If a driver of a Connected Vehicle (e.g. an employee of Purchaser) objects or does not consent to the data collection and Purchaser still requires them to drive the vehicle, it is Purchaser's responsibility as the employer to address that situation and to either obtain their written consent or prohibit them from driving the vehicle. Seller does not have a direct relationship with individual drivers (in a fleet context) to manage opt-outs. However, if an individual seeks to exercise a legal right to limit collection or use of their personal information derived from the Telematics Data, Purchaser shall contact Seller as in the manner set forth in any relevant Contract and Seller will work in good faith with affected parties to honor applicable data rights.

By continuing to operate or use a Connected Vehicle, Purchaser (and its drivers) acknowledge and consent to the ongoing collection and use of Telematics Data by Seller as described. Cancelling or discontinuing a telematics subscription or connected service (if any) will not stop Seller from **collecting and using Telematics Data** necessary for vehicle functionality, compliance, safety, warranty, analytics, or other business purposes described in this Policy or any Contract (subject to applicable law).

e) Uses of Collected Data by Seller

Seller values the insights provided by Telematics Data and utilizes the data for a variety of legitimate business purposes. **Seller may, but is under no obligation to, use the collected data in the following ways (and as otherwise described in this Agreement):**

- **Vehicle Functionality, Diagnostics, Claim Monitoring/Defense, and Servicing:** Seller may use the data to monitor the health and performance of the Connected Vehicles in order to provide Purchaser with proactive maintenance reminders, remote diagnostics, and troubleshooting assistance. Telematics Data allows Seller to identify issues remotely, schedule repairs or software updates (including over-the-air updates), and improve the efficiency of servicing. Seller also uses Vehicle Data for warranty monitoring – e.g. to determine if a repair is covered under warranty, to detect any vehicle misuse that could affect warranty eligibility, and to track component reliability for warranty claims analysis. In addition, Seller may use Vehicle Data to assist in the monitoring and defense of any claim, whether such claim relates to warranty,

product liability, or otherwise, that may be brought or made against Seller, its employees, affiliates, subsidiaries, suppliers, and/or dealers.

- **Product Improvement and Research & Development:** Collected data is critical for Seller's research and development and overall product improvement. Seller may analyze the real-world performance of its trucks and their components using the data, which helps to identify design enhancements or software improvements. All such analyses may include Telematics Data in an aggregated and/or anonymized form, and the results may be used internally or shared externally (see section f) for industry insights. This use may also be described as using data for quality control, testing, and continuous engineering improvements.
- **Fleet Management Support:** Through an online telematics platform that Seller may develop and offer to fleet owners, and subject to any separate terms and conditions that may be attached to such platform, Seller may provide analytics and reporting to Purchaser (as the Fleet Operator) to help Purchaser manage its vehicles and drivers. This could include generating insights such as route efficiency analysis, driver scorecards, and compliance reports (for example, for hours-of-service if applicable). Seller may use the data to offer Purchaser additional services – for example, integration with dispatch systems, or recommendations for optimal maintenance scheduling. These services, if provided, would be intended to streamline Purchaser's operations and reduce downtime using the insights from the data.
- **Safety and Security:** Seller may utilize location and sensor data to provide safety-related services or location assistance. Crash event data may be used in crash reconstruction analysis to improve Seller's vehicle safety systems and could be shared with authorities or first responders in an emergency (see section f on Data Sharing). Seller also may monitor certain safety metrics (like harsh braking events or seatbelt usage), and may offer this information to Purchaser as part of any online telematics platform that Seller may develop for Seller's customers. In addition, Seller may use telematics data to alert Purchaser of urgent safety recalls or critical issues (e.g. if a certain part is showing signs of imminent failure).
- **Disclaimer of Duty to Monitor or Notify:** While Seller may collect and analyze Telematics Data for safety and security purposes, including but not limited to monitoring certain vehicle metrics, providing location assistance, or issuing safety recall alerts, Seller does not assume, and expressly disclaims, any obligation or duty to monitor any vehicle in real-time or to notify Purchaser or any third party of every possible safety issue, event, or hazardous condition. The provision of telematics data, safety alerts, or other notifications does not relieve Purchaser, as vehicle operator or fleet manager, of its independent responsibility to monitor its vehicles (including the Connected Vehicles), comply with all applicable safety checks and maintenance requirements, and take any appropriate action to protect persons and property. Seller will not be liable for any damages or losses resulting from Purchaser's failure to act on information provided, or from any delay, omission, or failure of a telematics alert to the fullest extent permitted by law. Purchaser agrees that it shall not rely solely on telematics data or alerts for critical safety decisions.
- **Compliance and Regulatory Purposes:** Seller may use, retain and report or share data as needed to comply with applicable laws and regulations, including without limitation for data logging and reporting required by applicable incentive programs, including, but not limited to, the New York Truck Voucher Incentive Program. For instance, emissions-related data may be collected to ensure compliance with environmental regulations or to report required information to regulatory agencies. Seller may use location and usage data to comply with legal orders or to assist law enforcement in accordance with section f below. Also, if the law requires Seller to obtain certain data (for example, for an investigation of an accident by the NHTSA or another authority), Seller will use the data accordingly. Any sharing for regulatory or legal purposes will be done in compliance with privacy laws and other applicable statutes.
- **Aggregated Analytics and New Services:** Seller may combine data from the Connected Vehicles with data from other sources (e.g., other customers' vehicles) to create aggregated, anonymized statistical data. For example, Seller might analyze aggregated performance data across thousands of trucks to determine failure rates or aggregated driver behavior data to develop a safety benchmark. This aggregated data does not identify Purchaser or any individual, and Seller may use it for any purpose, including internal analytics, developing new products or services, publishing industry reports, or sharing insights with partners. By its nature, anonymized aggregate data will not be subject to personal data privacy restrictions since it cannot reasonably be linked back to any individual or specific vehicle.
- **Other Business Purposes:** To the extent permitted by law, Seller may also use the data for other business operations, such as customer support, account management, training of its personnel, preventing fraud or misuse of Seller vehicles or services, and ensuring the security of Seller's products (for example, detecting if a telematics device is tampered with). Seller's use of the data is not aimed at monitoring the personal movements of any individual for non-business purposes, but rather at supporting vehicle and fleet functionality and improving Seller's products and services. Seller does not use the granular vehicle data to make decisions about an individual driver's employment.

f) Data Access and Sharing

Seller is committed to handling Telematics Data responsibly. Access to Telematics Data may be granted, without limitation, to the following:

- **ZO Motors USA LLC and Affiliates:** Authorized Seller personnel and Seller affiliated companies will have access to the data as needed to perform the uses outlined above. This includes Seller's engineering teams, customer support teams, and R&D departments that analyze data, as well as Seller dealerships or authorized service centers if they are involved in servicing the Connected Vehicle(s). All such access is on a need-to-know basis. Seller will abide by applicable privacy and security laws in accessing and using the data and will treat any personal elements of the data as confidential.
- **Third-Party Service Providers:** Seller may share and transmit Telematics Data to third-party service providers and partners as described herein that help it gather and process the Telematics Data. For example, Seller uses third party telecommunications providers to enable data connectivity from the Connected Vehicles to Seller's servers; Seller may

utilize a third party software and cloud computing developer/provider to store data and perform analytics; Seller might use an outside company to provide mapping services or an analytics dashboard Seller only shares data with these providers to the extent necessary for them to perform their services on Seller's behalf. Those providers that Seller has utilized are contractually obligated to protect the data Seller shares with them and to use it only for the purposes of providing services to Seller and/or Purchaser. They are not permitted to use Purchaser's identifiable data for their own unrelated purposes, and they must implement appropriate data security measures. Examples of such third parties include (but are not limited to): the manufacturer of the telematics hardware, cloud infrastructure hosts, data analytics software vendors, GPS mapping service providers, or a partner providing specialized fleet analytics or compliance tools integrated with Seller's systems.

- **Affiliates, Dealers, and Partners:** Seller may also share Telematics Data with its corporate affiliates, parent or subsidiary companies, authorized dealerships, or business partners who are involved in servicing Purchaser's account or the Connected Vehicle(s). For instance, if the Connected Vehicle(s) needs repair, an authorized ZO Motors USA LLC dealer's service department might access diagnostic data to assist with the fix. Any such partners will be bound to protect the data and use it only for the agreed-upon purposes. Seller may also share anonymized, aggregated data (which contains no personal or vehicle identifiers) with industry partners or research organizations for purposes such as traffic research, safety studies, or product development – this type of sharing is not restricted since it does not identify Purchaser, its drivers, or its employees.
- **Legal and Regulatory Disclosure:** Seller may disclose data to third parties as required by law or if it believes in good faith that such access, use, preservation, or disclosure is reasonably necessary to: (a) comply with any applicable law, regulation, legal process, or enforceable governmental request (such as a court order, subpoena, or regulatory demand); (b) enforce this Policy and/or any relevant Contract, investigate potential violations thereof, or protect the rights, property or safety of Seller, its customers, or the public as required or permitted by law. For example, if law enforcement provides the necessary legal authorization (warrant or court order), Seller may share location or event data to assist in an investigation. Or, Seller may provide crash data to the National Highway Traffic Safety Administration (NHTSA) or other regulatory bodies if required for safety analysis. Additionally, in line with the Driver Privacy Act of 2015, data from an Event Data Recorder (EDR) specifically will not be retrieved or used by Seller for anyone else's use without the consent of the owner/lessee, except as permitted by law (such as by court order, for emergency response, or for aggregated safety analysis as allowed by that law).
- **Business Transfers:** If Seller undergoes a business transaction such as a merger, acquisition, corporate reorganization, or sale of assets, Telematics Data may be transferred to the successor or acquiring entity as part of the transaction. In such cases, Seller will use its best efforts to ensure any successor entity maintains similar or stronger protections for the Telematics Data.
- **Fleet Transfer:** If Purchaser sells or transfers the Connected Vehicle(s) to a new owner (for example, Purchaser retires a truck from its fleet and sells it) it is Purchaser's responsibility to notify the new buyer that
 - The Connected Vehicle(s) is equipped with an "always on" telematics device,
 - Telematics data collection and transmission will continue automatically as long as the Connected Vehicle(s) is operated, regardless of whether any subscription or service is purchased,
 - Continued operation of the Connected Vehicle(s) is subject to ongoing data collection by Seller as described in this Policy,
 - If the new owners wishes to receive telematics-related services (if any are offered by Seller), data access, or support (to the extent such services are offered to the Seller), Purchaser shall inform the new owners that they should contact Seller to arrange such services under a new agreement.

If Purchaser fails to notify the new owner, and the new owner continues to drive the Connected Vehicle(s) without knowledge of the ongoing collection of Telematics Data, Purchaser agree to indemnify Seller for any claims arising from that situation (see section n). Seller is not liable for any Telematics Data that the new owner may be able to access because Purchaser did not inform them or did not terminate access.

Seller does not sell any individually identifiable Telematics Data to unaffiliated third parties for its own marketing or independent use without Purchaser's consent. Data sharing is limited to the categories above. Seller does not monetize personal or vehicle-specific data by selling it to data brokers or advertisers. If in the future Seller were to consider selling or licensing Telematics Data (for example, as part of a data product), Seller would only do so in an anonymized or aggregated form, or with express consent, in compliance with applicable federal and state laws.

g) Data Ownership, Licenses, and Use Rights

Purchaser agrees and acknowledges that Seller, to the fullest extent allowed by applicable law, to the exclusion of Purchaser and any other party, retains ownership over the Telematics Data relating to the Connected Vehicles, with the right to exercise any and all lawful rights of ownership over such Telematics Data. Any license that Seller may offer to Purchaser for the use and access of the Telematics Data shall be as determined by the terms and conditions of any telematics service that Seller may offer for that purpose.

To the extent that by operation of law or otherwise, whether occurring now or at some future time, Seller fails to retain or loses legal ownership, in whole or in part, over the Connected Vehicles' Telematics Data, Purchaser agrees, by signing any relevant Contract and using the Connected Vehicles, to grant Seller a broad license to use the Telematics Data over which Seller has lost ownership, as well as other data as outlined in this Agreement. Specifically, Purchaser hereby grants to Seller and its affiliates a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable license to collect, process, aggregate, anonymize, host, copy, transmit, and use the Telematics Data for the purposes described in this Policy and/or any relevant Contract (such as providing services to Purchaser, improving Seller's products, analytics, compliance, etc.). This license includes the right for Seller to share the data with third-party service providers and partners as detailed in section f, and to create derivative works from the data (e.g., aggregated reports or analytics). Seller may continue to use Telematics Data in accordance with this license even if Purchaser terminates any telematics service or a relevant Contract, provided that such use remains in compliance with applicable law and with section i (Data Retention).

If Purchaser shares Telematics Data with a third party not controlled by Seller, that data is no longer covered by this Policy and Seller is not responsible for how that third party uses or protects the data.

h) Data Security Measures

Because no security measure is 100% infallible, Seller cannot guarantee absolute security of the Telematics Data against all possible threats. In the unlikely event of a data breach or security incident affecting Purchaser's Telematics Data, Seller will promptly investigate and notify Purchaser and/or affected individuals as required by law (for example, Purchaser will comply with state data breach notification statutes, to the extent they are applicable to Telematics Data). Purchaser shall also take any necessary steps to contain and remediate any such incident.

Purchaser shall inform its drivers not to tamper with or attempt to disable the Telematics Device. If Purchaser suspects any unauthorized access to the Telematics Data or Telematics Device, Purchaser shall immediately notify Seller.

i) Data Retention and Deletion

Seller will retain Telematics Data for as long as it is needed to fulfill the purposes described in any relevant Contract, Policy, and/or as required by law or company policy.

Due to the nature of connected vehicles, some data may continue to reside on the Connected Vehicles even after Seller has marked the transfer of ownership in its systems (for example, an event recorder in a truck might still have the last set of data recorded locally). In the event Purchaser transfers ownership of a Connected Vehicle to a new owner and wishes to ensure that the new owner does not have access to any data remaining on the vehicle that was generated during Purchaser's term of ownership, it might require physical intervention (like device reset) – please consult Seller's service if needed. Additionally, if Purchaser has shared data with third parties (for example, like any third party telematics aggregator), Seller cannot erase data from those third parties' systems.

Deletion or Return Upon Request: To the extent any Telematics Data constitutes personal data, if Purchaser (or an individual, via Purchaser) exercises a right under a privacy law to have personal data erased, Seller will handle that in accordance with section j.

j) Purchaser's Privacy Choices and Legal Rights

While this Policy deals with data collection and usage in a business context and is not expected to implicate any personal data laws, it may be argued that certain data that may be extrapolated from the Telematics Data (like driver behavior or location) could be considered personal data under certain laws, particularly as it relates to individual drivers. Without admission as to whether or not Telematics Data constitutes personal data, Seller affirms that it is committed to compliance with applicable U.S. privacy laws and to facilitating legal rights and choices regarding data. Seller addresses key privacy rights as follows:

- **Access and Portability:** Purchaser (or its authorized drivers, through Purchaser) has the right to request access to Telematics Data that can be considered personal data that Seller has collected about the Connected Vehicles. Seller will provide the requested data in a readable format, and, if required by law, in a portable format that Purchaser could transfer to another service. Certain data that is proprietary or cannot be isolated (e.g. if it contains other customers' anonymized data) might not be included.
- **Deletion:** Seller will comply with its legal obligations, to the extent applicable, to delete Telematics Data. As described in section (i), under certain circumstances Purchaser may request deletion of Telematics Data. If an individual driver (such as a California resident) has a legal right to deletion of personal data that is contained in the Telematics Data, Seller will work with Purchaser to honor that right. For example, if a driver leaves Purchaser's company and asks to have their personal information removed, Purchaser can request Seller to delete any data that was linked specifically to that individual (if any). Seller will, however, retain data that does not identify the individual or that Seller is required to keep. Also, note that deleting certain data might limit Seller's ability to investigate past issues.
- **Opt-Out of "Sale" or Sharing of Personal Data:** Some privacy laws (like the California Consumer Privacy Act "CCPA" and other state privacy laws) give individuals the right to opt out of the sale of their personal information. Seller does not sell personal data to third parties in the traditional sense (as noted, Seller does not exchange data for money with data brokers or marketers). To the extent Seller's sharing of data for business

purposes qualifies as a “sale” under a broad definition (for instance, if a law considered providing data to a partner in exchange for some service a sale), Seller will comply with opt-out requests, to the extent (a) required by applicable law and (b) that any Telematics Data constitutes personal information. Practically, because Seller’s data sharing is limited and either anonymized or necessary for service, this is not expected as a concern. Regardless, if Purchaser or one of its drivers (through the Purchaser) requests an opt-out of sale/sharing of personal data under applicable law, Seller will refrain from sharing that individual’s data with third parties for any purpose other than as allowed for service provision or legal compliance. Seller also will not use any personal aspect of the data for targeted marketing to that individual without consent.

- **California “Shine the Light”:** Seller does not disclose personal data of drivers to third parties for those third parties’ direct marketing, so this is not applicable. If that policy changes, Seller will update this Policy and/or its Privacy Policy accordingly.
- **Other State Law Rights:** Various states may have additional rights (for example, the right to opt-out of profiling or certain automated decisions, the right to limit use of sensitive personal data, etc.). Because Telematics Data use is largely confined to vehicle operations, these rights may not be directly implicated, but Seller will honor any applicable state-specific rights to the extent they apply. For example, if a driver from Virginia or Colorado has rights under those states’ privacy laws regarding their personal data, Seller will cooperate in good faith to respect those rights.
- **No Disabling or Withdrawal of Telematics Data Collection:** The installation of and continued operation of the Telematics Device in the Connected Vehicle(s) is a condition of ownership and/or use of a ZO Motors USA LLC vehicle. In principle, and to the extent allowable by applicable law, Seller shall not offer the disablement of the Telematics Device or the cessation of Telematics Data collection as options to the Purchaser. If Purchaser in any way interferes with or disables the Telematics Device or interferes with the transfer of Telematics Data to Seller, Purchaser agrees to compensate Seller for the cost of any repair actions, including, but not limited to, any cost associated with the replacement and/or installation of a replacement Telematics Device, including any labor costs, as well as any damages Seller may have accrued from not being able to access the Connected Vehicle(s)’s Telematics Data. If Purchaser declines to provide Seller with access to the Connected Vehicle(s) to repair or replace any damaged or defective Telematics Device, regardless of whether or not Purchaser was responsible for the damage to such device, Purchaser agrees that any warranty that Seller may provide on the relevant vehicle shall be null and void, and, furthermore, Purchaser shall not be entitled to participate in any offers or incentives that Seller may offer at its discretion in the future to vehicle owners, such as, without limitation, extended warranty offers, extended service options, parts discounts, rebates on new vehicles, etc.

k) Compliance with Laws and Regulations

Seller is committed to complying with all applicable U.S. and Canadian federal, state and provincial laws and regulations concerning the privacy, security, and use of vehicle data and personal information. Without limiting the generality of the foregoing, both Seller and Purchaser agree to adhere to the following (as applicable):

- **Federal Laws & Guidance:** Seller will follow laws such as the **Driver Privacy Act of 2015**, which as noted establishes that the owner/lessee of a vehicle owns the EDR data and limits disclosure of that data without consent. Under the DPA 2015, EDR data is limited to specific vehicle crash or crash-like event information, such as that captured immediately before, during, or after a collision; it does not include other general telematics or vehicle operational data. Seller will only retrieve or provide EDR crash data in compliance with that Act (e.g., with owner consent, or pursuant to a court order or NHTSA requirement, etc.). Seller also abides by Federal Trade Commission (FTC) regulations and guidance regarding fair and transparent privacy practices, ensuring that Seller’s use of data is not unfair or deceptive. If Seller’s telematics services include any telecommunications components, Seller complies with FCC rules as needed. For vehicles engaged in interstate commerce (like trucks subject to Department of Transportation regulations), Seller will handle data in accordance with Federal Motor Carrier Safety Administration (FMCSA) rules (for example, if the data is used in an electronic logging device (ELD) context for hours-of-service, Seller will comply with those specific data retention and access rules).
- **State Privacy Laws:** Seller will comply with state privacy laws such as the California Consumer Privacy Act (CCPA) and its amendments (CPRA), as well as similar laws in states like Colorado, Virginia, Connecticut, and Utah to the extent they apply to the data Seller collects. Although relevant Contracts deal with business vehicle data (which might not always be considered “consumer” data), Seller treats any personal information about individuals (like drivers) in accordance with applicable state privacy rights. This includes providing notice of Seller’s data practices, honoring opt-out requests and facilitating access/deletion rights as described in section (j). For example, if a California resident’s personal information is included in the Telematics Data, Seller shall handle it per CCPA requirements, such as providing that individual (through Purchaser or directly if appropriate) with access and deletion rights and not discriminating for exercising those rights.
- **Employee Monitoring and Location Tracking Laws:** Purchaser as an employer/vehicle owner is responsible for complying with any laws that regulate electronic monitoring of employees or individuals via vehicle tracking. Some states require giving notice to employees when monitoring their location or driving behavior via GPS or telematics. By agreeing to this Agreement, Purchaser confirms that it will comply with such requirements (for instance, obtaining consent or providing written notice to employees where mandated). Seller will assist Purchaser by providing information about the

data collected so that Purchaser can make proper disclosures. If a jurisdiction prohibits certain uses of tracking data (except in emergencies or with consent), Purchaser should not use Seller's telematics services in violation of such law. Seller disclaims responsibility for Purchaser's misuse of the data in violation of employee privacy laws.

- **Data Security Laws:** Seller adheres to state data security laws (such as California's requirement for reasonable security in connected devices and any general duty under laws like New York's SHIELD Act or others to safeguard personal information). Seller has implemented the security measures in section (h) to meet or exceed these requirements. Both parties agree to maintain the confidentiality and security of any personal data accessed.
- **Telematics/Connected Vehicle Laws:** As connected vehicle privacy is an evolving area, Seller monitors and will comply with any new laws specifically addressing vehicle data. For example, if any state enacts a law granting vehicle owners specific rights to their vehicle's telematics or requiring explicit disclosures at vehicle purchase, Seller will ensure those are followed (and this Policy will be updated or supplemented as needed). Seller also follows self-regulatory principles where applicable, such as the Automotive Industry's Consumer Privacy Protection Principles for Vehicle Technologies, to the extent they align with Seller's practices.
- **Environmental and Safety Regulations:** If Purchaser's fleet participates in regulated programs (like California's CARB emissions programs or federal greenhouse gas tracking for trucks), Seller may have obligations to collect and report certain data (like emissions or mileage data). Seller will do so in compliance with those regulations and use the data only as allowed by applicable law and by the terms stipulated in any Contract. Any required disclosures (to agencies, etc.) will be considered authorized by Purchaser by virtue of this Policy, since they are legal mandates. Seller will inform Purchaser of any such reporting when relevant.
- **Other Laws:** Each party will comply with all other applicable laws in the use of the Telematics Data. If a conflict between this Policy and a legal requirement arises, that legal requirement will take precedence, and the Contract should be interpreted in a manner consistent with compliance.

I) Changes to Terms

Updates to this Agreement: Seller may update or modify this Policy from time to time as Seller's technology or legal requirements evolve. If Seller makes material changes, Seller will provide Purchaser with reasonable notice and an opportunity to review the revised terms. Notification may occur through various methods, such as emailing a notice to the contact on file for Purchaser, posting an alert on Purchaser's fleet portal (if any), or providing notice in the next software update or maintenance communication. The updated Policy will also be made available on Seller's website.

Unless a later effective date is specified, changes will become effective 30 days after Seller provides notice (or sooner if required by law or to address urgent legal/safety needs). If Purchaser does not agree to the updated terms, Purchaser should discontinue use of the Connected Vehicles. Continued use of the Connected Vehicles after the effective date will constitute acceptance of the updated Policy.

For minor updates that do not materially reduce Purchaser rights or increase its obligations (such as clarifications or improvements in wording), Seller may update the Policy by posting the new version and indicating the last updated date, without a formal notice period. Purchaser is encouraged to periodically check the latest version of this Policy.

m) Limitation of Liability

No Liability for Indirect Damages: TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO ANY CONTRACT, THIS POLICY, AND/OR THE USE OF TELEMATICS DATA OR SERVICES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS INCLUDES, FOR EXAMPLE, ANY LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL, OR INTERRUPTION OF BUSINESS, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. IT ALSO INCLUDES DAMAGES FOR LOSS OR CORRUPTION OF DATA (EXCEPT TO THE EXTENT SELLER IS REQUIRED BY LAW TO COMPENSATE FOR PERSONAL DATA BREACHES), OR FOR CLAIMS BY THIRD PARTIES (EXCEPT AS STATED IN INDEMNIFICATION BELOW). ADDITIONALLY, SELLER WILL NOT BE LIABLE FOR ANY RELIANCE ON, OR FAILURE TO RECEIVE OR ACT UPON, TELEMATICS DATA, SAFETY NOTIFICATIONS, OR SIMILAR INFORMATION, EXCEPT AS EXPRESSLY REQUIRED BY LAW.

LIMIT ON DIRECT DAMAGES: TO THE EXTENT PERMITTED BY LAW, SELLER'S TOTAL CUMULATIVE LIABILITY FOR ANY DIRECT DAMAGES ARISING FROM OR RELATED TO ANY CONTRACT OR THIS POLICY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED A NOMINAL AMOUNT (\$1000, OR IN THE EVENT THERE IS ANY APPLICABLE LAW, THE MINIMUM AMOUNT THAT MAY BE SPECIFIED IN SUCH APPLICABLE LAW). THIS LIMITATION DOES NOT APPLY TO LIABILITY FOR DEATH OR BODILY INJURY CAUSED BY SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR ANY OTHER LIABILITY THAT CANNOT BE LAWFULLY EXCLUDED OR LIMITED.

Applicability: Some jurisdictions do not allow certain liability limitations. This Policy does not limit liability beyond what is legally permitted. If any exclusion of damages or limitation of liability is deemed invalid or unenforceable, the parties agree that the liability will be limited to the maximum extent permitted by law.

n) Indemnification

Purchaser agrees to indemnify, defend, and hold harmless Seller and its affiliates, officers, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with: (a) Purchaser's breach of any Contract or violation of any law or regulation in Purchaser's use of the Telematics Data or services; (b) any claims by Purchaser's employees, drivers, or third parties arising from Purchaser's collection, use, or disclosure of Telematics Data (for example, a claim by a driver that Purchaser violated their privacy rights, or a claim by a third party injured in an accident alleging the data should have been used differently); (c) Seller's compliance with instructions Purchaser conveyed regarding data (for instance, if Purchaser directs Seller to send data to a third party and that results in a claim); or (d) any other misuse of the telematics system by Purchaser or its agents.

This indemnification obligation will include paying for Seller's court costs and legal fees to defend against such claims, as well as any settlements or judgments incurred. Seller will give Purchaser prompt notice of any claim and cooperate in the defense (at Purchaser expense). Purchaser will have control of the defense and settlement, provided that it shall not settle any claim without Seller's prior written consent if the settlement imposes any liability or admission on Seller. Seller reserves the right to participate with counsel of its choice at its own expense.

Release version: 09.2025.01