

# RESELLER TERMS AND CONDITIONS

## APPOINTED SUB-RESELLER GENERAL TERMS AND CONDITIONS

### 1 – Definitions

In these Appointed Sub-Reseller General Terms and Conditions and the Product and Service Schedules, unless explicitly stated otherwise, the following words and expressions have the meaning as set out below:

**“Affiliates”** means with respect to any Party, any other entity controlling, controlled by or under common control with such Party. The terms “control”, “controlling” and “controlled”, as used in this definition, shall mean the legal, beneficial or equitable ownership, directly or indirectly, of more than 50% of the issued share capital or more than 50% of the voting rights, or the power, directly or indirectly, to appoint a member of the board of directors or similar governing body of such entity;

**“Asset”** means an asset other than a Vehicle (e.g., trailer, electric charger) to be monitored by the WEBFLEET Service;

**“Appointed Sub-Reseller”** means **NASSER BIN ABDULLATIF ALSERKAL EST.**, a sole establishment, incorporated under the laws of Dubai, UAE, under registration number 7849, and with its registered office at P.O. Box 1219, Dubai, UAE;

**“Appointed Sub-Reseller General Terms and Conditions”** means these general terms and conditions that apply to the WEBFLEET Service, Product purchase and Product rental, as applicable;

**“Bridgestone Company”** means Bridgestone Middle East & Africa FZE, a free zone establishment organised and existing under the laws of the United Arab Emirates and the authorised reseller in the Territory of the Products and the WEBFLEET Services, registered under company number 2420 and with its registered office at P.O. Box 16813 ,17<sup>th</sup> Floor, JAFZA One, Tower B, Jebel Ali, Dubai, UAE (also referred to as **“BSMEA”**), or Bridgestone Mobility Solutions B.V., a private company with limited liability, incorporated under the laws of the Netherlands, with its registered seat at Beethovenstraat 503, 1083 HK Amsterdam, the Netherlands (also referred to as **“BMS”**);

**“Customer”** means the customer stated in the Order Form;

**“Customer Contract”** means collectively the agreement between the Appointed Sub-Reseller and the Customer for the provision of the WEBFLEET Service and/or Products, consisting of the Order Form and any attachments thereto, including these Appointed Sub-Reseller General Terms and Conditions, and to the extent selected on the Order Form, Product and/or Service Schedule(s);

**“Confidential Information”** means (I) all information and documentation that is considered confidential or proprietary at the time of disclosure, and (II) all information and documentation that falls within any of the following categories: information regarding customers, distributors, retailers, agents or Users; financial information (except as may have been publicly disclosed pursuant to regulatory requirements);

Product pricing information; Product specifications and designs; and manufacturing processes, and all other information disclosed by either Party, which could be reasonably considered confidential to the extent such Party treats such information as confidential or proprietary;

**“Effective Date”** means the date stated in the Order Form;

**“Fleet”** means the number of Vehicles to be managed via the WEBFLEET Service;

**“Force Majeure”** means any cause beyond the reasonable control of the Party affected, which affects the performance of the Customer Contract, including but not limited to prolonged break-down of transport, telecommunication or electric current, Mobile Communication Services, late and/or stagnation of deliveries by the Appointed Sub-Reseller’s suppliers, incomplete deliveries by the Appointed Sub-Reseller’s suppliers, failure to obtain all Products and/or (third party) services required for the proper fulfilment of the Customer Contract by the Appointed Sub-Reseller caused by circumstances that cannot in fairness be attributed to the Appointed Sub-Reseller;

**“Mobile Application”** means BMS’ software application, accessible through a User’s device, which may allow obtaining and transmitting Telematics Data and for sending and receiving such data between such User’s device and the WEBFLEET Telematics Service Platform via Mobile Communication Services. A Mobile Application may be used in combination with the Product, where applicable.

**“Minimum Customer Contract Period”** means the number of months specified in the Order Form commencing on the date stated therein;

**“Intellectual Property Rights”** means all inventions, patents, registered designs, design rights, data base rights, copyrights, know-how, trademarks (including the Trademarks), trade secrets and any other intellectual property rights, and the applications for any of the same and any rights or forms of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world;

**“Order”** means an order placed by the Customer regarding the type and amount of the Products to be delivered to the Customer including the requested estimated delivery date and/or *subscriptions to the WEBFLEET Service* to be taken by the Customer, in accordance with the Customer Contract;

**“Order Form”** means the order form pursuant to which the Appointed Sub-Reseller will supply and the Customer will purchase or rent the Products and/or subscribe to take the WEBFLEET Service and/or use a Mobile Application in accordance with the terms of the Customer Contract;

**“Party/Parties”** means either the Appointed Sub-Reseller or the Customer or jointly;

**“Product”** means a device, as referred to on the Order Form item list, *either purchased or rented by the Customer*, that can be used for obtaining Telematics Data and for sending and receiving such data and other messages via Mobile Communication Services (either automatically according to a set procedure or by manual information retrieval);

**“Product- or Service Schedules”** means the schedules containing product or service specific terms as indicated on the Order Form to apply together with these Appointed Sub-Reseller General Terms and Conditions;

**“Telematics Data”** means the data retrieved or captured by the Product and/or User’s device, such as, for example, the geographical position of the Fleet, trip information, driving behaviour, working time, driver’s performance, data retrieved from electric vehicle chargers and, where applicable, any other data, messages and video footage displayed on the WEBFLEET Telematics Service Platform;

**“Territory”** means the territory specified in the Order Form;

**“Trademarks”** means BMS’ names, trademarks and logos (whether registered or applied for) and any other names, trademarks, logos, designs and symbols designated to be used on or in relation to the Products, Mobile Applications or services provided to Customer;

**“User”** means a person authorized by the Customer to access and use the WEBFLEET Service and/or a Mobile Application;

**“User’s device”** means mobile phone, tablet or other portable device with similar functionalities;

**“Vehicle”** means the single vehicle or single Asset to be managed via the WEBFLEET Service, as requested by the Customer in accordance with the Customer Contract;

**"WEBFLEET Service"** means the online service, as available via the WEBFLEET Website, designed to enable the Customer to monitor and control the *Fleet, to the extent that such Fleet is located in the Territory*, by displaying and facilitating the transmission of Telematics Data between the WEBFLEET Telematics Service Platform and the Product and/ or between the WEBFLEET Telematics Service Platform and User's device by means of a Mobile Application;

**"WEBFLEET Telematics Service Platform"** means the IT systems that run the WEBFLEET Service;

**"WEBFLEET Website"** means the website [www.webfleet.com](http://www.webfleet.com).

## 2 – Applicability and Scope

2.1 These Appointed Sub-Reseller General Terms and Conditions, including to the extent indicated on the Order Form, the relevant Product- and/or Service Schedule(s), shall apply to and are expressly incorporated into the Customer Contract and all subsequent agreements entered into between the Appointed Sub-Reseller and the Customer in connection with the WEBFLEET Service and/or Products. It is expressly agreed that the general terms and conditions, or any other terms, of the Customer do not apply.

2.2 All quotations submitted by the Appointed Sub-Reseller shall be non-binding on its part, unless explicitly stipulated otherwise in writing by the Appointed Sub-Reseller. A Customer Contract shall be concluded and binding for the Parties thereto, if and when the Appointed Sub-Reseller confirms in writing the Order placed by the Customer or the Appointed Sub-Reseller performs such Order, whichever occurs first.

## 3 - Term and Termination

3.1 The term for the subscription to the WEBFLEET Service, Mobile Application, and for, where applicable, the purchase or rental of Products, commences on the Effective Date stated in the Order Form and shall expire after the minimum period specified in the Customer Contract and/or the Order Form ("**Minimum Customer Contract Period**"). Following the Minimum Customer Contract Period, the Customer Contract shall automatically renew for consecutive additional periods of one (1) year each, unless either Party gives the other Party written notice of its intention not to renew at least three (3) months prior to the date on which the Customer Contract would otherwise renew.

Partial terminations and partial suspensions are allowed subject to the following conditions:

- The Customer shall not be entitled to request both a partial termination and a partial suspension during the same calendar year.
- Fleet shall be calculated on the 1st of January of every calendar year.
- For Fleets between 1 and 10 Vehicles, the WEBFLEET Service may be partially terminated with respect to a maximum of 1 Vehicle per calendar year or partially suspended with respect to a maximum of 2 Vehicles per calendar year.
- For Fleets exceeding 10 Vehicles, the WEBFLEET Service may be partially terminated with respect to a maximum of 10% of the Vehicles or partially suspended with respect to a maximum of 20% of the Vehicles belonging to the Fleet per calendar year, with a maximum of 50 Vehicles per calendar year. If calculating 10% or 20% results in a decimal number, it shall be rounded off to the lower number of Vehicles.
- The percentages and the cap of 50 Vehicles as stipulated above shall be calculated per Fleet.
- The suspension period shall apply and be calculated in full calendar months only and shall not exceed the term of 3 months in aggregate per Vehicle per calendar year.
- Prior written notice of five (5) business days shall be sent to the Appointed Sub-Reseller and partial termination or suspension will be effective on the following month.
- Only Customers that have used the WEBFLEET Service for a minimum term of 1 year are eligible.
- The Customer shall not be in default of its payment obligations under any and all of the Customer Contracts. • The Appointed Sub-Reseller shall be entitled to charge the Customer for installation costs related to the Vehicles regarding which the WEBFLEET Service has been terminated, in accordance with this clause.

3.2 Either Party may, without prejudice to any of its other rights arising hereunder, upon giving written notice, terminate the Customer Contract with immediate effect, if: (I) the other Party fails to observe or perform any material term or condition hereof, including in any event non- or late payment, and such default or breach (if capable of remedy) is not remedied within twenty (20) calendar days after notice in writing, specifying the breach and requiring the same to be remedied, has been given; or (II) any of the following events occur: (a) the presentation of a petition for winding up of the other Party; (b) the other Party is the subject of an order or an effective resolution is passed for winding up the other Party; (c) the application for an order or application for the appointment of a receiver (including an administrative receiver), administrator, trustee or similar officer in respect of the other Party; (d) if a receiver, administrative receiver, administrator or similar officer is appointed over all or any part of the assets or undertaking of the other Party; (e) the other Party making a composition or arrangement with its creditors generally or an assignment for the benefit of its creditors or other similar arrangement; (f) the other Party goes into liquidation; (g) the other Party becoming unable to pay its debts or otherwise becoming insolvent; or (h) the other Party ceasing, or threatening to cease, to carry on business.

3.3 Upon: (I) the Customer's actual or intended petition for insolvency; or (II) the institution of bankruptcy proceedings; or (III) the appointment of a receiver or administrative receiver in respect of the Customer; or (IV) the petition or award of a suspension of payments order; or (V) the Customer offering its creditors a private repayment arrangement or should its assets be attached; or (VI) the Customer becoming unable to pay its debts or otherwise becoming insolvent; (VII) a default by the Customer under any agreement with the Appointed Sub-Reseller, then the Customer's debts to the Appointed Sub-Reseller shall become immediately due and payable. Subsequent to any such events, the Appointed Sub-Reseller shall be entitled to suspend performance of the Customer Contract until such time that the Customer has fulfilled all of its obligations under the Customer Contract.

3.4 All clauses which are either expressly or by implication intended to survive termination shall continue to apply after termination of this Customer Contract. Only Orders placed and accepted by the Appointed Sub-Reseller prior to the termination date shall be fulfilled by the Appointed Sub-Reseller.

## 4 – Prices, Payment and Default

4.1 All prices quoted by the Appointed Sub-Reseller are in USD (unless stated otherwise), exclusive of VAT, any other taxes and incidental costs and expenses.

4.2 Payment of the WEBFLEET Service subscription fees, the rental rates for Products quoted by the Appointed Sub-Reseller and the prices quoted by the Appointed Sub-Reseller for the purchase of the Products shall be made in USD monthly in advance within 10 days net from invoice date (unless agreed otherwise). The Appointed Sub-Reseller shall collect all payments via credit card/ACH Debit and the Customer hereby authorizes the Appointed Sub-Reseller to collect the payments due from the Customer's credit card as submitted through the Appointed Sub-Reseller's webpage or using ACH Debit as authorized by the ACH recurring payment authorization form attached to the Customer Contract. If another payment method is agreed the fees can be subject to a 10% increase.

4.3 The fees and rates may be adjusted by the Appointed Sub-Reseller once per calendar year, provided that the Appointed Sub-Reseller has given the Customer at least two (2) months prior notice.

4.4 If payment is not made on time:

(I) the Customer shall be in breach of the Customer Contract, without any notice of default being required and all of the Appointed Sub-Resellers' claims against the Customer shall become immediately due and payable;

(II) the Customer shall be obliged to pay the statutory interest rate for commercial debts on the outstanding amount and all judicial and extra-judicial costs incurred by the Appointed Sub-Reseller relating to the recovery and collection of any overdue amount;

(III) the Appointed Sub-Reseller reserves the right to suspend the Customer's access to and use of the WEBFLEET Service until all outstanding amounts (including interest and costs) are settled; and

(IV) the costs of suspending and reactivating shall be borne by the Customer.

4.5 the Appointed Sub-Reseller may impose credit limits on the Customer's account or require the Customer to provide a sufficient security deposit. If the Customer exceeds the credit limit or fails to provide the required security deposit, the Appointed Sub-Reseller may terminate this Customer Contract with immediate effect and retain any such funds necessary to cover unpaid invoices by the Customer concerning the rates for Products and WEBFLEET Service subscription fees and/or costs related to the failure of the Customer to return the rental Products to the Appointed Sub-Reseller, as applicable.

4.6 All payments due to the Appointed Sub-Reseller by the Customer must be made without set-off, discount and/or suspension of any type whatsoever.

## **5 – Force Majeure**

5.1 Except for payment obligations, if a Party is prevented or delayed in the performance of any of its obligations under the Customer Contract by Force Majeure, then that Party will be excused from the performance or punctual performance, as the case may be, of its obligations, to the extent that such Force Majeure continues, and such Party agrees to use all reasonable endeavours to overcome or work around the Force Majeure so as to be able to perform its obligations under the Customer Contract. In no case shall an event of Force Majeure excuse timely payment of fees and charges due by the Customer to the Appointed Sub-Reseller for the provision of the WEBFLEET Service, or for the purchase or rental of Products. For the sake of clarity, the Customer shall not be entitled to invoke Force Majeure as an excuse for non-payment of the invoices submitted by the Appointed Sub-Reseller.

5.2 Should the period in which a Party cannot fulfil its obligations because of Force Majeure continue for longer than thirty (30) calendar days, either Party shall be entitled to terminate the Customer Contract in writing without there being an obligation to pay any compensation whatsoever arising out of or in connection hereto.

5.3 Notwithstanding clause 5.2 of these Appointed Sub-Reseller General Terms and Conditions, if, at commencement of Force Majeure, the Appointed Sub-Reseller has partly fulfilled its obligations or is only partly able to fulfil its obligations, it shall be entitled to charge all activities carried out prior to the start of the Force Majeure event and costs incurred in this respect separately to the Customer as if such costs related to a separate Customer Contract.

## **6 – Intellectual Property**

6.1 BMS retains all Intellectual Property Rights vested in the WEBFLEET Service, WEBFLEET Website, WEBFLEET Telematics Service Platform, Mobile Applications and the Products. The Customer shall not at any time acquire any rights, title or interest in these Intellectual Property Rights by virtue of any use that the Customer may make thereof pursuant to the Customer Contract.

6.2 The Customer shall:

(I) not cause or permit any third party to cause any damage or endanger the Intellectual Property Rights of BMS;

(II) without prejudice to any other rights of BMS, indemnify BMS for any loss suffered by BMS by reason of any use by the Customer or User of Intellectual Property Rights of BMS other than in accordance with the Customer Contract;

(III) not in any way alter the packaging or labelling of the Products unless such alterations have first been approved by the Bridgestone Company in writing;

(IV) not alter, remove, or in any way tamper with the Trademarks or affix any other name, Trademark, logo, design or symbol on a Product or the packaging thereof unless such has been approved by the Bridgestone Company in writing;

(V) not use any Trademarks so as to prejudice the distinctiveness or validity or the goodwill of Bridgestone Company therein;

(VI) not in any way use the Trademarks on or in connection with any products or services other than the Products;

(VII) not in any way use the Trademarks in any name, trademark or logo of the Customer, whether or not such name, trademark or logo is used in connection with the performance of a Customer Contract; (VIII) not use any name, trademark, logo, design or symbol so resembling any of the Trademarks as to be likely to cause confusion or deception;

(IX) ensure that all references to, and use of, any Trademarks are approved by the Bridgestone Company;

(X) not challenge the validity or enforceability of Bridgestone Company entitlement to use any of its intellectual property;

(XI) not, and shall not help others, reverse engineer, directly or indirectly, modify the features or functionality of, copy or create derivative works using all or any portion of, analyze or remove components from, decompile, or otherwise reverse engineer or attempt to reverse engineer or derive source code, techniques, algorithms or processes from any Product or any portion of any Product, or permit or encourage any third-party to do so;

(XII) promptly notify the Appointed Sub-Reseller and Bridgestone Company if the Customer becomes aware of any attempt to reverse engineer any Product or any portion of any Product.

6.2 In the event the Customer at any time whether directly or indirectly contests Bridgestone Company ownership of the Intellectual Property Rights, or does anything that would jeopardize or diminish Bridgestone Company's rights to the WEBFLEET Service, WEBFLEET Website, WEBFLEET Telematics Service Platform, Mobile Applications or the Products, or the value of the Intellectual Property Rights vested therein, the Appointed Sub-Reseller has the right to immediately terminate the Customer Contract.

6.3 The Customer shall not engage in any conduct which in the opinion of the Bridgestone Company is prejudicial or likely in the future to be prejudicial to Bridgestone Company's business or marketing of the Products.

## **7 – Liability**

7.1 Subject to clause 7.3 of these Appointed Sub-Reseller General Terms and Conditions, the aggregate liability of the Appointed Sub-Reseller and Bridgestone Company, whether in contract, tort (including in either case negligence), misrepresentation (other than fraudulent misrepresentation), breach of statutory duty or otherwise pursuant to the Customer Contract, shall be limited to the net price paid or to be paid by the Customer for the WEBFLEET Service in the full year (12 months) in which the loss or damage occurred, the price paid for those Products that actually caused the damage or the rental rates paid or to be paid by the Customer for those Products that actually caused the damage over a preceding period of 12 months, whichever is greater. In all other cases the Appointed Sub-Reseller's and Bridgestone Company's liability shall be excluded.

7.2 The Appointed Sub-Reseller shall never be liable for: (I) any loss of profits, anticipated savings, revenue, business, loss or corruption of data, loss of use, loss of goodwill, loss due to delay; or (II) any indirect or consequential loss or damage whatsoever.

7.3 Nothing in this clause 7 and in the entire Customer Contract shall be deemed to exclude or limit the liability of either Party: (I) in respect of loss or damage caused by willful intent or gross negligence of a Party or its officers, employees, agents or contractors; or (II) in respect of injuries to, damages to the health of, or death of any person, caused by a Party or its officers, employees, agents or

contractors; (III) in respect of payment of any sums due under this Customer Contract; or (IV) for any other liability which cannot be excluded by law.

7.4 To the fullest extent permitted by Applicable Laws, any claim for loss or damages (except a claim for damages arising out of clause 7.3 of the Appointed Sub-Reseller General Terms and Conditions) must be notified to the Appointed Sub-Reseller within twelve (12) months as from the date on which the damage was caused, failing which such claim is deemed to be waived.

7.5 All warranties, conditions or other terms implied by statute that are not expressed in the Customer Contract are, to the fullest extent permitted by Applicable Laws, excluded from the Customer Contract.

## **8 – Confidentiality**

Neither Party shall at any time during or after the term of the Customer Contract divulge, disclose or otherwise furnish, directly or indirectly, to any third party any Confidential Information unless explicitly permitted herein or required by law. The provisions of this clause 8 shall not apply to any information which the receiving Party can demonstrate (I) is or becomes public knowledge other than by breach of a duty of confidentiality; or (II) is in the possession of the receiving Party without restriction in relation to disclosure before the date of receipt from the disclosing Party; or (III) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or (IV) is independently developed without access to the Confidential Information.

The receiving Party may disclose the Confidential Information disclosed by the disclosing Party as required by law or to comply with an order of a court or other governmental entities or regulatory authorities that have jurisdiction over the receiving Party, provided that the receiving Party: (I) gives the disclosing Party reasonable written notice to allow it to seek an injunctive order or other appropriate remedies and provide any assistance which the disclosing Party may require in order to secure such order or remedies;

(II) discloses only such information as is required by the governmental entity or regulatory authority; and (III) uses its reasonable best efforts to obtain confidential treatment for any Confidential Information so disclosed.

## **9 – Miscellaneous**

9.1 Neither Party may assign, subcontract, transfer or dispose of any of its rights and obligations under the Customer Contract, either in whole or in part, without the prior written consent of the other Party, provided that the Appointed Sub-Reseller may assign, subcontract, transfer or dispose of any of its rights and obligations under the Customer Contract, either in whole or in part, to any of its Affiliates without the Customer's prior consent.

9.2 The illegality, invalidity or unenforceability of any provision of the Customer Contract shall not affect the legality, validity or enforceability of the remainder of the clause or paragraph which contains the relevant provision or any other provision of the Customer Contract. If the remainder of the provision is not affected, the Parties shall use all reasonable endeavours to agree within a reasonable time upon any lawful and reasonable variations to the Customer Contract which may be necessary in order to achieve, to the greatest extent possible, the same effect as would have been achieved by the clause, or the part of the clause, in question.

9.3 Except for clause 7.4 of these Appointed Sub-Reseller General Terms and Conditions, the rights of either Party under the Customer Contract are without prejudice to all other rights and remedies available to either Party and no failure or delay by either Party to exercise any right under the Customer Contract will operate as a waiver of such right under the Customer Contract.

9.4 Except as expressly otherwise provided for herein, no amendment to the Customer Contract is valid or binding unless made in writing.

9.5 The Appointed Sub-Reseller may unilaterally change the provisions of these Appointed Sub-Reseller General Terms and Conditions (including the Product and Service Schedules), where directed to do so by the Bridgestone Company, which amendments shall enter into force on the date that the Customer is notified thereof.

9.6 All notices, consents, waivers and other communications under this Customer Contract must be in writing, in English and delivered by hand or sent by regular mail, registered mail, express courier or e-mail to the appropriate addresses set out in the Customer Contract (or to such addresses as a Party may notify to the other Party from time to time). A notice shall be effective upon receipt and shall be deemed to have been received at the time of delivery (if delivered by hand, registered mail or express courier) or at the time of successful transmission (if delivered by e-mail).

9.7 The Appointed Sub-Reseller shall provide to the Customer on request a copy of all such data held by it under the Customer Contract, and shall promptly inform the Customer if any such data is lost or destroyed or becomes damaged, corrupted, or unusable. The Appointed Sub-Reseller will restore such data at its own expense.

## **10 – Disputes and Applicable Laws**

10.1 The formation, validity, construction, and performance of the Customer Contract and each of the transactions based the Customer Contract shall be governed in all respects by the substantive laws of England and Wales, without reference to its conflicts of laws rules.

10.2 All disputes, controversies or differences which may arise between the Parties hereto, out of or in relation to or in connection with the Customer Contract shall be finally settled by binding arbitration under the Rules of the London Court of International Arbitration (LCIA). There shall be a single arbitrator, and the proceedings shall be conducted in English. The seat of arbitration shall be the Dubai International Financial Center, the UAE. The provisions of this clause on governing law and dispute resolution shall survive the breach or other termination of the Customer Contract. No Party shall have the right to challenge the venue based upon forum non-convenience or otherwise.

## **PRODUCT SCHEDULE TO THE APPOINTED SUB-RESELLER GENERAL TERMS AND CONDITIONS – PURCHASE OF PRODUCTS TERMS**

Together with the Appointed Sub-Reseller General Terms and Conditions, the following terms apply to the purchase of Products.

### **1 – Delivery of Products**

1.1 Delivery by the Appointed Sub-Reseller shall be deemed to have taken place as agreed upon in the Customer Contract. Transport of the Products to the Customer shall be performed in accordance with the terms of the Customer Contract. Delivery shall be carriage and insurance paid by the Appointed Sub-Reseller, unless explicitly otherwise agreed. The Appointed Sub-Reseller is entitled to carry out the delivery in stages and each stage of the delivery may be invoiced separately.

1.2 The Products that shall be delivered by the Appointed Sub-Reseller to the Customer are listed on the Order confirmation and all Orders placed by the Customer are subject to stock being available. An agreed delivery date is not a final deadline, unless expressly agreed otherwise in writing. The Appointed Sub-Reseller will use its best endeavours to timely deliver the Products.

1.3 If the Customer refuses or neglects to take possession of the Products, it nevertheless remains obliged to fulfil its payment obligations. In such case, the Products will be stored at the risk and expense of the Customer.

## **2 – Limited Warranty**

BMS warrants to the Customer that the Products delivered meet the agreed upon qualities for a period of 12 months after delivery, provided that this warranty does not apply to normal wear and tear, and does not cover any damage caused by misuse, neglect or abnormal storage or usage, including any physical damage to the surface of the Product. In addition, BMS warrants to the Customer that the Product will be free from defects in workmanship and materials under normal use in accordance with the Limited Warranty, the most recent version of which can be found on [www.webfleet.com/legal](http://www.webfleet.com/legal).

## **3 – Inspection and Claims**

3.1 The Customer is obliged to inspect, or to arrange inspection of, the Products on delivery, or at least as soon as possible thereafter. In this respect the Customer is obliged to ascertain whether the Products meet the requirements of the Customer Contract, namely: (I) that the correct Products have been delivered; (II) that the quantity meets the quantity stipulated in the Customer Contract; and (III) that the Products delivered meet the agreed quality requirements or, in the absence of such agreement, meet the requirements stipulated for normal usage or trade purposes. Should defects be discovered then the Customer is obliged to promptly notify the Appointed Sub-Reseller in writing thereof, specifying the nature and type of the claim and in accordance with the Customer Contract.

3.2 The Customer is obliged, after timely notification of the claim, to retain the Products until the Appointed Sub-Reseller has had the opportunity to inspect such Products or until the Appointed Sub-Reseller notifies the Customer that it waives its right to inspect. The Products can only be returned to the Appointed Sub-Reseller after it has granted its prior written approval (e-mail acceptable) and pursuant to conditions stipulated by the Appointed Sub-Reseller. If the Appointed Sub-Reseller finds the claim to be legitimate, it shall, at its sole discretion, replace the Products or issue a credit note.

3.3 The Customer shall at all times be obliged to keep the Products delivered in good and proper order. Should the Customer fail to comply with this provision, its right of recovery will lapse.

## **4 – Retention of Title**

4.1 The Appointed Sub-Reseller shall retain all legal and beneficial title to the Products until the Customer has paid all amounts outstanding to the Appointed Sub-Reseller, including but not limited to the price for Products delivered and all other sums due to the Appointed Sub-Reseller under the Customer Contract or any other agreements.

4.2 Should the Customer be in default under the Customer Contract or should there be good reason to suspect that the Customer may default on any of its obligations, the Appointed Sub-Reseller shall be entitled to remove the Products belonging to it from the Customer's possession or from the possession of a third party holding the Products on behalf of the Customer at the Customer's expense. The Customer is obliged to render all assistance necessary relating to the removal and will be liable for any reasonable costs in relation to the removal.

4.3 Until title to the Products has passed to the Customer, the Customer shall store the Products separately from all other goods held by the Customer so that they remain readily identifiable as the Appointed Sub-Reseller's property; and (I) not remove, deface or obscure any identifying mark or packaging on or relating to the Products; and (II) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; (III) notify the Appointed Sub-Reseller immediately if it becomes subject to any of the events listed in Clause 3.2 or Clause 3.3 of the Appointed Sub-Reseller General Terms and Conditions; and (IV) give the Appointed Sub-Reseller such information relating to the Products as the Appointed Sub-Reseller may require from time to time.

## **5 – Prohibition to resell**

5.1 Due to the fact that the Products are linked to subscriptions, the Customer shall not be entitled to sell or rent the Products without the prior written consent of the Appointed Sub-Reseller.

5.2 A violation of the provision under 5.1 shall entitle the Appointed Sub-Reseller to suspend the access of the Customer to the WEBFLEET Service and/or terminate the Customer Contract with immediate effect.

## **PRODUCT SCHEDULE TO THE APPOINTED SUB-RESELLER GENERAL TERMS AND CONDITIONS – RENTAL OF PRODUCTS TERMS**

Together with the Appointed Sub-Reseller General Terms and Conditions the following terms apply to the rental of Products

### **1 – Undertakings and Obligations of the Customer**

1.1 The Customer shall: (I) act as a responsible user of the Product; (II) only use the Product for its purpose and in a careful and proper manner in compliance with the Appointed Sub-Reseller's instructions and specifications; (III) procure that all restrictions and obligations imposed upon it by the Customer Contract apply equally to its Affiliates and Users; and (IV) ensure that all such Affiliates and Users fully comply with all such restrictions and obligations.

1.2. The Customer shall return the Products after termination of the Customer Contract. Upon return, the Products shall be in substantially the same condition as when first received, with the exception of ordinary wear and tear. The Customer shall properly pack for shipment all Products being returned and shall be responsible for any damage caused during the return shipment.

1.3 The Customer shall be responsible for, and pay to the Appointed Sub-Reseller on demand, the new replacement cost of any lost or Materially Damaged Products. The Customer shall be responsible for rental payments to the date of receipt by the Appointed Sub-Reseller of the replacement cost. "Materially Damaged" in the context of this Clause means any damage to the Products to such an extent that the cost to repair equals or exceeds 50% of the fair market value of the Products at that time.

1.4 Without the prior written consent of the Appointed Sub-Reseller, the Customer shall not sell, encumber, assign, sublet, remove, alter, modify or repair the Products and the Products shall at all times remain under the immediate control, supervision and direction of the Customer personally. A violation of this provision shall entitle the Appointed Sub-Reseller or Bridgestone Company to suspend the access of the Customer to the WEBFLEET Service and/or terminate the Customer Contract with immediate effect.

1.5 The Customer shall comply with all applicable laws and regulations relating to the Products. The Customer shall fully cooperate and provide reasonable assistance to the Appointed Sub-Reseller and Bridgestone Company in the event the Appointed Sub-Reseller recalls any or all of its Products.

### **2 – Delivery of Products**

2.1 Delivery by the Appointed Sub-Reseller shall be deemed to have taken place as agreed upon in the Customer Contract. Transport of the Products to the Customer shall be performed in accordance with the terms of the Customer Contract. Delivery shall be carriage

and insurance paid by the Appointed Sub-Reseller, unless explicitly otherwise agreed. The Appointed Sub-Reseller is entitled to carry out the delivery in stages and each stage of the delivery may be invoiced separately.

2.2 The Products that shall be delivered by the Appointed Sub-Reseller to the Customer are listed on the Order confirmation and all Orders placed by the Customer are subject to stock being available. An agreed delivery date is not a final deadline, unless expressly agreed otherwise in writing. The Appointed Sub-Reseller will use its best endeavours to timely deliver the Products.

2.3 If delivery occurred in accordance with the Customer Contract and the Customer refuses or neglects to take possession of the Products without just cause, it nevertheless remains obliged to fulfil its payment obligations. In such case, the Products will be stored at the risk and expense of the Customer.

### **3 – Inspection and Claims**

3.1 The Customer is obliged to inspect, or to arrange inspection of, the Products on delivery, or at least as soon as possible thereafter. In this respect the Customer is obliged to ascertain whether the Products meet the requirements of the Customer Contract, namely: (I) that the correct Products have been delivered; (II) that the quantity meets the quantity stipulated in the Customer Contract; and (III) that the Products delivered meet the agreed quality requirements or, in the absence of such agreement, meet the requirements stipulated for normal usage or trade purposes. Should defects be discovered then the Customer is obliged to promptly notify the Appointed Sub-Reseller in writing thereof, specifying the nature and type of the claim and in accordance with the Customer Contract.

3.2 The Customer is obliged, after timely notification of the claim, to retain the Products until the Appointed Sub-Reseller has had the opportunity to inspect such Products or until the Appointed Sub-Reseller notifies the Customer that it waives its right to inspect. The Products can only be returned to the Appointed Sub-Reseller after it has granted its prior written approval (e-mail acceptable) and pursuant to conditions stipulated by the Appointed Sub-Reseller. If the Appointed Sub-Reseller finds the claim to be legitimate, it shall, at its sole discretion, replace the Products or issue a credit note.

3.3 The Customer shall at all times be obliged to keep the Products delivered in good and proper order. Should the Customer fail to comply with this provision, its right of recovery will lapse.

### **4 – Retention of Title**

4.1 The Appointed Sub-Reseller shall retain all legal and beneficial title to the Products. No title or right to the Products shall pass to the Customer, except the rights herein expressly granted.

4.2 The Customer shall not remove or cover any image on the Products showing ownership of the Appointed Sub-Reseller or Bridgestone Company.

4.3 If any third parties assert or purport to assert or exercise or purport to exercise any right to the Products, the Customer shall immediately: (I) inform the Appointed Sub-Reseller of this in writing; and (II) inform the relevant third parties in writing of the Appointed Sub-Reseller's title to that Product.

4.4 Should the Customer be in default under the Customer Contract or should there be good reason to suspect that the Customer may default on any of its obligations, the Appointed Sub-Reseller shall be entitled to de-install and remove the Products belonging to it from the Customer's possession or from the possession of a third party holding the Products on behalf of the Customer at the Customer's expense. The Customer is obliged to render all assistance necessary relating to the de-installation and removal and will be liable for any reasonable costs in relation to the de-installation and removal.

4.5 The Customer shall store the Products separately from all other goods held by the Customer so that they remain readily identifiable as the Appointed Sub-Reseller property; and (I) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and (II) notify the Appointed Sub-Reseller immediately if it becomes subject to any of the events listed in clause 3.2 or clause 3.3 of the Appointed Sub-Reseller General Terms and Conditions; and (III) give the Appointed Sub-Reseller such information relating to the Products as the Appointed Sub-Reseller may require from time to time.

### **5 – Insurance of Products**

The Customer shall keep the Products insured against all risks of loss or damage from every cause for not less than the full replacement value thereof and shall provide the Appointed Sub-Reseller proof thereof upon request.

## **Service Schedule to the Appointed Sub-Reseller General Terms and Conditions – WEBFLEET Service Terms**

Together with the Appointed Sub-Reseller General Terms and Conditions, the following terms apply to subscriptions to the WEBFLEET Service.

### **1 – Definitions**

Except as otherwise expressly provided for in this Service Schedule, all words and expressions defined in the Appointed Sub-Reseller General Terms and Conditions shall have the same meaning as and when used in this Service Schedule.

“**Data Protection Laws**” means the General Data Protection Regulation (2016/679/EC, the “GDPR”), the (successor of the) Privacy and Electronic Communications Directive (2002/58/EC) and any applicable (local) data protection laws and regulations;

“**Mobile Communication Services**” means the mobile electronic communication services used for transmitting the Telematics Data.

### **2 – The WEBFLEET Service**

2.1 The Customer is granted a non-exclusive and non-transferable right to use the WEBFLEET Service in the Territory.

2.2 The Customer may use the WEBFLEET Service in connection with the number of Products set out in the Order Form and/or Mobile Application, as the case may be. If, at any time, the Customer wishes to increase the current number of Products, if applicable, or receive access to additional Mobile Applications, it must notify the Appointed Sub-Reseller thereof and sign a separate Customer Contract.

2.3 The Customer is responsible for: (I) allowing the Appointed Sub-Reseller and/or a Bridgestone Company and/or a third party authorized by a Bridgestone Company to install the Products; (II) ensuring the contactability of such Products; (III) where applicable, ensuring that User's device is compatible with and supports Mobile Application; (IV) ensuring that it has properly functioning browser software and internet access to the WEBFLEET Service of sufficient capacity; and (V) the correct configuration of the WEBFLEET Service.

2.4 Neither the Appointed Sub-Reseller, nor Bridgestone Company warrants that GPS, the Mobile Communication Services or cloud storage services provided by third parties will continue to support the functionality offered by the WEBFLEET Service nor that the Customer will be able to successfully use the WEBFLEET Service for the intended use, as referred to in clause 2.1 of these WEBFLEET Service Terms, due to the fact that such use depends partly on circumstances beyond the Appointed Sub-Reseller's and Bridgestone

Company's reasonable control, including those circumstances for which the Customer will be responsible pursuant to clauses 2.3 and 4 of these WEBFLEET Service Terms.

2.5 Bridgestone Company reserves the right to change the look and feel of the WEBFLEET Service and the way the Telematics Data are displayed.

2.6 For the provision of the WEBFLEET Service, Bridgestone Company collects, compiles, stores and uses, and generally processes aggregated and non-aggregated data and system usage information (the "**System Data**"). The Customer acknowledges and agrees that Bridgestone Company and its Affiliates use the System Data for the following purposes ("**Use Purposes**"): (I) to maintain and improve the WEBFLEET Service and Products; (II) to conduct technical diagnostics; (III) to detect fraud and abuse; (IV) to create usage reports and for the creation of new products; (V) to develop, jointly or together with its Affiliates or third parties, and distribute the creation of new services and products. To the extent the System Data includes personal data, Bridgestone Company shall ensure this data is anonymized to such an extent that it no longer qualifies as 'personal' data (the "**Anonymised Data**").

2.7 The Customer grants Bridgestone Company and its Affiliates an irrevocable, perpetual worldwide non-exclusive license to use the System Data and Anonymised Data in accordance with the Use Purposes and to make the same available, directly or indirectly (including via its Affiliates), to customers, distributors, resellers and end users, whether for their own use or for further distribution.

2.8 The Customer shall notify the Appointed Sub-Reseller in case a certain Vehicle that is monitored by the WEBFLEET Service will cease to belong to the Fleet, in the event of transfer of such Vehicle to a third party. The notification shall be submitted to the Appointed Sub-Reseller at least ten (10) business days in advance before the date of the transfer. The WEBFLEET Service related to such Vehicle shall be discontinued after the receipt of the notification, however, this circumstance shall not affect the payment obligations undertaken by the Customer, and shall not constitute any ground for compensation and/or termination of the Customer Contract, which shall continue in effect until the expiration of the Minimum Contract Term, or the renewal term, as applicable.

### **3 – Usernames and Passwords**

3.1 The Appointed Sub-Reseller shall provide the Customer with the necessary access data, such as account names, Usernames and passwords. For security reasons, the Customer must change the issued passwords immediately after having accessed the WEBFLEET Service for the first time and must keep the access data confidential.

3.2 The Customer is responsible and liable for any use of the WEBFLEET Service if the User obtained access to such service via the Customer's access data, even if the Customer did not consent to or was unaware of such use, unless such use takes place three (3) working days after the Appointed Sub-Reseller has received a written request from the Customer to invalidate the User's access data.

### **4 – Transmission**

Bridgestone Company will procure the Mobile Communication Services for the transmission of Telematics Data between the Products and the WEBFLEET Telematics Service Platform. The Customer acknowledges and agrees that Bridgestone Company is dependent on the performance of the third parties providing these services, and therefore cannot warrant: (I) that the Mobile Communication Services will be available on a continuous basis and at any place within the Territory (for instance due to gaps in network coverage, or changes related to infrastructure and/or technology of the relevant Mobile Communication Services and due to the fact that these providers reserve the right to suspend their services for maintenance purposes, for security reasons, under instruction of competent authorities etc.); or (II) the speed at which the Telematics Data will be transmitted.

### **5 – SIM-cards**

5.1 Where applicable, the Appointed Sub-Reseller will provide the Customer with SIM-cards preinstalled in each Product, that the Customer is licensed to use in connection with the WEBFLEET Service, which the Customer shall use solely: (I) in combination with the Products; and (II) for transmitting Telematics Data between the Fleet and the WEBFLEET Telematics Service Platform.

5.2 The ownership of SIM-cards provided by the Appointed Sub-Reseller is retained by Bridgestone Company.

5.3 Customer shall indemnify, defend and hold the Appointed Sub-Reseller and Bridgestone Company and their Affiliates harmless from and against any losses, damages, fines, costs or expenses (including legal fees) arising from or in connection with claims from third parties with respect to, in particular the underlying wireless service carrier, that the Customer's use of the SIM-cards provided by the Appointed Sub-Reseller is not in conformity with the Customer Contract.

### **6 – Fair Use Policy**

6.1 By accepting these WEBFLEET Service Terms, the Customer agrees to be bound by the Fair Use Policy of Bridgestone Company described in this Clause 6. The Fair Use Policy is designed to make sure that the WEBFLEET Service is of great value, high quality and reliable.

6.2 Bridgestone Company has a Fair Use Policy because at peak times, many Bridgestone Company Customers use the shared network bandwidth of the WEBFLEET Service. The vast majority of Bridgestone Company Customers use the WEBFLEET Service considerably and their usage levels do not disproportionately affect the shared network capacity. Only a very small number of Bridgestone Company Customers use the WEBFLEET Service inappropriately, for example units that are consuming a large amount of data due to automated systems that generate large messaging traffic via WEBFLEET.connect. As a result of this excessive use, the quality of the WEBFLEET Service for all Users may be affected. The Fair Use Policy manages inappropriate and/or excessive use and makes sure the WEBFLEET Service can be used by everyone.

6.3 If the Customer regularly uses the WEBFLEET Service inappropriately and/or excessively and the Appointed Sub-Reseller and/or Bridgestone Company believes this is affecting the WEBFLEET Service, the Bridgestone Company will notify the Appointed Sub-Reseller, who will notify the Customer about this usage and the Appointed Sub-Reseller will ask the Customer to change or decrease this kind of usage. If the Customer continues to use the WEBFLEET Service inappropriately, Bridgestone Company and/or the Appointed Sub-Reseller reserves the right to suspend (a part of) the WEBFLEET Service or unilaterally terminate the Customer Contract by providing written notice thereof to the Customer.

6.4 Bridgestone Company's Fair Use Policy applies to all Customers but will only affect the Customer if the Customer is one of the very few Customers who make inappropriate or excessive use of the WEBFLEET Service.

### **7 – Data Protection**

7.1 For purposes of this Clause 7, Bridgestone Company shall be the Processor, and the Customer shall be the Controller. Each Party shall at all times comply with its respective obligations under the provisions of Data Protection Laws. This Clause 7 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Laws and Appendix A to this Service Schedule to the Appointed Sub-Reseller General Terms and Conditions – WEBFLEET Service Terms. References to "Processor", "Controller", "Data Subject" and "Personal Data" shall have the meanings defined in GDPR.

7.2 Without prejudice to the generality of Clause 7.1 of these WEBFLEET Service Terms, the Customer will ensure that it has all necessary notices in place and has secured the appropriate legal basis to enable lawful transfer of Personal Data to Bridgestone Company for the duration and purposes of the Customer Contract.

7.3 Where Bridgestone Company or any of its subcontractors, as part of the fulfilment of its obligations under the Customer Contract, processes Personal Data as a Processor or a Sub-Processor on behalf of the Customer acting as a Controller, Bridgestone Company shall, and shall procure that any subcontractors as Sub-Processors shall during the term of the Customer Contract:

7.3.1. comply with the obligations of a Processor or Sub-Processor under the Data Protection Laws;

7.3.2. process the Personal Data only on the written instructions from the Customer when processing Personal Data provided to it under the Customer Contract, unless Bridgestone Company is required to do so by the laws of a Member State or by the laws of the European Union ("Applicable Laws") in which case Bridgestone Company shall inform the Customer of that legal requirement before processing, unless Applicable Laws prohibit such notification to the Customer;

7.3.3. comply with the Customer's documented instructions in relation to the processing of Personal Data;

7.3.4. at all times take all appropriate technical and organizational measures, to protect against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data. A detailed description of the technical and organizational measures shall be available to the Customer through the WEBFLEET Telematics Service Platform or on request;

7.3.5 ensure that only appropriately trained personnel have access to and/or process Personal Data and they are obliged to keep the Personal Data confidential;

7.3.6. notify the Customer if it receives any complaint, notice or communication that relates directly or indirectly to the processing of Personal Data under the Customer Contract, provide full cooperation and assistance in relation to any such complaint, notice or communication;

7.3.7. notify the Customer without undue delay and no later than within five (5) days if it receives a request from a Data Subject for access to that person's Personal Data and it shall provide the Customer, at the Customer's cost, with full co-operation and assistance in responding to any request from a Data Subject;

7.3.8. maintain complete and accurate records and information to demonstrate its compliance with this Clause 7.3 and allow the Customer and its authorized representatives to audit compliance by Bridgestone Company with Bridgestone Company's obligations to the Customer under the Customer Contract in connection with its processing of Personal Data as a Processor or Sub-Processor;

7.3.9. notify the Customer without undue delay after becoming aware of a Personal Data breach; and

7.3.10. at the written direction of the Customer, delete Personal Data, and copies thereof, of the Customer on termination of the Customer Contract unless required by Applicable Laws to retain the Personal Data.

7.4 Bridgestone Company shall inform the Customer of its intention to engage a sub-processor and the Customer shall have the right to reasonably oppose the appointment of a new sub-processor if the Customer has substantive and legitimate reasons for opposing the specific sub-processor and shall notify Bridgestone Company of such objections in writing as soon as possible after receipt of the notice relating to such sub-processor. Bridgestone Company shall ensure that Sub-Processor undertakes, by way of written agreement, substantively the same obligations as imposed on Bridgestone Company in the Customer Contract. The addition or removal of a Sub-Processor should not negatively affect the level of security within the Customer Contract to less than that which existed at the time of signing the Customer Contract.

7.5 The Customer shall have the right to obtain information from Bridgestone Company, upon written request, on the substance of the contract and the implementation of the data protection obligations within the Sub-Processor relationship.

7.6 The Parties acknowledge that they have agreed that the Customer will respond to enquiries from Data Subjects and relevant supervisory authority concerning the processing of Personal Data by Bridgestone Company.

7.7 Notwithstanding any obligations Bridgestone Company has as a Processor or a Sub-Processor, Bridgestone Company will immediately notify the Customer upon any legal request from any governmental and/or judicial body, where this request relates to the Customer's Personal Data. The Customer may, at its sole discretion, decide to handle this request.

7.8 If Bridgestone Company has or should have any reason to doubt the qualification of any data set or individual piece of data or information as Personal Data or vice versa, it will take direction from the Customer prior to making any decision on the processing of said data or information.

7.9 The Customer is aware that the legality of the use of certain Products depends on the intended scenario of usage, and that in some cases it may not be legal to use a Product. Furthermore, in some cases, additional compliance measures (such as the collection of consent) will be required from the Customer. The Customer is solely responsible for ensuring that the installation, maintenance and use of the Products, such as dashcams, and WEBFLEET Service is in accordance with all applicable laws (including Data Protection Laws).



## APPENDIX A TO THE SERVICE SCHEDULE TO THE APPOINTED SUB-RESELLER GENERAL TERMS AND CONDITIONS – WEBFLEET SERVICE TERMS

The use of the Webfleet Service requires that Personal Data be transferred to, and processed in the European Union, and transferred back from the European Union to the Customer. For this reason, the Standard Contractual Clauses (Processor to Controller) (“SCC”) are added as an appendix to this Service Schedule to become an integrated part of the Customer Contract.

### STANDARD CONTRACTUAL CLAUSES

#### SECTION I

##### Clause 1

##### **Purpose and scope**

(a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)<sup>1</sup> for the transfer of personal data to a third country.

(b) The Parties:

- (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter “entity/ies”) transferring the personal data, as listed in Annex I.A. (hereinafter each “data exporter”),

and

- (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A. (hereinafter each “data importer”)

have agreed to these standard contractual clauses (hereinafter: “Clauses”).

(c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.

(d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

##### Clause 2

##### **Effect and invariability of the Clauses**

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46 (2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s)<sup>2</sup> or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.
- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

##### Clause 3

---

<sup>1</sup> Where the data exporter is a processor subject to Regulation (EU) 2016/679 acting on behalf of a Union institution or body as controller, reliance on these Clauses when engaging another processor (sub-processing) not subject to Regulation (EU) 2016/679 also ensures compliance with Article 29(4) of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295 of 21.11.2018, p. 39), to the extent these Clauses and the data protection obligations as set out in the contract or other legal act between the controller and the processor pursuant to Article 29(3) of Regulation (EU) 2018/1725 are aligned. This will in particular be the case where the controller and processor rely on the standard contractual clauses included in Decision 2021/915.

<sup>2</sup> The Standard Contractual Clauses are modified to apply Module 4

### ***Third-party beneficiaries***

(a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:

- (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
- (ii) Clause 8 - Clause 8.1 (b) and Clause 8.3(b);
- (iii) Clause 13;
- (iv) Clause 15.1(c), (d) and (e);
- (v) Clause 16(e);
- (vi) Clause 18 - Clause 18.

(b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

### *Clause 4*

#### ***Interpretation***

(a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.

(b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.

(c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

### *Clause 5*

#### ***Hierarchy***

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

### *Clause 6*

#### ***Description of the transfer(s)***

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

### *Clause 7*

#### ***Docking clause***

(a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.

(b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.

(c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

## **SECTION II – OBLIGATIONS OF THE PARTIES**

### *Clause 8*

#### ***Data protection safeguards***

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

### **8.1 Instructions**

- (a) The data exporter shall process the personal data only on documented instructions from the data importer acting as its controller.
- (b) The data exporter shall immediately inform the data importer if it is unable to follow those instructions, including if such instructions infringe Regulation (EU) 2016/679 or other Union or Member State data protection law.
- (c) The data importer shall refrain from any action that would prevent the data exporter from fulfilling its obligations under Regulation (EU) 2016/679, including in the context of sub-processing or as regards cooperation with competent supervisory authorities.
- (d) After the end of the provision of the processing services, the data exporter shall, at the choice of the data importer, delete all personal data processed on behalf of the data importer and certify to the data importer that it has done so, or return to the data importer all personal data processed on its behalf and delete existing copies.

## **8.2 Security of processing**

- (a) The Parties shall implement appropriate technical and organisational measures to ensure the security of the data, including during transmission, and protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (hereinafter "personal data breach"). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature of the personal data<sup>3</sup>, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects, and in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.
- (b) The data exporter shall assist the data importer in ensuring appropriate security of the data in accordance with paragraph (a). In case of a personal data breach concerning the personal data processed by the data exporter under these Clauses, the data exporter shall notify the data importer without undue delay after becoming aware of it and assist the data importer in addressing the breach.
- (c) The data exporter shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

## **8.3 Documentation and compliance**

- (a) The Parties shall be able to demonstrate compliance with these Clauses.
- (b) The data exporter shall make available to the data importer all information necessary to demonstrate compliance with its obligations under these Clauses and allow for and contribute to audits.

### *Clause 9*

#### ***Use of sub-processors***

Intentionally left blank.

### *Clause 10*

#### ***Data subject rights***

The Parties shall assist each other in responding to enquiries and requests made by data subjects under the local law applicable to the data importer or, for data processing by the data exporter in the EU, under Regulation (EU) 2016/679.

### *Clause 11*

#### ***Redress***

- (a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

---

<sup>3</sup> This includes whether the transfer and further processing involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions or offences.

*Clause 12*

***Liability***

- (a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- (b) Each Party shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages that the Party causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter under Regulation (EU) 2016/679.
- (c) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- (d) The Parties agree that if one Party is held liable under paragraph (c), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its / their responsibility for the damage.
- (e) The data importer may not invoke the conduct of a processor or sub-processor to avoid its own liability.

*Clause 13*

***Supervision***

Intentionally left blank

**SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES**

*Clause 14*

***Local laws and practices affecting compliance with the Clauses***

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.
- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
- (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
- (ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards<sup>4</sup>;

---

<sup>4</sup> As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level, provided that this information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant, objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight, in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or otherwise accessible, reliable information on the existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies.

(iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.

(c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

(d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.

(e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the Contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

(f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

## Clause 15

### ***Obligations of the data importer in case of access by public authorities***

#### **15.1 Notification**

(a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:

(i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or

(ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.

(b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.

(c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).

(d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.

(e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

#### **15.2 Review of legality and data minimisation**

(a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

(b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.

(c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

## **SECTION IV – FINAL PROVISIONS**

### *Clause 16*

#### ***Non-compliance with the Clauses and termination***

- (a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- (b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
- (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
  - (ii) the data importer is in substantial or persistent breach of these Clauses; or
  - (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

(d) Personal data collected by the data exporter in the EU that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall immediately be deleted in its entirety, including any copy thereof. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

(e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

### *Clause 17*

#### ***Governing law***

These Clauses shall be governed by the law of a country allowing for third-party beneficiary rights. The Parties agree that this shall be the law of the Netherlands.

### *Clause 18*

#### ***Choice of forum and jurisdiction***

Any dispute arising from these Clauses shall be resolved by the courts of the Netherlands.

## **APPENDIX TO SCC**

### **EXPLANATORY NOTE:**

It must be possible to clearly distinguish the information applicable to each transfer or category of transfers and, in this regard, to determine the respective role(s) of the Parties as data exporter(s) and/or data importer(s). This does not necessarily require completing and signing separate appendices for each transfer/category of transfers and/or contractual relationship, where this transparency can be achieved through one appendix. However, where necessary to ensure sufficient clarity, separate appendices should be used.

**ANNEX I /**

**A. Definition / List of Parties**

Terms capitalized and not defined in this document shall have the meaning assigned to them in the Webfleet Terms and Conditions. In the course of providing the WEBFLEET Service and Products to Client in accordance with the Contract, Webfleet Solutions (hereinafter the "Processor"), may process certain Personal Data of individuals ("Data Subjects") on behalf of the Customer (hereinafter the "Controller").

**Data exporter(s):** *[Identity and contact details of the data exporter(s), and, where applicable, of its/their data protection officer and/or representative in the European Union]*

<b>Name:</b>	<b>Bridgestone Mobility Solutions B.V.</b>
<b>Address:</b>	Beethovenstraat 503, 1083 HK Amsterdam, The Netherlands
<b>Contact person (Name, position and contact details):</b>	Mr. Civitas Hall Digital Trust Manager & DPO <a href="mailto:digitaltrust@webfleet.com">digitaltrust@webfleet.com</a>
<b>Activities relevant to the data transferred under these Clauses:</b>	<b>Data Processor of personal data related to non-EU natural persons for the purpose of fulfilling a contractual obligation to the Data Importer (Fleet Management and Mobility solutions)</b>
<b>Accession Date:</b>	
<b>Signature:</b>	

**Data importer(s):** [Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]  
1.

<b>Name:</b>	
<b>Address:</b>	
<b>Contact person (Name, position and contact details):</b>	
<b>Accession Date:</b>	
<b>Signature:</b>	

2.

<b>Name:</b>	<b>Bridgestone Middle East &amp; Africa FZE</b>
<b>Address:</b>	<b>P.O. Box 16813, Tower B Building, 17th Floor, JAFZA ONE, Jebel Ali, Dubai, UAE</b>
<b>Contact person (Name, position and contact details):</b>	<b>privacy@bridgestone.ae</b>
<b>Accession Date:</b>	
<b>Signature:</b>	

**B / Description of the processing**

<b>Categories of data subjects whose personal data is processed</b>	<b>Subjects:</b> Drivers Users of the WEBFLEET Service, accessible via the internet at <a href="http://www.webfleet.com">www.webfleet.com</a>			
<b>Categories &amp; Duration of personal data processed</b>	<b>User Managed data and created content:</b>			
	<b>Data</b>	<b>Description</b>	<b>Retention Time</b>	
	<b>Addresses</b>	Geolocation data, shipping addresses, way points and EV charging station locations used by fleet managers	90 days	1,4
	<b>Administrator Data</b>	Administrator name, email address, IP address, phone number (if provided)		1
<b>Areas</b>	Geo-zone definitions to determine areas of wanted or un-wanted vehicle position	1		
<b>Product</b>				



<b>Driver Data</b>	Driver name, address, email address, license and contact data		1
<b>Fleet and Vehicle Departure Time</b>	Planned departure time on a fleet or vehicle level		4
<b>Orders</b>	Job data for drivers		1
<b>Routes</b>	Pre-defined driving routes, order destinations, planned routes on driver terminals		1
<b>Text Messages</b>	Messages exchanged between fleet manager and driver through driver terminals		1
<b>User tag</b>	User tag/RFID card to use EV charging station		4
<b>Vehicle data</b>	Individual vehicle specifications, geolocation and sensor data, additional telematics data including registration, VIN or license plate, distance travelled, driving time, time of day, vehicle and engine speed, engine load and temperature, trailer data, camera footage (inwards and outwards), tyre pressure, driving behaviour, braking / cornering / acceleration manoeuvres, battery voltage, accident data protocols for 45 seconds before and 15 seconds after an accident; vehicle devices, sensors, service-related diagnostic data, tachograph data. The processing of additional data depends on whether these data types have been made accessible by the Controller to the Processor, based on the type of subscription selected		1

**Transactional Data:**

Data	Description	Retention Time	Product
<b>Acceleration (lateral)</b>	Events of harsh breaking, cornering, and racing starts	90 days	1
<b>CAN/OBD data</b>	Signals from a vehicle's Controller Area Network (CAN) or on-board diagnostics (OBD) interface as malfunction indicators, maintenance prediction, door monitoring, fuel level etc.		1
<b>Detailed position messages (tracks)</b>	Current / Historical location of a vehicle		1,2
<b>Ignition Changes</b>	If and when ignition is switched on and off		1,2
<b>Momentary odometer and fuel level</b>	The current odometer and fuel level		1,2
<b>Tachograph data</b>	Driver working hours for goods vehicles and passenger carrying vehicles gathered by digital tachographs		2 full years + current year
<b>Tips and trip position data including time stamp</b>	Registration of trip start and trip end location and time only – no detailed route	1,2	

<b>Tracking device monitoring</b>	Vehicle movements with ignition off (towing, theft), power disconnection, shielding of tracking device.	90 days	1
<b>Trip fuel and energy consumption</b>	Fuel and/or energy consumption during a trip	2 full years + current year	1,2,5
<b>Trip odometer</b>	Distance driven during a trip		1,2
<b>Trouble codes</b>	Malfunction indicators taken from FMS bus of heavy goods vehicles or OBD	90 days	1
<b>Unique EV Battery ID</b>	Unique ID related to the EV vehicle for mapping to the battery analytics. This ID masks the identity of the vehicle towards the third party	2 full years + current year	5
<b>Video / Camera Data</b>	<p>Road facing video footage: cannot be disconnected.</p> <p>Driver facing video footage: can be disconnected via camera menu or via Webfleet (or via lens covering accessory)</p> <p>2 Minute video blocks stored on SD card in the camera from front and driver view as well as each connected AUX lens. In Webfleet, only video footage based on the following event triggers are available:</p> <ul style="list-style-type: none"> <li>• Driving events (harsh braking, harsh steering) above level 3 severity</li> <li>• Crash events</li> <li>• Driver facing AI: distracted driver, mobile phone, smoking, food/drink, seatbelt</li> </ul> <p>Road facing AI: following distance to object</p>	<p>90 days</p> <p>Configurable on camera from 4 minutes to unlimited</p>	3
<b>VIN Number</b>	17-character unique identifier for a vehicle which displays the car's unique features, specifications and manufacturer which can be used to track recalls, registrations, warranty claims, thefts and insurance coverage as well as map a vehicle to a particular owner or data subject	2 full years + current year	1,2

**Aggregated data:**

<b>Data</b>	<b>Description</b>	<b>Retention Time</b>	<b>Product</b>
<b>Driver Statistics</b>	Driver behaviour aggregated over time	2 full years + current year	1
<b>Driving events (if applicable)</b>	Driving behaviour above the threshold of normal driving	90 days	1,2
<b>Fuel cards</b>	Fuel purchases with fuel payment cards	2 full years + current year	1
<b>KPIs</b>	Aggregated driving and behaviour indicators used in the OptiDrive score		1
<b>Logbook</b>	Driver's logbook		1
<b>Reports</b>	Configurable reports with the ability to combine all data mentioned above, which needs to be set up by the account administrator	30 days up to 36 months depending on the setup by the account	1,2

		administrator although reasonable defaults apply	
<b>Speed and speeding events (if applicable)</b>	Current speed compared with local speed limit from map data	90 Days	1,2
<b>Vehicle statistics</b>	Driving events and carbon footprint data aggregated over time	2 full years + current year	1
<b>Work time statistics</b>	Driver/co-driver check in/out		1

**Product / Service List:**  
**1. Webfleet and LINK devices**  
**2. OEM.Connect**  
**3. Dashcam**  
**4. EV Smart Charging**  
**5. EV Battery Analytics**

*Please note that client may request deletion of data that has been processed on your behalf by contacting our technical support team via phone and/or email.*

*Data collected for the purpose of fiscal trip reporting or working time reporting, such as tachograph management, may be subject to other relevant legislation. Data controller has the responsibility to determine whether this legislation may prevent controller engaging in data erasure.*

### C. COMPETENT SUPERVISORY AUTHORITY

The Dutch Data Protection Authority (*Autoriteit Persoonsgegevens*) has been appointed by law as the supervisory data protection authority and supervises compliance with the GDPR and the Implementation Act.

The Dutch Data Protection Authority's contact details are as follows:

*Autoriteit Persoonsgegevens*  
*Postbus 93374*  
*2509 AJ DEN HAAG*

Telephone number: (+31) - (0)70 - 888 85 00

autoriteitpersoonsgegevens.nl

**ANNEX II / Technical and organisational measures to ensure the security of the data**

Processor maintains an ISO/IEC 27001 certification which covers the below technical and organizational measures and is available upon request.

<p><b>Confidentiality</b> Art.32 (1) (b) GDPR</p>	<p><b>(i) Access control (building   offices   data centre)</b> <b>Prevent unauthorized access to data processing systems where personal data is processed:</b></p>	
	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Alarm system</li> <li><input checked="" type="checkbox"/> Automatic access control system</li> <li><input checked="" type="checkbox"/> Photoelectric sensors / Movement detectors</li> <li><input checked="" type="checkbox"/> Key Management (Issuance of keys, etc.)</li> <li><input checked="" type="checkbox"/> Logging of visitors</li> <li><input checked="" type="checkbox"/> Careful selection of security guards</li> <li><input checked="" type="checkbox"/> Protection of building shafts</li> <li><input checked="" type="checkbox"/> Chip card / Transponder locking system</li> <li><input checked="" type="checkbox"/> Manual locking system (Limited usage for key employees to be used in the event of a failure in the access control systems)</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> CCTV at entry points (office and data centres)</li> <li><input checked="" type="checkbox"/> Security locks</li> <li><input checked="" type="checkbox"/> Visitor management at reception desks</li> <li><input checked="" type="checkbox"/> Careful selection of cleaning staff</li> <li><input checked="" type="checkbox"/> Visible wearing of access badges mandatory</li> <li><input checked="" type="checkbox"/> A separate, specific, and documented access control for data centres and server rooms for authorized persons is implemented. Access by authorized persons is documented by name and card or token number. For the data centres, separate access control systems are implemented</li> </ul>
	<p><b>(ii) Access control (systems)</b> <b>Prevent unauthorized use of data processing systems:</b></p>	
	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Assignment of user rights</li> <li><input checked="" type="checkbox"/> Assignment of passwords</li> <li><input checked="" type="checkbox"/> Authentication with username / password</li> <li><input checked="" type="checkbox"/> Use of Intrusion-Prevention-Systems</li> <li><input checked="" type="checkbox"/> Use of Hardware Firewalls</li> <li><input checked="" type="checkbox"/> Creation of user profiles</li> <li><input checked="" type="checkbox"/> Additional measures: web-application firewalls, regular vulnerability scans, regular penetration testing, patch management, minimum requirements for password complexity and forced password changes, use of virus scanners</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Assignment of user profiles to IT systems</li> <li><input checked="" type="checkbox"/> Use of VPN Technology</li> <li><input checked="" type="checkbox"/> Encryption of mobile storage media</li> <li><input checked="" type="checkbox"/> Use of central smartphone administration (for example: remote wiping of smartphone)</li> <li><input checked="" type="checkbox"/> Disk encryption on laptops / notebooks</li> <li><input checked="" type="checkbox"/> Use of a software firewall (office clients)</li> </ul>
<p><b>(iii) Access control (data)</b> <b>Ensure that authorised users of a data processing system may only access the data for which they authorised, and (ii) prevent personal data from being read while the data is in use, in motion, or at rest without authorisation:</b></p>		
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Creation of an authorization concept</li> <li><input checked="" type="checkbox"/> Number of administrators reduced to “absolute necessary”</li> <li><input checked="" type="checkbox"/> Logging of application access, especially during the entry, modification, and deletion of data</li> <li><input checked="" type="checkbox"/> Secure media sanitization before re-use</li> <li><input checked="" type="checkbox"/> Use of shredders or services (if possible, with privacy seal)</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Disk encryption (backup tapes for off-site storage, laptops)</li> <li><input checked="" type="checkbox"/> Management of rights by system administrators</li> <li><input checked="" type="checkbox"/> Password policy including password length, password change management</li> <li><input checked="" type="checkbox"/> Secure storage of data carriers</li> <li><input checked="" type="checkbox"/> Logging of secure media destruction</li> <li><input checked="" type="checkbox"/> Compliant destruction of data media (DIN 66399)</li> </ul>	
<p><b>(iv) Segregated processing</b> <b>Ensure that data which is collected for different purposes can be processed separately:</b></p>		
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Creation of an authorisation concept</li> <li><input checked="" type="checkbox"/> Provision of records with purpose attributes / data fields</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Logical client separation (in software)</li> <li><input checked="" type="checkbox"/> In pseudonymous data: the separation of the mapping file and storage on a separate secured IT</li> </ul>	

	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Approved and documented database rights system</li> <li><input checked="" type="checkbox"/> Separation of production and test systems</li> </ul>				
<p><b>Integrity</b> <b>Art.32 (1) (b) GDPR</b></p>	<p><b>(i) Transfer control</b> to ensure that personal data cannot be read, copied, or modified during electronic transmission or during transportation or storage to disk. Additionally, to control and determine to which bodies that the transfer of personal data provided by data communication equipment is allowed:</p> <table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top; width: 50%;"> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Creation of dedicated lines or VPN tunnels</li> <li><input checked="" type="checkbox"/> Documentation of recipients of data and the time periods for the provision of data including agreed deletion times</li> <li><input checked="" type="checkbox"/> During physical transport, careful selection of transport personnel and vehicles (tape off-site storage)</li> <li><input checked="" type="checkbox"/> Disk encryption (backup tapes for off-site storage)</li> </ul> </td> <td style="vertical-align: top; width: 50%;"> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Disclosure of data in anonymous or pseudonymous form</li> <li><input checked="" type="checkbox"/> Creation of an overview of regular request and delivery operations</li> <li><input checked="" type="checkbox"/> During physical transport, secure transport containers / packaging (tape off-site storage)</li> <li><input checked="" type="checkbox"/> TLS encryption of all communications (Web-Client, APIs, mobile Apps)</li> </ul> </td> </tr> </table> <p><b>(ii) Input control</b> to ensure, subsequently control and determine, if and by whom personal data has been entered, changed, or removed on data processing systems:</p> <table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top; width: 50%;"> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Logging of input, modification, and deletion of data</li> <li><input checked="" type="checkbox"/> Traceability of input, modification, and deletion of data by individual usernames (not user groups)</li> <li><input checked="" type="checkbox"/> Granting of rights for the input, modification or the deletion of data based on an authorization concept</li> </ul> </td> <td style="vertical-align: top; width: 50%;"> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Creation of an overview of which applications are permitted to input, modify, or delete which data</li> <li><input checked="" type="checkbox"/> Storage of forms, through which data has been acquired during automated processing</li> </ul> </td> </tr> </table>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Creation of dedicated lines or VPN tunnels</li> <li><input checked="" type="checkbox"/> Documentation of recipients of data and the time periods for the provision of data including agreed deletion times</li> <li><input checked="" type="checkbox"/> During physical transport, careful selection of transport personnel and vehicles (tape off-site storage)</li> <li><input checked="" type="checkbox"/> Disk encryption (backup tapes for off-site storage)</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Disclosure of data in anonymous or pseudonymous form</li> <li><input checked="" type="checkbox"/> Creation of an overview of regular request and delivery operations</li> <li><input checked="" type="checkbox"/> During physical transport, secure transport containers / packaging (tape off-site storage)</li> <li><input checked="" type="checkbox"/> TLS encryption of all communications (Web-Client, APIs, mobile Apps)</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Logging of input, modification, and deletion of data</li> <li><input checked="" type="checkbox"/> Traceability of input, modification, and deletion of data by individual usernames (not user groups)</li> <li><input checked="" type="checkbox"/> Granting of rights for the input, modification or the deletion of data based on an authorization concept</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Creation of an overview of which applications are permitted to input, modify, or delete which data</li> <li><input checked="" type="checkbox"/> Storage of forms, through which data has been acquired during automated processing</li> </ul>
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Creation of dedicated lines or VPN tunnels</li> <li><input checked="" type="checkbox"/> Documentation of recipients of data and the time periods for the provision of data including agreed deletion times</li> <li><input checked="" type="checkbox"/> During physical transport, careful selection of transport personnel and vehicles (tape off-site storage)</li> <li><input checked="" type="checkbox"/> Disk encryption (backup tapes for off-site storage)</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Disclosure of data in anonymous or pseudonymous form</li> <li><input checked="" type="checkbox"/> Creation of an overview of regular request and delivery operations</li> <li><input checked="" type="checkbox"/> During physical transport, secure transport containers / packaging (tape off-site storage)</li> <li><input checked="" type="checkbox"/> TLS encryption of all communications (Web-Client, APIs, mobile Apps)</li> </ul>				
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Logging of input, modification, and deletion of data</li> <li><input checked="" type="checkbox"/> Traceability of input, modification, and deletion of data by individual usernames (not user groups)</li> <li><input checked="" type="checkbox"/> Granting of rights for the input, modification or the deletion of data based on an authorization concept</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Creation of an overview of which applications are permitted to input, modify, or delete which data</li> <li><input checked="" type="checkbox"/> Storage of forms, through which data has been acquired during automated processing</li> </ul>				
<p><b>Availability and Resilience</b> <b>Art.32 (1) (b) GDPR</b></p>	<p><b>(i) Availability Control</b> to ensure that personal data is protected against accidental destruction or loss:</p> <table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top; width: 50%;"> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Uninterruptible power supplies (UPS)</li> <li><input checked="" type="checkbox"/> Devices for monitoring temperature and humidity in server rooms</li> <li><input checked="" type="checkbox"/> Fire and smoke detection systems</li> <li><input checked="" type="checkbox"/> Alarm when unauthorised entry to server rooms is detected</li> <li><input checked="" type="checkbox"/> Testing of data recovery</li> <li><input checked="" type="checkbox"/> Secure off-site storage of data backups</li> <li><input checked="" type="checkbox"/> In flood areas: server rooms above the water border</li> </ul> </td> <td style="vertical-align: top; width: 50%;"> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Air conditioning in server rooms</li> <li><input checked="" type="checkbox"/> Protection power strips in server rooms</li> <li><input checked="" type="checkbox"/> Fire extinguishers in server rooms</li> <li><input checked="" type="checkbox"/> Creation of a backup &amp; recovery concept</li> <li><input checked="" type="checkbox"/> Prepare an emergency response plan</li> <li><input checked="" type="checkbox"/> Server rooms not located under sanitary installations</li> <li><input checked="" type="checkbox"/> Two data centres in Germany in an active/active configuration to support resiliency</li> </ul> </td> </tr> </table>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Uninterruptible power supplies (UPS)</li> <li><input checked="" type="checkbox"/> Devices for monitoring temperature and humidity in server rooms</li> <li><input checked="" type="checkbox"/> Fire and smoke detection systems</li> <li><input checked="" type="checkbox"/> Alarm when unauthorised entry to server rooms is detected</li> <li><input checked="" type="checkbox"/> Testing of data recovery</li> <li><input checked="" type="checkbox"/> Secure off-site storage of data backups</li> <li><input checked="" type="checkbox"/> In flood areas: server rooms above the water border</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Air conditioning in server rooms</li> <li><input checked="" type="checkbox"/> Protection power strips in server rooms</li> <li><input checked="" type="checkbox"/> Fire extinguishers in server rooms</li> <li><input checked="" type="checkbox"/> Creation of a backup &amp; recovery concept</li> <li><input checked="" type="checkbox"/> Prepare an emergency response plan</li> <li><input checked="" type="checkbox"/> Server rooms not located under sanitary installations</li> <li><input checked="" type="checkbox"/> Two data centres in Germany in an active/active configuration to support resiliency</li> </ul>		
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Uninterruptible power supplies (UPS)</li> <li><input checked="" type="checkbox"/> Devices for monitoring temperature and humidity in server rooms</li> <li><input checked="" type="checkbox"/> Fire and smoke detection systems</li> <li><input checked="" type="checkbox"/> Alarm when unauthorised entry to server rooms is detected</li> <li><input checked="" type="checkbox"/> Testing of data recovery</li> <li><input checked="" type="checkbox"/> Secure off-site storage of data backups</li> <li><input checked="" type="checkbox"/> In flood areas: server rooms above the water border</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Air conditioning in server rooms</li> <li><input checked="" type="checkbox"/> Protection power strips in server rooms</li> <li><input checked="" type="checkbox"/> Fire extinguishers in server rooms</li> <li><input checked="" type="checkbox"/> Creation of a backup &amp; recovery concept</li> <li><input checked="" type="checkbox"/> Prepare an emergency response plan</li> <li><input checked="" type="checkbox"/> Server rooms not located under sanitary installations</li> <li><input checked="" type="checkbox"/> Two data centres in Germany in an active/active configuration to support resiliency</li> </ul>				
<p><b>Process for regular review, analysis, and evaluation</b> <b>Art.32 (1) (d);</b> <b>Art.25 (1) GDPR</b></p>	<p><b>(i) Order control</b> to ensure that personal data, which is processed on behalf of a Controller, shall only be processed as instructed by the Controller:</p> <table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top; width: 50%;"> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Contractor selection via history review (in particular data security)</li> <li><input checked="" type="checkbox"/> Written instructions to the contractor (for example, by DPA) (GDPR)</li> <li><input checked="" type="checkbox"/> To the extent required: ensure contractors have appointed Data Protection Officers</li> <li><input checked="" type="checkbox"/> Effective control rights over data processors have been agreed</li> <li><input checked="" type="checkbox"/> Data Protection Management (ISMS)</li> </ul> </td> <td style="vertical-align: top; width: 50%;"> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Prior examination of the documentation and the security measures taken by the contractor</li> <li><input checked="" type="checkbox"/> Obligation of the contractor's employees to maintain data confidentiality (GDPR)</li> <li><input checked="" type="checkbox"/> Ensure the secure destruction of data after termination of the contract</li> <li><input checked="" type="checkbox"/> Continual review of contractors and their activities</li> <li><input checked="" type="checkbox"/> Incident Response Management</li> <li><input checked="" type="checkbox"/> Data Protection by Design and Default (Art.25 (2) GDPR)</li> </ul> </td> </tr> </table>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Contractor selection via history review (in particular data security)</li> <li><input checked="" type="checkbox"/> Written instructions to the contractor (for example, by DPA) (GDPR)</li> <li><input checked="" type="checkbox"/> To the extent required: ensure contractors have appointed Data Protection Officers</li> <li><input checked="" type="checkbox"/> Effective control rights over data processors have been agreed</li> <li><input checked="" type="checkbox"/> Data Protection Management (ISMS)</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Prior examination of the documentation and the security measures taken by the contractor</li> <li><input checked="" type="checkbox"/> Obligation of the contractor's employees to maintain data confidentiality (GDPR)</li> <li><input checked="" type="checkbox"/> Ensure the secure destruction of data after termination of the contract</li> <li><input checked="" type="checkbox"/> Continual review of contractors and their activities</li> <li><input checked="" type="checkbox"/> Incident Response Management</li> <li><input checked="" type="checkbox"/> Data Protection by Design and Default (Art.25 (2) GDPR)</li> </ul>		
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Contractor selection via history review (in particular data security)</li> <li><input checked="" type="checkbox"/> Written instructions to the contractor (for example, by DPA) (GDPR)</li> <li><input checked="" type="checkbox"/> To the extent required: ensure contractors have appointed Data Protection Officers</li> <li><input checked="" type="checkbox"/> Effective control rights over data processors have been agreed</li> <li><input checked="" type="checkbox"/> Data Protection Management (ISMS)</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Prior examination of the documentation and the security measures taken by the contractor</li> <li><input checked="" type="checkbox"/> Obligation of the contractor's employees to maintain data confidentiality (GDPR)</li> <li><input checked="" type="checkbox"/> Ensure the secure destruction of data after termination of the contract</li> <li><input checked="" type="checkbox"/> Continual review of contractors and their activities</li> <li><input checked="" type="checkbox"/> Incident Response Management</li> <li><input checked="" type="checkbox"/> Data Protection by Design and Default (Art.25 (2) GDPR)</li> </ul>				

### Annex III / Webfleet List of Sub-processors

The controller has authorised by way of General Authorisation, the use of the following sub-processors:

Company	Location	Services	Applicable Product / Service
<b>** Bayerische Motoren Werke Aktiengesellschaft (BMW)</b>	Lehring 130, 80788 Munich, Germany	Provision of API data regarding their BMW Group vehicles (BMW, MINI) to Bridgestone Mobility Solutions B.V. and its affiliates, in order to allow the provision of the WEBFLEET Service to its customers.	2
<b>BIA Power Grid, S.L.</b>	Po de Gracia 50, 08007 Barcelona, Spain	Provision of API data regarding EV charging stations (customer owned / private) to Bridgestone Mobility Solutions B.V. and its affiliates, as part of the provision of the EV Charging Service for WEBFLEET customers	4
<b>DAKO Systemtechnik und Service GmbH &amp; Co. KG</b>	Iseler Str. 7-11, 47 Jena, Germany	WEBFLEET Tachograph Manager	1
<b>Ford Smart Mobility U.K. Limited</b>	Business Unit 2, Broadcast Centre, Here East, Queen Elizabeth Olympic Park, Stratford, London, England, E20 3BS	Provision of API data regarding Ford branded vehicles to Bridgestone Mobility Solutions B.V. and its affiliates, in order to allow the provision of the WEBFLEET Service to its customers.	2
<b>Lytix, INC.</b>	Midsummer Blvd, Milton Keynes MK9 1BP, United Kingdom; and HaMada Street 7, Yokne'am Illit, Israel	Various related services (hardware & software), including customer support. Lytix uses the following sub-processors: Amazon Web Services EMEA SRL (Hosting)   38 Avenue John F. Kennedy, L-1855, Luxembourg Logz.io UK Limited (data monitoring)   37 Broadhurst Gardens, London, United Kingdom, NW6 3QT	3
<b>Mercedes-Benz Connectivity Services GmbH</b>	Industriestrasse 19 -21 55 Stuttgart, Germany	Provision of API data regarding their Mercedes-Benz Group vehicles to Bridgestone Mobility Solutions B.V. and its affiliates, in order to allow the provision of the WEBFLEET Service to its customers.	2
<b>Mobilisights S.p.A.</b>	Piazza 86 35 Torino TO, Italy	Provision of API data regarding their Mobilisights Group vehicles to Bridgestone Mobility Solutions B.V. and its affiliates, in order to allow the provision of the WEBFLEET Service to its customers.	2
<b>Renault S.A.S.</b>	1-122bis Avenue de Général Leclerc 95 Boulogne-Billancourt, France	Provision of API data regarding their Renault S.A.S. Group vehicles to Bridgestone Mobility Solutions B.V. and its affiliates, in order to allow the provision of the WEBFLEET Service to its customers.	2
<b>TomTom International B.V.</b>	Willemskade 154 1105 AC Amsterdam, The Netherlands	For customers who have subscribed to the WEBFLEET service, these services sub-contracted by Processor will be provided by TomTom International as a strategic partner. Services include traffic, security cameras, local search, road condition services, weather information and fuel pricing.	1
<b>Volytica Diagnostics GmbH</b>	Industriestrasse 18, 01097 Dresden, Germany	Provision of HV Battery analytics data including state of battery state of health, predictions, and other statistical values. A unique ID is shared via API to this vendor to mask the identity of the data subject or vehicle	5
<b>Webfleet Solutions Development Germany GmbH</b>	Industriestrasse 22, 04103 Leipzig, Germany	ISO 27001 certified technology hub which includes Information Technology, Secure Software Development, and the collocated data centres in conjunction with the WEBFLEET Telematics Service Platform provided to the Bridgestone Mobility Solutions B.V.	1,2,3,4,5

\* Product / Service List:  
1: Webfleet and LINK devices

2. OEM.Connect
3. Dashcam
4. EV Smart Charging
5. EV Battery Analytics

\*\* If the data is retrieved from a BMW Onboard Unit, the Controller confirms that Processor is acting on its behalf and, on its instructions, and is permitted to receive Telematics Data through BMW FleetData for the purposes set forth herein. Controller acts as independent data controller in the meaning of Article 4 No. 7 GDPR. The Controller may add further vehicles to the Fleet in consultation with BMW and remove existing vehicles from the data reference list. In this case, no prior coordination between BMW and the Processor is required. The Controller will process personal data and ensure to adequately meet its obligations as independent data controller in accordance with applicable data protection law. The Controller is aware of the General Terms and Conditions of Business and Use for BMW FleetData.