

Service Schedule to Webfleet Solutions General Terms and Conditions

– WEBFLEET Service Terms

Together with the Webfleet Solutions General Terms and Conditions, the following terms apply to subscriptions to the WEBFLEET Service.

1 – Definitions

“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;

“Fleet”

means the vehicles or assets to be managed via the WEBFLEET Service;

“Telematics Data”

means the data retrieved or captured by the Product, such as the geographical position of the Fleet, trip information, driving behavior, working time, driver’s performance, and any other data, messages and video footage displayed on the WEBFLEET Telematics Service Platform;

“Mobile Communication Services”

means the mobile electronic communication services used for transmitting the Telematics Data;

2 – The WEBFLEET Service

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

2.2 Client may use the WEBFLEET Service in connection with the number of Products set out in the Order Form. If, at any time, the Client wishes to increase the then current number of Products it must notify Webfleet Solutions thereof and sign a separate Contract.

2.3 Client is responsible for: (I) equipping the Fleet with properly working Products and ensuring the contactability of such Products, or allowing a third party to do so; (II) ensuring that has properly functioning browser software and internet access to the WEBFLEET Service of sufficient capacity; and (III) the correct configuration of the WEBFLEET Service.

2.4 Webfleet Solutions does neither warrant 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 Client 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 Webfleet Solutions’ reasonable control, including those circumstances for which the Client will be responsible pursuant to clauses 2.3 and 4 of these WEBFLEET Service Terms.

2.5 Webfleet Solutions 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, Webfleet Solutions collects, compiles, stores and uses, and generally processes aggregated and non-aggregated data and system usage information (the “System Data”). The Client acknowledges and agrees that Webfleet Solutions 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, Webfleet Solutions shall ensure this data is anonymized to such an extent that it no longer qualifies as ‘personal’ data (the “Anonymised Data”).

2.7 The Client grants Webfleet Solutions 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.

3 – User Names and Passwords

3.1 Webfleet Solutions shall provide the Client with the necessary access data, such as account names, Usernames and passwords. For security reasons, the Client 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 Client is responsible and liable for any use of the WEBFLEET Service if the User obtained access to such service via the Client’s access data, even if the Client did not consent to or was unaware of such use, unless such use takes place three (3) working days after Webfleet Solutions has received a written request from the Client to invalidate the User’s access data.

4 – Transmission

Webfleet Solutions will procure the Mobile Communication Services for the transmission of Telematics Data between the Products and the WEBFLEET Telematics Service Platform. The Client acknowledges and agrees that Webfleet Solutions 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 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 Webfleet Solutions will provide the Client with SIM-cards preinstalled in each Product that the Client is licensed to use in connection with the WEBFLEET Service, which the Client 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 Webfleet Solutions is retained by Webfleet Solutions.

5.3 Client shall indemnify, defend and hold Webfleet Solutions and its 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 Client’s use of the SIM-cards provided by Webfleet Solutions is not in conformity with the Contract.

6 – Fair Use Policy

6.1 By accepting these WEBFLEET Service Terms, the Client agrees to be bound by the Fair Use Policy described in this clause 6. Webfleet Solutions’ Fair Use Policy is designed to make sure that the WEBFLEET Service is of great value, high quality and reliable.

6.2 Webfleet Solutions has a Fair Use Policy because at peak times, many Webfleet Solutions Clients use the shared network bandwidth of our WEBFLEET Service. The vast majority of Webfleet Solutions’ Clients use the WEBFLEET Service considerably and their usage levels do not disproportionately affect the shared network capacity. Only a very small number of our Clients 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 Client regularly uses the WEBFLEET Service inappropriately and/or excessively and Webfleet Solutions believes this is affecting the WEBFLEET Service, Webfleet Solutions will notify the Client about this usage and Webfleet Solutions will ask the Client to change or decrease this kind of usage. If the Client continues to use the WEBFLEET Service inappropriately, Webfleet Solutions reserves the right to suspend (a part of) the WEBFLEET Service or unilaterally terminate the Contract by providing written notice thereof to the Client.

6.4 Webfleet Solutions’ Fair Use Policy applies to all Clients but will only affect the Client if the Client is one of the very few Clients who make inappropriate or excessive use of the WEBFLEET Service.

7 – Data Protection

7.1 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. References to “Processor”, “Controller”, “Data Subject” and “Personal Data” shall have the meanings defined in the Data Protection Laws.

7.2 Without prejudice to the generality of clause 7.1 of these WEBFLEET Service Terms, the Client 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 Webfleet Solutions for the duration and purposes of the Contract.

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

- 7.3.1. comply with the obligations of a Processor under the Data Protection Laws;
- 7.3.2. process the Personal Data only on the written instructions from the Client when processing Personal Data provided to it under the Contract, unless Webfleet Solutions is required to do so by the laws of a Member State or by the laws of the European Union (“Applicable Law”) in which case Webfleet Solutions shall inform the Client of that legal requirement before processing, unless Applicable Law prohibit such notification to the Client;
- 7.3.3. comply with the Client’s instructions in relation to the processing of Personal Data as such instructions are given and varied from time to time by the Client;
- 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 Client 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. not transfer any Personal Data outside the European Economic Area to a third country that does not ensure an adequate level of protection as defined in article 45 (1) GDPR without the Client’s prior written consent.
- 7.3.7. notify the Client if it receives any complaint, notice or communication that relates directly or indirectly to the processing of Personal Data under the Contract, provide full co-operation and assistance in relation to any such complaint, notice or communication;
- 7.3.8. notify the Client without undue delay and no later than within 5 days if it receives a request from a Data Subject for access to that person’s Personal Data and it shall provide the Client, at the Client’s cost, with full co-operation and assistance in responding to any request from a Data Subject;
- 7.3.9. maintain complete and accurate records and information to demonstrate its compliance with this clause 7.3 and allow the Client and its authorized representatives to audit compliance by Webfleet Solutions or by its subcontractors with Webfleet Solutions’ obligations to the Client under the Contract in connection with its processing of Personal Data as a Processor; and
- 7.3.10. notify the Client without undue delay after becoming aware of a Personal Data breach;
- 7.3.11. at the written direction of the Client, delete Personal Data and copies thereof to the Client on termination of the Contract unless required by Applicable Law to retain the Personal Data.

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

7.5 The Client shall have the right to obtain information from Webfleet Solutions, 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 Client will respond to enquiries from Data Subjects and relevant supervisory authority concerning the processing of Personal Data by Webfleet Solutions.

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

7.8 If Webfleet Solutions 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 Client prior to making any decision on the processing of said data or information.

7.9 The Client 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 Client. The Client 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).