

## **Volvo Connect My Business Apps**

Customer agrees to enter into this My Business Apps Agreement (the "Agreement") with:

**Volvo Polska Ltd** with its registered office in Wrocław, Mydlana 2a Street, entered into the register of entrepreneurs under KRS 0000015750, whose registration files are kept by the District Court for Wrocław Fabryczna in Wrocław, VI Commercial Division of the National Court Register, with a share capital of PLN 34,114,000, NIP 8951009619, correspondence address: Volvo Polska Ltd, Trucks, Al. Katowicka 215, 05-831 Młochów) (hereinafter referred to as **VOLVO TRUCKS** in this Agreement)

### **Subject of the Agreement**

Subject to the terms and conditions of this Agreement and upon payment by Customer of the price and other charges set forth in this Agreement, **VOLVO TRUCKS** will provide the described services for the vehicle(s) indicated by Customer on the Volvo Connect platform ("**Vehicle**").

### **My Business Apps Services**

**VOLVO TRUCKS CORPORATION** provides a platform for downloading, installing and using business applications in the infotainment system of vehicles manufactured by **VOLVO TRUCKS CORPORATION**. ("**My Business Apps Services**"). My Business Apps services include data transmission via a telematics gateway. You can register and access My Business Apps via Volvo Connect, where you can find downloadable apps for your vehicle. Some apps may require a user account and a separate payment plan with the service provider. Some apps may require additional sensors, gates or hardware to provide full functionality that are not part of My Business Apps. Availability of individual apps may vary over time and **VOLVO TRUCKS CORPORATION** and **VOLVO TRUCKS** cannot guarantee that an app will continue to be available on the platform. Support for the management of the applications in Volvo Connect and in the truck is provided by **VOLVO TRUCKS** and **VOLVO TRUCKS CORPORATION**, while each application is operated by the respective service provider and the respective service provider is fully responsible for the functioning and content of each such application.

This Agreement applies to Customers' use of My Business Apps as a platform service only, and My Business Apps Services do not include any specific services provided in the applications.

**VOLVO TRUCKS** and **VOLVO TRUCKS CORPORATION** may make any changes to the provision of the My Business Apps Services that are required to comply with applicable safety requirements, statutory or regulatory requirements, or added features that do not materially affect the quality or performance of the My Business Apps Services.

### **My Business Apps price**

The Customer shall pay for the Service the price in accordance with the relevant arrangements with **VOLVO TRUCKS**:

- a) either as a prepayment for a fixed period paid in advance, or
- b) as monthly payments by invoice

All payments to be made by the Client under the Agreement shall be made in full, without any deductions, restrictions or conditions and without deduction for any counterclaims.

The price for the Services will be the price shown in the Volvo Connect Digital Services Store (<https://volvoconnect.com/digitalservices/store>, which may be updated by Volvo from time to time with the expiry date of the new prices) and, where applicable, less the discount agreed between the Customer and **VOLVO TRUCKS** on a case-by-case basis.

In addition to the Price for the Services, Customer shall pay the price for software and/or hardware

updates necessary for the operation of the Services, including but not limited to telecommunications equipment.

The Client is obliged to pay the invoice for the Services within 14 days from the date of its issue.

If any amount due under the Agreement is not paid on time, then, without prejudice to VOLVO TRUCKS' other rights under the Agreement, Customer shall be charged interest from the due date until the date of payment in full, both before and after any award, at a rate equal to the three-month Stockholm Interbank Offered Rate (STIBOR).

If the Customer is in arrears of two invoices for the Volvo Connect Services, Volvo Trucks reserves the right to suspend the Services for the Customer's vehicles until all amounts due from the use of the Services have been settled.

### **Systems**

Customer is aware that vehicles manufactured, supplied or sold by a Volvo Group company are equipped with one or more systems that may collect and store information about the vehicle ("**Information Systems**"), including but not limited to information relating to the condition and performance of the vehicle and information relating to its operation (collectively, "**Vehicle Data**"). The Client undertakes not to interfere in any way with the operation of the IT System.

Notwithstanding any termination or expiration of this Agreement, Customer acknowledges and agrees that VOLVO TRUCKS (and VOLVO TRUCKS CORPORATION) may: (i) access the Information Systems (including remotely) at any time; (ii) collect Vehicle Data; (iii) store the Vehicle Data in Volvo Group's systems; (iv) use the Vehicle Data to provide services to the Customer, as well as for its own internal and other legitimate business purposes; and (v) share Vehicle Data within the Volvo Group and selected third parties.

Customer shall ensure that all drivers or other persons authorized by Customer to operate the vehicles: (i) are aware that personal data concerning them may be collected, stored, used, shared or otherwise processed by VOLVO TRUCKS; and (ii) receive a link to or a copy of the relevant Volvo Group privacy notice (available at <https://www.volvogroup.com/en-en/privacy.html>).

Customer agrees to notify VOLVO TRUCKS in writing if it sells or otherwise transfers ownership of the Vehicle to a third party.

### **Data Management Agreement**

Customer acknowledges that the Data Management Agreement, which is Appendix 1 to this Agreement and available at <http://tsadp.volvotrucks.com/>, is an integral part of this Agreement and agrees that the terms of this Agreement apply to any data processing under this Agreement.

### **Term and termination**

The term of this Agreement starts on the date Customer registers for the Service on Volvo Connect.

The contract will continue until the Customer deregisters the Service on Volvo Connect. The contract expires at the end of the calendar month in which the deregistration was made.

VOLVO TRUCKS may terminate the Agreement with immediate effect if Customer materially breaches the Agreement or if Customer is found to be insolvent, if insolvency proceedings are commenced against Customer, if Customer enters into any arrangement with its creditors or if any other agreement or situation with similar effect arises, or VOLVO TRUCKS may terminate the Agreement at any time with six months' notice.

Customer's failure to pay any amount due under this Agreement constitutes a fundamental and flagrant breach of the Agreement which entitles VOLVO TRUCKS to terminate this Agreement with immediate effect.

Termination on any basis shall not affect any rights, obligations or liabilities of Customer or VOLVO TRUCKS acquired or undertaken prior to termination. Terms that may be in effect expressly or

implicitly after termination of the Agreement shall survive termination.

Upon termination of the Agreement for any reason, Customer shall not be entitled to a refund of any amounts paid under this Agreement and Customer shall immediately pay VOLVO TRUCKS any amounts due under this Agreement.

To benefit from the prepaid period, the Service must be accepted and activated on the Volvo Connect platform within one year from the date of the invoice for the prepaid period. The prepaid period starts on the first day of the month after the Service is activated on Volvo Connect. During the prepaid subscription period, the subscription fees for the Service to the customer will not be invoiced.

If the Client ceases to use the Service within the prepaid period, no refunds will be made either.

#### **General Obligations and Obligations of the Client**

Customer shall ensure that any employee or other person operating the Vehicle or using the My Business Apps Services complies with this Agreement and any instructions and recommendations contained in the Volvo Connect Terms of Use and the guidelines for users of the Services made by VOLVO TRUCKS or VOLVO TRUCKS CORPORATION.

You warrant that you own or otherwise have the right to dispose of the Vehicle and that you will not download the application for any other vehicle.

#### **Limitations of liability**

The following provisions of this section reflect the scope of the Agreement and the price of the My Business Services Apps. Ca maximum liability of VOLVO TRUCKS (and VOLVO TRUCKS CORPORATION) arising under this Agreement for claims brought in each calendar quarter (whether in contract, tort, negligence, statute, restitution or otherwise) shall not exceed 100% of the amount paid by Customer under the Agreement in a calendar quarter; in which the claim was made.

VOLVO TRUCKS (or VOLVO TRUCKS CORPORATION) shall not be liable (whether in contract, tort, negligence, statute or otherwise) for any loss of profits or transactions, wasted management time, or for the costs of reconstruction or retrieval, whether such loss arises directly or indirectly, and whether VOLVO TRUCKS (and VOLVO TRUCKS CORPORATION) was aware of such possibility, consequential, consequential or indirect damages.

VOLVO TRUCKS (and VOLVO TRUCKS CORPORATION) hereby excludes, to the fullest extent permissible by law, all conditions, warranties and conditions, express (other than set forth in this Agreement) or implied, statutory, customary or otherwise, which, if not for such exclusion, would have or could have inferred to Customer's benefit. Warranty for physical defects is excluded. In addition, VOLVO TRUCKS (and VOLVO TRUCKS CORPORATION) hereby excludes any liability for claims arising from the services and products provided by each application service provider, and such service provider assumes full responsibility for the operation and content of any such application in accordance with its terms of use. VOLVO TRUCKS shall not be considered an agent, reseller or any other representative of the application provider.

#### **Force majeure**

VOLVO TRUCKS (or VOLVO TRUCKS CORPORATION) shall not be liable to Customer for any failure or delay, or for the consequences of any failure or delay in the performance of the Agreement, if this occurs as a result of any event beyond the reasonable control and intent of VOLVO TRUCKS (or VOLVO TRUCKS CORPORATION), including but not limited to: events on the part of third party service providers (including but not limited to mobile network operators), natural disasters, war, industry disputes, protests, fire, storm, explosion, terrorist act and national emergencies. VOLVO TRUCKS (and VOLVO TRUCKS CORPORATION) shall have the right to a reasonable extension of time to perform

such obligations.

### **Notifications**

Any notice of termination of this Agreement by VOLVO TRUCKS will be sent to the Customer's email address registered on Volvo Connect.

Any other notices to VOLVO TRUCKS in connection with this Agreement shall be deemed duly given when posted on the Volvo Connect website.

### **Other**

The time to meet all VOLVO TRUCKS' obligations is not a factor.

If any term or part of this Agreement is found by any court, tribunal, administrative body or body of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be severed from this Agreement to the extent required and shall be ineffective, to the extent possible, without modifying any other provision or part of this Agreement. This will not affect any other provisions of this Agreement, which will remain in full force and effect.

The failure or delay of VOLVO TRUCKS in exercising any right, power or remedy shall not constitute a waiver of such right, nor shall any partial exercise preclude the continued exercise of the same or any other right, power or remedy.

VOLVO TRUCKS may change or amend the terms of this Agreement by giving Customer three months' notice.

The Agreement applies only to the Customer who may not assign, delegate, license, subcontract or manage all or any of his rights or obligations under the Agreement in a fiduciary manner without the prior written consent of VOLVO TRUCKS.

The Agreement contains all terms and conditions that VOLVO TRUCKS and Customer have agreed in connection with the My Business Apps Services and supersedes any prior written or oral agreements, representations or understandings between the parties regarding these My Business Apps Services.

### **Governing Law and Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of Sweden, without regard to its conflict of law provisions.

Any dispute, controversy or claim arising out of or in connection with this Agreement, as well as any breach, termination or invalidity of this Agreement, shall first be referred to mediation in accordance with the Rules of the Mediation Institute of the Stockholm Chamber of Commerce, unless one of the parties disputes such action. If one party objects to the mediation or if the mediation is interrupted, the dispute will be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration proceedings will be conducted in English. The place of arbitration will be Gothenburg, Sweden. However, VOLVO TRUCKS has the right, at its own discretion, to appeal to national courts in cases concerning industrial property rights such as patents, trademarks and industrial secrets.