Tire Monitoring Service - Volvo

The Customer agrees to enter into this Tire Monitoring Service - Volvo agreement (hereinafter referred to as the "**Agreement**")

1. Object of the Agreement

1.1. Subject to the terms and conditions of this Agreement and in consideration of the payment by the Customer of the price and other charges set out herein, VOLVO TRUCKS provides the services described in article 2 below (the "**Services**") for the vehicle(s) indicated by the Customer on Volvo Connect (the "**Vehicle**").

2. Services

2.1. Tire Monitoring Service - Volvo monitors Vehicles in which Volvo hardware (gateway and sensors) have been installed. The Customer receives notifications on Volvo Connect if deflation occurs, or temperature rises above set alarm level.

2.2. VOLVO TRUCKS may make any change to the provision of the Services which is required to conform to any applicable safety, statutory or regulatory requirement or added functionality; or which does not materially affect the quality or performance of the Services.

3. Price for the Services

3.1. The Customer shall pay the price for the Services, as agreed between the Customer and VOLVO TRUCKS on a case by case basis:

(i) either as a pre-payment for a pre-paid fixed period; or

(ii) monthly payments against invoice

3.2. All payments to be made by the Customer under the Agreement will be made in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim.

3.3. The price for the Services shall be as stated on Volvo Connect Digital Service Store (where the price may be updated from time to time by Volvo with the validity date for new prices stated) and, if applicable, less discount as agreed between the Customer and VOLVO TRUCKS on a case-by-case basis.

3.4. In addition to the price, the Customer shall pay the price for upgrades of software and/or hardware as required for the functioning of the Services, including not limited to tele-communication equipment.

3.5. If any sum payable under the Agreement is not paid when due then, without prejudice to VOLVO TRUCKS's other rights under the Agreement, that sum will bear interest from the due date until payment is made in full, both before and after any judgment, at a rate that is equal to the Stockholm Interbank Offered Rate (STIBOR) 3 month interest rate.

4. [Remove at Market level if not applicable:] Specific conditions for pre-paid subscriptions

4.1. For Services where there is an agreed pre-payment for a pre-paid fixed period, the following conditions apply:

(i) To take advantage of the pre-paid period, the Service must be registered on Volvo Connect within one year from the day the pre-paid period was invoiced.

(ii) The subscription period starts on the first day of the month after the Service is registered on Volvo Connect.

(iii) During the prepaid subscription period, subscription charges will not be invoiced for the Service to the Customer.

(iv) Charges related to Services or usage other than covered by the subscription fee (e.g. additional Services), will be charged and invoiced to the Customer.

(v) During the pre-paid period, no refunds will be made if the Customer discontinues any of the Services. If the Customer wishes to subscribe to additional Services during the pre-paid period, the additional Service(s) will be invoiced monthly according to Article 3 above.

(vi) [ALTERNATIVE 1: When the pre-paid subscription period has expired, the pre-paid subscription will automatically be changed to a monthly subscription and will be invoiced monthly according to Article 3] [ALTERNATIVE 2: When the pre-paid subscription period has expired this Agreement will automatically terminate.]

(vii) The above shall however not affect VOLVO TRUCKS's obligation to pay a refund pursuant to Article **Error! Reference source not found.** below

5. Information Systems

5.1. The Customer is aware that vehicles manufactured, supplied or marketed by a company within the Volvo Group are equipped with one or more systems which may gather and store information about the vehicle (the "**Information Systems**"), including but not limited to information relating to vehicle condition and performance and information relating to the operation of the vehicle (together, the "**Vehicle Data**"). The Customer agrees not to interfere with the operation of the Information System in any way.

5.2. Notwithstanding any termination or expiry of this Agreement, the Customer acknowledges and agrees that VOLVO TRUCKS may: (i) access the Information Systems at any time (including remote access); (ii) gather the Vehicle Data; (iii) store the Vehicle Data on Volvo Group systems; (iv) use the Vehicle Data in order to provide services to the Customer, as well as for its own internal and other reasonable business purposes; and (v) share the Vehicle Data within the Volvo Group and with selected third parties.

5.3. The Customer shall ensure that any driver or any other individual authorized by the Customer to operate the vehicle: (i) is aware that personal information relating to them may be gathered, stored, used, shared or otherwise processed by VOLVO TRUCKS; and (ii) is referred to or provided with a copy of the applicable Volvo Group privacy notice (available at https://www.volvogroup.com/en-en/privacy.html).

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

6. Data Management Agreement

6.1. The Customer acknowledges that the Data Management Agreement, attached hereto as Annex 1, and available at the following web site: http://tsadp.volvotrucks.com/, is an integral part of this Agreement and agrees that the terms of that agreement applies to any data processing under this Agreement.

7. Term and Termination

7.1. The term of this Agreement commences on the date the Service is registered by the Customer on Volvo Connect.

7.2. The Agreement will continue in force until the Service is de-registered by the Customer on Volvo Connect. The Agreement shall terminate at the end of the calendar month in which such de-registration was effected.

7.3. The Agreement shall automatically terminate if the Customer transfers the ownership of the Vehicle to a third party.

7.4. VOLVO TRUCKS may terminate the Agreement with immediate effect if the Customer is in material breach of the Agreement or enters into insolvency, bankruptcy, any arrangement with its

creditors or any other arrangement or situation which has a like effect or Volvo may terminate the Agreement at any time by providing six months' notice.

7.5. Failure by the Customer to pay any sum due under this Agreement is a fundamental breach which entitles VOLVO TRUCKS to terminate this Agreement with immediate effect.

7.6. If this Agreement expires or is terminated, the following shall apply after the date of expiry or termination:

(i) The termination of the Agreement howsoever arising is without prejudice to the rights, duties and liability of either the Customer or VOLVO TRUCKS accrued prior to termination. The conditions which expressly or impliedly are capable of having effect after termination will continue in force notwithstanding termination;

(ii) Upon termination of the Agreement for whatever reason the Customer shall not be entitled to a refund of any sums paid under this Agreement and the Customer shall forthwith pay VOLVO TRUCKS any sums accrued due under this Agreement;

(iii) VOLVO TRUCKS shall, however, compensate the Customer in case of a pre-paid Agreement for a fixed period of time if VOLVO TRUCKS materially reduces the scope of the Services during that period of time. The compensation shall in such case be in proportion to the reduced use of the Services during the remaining period and shall exclude any other compensation to the Customer, such as costs, expenses and damages for lost business, and loss of profit.

8. **General responsibilities and obligations of the Customer**

8.1. The Customer shall ensure that each employee or other person who operates the Vehicle, or uses the Services, complies with this Agreement and any instructions and recommendations set out on the Services terms of use and with VOLVO TRUCKS user guidelines in respect of the Service.

8.2. The Customer guarantees that it owns or otherwise has the right of disposition of the Vehicle.

8.3. The Services will only be provided by VOLVO TRUCKS if payment for the Service has been received by VOLVO TRUCKS in accordance with this Agreement.

8.4. The Customer shall secure that the Vehicle is equipped with the systems and hardware as may be required for the Services. In case of doubt the authorized Volvo dealer can provide the necessary systems.

9. **Limitations of liability**

9.1. The following provisions of this Article reflect the scope of the Agreement and the price for the Services.

9.2. VOLVO TRUCKS total maximum liability under this Agreement for claims arising in each calendar quarter (whether in contract, tort, negligence, statute, restitution, or otherwise) shall not exceed 100% of the sum paid under the Agreement in the calendar quarter in which the claim arose.

9.3. VOLVO TRUCKS will not be liable (whether in contract, tort, negligence, statute or otherwise) for any loss of profits, loss of business, wasted management time or costs of data reconstruction or recovery whether such loss arises directly or indirectly and whether VOLVO TRUCKS was aware of its possibility or not or for any consequential or indirect losses.

9.4. VOLVO TRUCKS hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Agreement) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favor of the Customer.

10. **Force Majeure**

10.1. VOLVO TRUCKS will not be liable to the Customer for any failure or delay or for the consequences of any failure or delay in performance of the Agreement, if it is due to any event beyond

the reasonable control and contemplation of VOLVO TRUCKS including, without limitation, third party service providers (including but not limited to mobile data network operators), acts of God, war, industrial disputes, protests, fire, tempest, explosion, an act of terrorism and national emergencies and VOLVO TRUCKS will be entitled to a reasonable extension of time for performing such obligations.

11. **Notices**

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

11.2. Any other notice by VOLVO TRUCKS in connection with this Agreement will be deemed to be considered duly served when published on Volvo Connect.

12. **Miscellaneous**

12.1. Time for performance of all obligations of VOLVO TRUCKS is not of the essence.

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

12.3. No failure or delay by VOLVO TRUCKS to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same, or of any other right, power or remedy.

12.4. VOLVO TRUCKS may vary or amend the terms and conditions of this Agreement with three months' prior notice to the Customer.

12.5. The Agreement is personal to the Customer who may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Agreement without VOLVO TRUCKS prior written consent.

12.6. The Agreement contains all the terms which VOLVO TRUCKS and the Customer have agreed in relation to the Services and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such Services.

13. **Applicable law and dispute resolution**

13.1. This Agreement shall be governed by and construed in accordance with Swedish law, without regard to its conflict of laws principles.

13.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, 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 objects. If one of the parties objects to Mediation or if the Mediation is terminated, the dispute shall be finally resolved by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration proceeding shall be held in English. The place of arbitration shall be Gothenburg, Sweden. However, VOLVO TRUCKS shall be entitled at its discretion to have recourse to national courts on matters of industrial property rights, such as patents, trademarks and industrial secrets.