

Data Sharing Agreement (“DSA”)

1. Purpose and Scope

1.1. This DSA sets out the terms under which Volvo Construction Equipment (“**Volvo**”, “**we**”, or “**us**”) will make available certain regulated data, as described in the pre-contractual information or relevant data notice (the “**Data Notice**”) for connected product(s) and/or digital service(s) (including related services) provided by Volvo (“**Regulated Data**”), in accordance with Regulation (EU) 2023/2854 on harmonised rules on fair access to and use of data (“**EU Data Act**”).

1.2. This DSA governs: (i) any Regulated Data made available to you (or the company you represent) in your capacity as a user of any connected product(s) and/or digital service(s) for which Volvo is the data holder pursuant to the EU Data Act; (ii) any data made available to a third party data recipient upon request by you, or requested by a party acting on behalf of you; and (iii) any data made available to you as a third party data recipient under the instructions of a user (collectively, “**You**” or “**Your**”). In addition, any provision of Regulated Data by Volvo to You as a third-party data recipient is subject to the additional terms found in Annex 1 of this DSA.

1.3. If You are a representative of a company, You confirm that You have the right and authority to accept this DSA on behalf of the company You represent.

1.4. The Regulated Data covered by this DSA consist of the data described in Volvo’s Data Notice applicable for the connected product or digital service in scope for the request.

1.5. Volvo may amend this DSA at any time. Updated versions will be published at <https://volvoce.com/global/en/data-act> with or without specific notice to You. It is Your responsibility to review the DSA regularly for updates. Continued access to Regulated Data after publication of a new version constitutes Your acceptance of the revised terms.

1.6. By submitting a request to access Regulated Data, You confirm that: (i) You accept and agree to the terms of this DSA including its annexes; (ii) You are legally authorized to request and subsequently use the Regulated Data; and (iii) Your request and use of the Regulated Data will not infringe any third-party rights or violate any applicable laws or regulations. This DSA may also become binding if You enter into any agreement with Volvo that incorporates this DSA by reference.

2. Access to Regulated Data

2.1. Volvo will, at its discretion, provide means for making Regulated Data available through a suitable access method (“**Access Method**”), which may include an application programming interface (“**API**”), a web-based interface or any other means technically feasible, together with any technical documentation (“**Technical Documentation**”) necessary to use and interpret the Regulated Data. Volvo reserves the right, as deemed reasonably needed, to adapt, enhance, or discontinue any Access Method, in whole or in part, at any time.

2.2. You may request access to Regulated Data via the Access Method, through which Volvo will provide access to the Regulated Data, transfer the relevant files or enable retrieval as otherwise agreed. You shall in Your request specify any details required by the Access Method.

2.3. By accepting this DSA, You confirm and warrant that You have a valid legal basis for any processing of personal data contained in the Regulated Data, as required under Regulation (EU) 2016/679 (“**GDPR**”).

2.4. You agree to use the Regulated Data only in accordance with applicable law and the terms of this DSA and, in case You are a third-party data recipient, You agree to use the data for the purposes and scope expressly agreed in writing between You and an eligible user of the connected product(s) or digital service(s). As a user You further acknowledge and accept that i) when providing access to a third party data recipient (subject to Volvo’s prior written authorization in accordance with Clause 2.7), all data that is technically available in the Access Method will be accessible to such third party data recipient, regardless of any requests for limitations on scope of data access, ii) You are responsible for securing the identity of any third party data recipient to whom You provided access to Regulated Data and iii) if You stop providing access to Regulated Data to a third party data recipient, You must without undue delay inform Volvo.

2.5 As a user You must not:

(i) use the Regulated Data to develop a connected product that competes with the connected product, nor share the Regulated Data with a third party for that purpose;

- (ii) use such Regulated Data to derive insights about the economic situation, assets and production methods of Volvo or where applicable any of its affiliates (AB Volvo (publ) and any company directly or indirectly controlled by AB Volvo);
- (iii) use coercive means or abuse gaps in Volvo's technical infrastructure which is designed to protect the Regulated Data in order to obtain access to Regulated Data;
- (iv) share the Regulated Data with a third-party considered as a gatekeeper under Article 3 of Regulation (EU) 2022/1925.

2.6. You shall implement and maintain, at Your own expense and for the duration of Your access to, and handling of, any Regulated Data:

- (i) all necessary and appropriate technical and organizational measures to ensure the confidentiality, integrity, and security of the Regulated Data, Access Method, and Technical Documentation. Such measures shall at a minimum include appropriate: access controls, access minimization, data encryption (in transit and at rest), secure API management, security measures and regular security assessments, vulnerability management, incident response procedures, data breach notification protocols, staff training on data handling, secure on/off-boarding processes for personnel with data access, audit logging and monitoring, and any other reasonable measure instructed by Volvo;
- (ii) appropriate safeguards to prevent circumvention, alteration, or disabling of any technical protection required by Volvo, including but not limited to rate limits, logging, or encryption;
- (iii) measures to demonstrate entitlement to access the Regulated Data, and upon Volvo's request, promptly provide documentation or evidence to substantiate such entitlement;
- (iv) protective measures and use restrictions towards trade secrets, as instructed by Volvo prior to disclosure, sufficient to safeguard any trade secrets disclosed or made available pursuant to this DSA. Trade secrets must not be shared with any third party unless approved by Volvo in writing;
- (v) protective measures and use restrictions towards security and safety related Regulated Data, as instructed by Volvo prior to disclosure, sufficient to safeguard any such Regulated Data disclosed or made available pursuant to this DSA. Security and safety related Regulated Data must not be shared with any third party unless approved by Volvo in writing;
- (vi) if You are a representative of a company, documentation that demonstrates Your right and authority to receive access to Regulated Data on behalf of the company You represent; and,
- (vii) any additional documentation that Volvo may reasonably require to verify Your compliance with the obligations set forth in this Clause 2.6.

2.7. The Access Method is provided solely to enable You to exercise Your rights under this DSA and shall not be used for any other purpose whatsoever. You shall not disseminate, disclose, sublicense, assign, or otherwise share the Access Method, including any API credentials or similar, with any third party without Volvo's prior express written authorization.

2.8. Unless otherwise expressly stipulated by Volvo in writing, the Regulated Data, all associated Technical Documentation, and the Access Method are furnished on an "as is" and "as available" basis without any representation or warranty of any kind. Volvo makes no guarantee that the Regulated Data, Technical Documentation, or Access Method will be error-free, uninterrupted, or entirely secure.

2.9. You shall ensure that any third party engaged on Your behalf for collecting, accessing, storing, or otherwise handling Regulated Data assumes obligations no less stringent than those required of You under this DSA. You remain fully responsible and liable for all acts and omissions of such third parties, and shall maintain appropriate oversight to confirm their ongoing compliance with all applicable obligations, restrictions, and safeguards as required by this DSA.

3. Personal Data

3.1. Except as otherwise agreed by the parties in writing, You and Volvo shall act as independent controllers under the GDPR. You agree to indemnify and hold Volvo harmless for any violations arising from any misuse or unauthorized processing of personal data by You under this DSA.

4. Suspension of access

4.1. Volvo may suspend, refuse, or withhold Your access to the Regulated Data at any time if, in Volvo's reasonable judgment, (i) You breach any provision of this DSA, including but not limited to by unauthorized or abusive use of the Access Method or the Regulated Data, or by failure to implement the measures described in Clause 2.6; and/or (ii) Your access to the Regulated Data threatens, or risks threatening, the confidentiality of trade secrets or other sensitive information belonging to Volvo or any third party.

4.2. Except where immediate suspension is required to prevent imminent harm or unlawful conduct, Volvo will provide You with a written notice of suspension.

4.3. During suspension, Volvo has no obligation to make Regulated Data accessible to You and shall incur no liability resulting from the unavailability of Regulated Data.

4.4. Any suspension shall remain in effect until the issue is resolved. If the grounds for suspension remain unresolved for more than thirty (30) days, Volvo may terminate this DSA upon written notice to You. Termination under this section is in addition to any other contractual or statutory remedies that may be available to Volvo.

5. Intellectual property rights

5.1. Nothing in this DSA transfers ownership of any intellectual property rights belonging to Volvo. Except for the limited right to access and use Regulated Data in accordance with this DSA or as otherwise expressly permitted by the EU Data Act, no license or rights of any kind are granted to You.

6. Liability and indemnities

6.1. Volvo shall not be liable for any indirect or consequential damages arising out of or in connection with this DSA, except in cases of intentional acts or gross negligence or as otherwise strictly mandated by applicable law. Furthermore, Volvo shall not be responsible for damages resulting from (i) Your unlawful or unauthorized use of the Regulated Data; (ii) Your failure to implement appropriate security and access controls; (iii) compatibility issues between the Regulated Data and Your data or systems; or (iv) any modifications, or derivatives of the Regulated Data created by or on behalf of You. Except in cases of intentional acts or gross negligence, Volvo's total aggregate liability arising out of or in connection with this DSA, whether in contract, tort (including negligence), or otherwise, shall in no event exceed the higher of (i) 100 EUR and (ii) the fees paid under Annex 1 during the twelve (12) months preceding the event giving rise to the claim.

6.2. Each party shall remain independently responsible for fulfilling its obligations under applicable law, including the EU Data Act and the GDPR. You agree to indemnify and hold Volvo, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, damage, loss, liability, claims or expenses (including attorneys' fees) made against Volvo arising out of or relating to (i) Your breach of any provision of this DSA; (ii) Your misuse of the Regulated Data, including any unauthorized disclosure or access by third parties; or (iii) claims by third parties alleging that Your use or combination of the Regulated Data with other data or systems, infringes any privacy or intellectual property rights, or violates applicable law (including but not limited to the GDPR).

7. Term and termination

7.1. This DSA remains in effect as long as You are entitled to access the Regulated Data under the EU Data Act and You remain in compliance with this DSA, or until terminated in accordance with this Clause 7.

7.2. Either party may terminate this DSA by providing written notice to the other party if: (i) the other party materially breaches any of its obligations under this DSA and fails to remedy such breach within a reasonable period after receiving written notice of the breach; or (ii) You cease to qualify as (a) a user, including as a result of transferring ownership of or rights to use the connected product or digital service to another party, or (b) a third-party data recipient, due to the termination or expiration of a valid user authorization to access the Regulated Data.

7.3. This DSA shall also terminate automatically (i) in relation to a connected product if the connected product is destroyed or permanently taken out of service, or if the connected product otherwise loses its capacity to generate Regulated Data, and (ii) in relation to a digital service in case of permanent discontinuation of the digital service or if the service otherwise irreversibly loses its capacity to generate Regulated Data.

7.4. Upon termination or expiration of this DSA, Your right to access Regulated Data ceases immediately, and You must cease all use of the Access Method. You must continue to protect any trade secrets and handle them in accordance with any other agreed instructions provided by Volvo at the time of disclosure.

8. Miscellaneous

8.1. You warrant that You shall not sell, license, sublicense, or transfer in any other way, directly or indirectly, to Russia or for use in Russia, any intellectual property rights or trade secrets provided by Volvo, in accordance with the Volvo Group Policy requirements, that fall under the scope of Article 12ga of EU Regulation 833/2014 (as amended), including any additional items that may be added to Annex XL or to any new annexes related to Article 12ga. You also agree to include a term in Your agreements with external parties such as suppliers, business partners etc. (including possible sublicensees), or where such agreement does not exist - Your orders or invoices - which prohibits them from doing the same. You also agree to take reasonable other measures to prevent any of Your business partners and customers to do the same.

8.2. You may not assign nor transfer any part of your rights or obligations under this DSA without the prior written consent of Volvo. Volvo may assign and/or transfer all of its rights and obligations under this DSA.

8.3. If any part of this DSA is determined to be invalid or unenforceable pursuant to governing law, including but not limited to the limitation of liability set forth above, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the wordings and spirit of the original provision. The remainder of the DSA shall continue in effect.

8.4. Notwithstanding the termination or expiration of this DSA for any reason, all provisions which by their nature should survive termination or expiration shall remain in full force and effect, including, but without limitation, terms relating to restrictions on using and sharing of Regulated Data.

9. Governing law and disputes

9.1. This DSA, including Clause 9.2, shall be governed by and construed in accordance with the laws of Sweden, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.

9.2. Any dispute, controversy or claim arising out of, or in connection with, this DSA, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce. The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the institute – taking into account the complexity of the case, the amount in dispute and other circumstances – determines, in its discretion, that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Gothenburg, Sweden. The language of the arbitration shall be English (unless otherwise agreed by the disputing Parties).

9.3. All arbitral proceedings conducted pursuant to Clause 9.2, all information disclosed and all documents submitted or issued by or on behalf of any of the disputing parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceedings shall be kept strictly confidential and may not be used for any other purpose than these proceedings or the enforcement of any such decision or award nor be disclosed to any third party without the prior written consent of the party to which the information relates to, or as regards to a decision or award, the prior written consent of all the other disputing parties.

Annex 1 – Additional terms for third-party data recipients

1.1. Upon making a request as a third-party data recipient for access to Regulated Data from Volvo, at the request of a user of a connected product and/or digital service provided by Volvo, You acknowledge and agree that the terms of this Annex 1 form an integral part of the DSA and apply to such provision of Regulated Data.

1.2. You confirm and warrant that You are not designated as a 'gatekeeper' pursuant to Article 3 of Regulation (EU) 2022/1925 ('Digital Markets Act').

1.3. Volvo will charge reasonable compensation for making Regulated Data available to You as a third-party data recipient. The compensation applicable for the relevant Access Method for the connected product(s) and digital service(s) in question, factors affecting the compensation (e.g., volume, format, nature of the data), is made available at <https://volvoce.com/global/en/data-act>. This information may be updated from time to time at Volvo's discretion. Upon Your reasonable request, Volvo will provide further details regarding the basis for calculating the applicable compensation, including relevant factors or estimates used to determine the relevant fees.

1.4. Volvo will issue an invoice to You setting forth a breakdown of the expenses incurred to enable access to the Regulated Data. All fees are provided in SEK for Swedish based third-party data recipients and EUR for other third-party data recipients and are exclusive of any VAT or similar fees to the extent applicable.

1.5. Unless otherwise agreed in writing by the parties, You agree to pay the invoiced amount within 30 days from the invoice date. Volvo will issue invoices upon providing access to the Regulated Data to You, or if access is provided continuously, on a monthly basis, or as otherwise specified by Volvo in writing.

1.6. In the event that certain preparatory measures or additional efforts are required to establish the Access Method, Volvo may delay issuing any invoice until such measures are completed, at which time Volvo will issue an invoice, and all payment terms set forth herein shall apply to that invoice.

1.7. Upon Volvo's request, You shall promptly provide any additional or updated invoicing information or documentation required by Volvo to issue invoices, process payments, or comply with applicable legal or tax requirements.

1.8. In case of any late payment under this annex, You shall pay interest on the overdue amount from the date payment was originally due until the date payment is made in full, at such rates permitted by applicable law. Payment of interest shall be in addition to any other remedies Volvo may have under the DSA or applicable law.

1.9. As a data recipient You must not:

(i) (for the purposes of obtaining data) provide false information to Volvo, deploy deceptive or coercive means or abuse gaps in the Volvo's technical infrastructure designed to protect the Regulated Data; or

(ii) fail to maintain the contractual technical or organisational measures agreed; or

(iii) alter or remove, without the agreement of Volvo, technical protection measures applied by Volvo to prevent unauthorised access to the Regulated Data and to ensure compliance with this DSA; or

(iv) use the Regulated Data received for unauthorised purposes, in violation of this DSA; or

(v) use the Regulated Data to develop a product that competes with the connected product, nor share the Regulated Data with a third party for that purpose;

(vi) use the Regulated Data to derive insights about the economic situation, assets and production methods of Volvo or where applicable any of its affiliates (AB Volvo (publ) and any company directly or indirectly controlled by AB Volvo), or their use of the Regulated Data;

(vii) use the Regulated Data in a manner that adversely impacts the security of the connected product or any digital service;

(viii) notwithstanding Article 22(2) points (a) and (c) of the GDPR, use Regulated Data for the profiling of natural persons, unless this is necessary to provide the service requested by the requesting user.

(ix) share the Regulated Data with a third-party considered as a gatekeeper under Article 3 of Regulation (EU) 2022/1925

1.10. You confirm and warrant, where You have opted for it, that You qualify as a small and medium-sized enterprise or a not-for-profit research organisation pursuant to art. 9.4 EU Data Act. You undertake to inform Volvo without undue delay if You no longer qualify as a small and medium-sized enterprise or a not-for-profit research organisation pursuant to art. 9.4 EU Data Act. You shall, upon Volvo's request, promptly provide Volvo with evidence substantiating that You qualify as a small and medium-sized enterprise or a not-for-profit research organisation as defined in art. 9.4 EU Data Act. If You, in Volvo's reasonable opinion, do not qualify as a small and medium-sized enterprise or a not-for-profit research organisation pursuant to art. 9.4 EU Data Act, Volvo reserves the right to charge You all relevant retroactively in accordance with art. 9 of the EU Data Act.

1.11. Without prejudice to any other rights and remedies in the DSA, Volvo may suspend access to the Regulated Data in the event of Your non-payment of any due and undisputed invoice. Prior to any such suspension, Volvo shall provide You with a written notice specifying the overdue amount and granting a reasonable period in which to cure the payment default. If You fail to make the required payment within the specified period, Volvo may immediately suspend the provision of Regulated Data without further notice.

1.12. Notwithstanding anything to the contrary in this Annex, during an implementation period for the establishment of procedures for invoicing third-party data recipients, Volvo may not be able to issue invoices for compensation due. In such cases, Volvo will instead provide You with a report on the compensation accrued. Any compensation accrued and reported during this period shall become payable by You once Volvo commences issuing invoices, at which point the standard payment terms set forth in this Annex shall apply.