

FRAMEWORK AGREEMENT FOR THE PROVISION OF CONNECTED SERVICES between

Dealer (legal entity): _____	Customer (legal entity): _____
Address: _____ _____	Address: _____ _____
Phone: _____	Phone: _____
Email: _____ (the “ Dealer ”)	Email: _____ (the “ Customer ”)

Customer owns or uses certain machines (“**Machine**” or “**Machines**”) that are equipped with a Volvo Construction Equipment Telematics remote machine management system (“**Telematics System**”) and/or Co-Pilot. The Telematics System and Co-Pilot involve collection, storage and an interactive exchange of data over a communication network in order to monitor and manage certain functions of the Machines.

This Framework Agreement for the Provision of Connected Services (“**Agreement**”) sets out the terms and conditions according to which the data on the Machine is processed, and the terms and conditions for certain services provided to Customer using such data (“**Connected Services**” or “**Services**”). The Services include but are not limited to *Assist, ActiveCare Direct, CareTrack, Fuel Report, Health Report* and *Proactive Machine Monitoring*, which may be added and changed from time to time. Specific conditions for certain Services can be set out separately in documents either specifically referred to herein or other documents which refer to this Agreement as the basic agreement for the provision of such services. The Services will be provided if and to the extent (1) Customer subscribed for them in accordance with the process referred to in this Agreement, or in accordance with the registration process otherwise designated by Dealer for the specific Service, or (2) Services for which there is no charge are included in the relevant Machines specification.

This Agreement replaces any previous contracts, agreements or understandings between the parties in relation to Connected Services and contains all the terms the parties agreed to that relate to the Connected Services. Connected Services that are being subscribed or registered for or included in the Machine specification prior to execution of this Agreement will continue to be provided under the terms of this Agreement.

Data protection and processing:

1. Dealer will use Volvo Construction Equipment North America, LLC (“**Volvo CE**”) and Volvo Group companies as subcontractors to provide the Services. As subcontractors to Dealer, Volvo CE and Volvo Group companies will process Machine Data (as defined in clause 1.7 of Appendix 1 below) and other data made available to Dealer by Customer through its use of the Services. This data may include information that by itself or when combined with other information can be used to identify a specific individual, including name, telephone number, address, e-mail address, location data and personal identification number (“**Personal Data**”). When acting as subcontractors to Dealer to provide the Services, Volvo CE and Volvo Group companies will be considered so called “processors” and to the extent required by law will only process personal data in accordance with the instructions provided by the Dealer on behalf of the Customer. Thus, Customer hereby instructs Dealer to process the aforementioned data on Customer’s behalf in order to provide the Services and to provide the same instructions to Volvo CE and Volvo Group companies. The parties hereby acknowledge and agree that the provisions outlined in Appendix 1, paragraph 2.1 and the Interfaces, constitute appropriate instructions for the processing of Personal Data as may be required by relevant law.
2. Customer acknowledges that Dealer, Volvo CE and Volvo Group companies shall also have the right to process and use data (both Personal Data and other data) from Machines and the Services for their own purposes. To the extent such processing involves Personal Data, Volvo CE, Volvo Group companies and Dealer (as applicable) will be considered so called “controllers.” Customer agrees to assist Volvo CE, Volvo Group companies, and/or the Dealer (as applicable), if requested to do so, in the provision of information to or obtaining consents of the data subjects relating to the processing activities undertaken by Volvo CE and Volvo Group companies as controllers.
3. Dealer shall obtain from Customer (and as required the end-user) any necessary consents for Volvo CE to use Personal Data collected under this Agreement for marketing of Dealer (Machines and Services). This consent given by Customer may be revoked at any time with effect for the future by terminating this Agreement as provided for herein. Such consents will comply with applicable laws, including the Telephone Consumer Protection Act, and shall take the form as may be requested by Volvo CE

By signing this Agreement or by downloading, accessing, installing or otherwise using the Services or the relevant internet based portals or Application Programming Interfaces, Customer acknowledges that Customer has read and understood this Agreement, has all necessary authorizations to enter into the Agreement and to enable Dealer, Volvo CE and Volvo Group companies to undertake the activities foreseen in this Agreement and agrees to be bound by its terms and conditions, as amended from time to time.

Appendix 1 (General Terms and Conditions) constitutes an integrated part of this Agreement.

Dealer

Customer

Date, place:

Date, place:

Name:

Name:

Title:

Title:

Appendix 1- Connected Services – General Terms and Conditions

1. Collection, storage and exchange of the Data

1.1. In order to provide the Services, certain data (as described in this clause below) may be collected, stored and obtained through: (1) the Telematics System, (2) diagnostic tools, and (3) the Co-Pilot; and (4) Dealer, Customer or third parties:

The data concerned include, but are not limited to machine performance information, geo-positioning data, operating hours, speed, fuel level, fuel consumption, fault codes (errors) and alarms, machine type specific information (load weighing, working/idle times, hardware/software configuration, work modes etc.), as well as machine number and other identifying information. Some features of the Services may mix data from several third-party service providers.

1.2. The Telematics System is a Telematics based system developed by Volvo CE's licensors. It consists of On-board gateway ("**Telematics Hardware**"), telecommunication networks and central backoffice system, and software as a service (SaaS) solutions offered by Dealer and run through Volvo Group companies as third party providers, which Customers can access via the relevant internet portals ("**Interface**") or receive otherwise. The Telematics Hardware is either included in Machine or separately purchased by Customer. It collects, processes, monitors, analyses and sends certain data interactively over the communication network from the Machine to Dealer in order to further process the data. The Telematics Hardware communicates with certain generation(s) of telecommunication network. If such generation(s) of telecommunication network is no longer available to the Customer, it is Customer's responsibility to update the Telematics Hardware in order to have the Services available. Customer shall bear the costs for such updates.

1.3. Certain data may also be obtained by Dealer through the application of diagnostic tools (e.g. TechTool, MATRIS) when connecting to the Machine.

1.4. Certain data may also be obtained by Dealer through the application of Co-Pilot when connecting to the Machine. The Co-Pilot is a system developed by Volvo CE's licensors. It consists of a ruggedized computer with a touch screen display, mobile connectivity and other components ("**Co-Pilot Hardware**"), software as a service (SaaS) solutions offered by Dealer and run through third party providers, which Customer can access via Interface or receive otherwise.

1.5. Certain data may also be provided by Dealer, Customer or third parties.

1.6. The running of the Telematics System, diagnostic tools and Co-Pilot, as well as the provision of the Services include the transfer of data to Volvo Group companies and third-party service providers, in particular other dealers and workshops and IT suppliers authorized by

Volvo Group companies, for the purposes of providing the Services as well as new services and for other purposes, for instance to monitor critical components and fault codes for proactive maintenance. Further information in relation to this is provided in the Machine manuals and in descriptions of the Services and the Services' additional terms and conditions.

1.7. Customer shall own the right, title and interest in and to the data described and referred to in this clause 1 (the "**Machine Data**"). Customer hereby grants to Dealer and Volvo CE a worldwide, royalty free, fully paid, transferable, assignable, sub-licensable, perpetual and irrevocable licence to collect, analyse, use, modify, and otherwise exercise control over the Machine Data, including the right to share the Machine Data with its respective affiliates and others authorized by Dealer or Volvo CE.

2. The scope of Connected Services

2.1. The scope of the Services that are provided pursuant to this Agreement cover the Services registered for Customer pursuant to the Interfaces' or other processes, as the case may be. A complete description of the Services is set out at the Interfaces relating to the Services chosen by Customer or available at the Dealer.

To the extent that the Services, including the use of the Services' Interfaces, impose additional terms and conditions, Customer agrees to be bound by these additional terms and conditions. The latest version of these Agreement's terms and conditions can be obtained at:

<https://www.volvoce.com/united-states/en-us/services/volvo-services/uptime-services/>.

2.2. Dealer reserves the right to modify, upgrade, exchange or substitute any Service or part of it without notice and at Dealer's discretion as part of the continuous improvement process of the Telematics System, diagnostic tool or Co-Pilot which does not materially affect the quality or performance of the Services.

2.3. Customer information that Dealer and third-party service providers (in particular dealers and workshops authorized by Volvo Group companies for such purposes) maintain about service, repair, maintenance results and performance results of Customer's Machines is an essential part of the Services.

3. Availability of the Telematics System and Co-Pilot

3.1. The right of Customer to use the Telematics System and/or Co-Pilot is subject to its technical availability.

3.2. The availability depends on availability of network, the generation of the available telecommunication network and satellite coverage and may be disrupted due to local barriers (e.g. bridges, buildings etc.), atmospheric or topographic conditions and technical limitations (e.g. inbuilt errors of GPS-system) and legal restrictions.

3.3. Dealer disclaims any guarantee for the security of the mobile and wireless network telecommunication used for the transmission of data and information.

3.4. The Telematics System and/or Co-Pilot may not be available due to maintenance work or error clearance of technical components of the system. Planned maintenance work will, if possible, be posted on the Service's Interface or otherwise communicated to Customer. Dealer shall compensate Customer if the scope of the Services is materially reduced during the fixed period for which Customer has pre-paid for the Services. The compensation shall be in such case in proportion to the reduced use of the Services during the remaining period and shall exclude any other compensation to Customer, such as costs, expenses and damages for lost business, and loss of profit. Apart from that, Dealer will not be liable for consequential losses incurred by Customer due to any disruption of the Telematics System and/or Co-Pilot and Services.

3.5. Online access is normally limited to a certain period of time as defined for the specific Service on the Service's Interface. It is Customer's sole responsibility to have the necessary technical equipment available for accessing the Services, e.g. computer equipment and online access.

4. Use of the Telematics System and/or Co-Pilot

4.1. The right of Customer to use the Telematics System and/or Co-Pilot is subject to the specific conditions of the Services, the Customer's compliance with all of the terms and conditions of this Agreement and the technical availability of the Telematics System and/or Co-Pilot.

4.2. Upon the execution of this Agreement, Dealer shall, where applicable, provide to Customer the login information in order for Customer to access the Interfaces, register/accept its Machine to the Interfaces and start using the Services Customer subscribes to. Customer shall protect the security of the Telematics System and/or Co-Pilot at all times by ensuring that access and login credentials are maintained safely.

4.3. Customer shall ensure and be responsible for compliance with the user guidelines and manuals in respect of each Machine.

4.4. Customer is aware that the Telematics System and/or Co-Pilot may not be available in all countries/territories. Information regarding the countries/territories, in which the use of Telematics System and/or Co-Pilot and/or Services has been prepared as pursuant to the above, is available at the Dealer.

Customer may only receive Services for such Machines for which Customer has obtained the necessary Telematics Hardware and/or Co-Pilot Hardware and registered for the Services, including any necessary updates due to obsolete generation(s) of telecommunication network.

4.5. The Telematics System and Co-Pilot are copyrighted and Volvo Group claims all exclusive rights to such, except

as licensed to Customer under this Agreement and subject to strict compliance with the terms of this Agreement. Customer acknowledges and agrees that all copyrights and other proprietary rights in and to the Telematics System, Telematics Hardware, Co-Pilot and Co-Pilot Hardware are retained. Customer will not have any proprietary rights in and to the Telematics System, Telematics Hardware Co-Pilot and/or Co-Pilot Hardware.

4.6. Customer will not distribute, retransfer, copy, publish, modify, enhance, reverse engineer or otherwise alter the information and content provided through the Services, Co-Pilot or the Telematics System. Customer may not assign, sell, resell, bargain, convey, transfer, pledge, lease or grant any further rights to use of the Telematics System and/or Co-Pilot to any third party.

4.7. Dealer reserves the right to record remotely, details of the computer(s) or other devices with which Customer uses the Interface, primarily to prevent piracy and to notify users of any critical updates to the Interface and other Dealer products relating to Services and the use of the Interface. Dealer will maintain any such data collected in accordance with the applicable laws.

4.8. Dealer will at all times comply with requests of public bodies to disclose data, including data processed on the basis or in the context of this agreement, if legally obliged to do so.

4.9. Customer is responsible for providing correct information required for any registration, deregistration and other processes in relation to Services and/or Co-Pilot for each Machine. In particular, Customer shall:

- (i) take all actions required for the collection, processing and use of data related to the Services,
- (ii) notify the Dealer and cancel the Services if Customer no longer owns or has at its disposal a relevant Machine,
- (iii) ensure that Customer's passwords and access information for use of the Services are restricted to authorised users only,
- (iv) ensure that users of the Machine and of the Services are fully informed about and comply with the instructions for use of the Services,
- (v) ensure that Customer and users of the Machine do not use the Telematics System and/or Co-Pilot in violation of any laws or for unlawful or abusive purposes.

4.10. Customer warrants to Dealer that Customer, at all time during the Agreement, has all necessary consents, permissions, licenses and in place to ensure that Customer uses the Telematics System, Co-Pilot and Interface in full compliance with all applicable laws and regulations, including data protection laws. Customer shall indemnify Dealer and Volvo CE and their present and future affiliates, employees, agents, successors and assigns, as well as any other dealers of Volvo CE for any and all claims, losses, liabilities, damages, fees, expenses and costs (including reasonable attorneys' fees) resulting

from, or arising out of the Customer's failure to comply with such laws.

4.11. Dealer may withhold Services or may use the Telematics System to locate a registered Machine if Dealer reasonably believes that the Machine is not operated by Customer as lawful owner or otherwise in compliance with the law or the terms and conditions of this Agreement.

5. Special terms and conditions for Services

5.1. Individual Services covered by this Agreement may be subject to special terms and conditions which shall form an integrated part of this Agreement. The Customer agrees to be bound by such terms and conditions (as amended from time to time according to the process set out in such special terms and conditions) when subscribing for the Services concerned. In case of any conflict between such special terms and conditions and this Agreement, the special terms and conditions shall apply in relation to the specific Services.

5.2. The Services may include data or services that Dealer or Volvo CE licenses from third parties. Customer shall comply with all requirements and restrictions that such third parties may require to impose on Customer.

6. Price and Payment

6.1. Customer will pay the subscription charges for the Services in accordance with the terms and conditions set out in a separate agreement or in the specific conditions of the Services.

6.2. Unless expressly stated otherwise, all prices are net prices (excluding value added taxes and other applicable sales tax, fees, charges or duty which will be added to the sum in question).

6.3. Dealer may change the price of the Services at any time, by updating the said pricelist and publishing it on the relevant Interface or otherwise notified to the Customer in which case the new prices shall take effect immediately upon publication or such notification.

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

6.5. If any sum payable in relation to Services is not paid when due, then, without prejudice to Dealer'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 judgement, at the average rate determined according to the Stockholm Interbank Offered Rate (STIBOR) 3 months' rate.

6.6. Dealer may appoint a third party to invoice and collect payments on Dealer's behalf.

6.7. All Services include any relevant telecommunication subscriptions for sending data to and from the Machine, unless otherwise agreed.

7. Specific conditions for pre-paid subscriptions

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

The subscription period starts when the Machine is registered at the Dealer. During the pre-paid subscription period, subscription charges will not be invoiced for the Machines to Customer. Charges related to services or usage other than covered by the subscription fee (e.g. additional Service), will be charged and invoiced to Customer in accordance with the applicable price list. During the pre-paid period, no refunds will be made if Customer discontinues the Services.

8. Limitations of Liability

The following provisions of this Clause reflect the scope of the Agreement and the price for the Services:

8.1. The Interface is provided (including, but not limited to all Services analyses, documentation, functions, software) on an 'AS IS' – 'AS AVAILABLE' and with all faults basis. No representations and warranties, express or implied, are made to Customer regarding any aspects of the Interfaces, Telematics System and Co-Pilot.

8.2. Dealer's 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.

8.3. Dealer shall 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 Dealer was aware of its possibility or not or for any consequential or indirect losses.

8.4. Dealer hereby excludes to the fullest extent permitted by 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 favour of Customer.

8.5. Dealer hereby disclaims any and all warranties, express or implied, relating to the Telematics System, Co-Pilot and the Interface, including but not limited to any warranty of fitness for a particular purpose or merchantability. Dealer shall not be liable or responsible for any damages, injuries or liabilities caused directly or indirectly from the use of the Telematics System and/or Co-Pilot and/or the Interface, including but not limited to incidental, consequential or special damages, loss of profit, loss of business, wasted management time or costs of data reconstruction or recovery.

8.6. Neither Dealer (if applicable), nor any Volvo Group entities will be liable for any loss or damage of any kind caused by acts or omissions in its capacity as data controller, including, but not limited to, acts and omissions resulting in Customer's failure to comply with the applicable data protection laws.

8.7. Dealer will not be liable for any loss or damage of any kind whatsoever caused by a failure or downtime of the public communications systems upon which the provision of the Services is dependent.

8.8. Customer understands and agrees that Customer (i) has no contractual relationship with Volvo CE or its affiliates and subcontractors used for the provision of the Services, including any underlying carrier of mobile and wireless services used for the transmission of data and information or, (ii) is not a third party beneficiary of any agreement between Dealer and Volvo CE or its affiliates and subcontractors or any underlying carrier, (iii) that Volvo CE or its affiliates and subcontractors and the underlying carrier have no liability of any kind to the Customer whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, (iv) that messages and underlying may be delayed, deleted or not delivered, and (v) Volvo CE or its affiliates and subcontractors and the underlying carrier cannot guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the Services or the underlying services.

9. Disclaimer of Warranty

Statutory or manufacturer's warranty rights are limited to the Telematics Hardware and/or Co-Pilot Hardware separately purchased by Customer. Such warranty rights do not cover the Services and/or the operability of the Telematics System and/or Co-Pilot.

Dealer makes no warranty, express or implied, regarding merchantability or fitness for particular purposes, in relation to the Telematics Hardware, Co-Pilot Hardware and/or Services and the Services' performance, including the Interfaces and information provided to the Customer as part of the Services. Dealer expressly disclaims any such warranty.

10. Deactivation of Telematics System unit

Dealer can deactivate the Telematics System unit upon the request and expense of Customer. The deactivation of Customer must be carried out by a Dealer or other Volvo authorized person.

Once the Telematics System is deactivated, data cannot be recovered and certain Services may not be available. Re-activation can be done by Dealer or other Volvo authorized person at the request and expense of Customer.

11. Term and Termination

11.1. This Agreement is entered into for an indefinite duration. The Agreement may be terminated by Dealer or Customer by providing the other party notice at least 60

days prior to the termination date. Any notice to Dealer shall be by certified courier.

11.2. The termination of the Agreement automatically terminates any and all subscriptions to Services under this Agreement without refund of payment for any Service.

11.3. Customer may terminate specific Services at any time by notifying to the Dealer to deregister Customer and the Machine. The termination of specific Services shall have no effect on the continuance of this Agreement.

11.4. Each party may by written notice terminate this Agreement with immediate effect if the other party 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. Each party may by written notice terminate this Agreement with immediate effect in case of suspension or termination of any or all Services due to Force Majeure.

11.5. Failure by Customer to pay any sum due for Services under this Agreement is a breach of contract which entitles Dealer to terminate this Agreement and/or discontinue the specific Service with immediate effect unless Customer has paid the sum(s) within 15 days after the date of a reminder having been sent to Customer.

11.6. Dealer shall have the right to terminate this Agreement and/or the specific Service with immediate effect, if Customer fails to comply with applicable data privacy laws, or transfers the ownership of the Machine to a third party. When the Machine is transferred to a subsequent owner/user, Customer remains liable for the Connected Services, including the fees, amounts, charges, incurred by a subsequent, until the Connected Services are cancelled or subsequent purchaser/user orders new Connected Services.

11.7. If this Agreement expires or is terminated, the Dealer reserves the right to disable the sending / receiving operability of the Telematics Hardware and/or Co-Pilot Hardware with effect to the date of expiry or termination.

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

11.9. Upon termination of the Agreement for whatever reason Customer shall not be entitled to a refund of any sums paid under this Agreement. The termination of this Agreement shall be without prejudice to any claim which Dealer has against Customer for any sums accrued due under this Agreement.

12. Force Majeure

Dealer shall not be responsible or liable to the Customer or deemed to be in breach of this Agreement for any failure or delay of performance of any obligation of this Agreement or in relation to the Services, if caused by any of the following circumstances: any act or omission or event beyond the reasonable control and contemplation of Dealer including, without limitation, third party services providers (including, but not limited to mobile data operators or any other third-party providing services or products), equipment failures or shortages, natural disasters, war, labour strikes, disputes, protests, fire tempest, explosion, an act of terrorism and national emergencies and Dealer will be entitled to a reasonable extension of time for performing such obligations to the extent possible. Dealer may, under any of the aforementioned circumstances, at its own discretion suspend or terminate any or all of the Services.

13. Miscellaneous

13.1. The Agreement is personal to Customer who may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Agreement or special terms and conditions for the Services without Dealer's prior written consent.

13.2. Dealer shall have the right to transfer this Agreement at any time to any Volvo Group company. Customer shall approve such assumption of contract and shall release Dealer from the Agreement without any further claims.

13.3. Dealer's failure to enforce any rights under this Agreement or the Services terms and conditions or Dealer's copyright or other intellectual property rights in the Interface shall not be construed as amending this Agreement or waiving any of Dealer's rights hereunder or under any provision of the applicable laws.

13.4. Time for performance of all obligations of Dealer is not of the essence.

13.5. 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.

13.6. Dealer may vary or amend the terms and conditions of this Agreement with three months' prior notice to Customer. Customer shall be deemed to have accepted the new terms if having continued to use Services for 3 months after such amendments have been published/notified. If Customer does not agree to the terms and conditions of this Agreement Customer may not sign this document, download, access, install or otherwise use the Interfaces.

13.7. This Agreement and, if applicable, the special terms and conditions for the Services shall constitute the entire agreement between the parties hereto. Any waiver or modification of this Agreement shall only be effective if it is in writing and signed by both parties hereto.

13.8. The formation, existence, construction, performance, validity and all aspects whatsoever of the Agreement or of any term of the Agreement will be governed by the laws of the Commonwealth of Pennsylvania and without regard to any conflict of law principles. If, however, the Parties are principally located in Canada then this Agreement shall be construed, interpreted and enforced in accordance with the laws of the Province where Dealer is principally located and the federal laws of Canada shall apply therein.

13.9. The Parties agree that all actions, disputes, claims or controversies arising out of or pertaining to the Agreement shall be resolved by binding arbitration through the American Arbitration Association and any such arbitration shall be held in Shippensburg, Pennsylvania. If, however, the Parties are principally located in Canada then each party irrevocably submits to the jurisdiction of the courts of the Province where Dealer is principally located.

13.10. {Applicable only in the Province of Quebec} The Parties confirm that it is their wish that this Agreement and any other documents delivered or given under this Agreement, including any notices, have been and will be in the English language only. Les Parties aux presents conferment leur volonte que cette convention ainsi que tous les documents s'y rattachant, y compris les avis, soient rediges dans une langue anglaise seulement.