

FRAMEWORK AGREEMENT FOR THE PROVISION OF CONNECTED SERVICES between

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

Customer owns or uses certain machines (“**Machine**” or “**Machines**”) that are equipped with a Terex Trucks Telematic remote machine management system (“**Telematic System**”). The Telematic System involves 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**” or “**Agreement on Connected Services**”) 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, *Haul Track* 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 Connected Services 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.

Data protection and processing: In the course of providing the Services, Dealer will process data on behalf of Customer. Some of the data may be personal data. As regards personal data Customer is the “data controller” with regard to such processing and Dealer is the Customer’s “data processor” (in the meaning of the EU Data Protection Directive 95/46/EC or the General Data Protection Regulation when applicable). Dealer may use sub-processors for such processing, including, but not limited to, Terex Trucks, IFM GmbH and Proemion GmbH. Appendices 2 and 3 set forth the rules with regard to such processing.

Each Dealer and Terex Trucks will also process and use some data (both personal data and other data) from Machines and the Services for its own purposes (as further described below and in Appendix 4). To the extent, such processing involves personal data, Dealer and Terex Trucks respectively are each the “data controller” with regard to its processing for its own purposes. Dealer and Terex Trucks may also use data processors and sub-processors for such processing, including IFM GmbH and Proemion GmbH and, as regards the Dealer’s processing Terex Trucks. Customer undertakes to inform its Machine operators and shall collect consents for such processing from each operator of a Machine connected to the Services if no other legal permission applies. Such information and collection of consent should as a minimum include the consent and information as set out in Appendix 4 (as translated by Customer when required in order for the machine operator to understand its content). Customer shall keep such consents and, on Dealer’s and Terex Truck’s request, promptly provide or make available the consents to Dealer and Terex Trucks. If a machine operator has not provided consent or revokes his/her consent, Customer is not entitled to let this operator of a Machine connected to the Services to make use of the Services on Customer’s behalf and Dealer shall further not be obliged to provide the Services to Customer.

Consent: Customer hereby consents that each Dealer and Terex Trucks may process and use any data collected under this Agreement, including, for the avoidance of doubt, data that may be personal data related to Customer such as company name, company representative, address, telephone, fax and email.

Customer further consents that data from the Machines and Services, e.g. machine related data such as machine performance information, geo-positioning data, operating hours, speed, fuel level, fuel consumption, fault codes (errors) and alarms, machine type specific information (working/idle times, hardware/software configuration, work modes etc.), along with a machine number and other identifying information may be processed and used by: (1) Dealer also for its own purposes, including for warranty and contract compliance surveillance and marketing; and by (2) Terex Trucks also for its own purposes, including disclosure to Terex Trucks for product research and development, accident research investigations, warranty, product liability and contract compliance surveillance, marketing and proactive maintenance. Such data may be used in order to provide service, support, enhance and maintain the Services and to develop new services and products. Each Dealer and Terex Trucks may, in its sole discretion without further approval, transfer and assign any non-personal, machine related data generated from the Machines and the Services to third parties.

Customer consents to Dealer and Terex Trucks obtaining such data remotely through the Telematic System over the wireless network and at workshops and dealers through the diagnostic software CODYSYS or similar software application.

Customer further consents to that Dealer and Terex Trucks may use such personal data 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.

By signing this Agreement or by downloading, accessing, installing or otherwise using the Services or the relevant internet based portals ("**Web Portals**"), Customer acknowledges that Customer has read and understood this Agreement and agrees to be bound by its terms and conditions, as amended from time to time.

In case of amendments, the Customer shall be deemed to have accepted them if having continued to use the Services provided hereunder for at least 3 months after such amendments have been published according to Article 14.1 of the Terms and Conditions. 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 Web Portals.

The following Appendices constitute an integrated part of this Agreement:

Appendix 1 General Terms and Conditions

Appendix 2 Agreement Regarding the Commissioned Processing of Personal Data

Appendix 3 Technical and Organizational Measures taken by the Processor

Appendix 4 Template Machine Operator Notice and Consent Form

Dealer

Customer

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 clause 1.5 below) may be collected, stored and obtained through: (1) the Telematic System and diagnostic tools.

1.2. The Telematics System is a Telematic based system developed by Terex Truck's licensors. It consists of (1) technical sensors, processors, a mobile gateway, software as a service (SaaS) solutions offered by Dealer and run through Terex Trucks as third party providers, which the customers can access via the internet ("**Web Portal**") or receive otherwise, as well as of (2) the vehicle-based and other components ("**Telematic Hardware**"). The Telematic 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 and to provide the Services chosen by the Customer.

1.3. Certain data may also be obtained by Dealer through the application of diagnostic tools (CODYSYS) when connecting to the Machine.

1.4. The data concerned includes, but is 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.

1.5. The running of the Telematic System and diagnostic tools, as well as the provision of the Services include the transfer of data to Terex Trucks and third-party service providers, in particular other dealers and workshops and IT suppliers authorized by Terex Trucks, 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.

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 Web Portals' or other processes, as the case may be. A complete description of the Services is available at the Dealer.

To the extent that the Services, including the use of the Services' Web Portals, impose additional terms and conditions, Customer acknowledges and agrees to be bound by these additional terms and conditions, which can be obtained from sources listed in the Services' description below in clause 14.1 of this Appendix 1.

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 Telematic System or diagnostic tool which does not materially affect the quality or performance of the Services.

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

3. Availability of the Telematic System.

3.1. The right of Customer to use the Telematic System is subject to its technical availability.

3.2. The availability depends on availability of 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. Dealer disclaims any guarantee for the security of the mobile and wireless network telecommunication used for the transmission of data and information.

3.3. The Telematic System 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 Web Portal 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 Telematic System and Services.

3.4. Access to certain data provided by the Telematic System to Customer is subject to technical availability. Online access is normally limited to a certain period of time as defined for the specific Service on the Service's Web Portal. 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 Telematic System.

4.1. The right of Customer to use the Telematic System is subject to the specific conditions of the Services, the Customer's compliance with all of the terms and conditions of this Connected Services Agreement and the technical availability of the Telematic System.

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

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

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

Customer may only use the Web Portal for such Machines for which Customer has obtained the necessary Telematic Hardware and registered for the Services.

4.5. The Telematic System is copyrighted and Terex Trucks 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 Telematic System, Telematic Hardware, are retained. Customer will not have any proprietary rights in and to the Telematic System and Telematic 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 or the Telematic System. Customer may not assign, sell, resell, bargain, convey, transfer, pledge, lease or grant any further rights to use of the Telematic System to any third party.

4.7. Dealer reserves the right to record remotely, details of the computer(s) with which Customer uses the Web Portal, primarily to prevent piracy and to notify users of any critical updates to the Web Portal and other Dealer products relating to Services and the use of the Web Portal. 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 any registration, deregistration, other processes in relation to Services and/or any recording of data in respect of each Machine, affected by its personnel. Customer is in particular solely responsible for that

- (i) Any and all actions required for the collection, processing and use of data related to the Services are taken, and
- (ii) Customer informs Dealer about any sale or change in ownership of a registered Machine as further specified in Clause 11, and
- (iii) Customer deregisters any registered Machine in due course if Customer no longer owns or otherwise has a registered Machine at Customer's disposal.
- (iv) Customer's passwords and access information in relation to the access and use of the Services are restricted to authorized users only.
- (v) Users of the Machine and of the Services are fully informed about and comply with the instructions for use of the Services.
- (vi) Customer and users of the Machine do not use the Telematic System in violation of any laws or for unlawful or abusive purposes.

4.10. Customer is further responsible for obtaining consents from each machine operator of the Machine, substantially in the form set out in Appendix 4 and inform if consent is withdrawn. Customer shall indemnify Dealer and Terex Trucks and their present and future affiliates, employees, agents, successors and assigns, as well as any other dealers of Terex Trucks 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 collect such consent, inform of its withdrawal, and/or comply with the applicable laws and regulations.

4.11. Dealer may withhold Services or may use the Telematic 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.

4.12. If and to the extent personal data is concerned, Appendix 2 to this Agreement takes precedence.

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 by Dealer 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 licenses from third parties. Customer shall comply with all requirements and restrictions that such third parties may require Dealer 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 VAT 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 Web Portal 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. Dealer may appoint a third party to invoice and collect payments on Dealer's behalf.

6.6. 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 the month after the Machine is registered at the Dealer or at the Web Portal. 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. To take advantage of the pre-paid period, the Machine must be registered at the relevant Web Portal or otherwise at the Dealer within one year from the day the pre-paid period was invoiced.

7.2. The above shall however not affect Dealer's obligation to refund as consequence of a termination of this Agreement.

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 Web Portal 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 Web Portals and Telematic System.

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 Telematic System and the Web Portal, 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 Telematic System and/or the Web Portal, 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. Customer warrants to Dealer that Customer, at all time during the Agreement, has all necessary consents, permissions, licenses and authorisations in place to ensure that Customer uses the Telematic System and Web Portal in full compliance with all applicable laws and regulations. Customer shall ensure, and is liable for, that personal data relating to Telematic Services is processed only in compliance with applicable data protection laws and regulations, for example resulting from the Directive 95/46/EC regarding processing of personal data or General Data Protection Regulation when applicable, including but not limited to the information of the machine operator of a registered Machine and other persons.

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 Terex Trucks 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 Terex Trucks or its affiliates and

subcontractors or any underlying carrier, (iii) that Terex Trucks 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) Terex Trucks 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 Telematic Hardware separately purchased by Customer. Such warranty rights do not cover the Services and/or the operability of the Telematic System.

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

10. Deactivation of Telematics System unit

Dealer will deactivate the Telematics System unit upon the request and expense of Customer without undue delay. The deactivation of Customer must be carried out by a Terex Trucks-authorized workshop.

Once the Telematics System is deactivated, data cannot be recovered and certain Services may not be available. Re-activation can be done at a workshop or by a certified mechanic authorized by Terex Trucks for such works at the request and expense of Customer.

11. Transfer of Machines to Third Party

The Customer is obliged to inform Dealer promptly if the Machine is transferred or not only temporarily used by a third party. The Customer shall prior to such transfer assure that any such third party that will use the Services (including also Services which are pre-paid) enters into a Agreement and registers the Services with Dealer or any other authorized Machine distributor.

12. Term and Termination

12.1.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. The Customer may send a written termination notice to;

Dealer DETAILS:

In case of a withdrawal of a given consent on processing of personal and other data the Agreement may be terminated by Dealer with immediate effect.

12.2.The termination of the Agreement automatically terminates any and all subscriptions to Services under this Agreement without refund of payment for any Service. Dealer and Terex Trucks may continue processing data collected during the term of the Agreement unless specifically requested otherwise by the Customer or Machine operator.

12.3.Customer may terminate specific Services at any time by notifying to the Dealer to deregister Customer and the Machine with effect at the end of the calendar month in which the deregistration was effected. The termination of specific Services shall have no effect on the continuance of this Agreement.

12.4.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.

12.5.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.

12.6.Dealer shall have the right to terminate this Agreement and/or the specific Service with immediate effect, if Customer fails to obtain the required Machine operator consents or transfers the ownership of the Machine to a third party without proper notice to Terex Trucks of the transfer. In the event of machine resale any remaining contract time shall not be reimbursed.

12.7.If this Agreement expires or is terminated, the Dealer reserves the right to disable the sending / receiving operability of the Telematic Hardware with effect to the date of expiry or termination.

12.8.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.

12.9.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.

13. 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, acts of God, war, labor 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.

14. Miscellaneous

14.1.The latest version of these Agreement's terms and conditions can be obtained at dealer portal and at the Dealer.

14.2.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.

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

14.4.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 Web Portal shall not be construed as amending this Agreement or waiving any of Dealer's rights hereunder or under any provision of the laws of Sweden.

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

14.6.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.

14.7.Dealer may vary or amend the terms and conditions of this Agreement with three months' prior written notice to Customer.

14.8. 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.

14.9. The formation, existence, construction, performance, validity and all aspects whatsoever of the Agreement or of any term of the Agreement will be governed by Swedish law with the exclusion of the Swedish law on conflict of laws and with the exclusion of the UN-CISG-rules, unless and to the extent other law applies mandatory.

14.10. The Swedish courts will have exclusive jurisdiction to settle any dispute which may arise out of, or in connection with this Agreement.

Appendix 2 - Agreement Regarding the Commissioned Processing of Personal Data

1. Subject Matter and Details

1.1. This Appendix 2 is intended to constitute and shall be interpreted as a written data processing agreement between the Customer and Dealer pursuant to applicable personal data laws.

1.2. In the course of the Service provision, access to this data by Dealer is technically possible and/or required. The data may refer to Customer as well as – from Customer's perspective – to the respective Machine operator. In the course of providing the Services, Dealer may process personal data ("Personal Data") on behalf of the Customer.

1.3. Dealer is the "data processor" and the Customer is the "data controller" with regard to the processing of Personal Data carried out by Dealer in the course of providing the Services. Dealer may process Personal Data only in accordance with the Customer's instructions.

1.4. Beyond the automated service provision, individual instructions of Customer are permitted only in exceptional cases and only in accordance with the terms of the Connected Services Agreement or this Appendix 2. Corrections, deletions or blocking of Personal Data must therefore be made by Customer in the scope of his online access; Dealer does not correct, delete or block Personal Data. In case of technical problems, Customer may resort to Dealer's support (as may be provided by the Dealer's subcontractors).

1.5. Dealer may engage subcontractors. All subcontractors must conform to the respective requirements of Appendix 2 and Appendix 3. When engaging subcontractors, Dealer will ensure that any rights the Customer has against Dealer under this agreement on the commissioning of data are granted to the Customer – via Dealer – against the subcontractor as well. Dealer shall at the Customer's request disclose the identity of any and all subcontractors and the location of the data processing.

1.6. Dealer may transfer (for the avoidance of doubt, including allowing access to) Personal Data to any country. The parties shall jointly take all reasonably required measures necessary for ensuring that such transfer is in accordance with applicable law, which may include entering into model clauses for data transfer outside of the European Economic Area (EEA).

1.7. If and to the extent Dealer engages subcontractors, including that such subcontractors in their turn engages subcontractors, and such assistance entails the processing of Personal Data on behalf of the Customer, the Customer hereby grants Terex Trucks, IFM GmbH, and Proemion GmbH a power of attorney to (a) enter into a written subcontractor agreement, data transfer agreement or other agreement required by law for the processing of personal data, with any subcontractor, and (b) allow each and all such subcontractors to enter into written subcontractor agreements, data transfer agreements or other agreements required by law for the processing of personal data, with subsequent subcontractors. This may include entering into the Standard Contractual Clauses with any subcontractors (including subcontractors' subcontractor) on behalf of the Customer relating to the provision of the Services.

2. Further Duties of Customer

2.1. The Customer takes full responsibility for the Personal Data, including that such data does not infringe any third party rights or in any other way violate applicable law. Customer must therefore ensure that any of Customer's Personal Data stored in the Telematic System is lawfully stored and used.

2.2. Customer must inform Dealer immediately if he determines errors or irregularities in the data processing by Dealer.

3. Further Duties of Dealer:

3.1. Dealer is required to regularly control the correct data processing with regard to the implementation and fulfillment of

the Agreement, in particular compliance with and, if needed, necessary adjustments of provisions and measures for the implementation of this agreement on the commissioned data processing.

3.2. Dealer shall inform Customer without undue delay if violations have occurred at Dealer against the Customer's instructions regarding the data processing carried out by Dealer for Customer or if the technical and organizational measures implemented by Dealer have been breached with effect to Personal Data.

3.3. To the extent required by law, Dealer may appoint a data protection officer and notify his contact details to Customer at Customer's request.

3.4. Dealer will supervise that any access and use by its employees is limited to what is necessary for providing the Services. Dealer will ensure that these employees are prohibited from processing the Personal Data without authorization.

3.5. Dealer shall provide Customer with the necessary information in order for the Customer to exercise its control rights pursuant to applicable law.

3.6. Dealer will not disclose any information following information requests by third parties without consent from the Customer, unless Dealer is required to do so by law or order by a court or competent authority.

4. Technical and Organizational Measures for Data Security

4.1. Dealer shall ensure sufficient data security by means of appropriate technical and organizational measures to protect the Personal Data that is processed for the Customer, which measures must comply with the requirements of the applicable law. The technical and organizational measures to ensure data security may be modified by Dealer according to technical progress and development, provided that this does not result in a lower security level.

4.2. A description of the technical and organizational measures is included in Appendix 3. For the duration of the commissioned data processing as part of this Agreement, Dealer will ensure a sufficient provability of the technical and organizational measures. Customer may request Dealer to provide information on the compliance of the technical and organizational measures to Customer by submission of a copy of a current and recognized certification. Customer waives any audits of the technical and organizational measures on the premises of Dealer and any of its subcontractors.

4.3. Customer is responsible to externally store data available to Customer through the Web Portal in due time prior to the expiration of the Agreement. Upon expiration of the Agreement, Dealer will delete all data relating to Customer in the Web Portal in compliance with data protection laws and confirm this to Customer upon request. To the extent that Customer has provided data carriers to Dealer in exceptional cases, Dealer will return these to Customer upon expiration of this Agreement, unless Customer has instructed Dealer to destroy them in compliance with data protection laws. Terex Trucks and Dealer may however continue for their own purposes to process data collected during the term of the Agreement unless consent is withdrawn.

Appendix 3 - Technical and Organizational Measures taken by the sub-processors (Terex Trucks/HCL/HCL Sweden on behalf of Dealer)

1. Access control

All IT localities used in the provision of Services are divided into several security level zones, where computer rooms are given the highest security classification. Entry and pass systems are advanced, with admittance control check to and between any zone and part of the facilities, admitting authorized personnel only. Computer rooms and entrances are CCTV monitored by guards, alarm secured and equipped with surveillance systems.

2. Access control to systems

Access to systems and applications is built-up by numerous directives providing individual and personal user identification and authentication, access control, logging and traceability. Access to the system is carried out by aid of Kerberos session tickets. Remote access to the network resources requires supplementary equipment in terms of 'tokens' (onetime password generator). Passwords are automatically checked to contain special characters and other qualities and must be changed regularly. User ID's/passwords are automatically blocked after a predefined number of erroneous attempts and clients are put to stand-by after a predefined time of inactivity. Portable clients are encrypted as a standard. Stationary clients, servers and disk arrays are encrypted as needed.

3. Access control to data

The system prevents activities not covered by the allocated access rights. The data access & authorisation control system is based on a customized in-house system where users can apply for access and which ensures differentiated access control. Access must be authorized by at least two parties – the manager in charge and the system/application/information owner. In some cases detailed access authority (such as authority to create, change or delete records) is defined inside the application(s). In such cases the system owner will still get the application, but will handle the distribution him-/herself or by delegation to a system administrator.

4. Disclosure control

The applicable security framework states that both international and national legislation must be followed, regardless of where operations are conducted. The rules regarding personal integrity are based on the EU Data Protection Directive 95/46/EC, supplemented by national legislation. Increased protection of information, such as encryption, is ordered by the customer, depending on the information classification. Remote access to the applicable network is always protected (VPN) and encryption inside the network is depending on customer requirements. Encrypted storage is not offered as a standard service, with the exception of mobile clients. Encryption is used as an additional service when customer demands so require.

5. Input control

Each sub-processor has the possibility to log any actions taken in systems and applications. Whether that possibility is utilized or not is based on the agreement with the customer, who must be aware of the information classification regarding (personal) integrity. There is no automatic function that, by itself can judge whether personal integrity data has been used, changed, moved or deleted.

6. Job control

IFM GmbH and Proemion GmbH are strategic partners of Terex Trucks and Terex Truck's main Telematics infrastructure suppliers. However, Terex Trucks, IFM GmbH and Proemion GmbH as suppliers are not compulsory and other suppliers may be chosen by Dealer. The criteria for selecting a Telematics supplier within or outside of Terex Trucks are primarily economy, availability, security and service level. Services level and security usually is based on Terex Trucks basic security level, expressed by the Terex Trucks Corporate Security Handbook. Whenever additional security measures are needed, based on the information classification, this is negotiated by the Customer and Dealer, and whatever measures needed are taken. Terex Trucks

has its own internal audit organisation that audits the organisation and service performance periodically. Also, Terex Trucks is audited both by PricewaterhouseCoopers (on behalf of Terex Trucks) and by Bureau Veritas (Certificate Authority for the ISO 27001 certificate held by Terex Trucks). The VINST system, where any customer (or Terex Trucks employee) request is noted, makes sure that Terex Trucks provides tracking of contract performance. If Dealer is not subject to the audit routine set forth in this Clause 6, Customer shall have the right to audit the Dealer.

7. Availability control

The Customer agreement includes measures for Terex Trucks procedures, mirroring of hard disks (between different computer centres if required), and Uninterruptible power supply (UPS) is required for all our computer centres. BU's are stored at a third computer centre, independent of the other two centres, handling the primary data. All sites, platforms and systems are obliged to follow the Terex Trucks Business Continuity Management directive that states that full recovery plans shall exist, and must be tested periodically.

Terex Trucks has an advanced implementation of anti-malware measures. This is driven by the IT Directive Rules for Virus Protection and the physical implementation emanating from this directive consists of malware protection software in several layers and from different suppliers – in order to cover for possible weaknesses from one product. This includes both servers and clients and is supplemented with personal firewalls and IPS/IDS on all clients as well as on the network layer.

The organisation also includes a central function for vulnerability control and security patching of operating systems and applications, which serves a guarantor for as close to flawless systems as possible.

8. Segregation control

Personal data collected for different purposes is processed separately in compliance with Swedish legislation and Terex Trucks security rules.

Test and production environments are strictly separated from each other, according to Dealer rules, and a developer can never update the production environment. This ensures separation of duties.

Data from different customers are in most cases divided from each other physically. However, the storage philosophy adopted by Terex Trucks depends on shattering. This means that all information is split between different media, which in turn means that if one physical media would be compromised, the information would not be able to be recovered.

Client data are stored via CIFS for internal Customers using ACL (Access Control List) in AD and for external customers Terex Trucks has dedicated logical storage systems. NFS is the storage system holding export rights.

Servers/data base via FCP are using LUN security in the storage system and Zoning in the SAN network, to secure correct access of server disks.

Please note: Any requests for more information and further inquiries shall be directed to Dealer in writing. For the parts where Dealer or its subcontractor Terex Trucks engages IFM GmbH, Proemion GmbH or any other subcontractor outside of Terex Trucks, the Dealer shall ensure that such subcontractor complies with obligations and routines that are no less restrictive or protective than as set forth in this Appendix 3.

Appendix 4 - Template Driver Notice and Consent Form

Data protection Notice and Consent:

_____ (the "Machine Owner") has contracted _____ ("Dealer"), for the provision of certain services in relation to the Telematic system of one or several of its Machines. The Dealer has been appointed by Terex Trucks _____ for the provision of the relevant services.

The Telematic System is a system developed by Terex Trucks to support Machine owners with information on its machines, operators and fleet performances, positioning, tracking, messaging and integration of third-party applications. The system collects, processes, monitors, analyses and sends certain data interactively over the wireless network from the Machine to Dealer and Terex Trucks in order to enable the system provided by Dealer to further process the data and to provide certain services to the machine owners.

In the course of providing the services, Dealer may process data about the machine performance and you as machine operator on behalf of the Machine Owner. The Machine Owner is responsible towards you for such processing. Any queries you may have with regard to such processing should, therefore, be directed to the Machine Owner.

Processing the data for own purposes

Furthermore, Dealer and Terex Trucks also wish to process the data about the machine for its own purposes as defined below. This data may relate to you as the machine operator and therefore be considered as personal data, protected by data protection laws.

For such processing Dealer and Terex Trucks may be responsible under data protection law which require the necessary permissions/consents for the processing to be in place in order for Dealer or Terex Trucks. The relevant processing is described below and you may consent to the processing by signing this form and return it to the Machine Owner.

Which data do Dealer and Terex Trucks receive?

Data can be related to the machine operator, machine and the operation of the machine as well as to the location, performance and incidents regarding the machine. The data may include name, telephone number, email address, machine number or other identifying information (if provided by you or the Machine Owner), nationality, 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.).

Dealer and Terex Trucks will get data from the Machine Owner and from the Machine, either interactively over the wireless network and/or obtained through use of diagnostic tools, e.g. CODYSYS.

How do Dealer and Terex Trucks use the data?

Dealer will use the data for surveillance of the Machine Owner's compliance with its contract(s) with Dealer and for warranty related issues.

Terex Trucks will use the data for surveillance of the Machine Owner's compliance with its contract(s) with Terex Trucks, if any, and for warranty related issues.

Terex Trucks uses the data for product research and development, for surveillance of the Machine Owner's compliance with its contract(s) with Dealer, for accident research

investigations, proactive maintenance and diagnostics and for warranty and product liability related issues.

Dealer and Terex Trucks may further use the data in order to provide service, support, enhance and maintain the services and develop new services. Dealer and Terex Trucks also process the data about the Machine for purposes of overall historical and future performance, durability and product longevity, field application improvements, and many other engineering purposes.

How do Dealer and Terex Trucks share the data?

Dealer and Terex Trucks may disclose the data including your personal data to other companies within Terex Trucks, affiliates, subcontractors, vendors and suppliers who perform services on behalf of Dealer and/or Terex Trucks, for any of the purposes set out in the section above. Dealer and Terex Trucks may also disclose your personal data to other entities in case it is required to do so by law or court order. If Dealer and/or Terex Trucks are involved in a sale or transfer of all or some of Dealer's and/or Terex Truck's business assets or operations, your personal data may further be transferred to the acquiring person. Please note, in particular, that Dealer and Terex Trucks may share your personal data with third parties for the purposes of such third parties' marketing of Terex Trucks products and services, to you or the Machine Owner.

Where is the data kept?

Dealer and Terex Trucks may transfer your personal data internationally (including to countries outside the European Union or the European Economic Area) when needed for data storage and processing and for the purposes set out above. If the data is transferred to countries which are not considered to provide the same level of data protection as the countries of the European Union, Dealer and Terex Trucks will take the necessary measures to ensure that all information transferred receives an adequate level of data protection.

For how long do Dealer and Terex Trucks keep the data?

Dealer and Terex Trucks only keep personal data for as long as necessary in relation to the purposes set out above.

How can personal data be accessed, rectified, blocked or erased by you?

You as a machine operator have the right, free of charge, once every calendar year, to request information about what personal data is processed, where data has been collected, the purpose of the processing, and to which recipients or categories of recipients the data is disclosed. Such application shall be made in writing, signed by you and sent to the following address [Please insert relevant address of DEALER and Terex Trucks]. You are further entitled to request Dealer and Terex Trucks to not use its personal data for direct marketing purposes as well as to rectify, block or erase any personal data about you that has not been processed in accordance with applicable laws.

Data protection Consent to processing of machine operator's personal data: By signing this Machine Operator Notice and Consent Form I hereby consent that, in addition to what is permitted by statutory law, Machine Owner transfers personal data as explained above to Dealer and that Dealer and Terex Trucks may process my personal data for the purposes described in detail above including but not limited to marketing and that Dealer and Terex Trucks may also share and transfer the data internationally (as such purposes, sharing and transfer is described in detail above). The Consent may be revoked at any time with effect for the future.

Date and place: _____

Signature: _____

Name in block letters: _____
