

FRAMEWORK AGREEMENT FOR PROVIDING CONNECTED SERVICES

This Framework Agreement for Providing Connected Services (the “**Agreement**”) is entered into, by and between:

Volvo Construction Equipment Haulers Limited, a company duly incorporated under the laws of Sweden, with its registered address at Newhouse, Scotland, ML1 5RY and registration n°: SC086323 (“Volvo Construction Equipment Haulers Limited”),

and

_____, a company duly incorporated under the laws _____, with its registered address at _____ and corporate identity number _____, (“**Dealer**”).

Hereinafter either Rokbak and/or Dealer may be referred to singularly as a “Party” or collectively as the “Parties”.

BACKGROUND

- (A) Rokbak and Dealer have entered into a distribution agreement according to which Rokbak sells certain Rokbak machines to Dealer for distribution and sale by Dealer (the “**Dealer Agreement**”).
- (B) The Parties have agreed that certain Rokbak machines as well as other non-Rokbak machines shall be connected to the Connected Services as such services may be made available and which Rokbak in its sole discretion may amend from time to time.
- (C) The Parties have agreed that Rokbak shall provide the Connected Services to Dealer in accordance with the terms and conditions set out in this Agreement.

1. DEFINITIONS

For the purpose of this Agreement, the below terms shall have the meaning hereby assigned to them unless the context would obviously require otherwise.

“**Affiliate**” of a Party shall mean a company or other legal entity which controls, is controlled by, or is under common control with such Party. For the purposes of this definition, “control” shall mean direct or indirect ownership of more than 50% of the voting rights of the controlled or commonly controlled entity.

“**Connected Services**” shall mean the services provided by Rokbak as agreed between the Parties in accordance with the Contract on Connected Services. The Services include but are not limited to Haul Track and *Proactive Machine Monitoring*, which may be added and changed by Rokbak from time to time.

“**Connected Services Fee**” shall mean the fees for the Connected Services provided hereunder as further specified in the Contract on Connected Services (including a minimum commitment).

“**Contract on Connected Services**” shall have the meaning ascribed to it in Section 4 which may be updated from time to time and in Rokbak sole discretion.

“**Customer**” shall mean an individual, company or other legal entity that owns, uses, rents or leases a Machine.

“**Customer Agreement**” shall mean the agreement that Dealer enters into with each Customer for a subscription to the Connected Service that include mandatory terms as determined by Rokbak and in a form substantially similar to Attachment 2.

“**Documentation**” shall mean technical publications that describe the Connected Service, which Rokbak, in its sole discretion may amend from time to time (e.g. in connection with Maintenance Releases and/or New Versions, if any).

“**Feedback**” shall have the meaning ascribed to it in Section 6.2.

“**Intellectual Property Rights**” shall mean any and all (registered and unregistered) patents, utility models, design rights, copyrights, trademarks, trade secrets and proprietary know-how and any other intellectual property or industrial rights, as well as applications for any such rights.

“**Maintenance Releases**” shall mean maintenance releases of the Connected Service which includes bug fixes, error corrections and other minor modifications and enhancements of the Connected Service.

“**Machines**” shall mean the equipment identified by the Parties to be connected to the Connected Services in accordance with the Contract on the Connected Services.

“**New Versions**” shall mean new versions of the Connected Service, which include new functionality and/or new features (for the avoidance of any doubt, New Versions are not included in the applicable Connected Services Fee under this Agreement).

“**Personal Data**” shall have the meaning ascribed to it in applicable data protection laws and regulations applicable from time to time during the term hereof (but shall as a minimum include any and all 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).

“**Subscription**” shall mean a Customer subscription for the Connected Services.

“**Territory**” shall mean the territory agreed between the Parties in accordance with a Contract on the Connected Services.

“**Rokbak Trademark**” shall mean any and all trademarks, logotypes and brands of Rokbak, its Affiliates or its licensors as instructed and notified by Rokbak from time to time.

2. DOCUMENTS

2.1 The agreement for Connected Services between the Parties shall include this Agreement, the attachments specified below and any effective Contracts on Connected Services, which are incorporated into this Agreement.

Attachment 1 – Connected Services specifications and special terms

Attachment 2 – Mandatory Customer terms

3. APPOINTMENT

3.1 Rokbak hereby appoints and grants Dealer a non-exclusive right to, by itself or through sub-dealers and sub-dealers' sub-dealers:

- (i) market, promote and demonstrate the Connected Services for potential Customers in the Territory; and
- (ii) sell Subscriptions in the Territory.

3.2 Dealer shall ensure that the Customer Agreements, including its sub-dealers' at a minimum contain the mandatory Customer terms that are specified in **Attachment 2**. Except for the mandatory Customer terms, Dealer shall have the right to decide all terms and conditions of the Customer Agreements.

3.3 Dealer may not, and shall ensure that its sub-dealers (including its sub-dealers' sub-dealers) do not assign, delegate, sublicense, pledge or otherwise transfer the rights set out herein, or any of its obligations hereunder to any third party. However, if Dealer uses sub-dealers, Dealer shall be fully responsible for the acts and omissions of such sub-dealers.

4. CONTRACT ON CONNECTED SERVICES

4.1 The specific Connected Service or a bundle of Connected Services can be activated by:

- (i) the Dealer placing an order for a Connected Service or Services via Rokbak Connected Services Web Portals (that can be run through Volvo Group companies as third-party providers or other third-party providers) and Rokbak accepting it;
- (ii) Rokbak sending a proposal for a Connected Service or Services to the Dealer and the Dealer accepting it;
- (iii) both Parties entering into an agreement for a Connected Service or Services,

in each case such order, proposal or agreement shall specify: (1) the type and scope of Connected Services; (2) Territory in which such Connected Services are to be provided, (3) relevant Machines and (4) Fees and payment terms, as well as (5) any other terms and conditions and/or deviations from this Agreement, (“**Contract on Connected Services**”).

4.2 Unless the Contract on Connected Services specifies otherwise, the following terms and conditions apply to the Services provided by Rokbak to the Dealer in the following order:

- (i) Terms and conditions of this Agreement;
- (ii) Attachment 1; and
- (iii) Attachment 2 (with the respective differences having been considered, provided that a service provider “Dealer” is replaced with “Rokbak” and service receiver “Customer” is replaced with “Dealer”).

5. TRADEMARK LICENSE

Dealer and its sub-dealers shall have a right to use and reproduce the Rokbak Trademarks only in connection with the activities of Dealer and its sub-dealers specified by Section 3 above.

6. OWNERSHIP

6.1 Rokbak shall retain, on behalf of itself and its licensors, all right, title and interest to the Connected Service and the Rokbak Trademarks, including any and all Intellectual Property Rights therein, and Dealer or its sub-dealers acquire no other rights to the Connected Service as well as other services provided hereunder (including services resulting from change requests), the Rokbak Trademarks or any Intellectual Property Rights of Rokbak other than the limited rights set out in Section 5 above.

6.2 In the course of this Agreement, Dealer or its sub-dealers may provide comments, suggestions and recommendations to Rokbak with respect to the Connected Services (including, without limitation, comments, suggestions and recommendations with respect to modifications, enhancements, improvements and other changes to the Connected Services) (collectively, “Feedback”). In such event, Dealer ensures that Rokbak may freely use and exploit any such Feedback without any obligation to Dealer or its sub-dealers, unless otherwise agreed upon by the Parties in writing. Dealer hereby assigns to Rokbak any proprietary right that Dealer or its sub-dealers may have in or to any modification, enhancement, improvement or change in or to the Connected Services based upon any Feedback from Dealer or its sub-dealers. Upon Rokbak reasonable request, and at Rokbak cost and expense, Dealer and its sub-dealers as applicable will assist and cooperate with Rokbak in securing and maintaining any patent, copyright, trademark, trade secret or other proprietary rights relating to the Connected Services in the Territory, and any such rights will be secured and maintained solely in the name of Rokbak. Rokbak will reimburse the expenses reasonably incurred by Dealer or its sub-dealers as applicable to provide any such assistance in accordance with Rokbak requests for the same.

6.3 The Parties agree that all data transmitted from the Machine belongs to the Customer. Rokbak and the Dealer’s right to use such data are stipulated in this Agreement.

7. ROKBAK OBLIGATIONS

Rokbak shall:

- (i) Provide the Connected Services in accordance with this Agreement.
- (ii) Provide any updated Documentation for the Connected Services; and Inform Dealer of any critical incidents in the Connected Services that comes to its knowledge.

8. DEALER’S OBLIGATIONS

Dealer shall, at its own cost:

- (i) Use commercially best efforts to market and promote the Connected Services in the Territory;
- (ii) Provide the Connected Services to the Customers that have acquired a Subscription from Dealer;
- (iii) Be responsible for obtaining all governmental registrations, permits or authorizations in the Territory necessary to provide the Connected Services to the Customers (and shall provide to Rokbak translated copies of such registrations and related documents upon request of Rokbak);
- (iv) Inform Rokbak of any unauthorised use of the Connected Services that comes to its attention;
- (v) If requested so by Rokbak, assist Rokbak in notifying the Customers and/or their machine operators or other data subjects of Personal Data processing by Rokbak.

9. MAINTENANCE RELEASES AND NEW VERSIONS

- 9.1 If Rokbak develops new functions and/or features that constitute New Versions, it is in Rokbak sole discretion to make such New Versions available to the Connected Services. If Dealer wants to propose a change on the Connected Services, such change request shall be raised through normal channels between the Parties.
- 9.2 In the event the Parties agree to add New Versions to the Connected Services, the Connected Service Fee may be adjusted.
- 9.3 Rokbak will, in its sole discretion, perform maintenance and provide Maintenance Releases of the Connected Services to Dealer as it deems appropriate and to the extent Maintenance Releases are made available for delivery to Dealer and/or Customer. Maintenance Releases may cover defects in quality of the Connected Services and intends to cover defects that Rokbak detects globally.

10. REPORTS, FEES AND PAYMENT

- 10.1 Dealer shall pay the Connected Services Fees as specified in the Contract on Connected Services.
- 10.2 Unless agreed by the Parties otherwise, Dealer shall pay the Connected Services Fee invoices issued by Rokbak hereunder within thirty (30) days from the invoice date.
- 10.3 Fees and charges arising from this Agreement do not include value added tax, withholding taxes, or any other applicable taxes, duties and charges that are imposed upon Dealer relating to the performance of this Agreement, which shall be borne by Dealer.

Unless agreed by the Parties otherwise, in the event that any tax is imposed by withholding, on the fees payable by Dealer to Rokbak. Dealer shall (a) withhold such tax from the payments made to Rokbak under this Agreement, (b) pay such tax to the relevant tax authority, and (c) provide Rokbak with documents confirming the payment of the tax to the tax authority.

- 10.4 Rokbak reserves the right to adjust the Connected Services Fees on an annual basis. If Dealer does not accept the annual adjustments, Rokbak may terminate the Agreement by giving Dealer 30 days' prior written notice.

11. AUDIT

Rokbak may audit (using its own employees and/or those of an independent auditing firm that is subject to appropriate confidentiality obligations) Dealer's use of the Connected Services to verify Dealer's compliance with this Agreement. Dealer agrees to give Rokbak (or the auditing firm) reasonable access to the Dealer's facilities and records for purposes of conducting these audits. Rokbak will bear the costs (including the fees and expenses of the auditing firm, if any) in conducting an audit, unless the audit reveals that Dealer has failed to comply with this Agreement, in which case Dealer agree to reimburse Rokbak for these costs.

12. WARRANTIES

- 12.1 Dealer hereby represents and warrants that:

- (i) Dealer provides the Connected Services in accordance with the terms and conditions of this Agreement and complies with any and all applicable laws and regulations (including the processing of Personal Data);
- (ii) Dealer has obtained, and will maintain throughout the term hereof, any and all necessary licences, authorizations, permissions to provide the Connected Services to the Customers; and
- (iii) Dealer shall not conduct or pursue any business or other activities that are unauthorized by this Agreement.

12.2 Dealer shall defend, indemnify and hold harmless Rokbak and its Affiliates against any liabilities, damages, cost and expenses (including legal fees and expenses) incurred by Rokbak and/or its Affiliates due to any of the foregoing warranties, any breach of confidentiality obligations, breach of data protection(Section 15), wilful misconduct, gross negligence, fraud on part of Dealer or any of its employees or agents or due to any claim of false or misleading advertising by Dealer or any of its employees or agents or any claim relating to Dealer's relationship with any Customer.

13. DISCLAIMER

13.1 Except as expressly set out herein, the Connected Services are provided "as is" and Rokbak makes no other representations or warranties with respect to the Connected Services, whether express or implied, including but not limited to, implied warranties of availability, merchantability, fitness for a particular purpose or non-infringement. In particular, Rokbak gives no warranty or guarantees as to correctness or accuracy of the data stored, collected and exchanged by the Machine.

13.2 Dealer is aware that the Connected Services may not be available in one or all areas in the Territory.

14. LIMITATION OF LIABILITY

14.1 Except to the extent prohibited by statute, any statement, representation, condition, warranty or other term express or implied, statutory or otherwise as to the quality, non-infringement, merchantability, suitability or fitness for any particular purpose of the Connected Services are hereby excluded and Rokbak shall not be liable to Dealer or any other persons by reason thereof or duty, statutory or otherwise, for any loss or damage (whether direct or indirect including without limitation damages for loss of profits, goodwill, use, data, savings or revenues or for increased costs of operations), even if advised of the possibility of such damages, arising directly or indirectly from this Agreement, the Connected Services, Contract on Connected Services or the Documentation or any other items furnished under this Agreement.

14.2 Under no circumstances shall Rokbak total liability under this Agreement exceed 100% of the sum paid under the Agreement for particular Connected Service in the quarter in which the claim arose.

14.3 If an occurrence or series of occurrences gives rise to a claim under any other agreement such as the Dealer Agreement, Dealer's exclusive remedy shall be limited to one of the applicable agreements. For the avoidance of doubt, no cumulative remedies/recoveries shall be permitted under any circumstances.

14.4 Dealer understands and agrees that Dealer (i) has no contractual relationship with the underlying carrier of mobile and wireless services used for the transmission of data and information, (ii) is not a third party beneficiary of any agreement between Rokbak and the underlying carrier, (iii) that the underlying carrier has no liability of any kind to the Dealer whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, (iv) that information may be delayed, deleted or not delivered, and (v) 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 Connected Services.

14.5 The Dealer acknowledges that the above provisions of this Section 14 are reasonable and reflected in the price which would be higher without these provisions, and the Dealer will accept such risk and/or insure accordingly.

15. DATA PROTECTION

In the course of providing the Connected Services hereunder, Rokbak will process Machine Data (as defined in Section 1.7 of Appendix 1 to **Attachment 2**) and other data made available to Rokbak by Dealer and/or Customer through its use of the Connected Services. To the extent that this data is considered Personal Data Rokbak shall be a processor and Rokbak will process the data in accordance with the Dealer's instructions (as outlined in **Attachment 2**). Rokbak shall also have the right to process data (both Personal Data and other data) acquired under this Agreement for its own purposes.

16. ENTIRE AGREEMENT

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.

17. CONFIDENTIALITY

- 17.1 Each Party acknowledges that, as a result of this Agreement, it may gain access to certain Confidential Information of the other Party. "**Confidential Information**" means the terms of this Agreement and all documentation and information, including, but not limited to, techniques, specifications, algorithms and processes and technical, business and marketing information, designated or marked by the Party disclosing such documentation and information orally, visually or in writing (the "**Disclosing Party**") as "proprietary" or "confidential" or the like, or that the other Party (the "**Receiving Party**") knows to be confidential, or should reasonably consider to be confidential under the circumstances of its disclosure or given the nature of the information, supplied by the Disclosing Party to the Receiving Party in connection with this Agreement.
- 17.2 During the term hereof and for a period of five (5) years thereafter, the Receiving Party agrees: (i) to hold the Disclosing Party's Confidential Information in strict confidence, using the same degree of care and protection that it exercises with its own Confidential Information of a similar nature, however in no event less than a reasonable degree of care; (ii) not to directly or indirectly disclose or otherwise make available any Confidential Information of the Disclosing Party to a third party; and (iii) not to copy or use Disclosing Party's Confidential Information for any purpose other than as necessary to fulfill Receiving Party's obligations or exercise its rights under this Agreement. Each Party will disclose the other Party's Confidential Information only to its employees, contractors, officers and directors, with a need to know in order to fulfill such Party's obligations hereunder and who are bound by a confidentiality undertaking which is no less restrictive than the terms and conditions herein. Notwithstanding the above, Rokbak may also disclose the Confidential Information to its Affiliates in accordance with the terms above. Each Party assumes full liability for any breach of this Section 17 by its employees, contractors, officers and directors of a Party or its Affiliates.
- 17.3 The obligations of this Section 17 will not include information disclosed hereunder which: (i) is publicly available prior to or at the time of disclosure, or later becomes publicly available through no fault of the Receiving Party; (ii) the Receiving Party can manifest was in its possession without restraints as to the disclosure thereof before receiving it from the Disclosing Party; (iii) the Receiving Party has already received from an authorized third party without restraints as to the disclosure thereof; (iv) is information that has been independently developed by the Receiving Party without use or reference to the Confidential Information disclosed by the Disclosing Party or (v) is disclosed with the prior written consent of the Disclosing Party.
- 17.4 In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

18. PUBLICITY

Neither Party shall make any press release relating to this Agreement, or otherwise make it publicly known that the Parties have entered into this Agreement, without first having obtained the other Party's prior written consent, including approval of the content of the press release, if any.

19. TERM AND TERMINATION

19.1 This Agreement shall enter into force, as of the Effective Date, when this Agreement has been duly signed by both Parties. The Agreement shall remain in force until further notice with six (6) months' notice period.

19.2 This Agreement or any Contract on Connected Services may be prematurely terminated with immediate effect by either Party upon written notice to the other Party if:

- (i) the other Party commits a breach of any material obligations or undertakings hereunder and fails within thirty (30) days of the service on it of notice to that effect, to remedy the same; or
- (ii) if the other Party should become insolvent or enters into liquidation, bankruptcy or other procedure due to its inability to pay its debts.

19.3 A failure to pay any sums due to Rokbak under this Agreement or any other agreement between Rokbak and Dealer is deemed to be a material breach of this Agreement.

19.4 The Dealer may terminate this Agreement or relevant Contract on Connected Services by giving Rokbak 30 days' written notice thereof if:

- a) Rokbak, according to the agreed terms between Rokbak and the Dealer, raises the price for the Connected Services and the price change is due to other circumstances than imposed taxes, duties or raised costs by any third party providing products or services in connection with the Connected Services. Notwithstanding, pass through costs, as determined by Rokbak sole discretion, associated with or made necessary by changes in technology; for example, the transition from 3G to 4G (or other similar technological advancements) shall not constitute grounds for termination and Dealer accepts that an increase associated with this transition is an anticipated cost of doing business that is recognized and has been planned for by Dealer, or
- b) Rokbak varies or amends this Agreement and the changes substantially alter the Dealers rights and obligations.

Termination according to a) and b) above must be made within 30 days from receiving Rokbak notice regarding the changes regarding the price and/ or terms of the Agreement.

19.5 Upon termination, for whatever reason, of the Dealer Agreement between Rokbak and the Dealer, this Agreement shall automatically terminate at the same time the Dealer Agreement is terminated.

20. RIGHTS AFTER TERMINATION

20.1 Upon the effective date of termination of this Agreement or Contract on Connected Services (irrespective of the cause of the termination) and at Dealer's sole cost and expense:

- (i) Dealer shall cease the marketing and resale of the terminated Connected Services;
- (ii) Transfer all Customer Agreements in relation to terminated Connected Services to an entity designated by Rokbak without remuneration;
- (iii) Each Party shall immediately destroy (and confirm in writing such destruction), or upon the other Party's written request return to the other Party, any and all Confidential Information received in relation to the terminated Connected Services.

20.2 The Dealer is not entitled to cut off the Customer access to Connected Services without Rokbak prior written consent. However, if Rokbak so requests, the Dealer shall immediately ensure that the Customer no longer has access to Connected Services.

20.3 The termination of this Agreement shall be without prejudice to the rights of the Parties accrued up to the date of such termination.

20.4 The provisions in this Agreement which by their nature are intended to survive the termination of this Agreement shall so survive the termination of this Agreement, including but not limited to Section 6, Section

11, Section 12, Section 13, Section 14, Section 15, Section 17, Section 19, Section 20 Section 28 and Section 29.

21. FORCE MAJEURE

21.1 Neither Party shall be under any liability to the other Party in any way whatsoever for destruction, damage or delay or any other failure to fulfil its obligations hereunder arising out of circumstances beyond its control, including but not limited to war, rebellion, civil commotion, strikes, lock-outs and industrial disputes, explosion, earthquake, fire, flood or drought, change of law or regulation (“**Force Majeure**”). Notwithstanding the forgoing, each Party shall use best efforts to continue to perform, or resume performance of such obligations hereunder for the duration of such Force Majeure.

21.2 If either Party is affected by Force Majeure, it shall promptly notify the other Party in writing of the nature and extent of the circumstances in question, and the length of time for which it is estimated that such Force Majeure event shall subsist.

21.3 In the event that an event of Force Majeure should exist for a period of more than ninety (90) days, either Party may terminate this Agreement with immediate effect upon written notice to the other Party.

22. NOTICES

All notice required or permitted to be given by either Party under this Agreement shall be subject to any notice provisions in the Dealer Agreement.

23. SUBCONTRACTORS

Rokbak shall have the right to subcontract its obligations hereunder to its Affiliates or any other third party as it deems appropriate. Rokbak takes the same liability for its subcontractors as for itself hereunder.

24. ENTIRE AGREEMENT

Subject to the applicable provisions of an accepted Contract on Connected Services and the order of precedence in Section 1, this Agreement, including its Attachments, constitute the entire Agreement between the Parties relating to the subject matter of this Agreement and supersedes any and all representations, undertakings and agreements previously made between the Parties with respect to the subject matter of this Agreement. In case of any inconsistency between any of the Attachments and the signed portion of the Agreement, the signed portion of this Agreement shall prevail.

25. AMENDMENTS

No amendments, modification or addition to this Agreement shall be valid unless made in writing and duly signed by both Parties.

26. ASSIGNMENT

26.1 Rokbak may assign, delegate, license, hold on trust or sub-contract all or any part of its rights or obligations under this Agreement.

26.2 This Agreement is personal to the Dealer who may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under this Agreement without Rokbak prior written consent.

27. SEVERABILITY

If any term or provision of this Agreement shall be held by any judicial, arbitral, regulatory or other public authority of competent jurisdiction to be, illegal, invalid, void or unenforceable, it will be to that extent omitted and the validity or enforceability of the remainder of this Agreement shall not be affected. The Parties shall negotiate in good faith a substitute, valid, enforceable provision which most nearly effects the Parties intent in entering into this Agreement.

28. WAIVER

The failure by either Party to enforce at any time or for any terms or conditions of this Agreement, or to exercise any rights in respect thereto, shall not be construed as a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

29. GOVERNING LAW AND ARBITRATION

29.1 This Agreement was the subject of joint drafting and as such, no theory of contract construction which interprets a contract more favourably for one party shall apply. The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this 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.

29.2 [The Swedish courts, with Goteborg’s Tingsrätt as first instance, will have exclusive jurisdiction to settle any dispute which may arise out of, or in connection with this Agreement. The parties agree to submit to that jurisdiction.]

29.3 Notwithstanding the aforesaid, nothing herein shall prevent Rokbak from seeking any interim or final injunctive or equitable relief by a court of competent jurisdiction.

29.4 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 la langue anglaise seulement.

IN WITNESS HEREOF, this Agreement has been entered into on the last date stated below (the “Effective Date”) in two copies, of which each Party has taken one.

ROKBAK LIMITED

DEALER: _____

Date:.....

Date:.....

Name.....

Name.....

Signature.....

Signature.....

Title.....

Title.....

ATTACHMENT 1**SPECIFICATION OF THE CONNECTED SERVICES AND SPECIAL TERMS**

Unless otherwise agreed by the Parties in the Connected Services Contract, the following specific conditions apply to each Connected Service:

HAUL TRACK**1. Specification**

1.1 Haul Track is a telematics remote machine management system developed by Rokbak, which provides information and various Haul Track services defined on the Rokbak web site ("**Haul Track Portal**").

2. Fees and Payment Terms

2.1 The fee for Haul Track and the terms of payment are, save as stipulated in this clause, set out in the Connected Services Contract or a separate agreement between Rokbak and the Dealer.

2.2 The fee for the use of Haul Track shall be paid to Rokbak yearly. The Dealer shall pay upon presentation of an invoice or contracted payment in accordance with an agreement predisposed.

3. Territory

Unless specified otherwise in the Connected Services Contract, the Territory will be the same as provided in the effective Dealer Agreement between Rokbak and Dealer, as may be amended from time to time.

4. Other Specific Terms and Conditions***4.1 Conditions for supply of Haul Track***

Haul Track may only be activated by Dealer and/or used by Customer with respect to the Machine, if:

- (a) Haul Track and the Hardware is available in the specific territory where the Machine will be used; including but not limited to Rokbak has (i) set up the Haul Track Portal for use of Haul Track in the relevant territory, (ii) received required certificate and other necessary permits regarding the use of Haul Track and the Hardware in the specific country, and (iii) entered into relevant agreements with mobile and/or Satellite operators.
- (b) the Dealer and the Customer of the Machine have entered into a Connected Services Agreement,
- (c) Volvo Group or the Dealer has installed in the Machine the necessary Hardware and the Customer has acquired all the equipment required for the use of Haul Track and/or has activated the Haul Track factory fitted options, and
- (d) the Dealer through the Haul Track Portal has registered the Machine and/or the Customer according to Rokbak' instructions.

If (a)-(d) is not satisfied Rokbak shall have the right to deactivate Haul Track on the relevant Machines. Information regarding the territories in which the use of Haul Track is available may be found on the Dealer Portal.

4.2 Responsibilities and obligations of Rokbak

Rokbak agrees to maintain the Data on Rokbak' Haul Track server and use it only for the purposes allowed under this Agreement or on the Web Site. Rokbak agrees to maintain the Data of each relevant Machine online for a period of one (1) year from the date the Data has been transferred to Haul Track, but in no event longer than the term of this Agreement.

Rokbak may keep such Data up to twenty (20) years from the date the Data has been transferred to Haul Track.

4.3 Limitation of Liability

(a) Rokbak gives no warranty and makes no representation regarding the use or the results of the use of Anti-theft, in particular that the Machine will not be stolen or, if stolen, will be recovered properly.

(b) Rokbak has no liability under this Agreement due to any damage, injury, loss or cost arising out of:

(i) any defect, unauthorised or improper use of the Hardware,

(ii) the Dealer or Customer's failure to maintain passwords, or

(iii) a failure by any third-party service provider (including but not limited to GSM data operators and/or satellite communication providers) to supply services in connection with Haul Track.

(v) IN NO EVENT SHALL ROKBAK BE LIABLE TO FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT, THE PERFORMANCE OR BREACH THEREOF, SERVICES PROVIDED BY ROKBAK OR USE OF OR INABILITY TO USE THE SERVICES, OR FOR ANY CLAIM BY CUTOMER, DEALER OR ANY THIRD PARTY, EVEN IF ROKBAK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS PROVIDED IN THIS SECTION SHALL APPLY EVEN IF ANY OTHER REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

5. Definitions

"Data" - All data transmitted from the Machine to Rokbak Haul Track server.

"Hardware" - Haul Track machine equipment and other supported devices.

"License Agreement" - A contract between the Dealer and the Customer which grants the Customer right to use Haul Track.

"Volvo Group" - Any person or entity belonging to the same company group as Rokbak.

"Web Site" - Rokbak' web site setting out the Haul Track services.

PROACTIVE MACHINE MONITORING

1. Specification

Proactive Monitoring uses machine data related to the condition of the machine and notifies the dealer when a deviation is detected that could lead to a potential failure of the machine

2. Fees and Payment Terms

Fees and Payment Terms are as set out in the relevant Connected Services Contract or a separate agreement between Rokbak and the Dealer.

3. Territory

Unless specified otherwise in a separate agreement between Rokbak and the Dealer, the Territory will be the same as provided in the effective Dealer Agreement between Rokbak and Dealer.

4. Other Specific Terms and Conditions

4.1 Conditions for supply of Proactive Monitoring Service

Proactive Monitoring may only be available to Machine with respect to which:

(a) *Haul Track* has been activated with mapping & tracking functionality. Deactivation of *Haul Track* will automatically deactivate *the service*. The machine must be connected to a Mobile/ Satellite network for the service to remain active.

(b) the Dealer and the Customer of the Machine have entered into a Connected Services Agreement,

(c) the Dealer has registered the Machine and/or Customer according to Rokbak' instructions.

If (a)-(c) are not satisfied Rokbak shall have the right to deactivate *Proactive Monitoring* on the relevant Machines. Information regarding the territories, in which *Proactive Monitoring* is available, is provided by the Dealer.

**ATTACHMENT 2
MANDATORY CUSTOMER TERMS**

The following parts of the enclosed FRAMEWORK AGREEMENT FOR THE PROVISION OF CONNECTED SERVICES shall be mandatory customer terms:

Customer owns or uses certain machines ("**Machine**" or "**Machines**") that are equipped with a Telematics remote machine management system ("**Telematics System**") and/or Haul Track. The Telematics System and Haul Track 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 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 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 Rokbak as Volvo Group companies as subcontractors to provide the Services. As subcontractors to Dealer, TTA 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, Rokbak 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 Rokbak 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, Rokbak 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, Rokbak, and Dealer (as applicable) will be considered so called "controllers." Customer agrees to assist Rokbak, 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 Rokbak as controllers.
3. Dealer shall obtain from Customer (and as required the end-user) any necessary consents for Rokbak 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, Rokbak 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.

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) 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 Rokbak' licensors. It consists of (1) technical sensors, processors, a mobile gateway, software as a service (SaaS) solutions offered by Dealer and run through Rokbak as third party providers, which the customers can access via the internet ("Interface") or receive otherwise, as well as of (2) the vehicle-based and other components ("Telematic Hardware"). 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.

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

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

1.5. 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 Rokbak 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 Rokbak.

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 the Dealer or at: HaulTrack@rokbak.com.

2.2. Customer information that Dealer and third-party service providers (in particular dealers and workshops authorized by Rokbak 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

3.1. The right of Customer to use the Telematics System 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 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.

4. Use of the Telematics System

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.

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

4.3. Customer is aware that the Telematics System may not be available in all countries/territories.

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

4.5. The Telematics System are copyrighted and Rokbak 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 are retained. Customer will not have any proprietary rights in and to the Telematics System, Telematics 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 Telematics System. Customer may not assign, sell, resell, bargain, convey, transfer, pledge, lease or grant any further rights to use of the Telematics System 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 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 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 and Interface in full compliance with all applicable laws and regulations, including data protection laws. Customer shall indemnify Dealer and Rokbak and their present and future affiliates, employees, agents, successors and assigns, as well as any other dealers of Rokbak 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 Rokbak 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.

7. Limitations of Liability

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

7.1. 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.

7.2. Customer understands and agrees that Customer (i) has no contractual relationship with Rokbak 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 Rokbak or its affiliates and subcontractors or any underlying carrier, (iii) that Rokbak 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) Rokbak 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.

8. Disclaimer of Warranty

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

9. 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 Rokbak 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 Rokbak authorized person at the request and expense of Customer.

10. Term and Termination

10.1. The Agreement may be terminated by Dealer or Customer by providing the other party notice at least 60 days prior to the termination date.

10.2. The termination of the Agreement automatically terminates any and all subscriptions to Services under this Agreement.

10.3. 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.

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

11. Miscellaneous

11.1. 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.

11.2. 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.

11.3. 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.

11.4. 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.

11.5. 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.

11.6. The Swedish courts, with Goteborg's Tingsrätt as first instance, will have exclusive jurisdiction to settle any dispute which may arise out of, or in connection with this Agreement. The parties agree to submit to that jurisdiction.

11.7. {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 a langue anglaise seulement.
