

Data Notice for Mobileye Retrofit Products including Mobileye 8 Connect™ and Mobileye Shield+™ Devices - v. 4/2021

- 1. In this Notice:
 - data means anonymous data , observed and collected by the device, about:
 - street features (e.g. signs, traffic lights and lane markings);
 - dynamic external events (e.g. vehicles parked on the hard shoulder; objects in the road); and
 - o vehicle dynamics (e.g. sudden braking);

and the times and locations at which they were observed;

- devices means your Mobileye 8 Connect™ or Mobileye Shield+™ devices;
- we/us/our refers to Mobileye Vision Technologies Ltd and/or its affiliates; and
- you/your refers to the legal entity whom you represent, and its successors and assigns.
- Your devices are connected to our cloud. This enables us to send over-the-air software updates to them to improve their performance or to add features, and to collect data (including images) which we use to improve our products and services. We bear the related costs of data transmission between your devices and our cloud (but additional optional services such as Mobileye telematics services are subject to separate agreement between you and us).
- 3. The data does not contain any personal information and so does not allow identification of any specific individual; the devices remove all personal information (including incidentally-collected faces and license plates contained in images) from the data before it is transmitted to our cloud. Collection, processing, and upload of the data occurs in the background and does not affect the proper operation of the device's safety features. (You can find out more about how we deal with personal information at https://www.mobileye.com/privacy-policy/.)
- 4. We may occasionally email you about over-the-air software updates for your devices, or changes to these terms. It's

- preferable that you give us a generic email address for this purpose (e.g. fleet@company.com, not the email of a specific person); and, if the email address below changes, please let us know via privacy@mobileye.com. If you are a fleet operator you agree to make these terms available to your drivers.
- 5. The data is confidential, and some or all of it is collected and transmitted by the devices in a format or digital container that is proprietary and confidential to us, and designed to be inaccessible other than to us, and (even if accessed) unreadable other than by us. We own all rights in the data (including any intellectual property rights), and if you acquire any present or future rights in the data by operation of law, you assign them to us. You agree we may possess, use, modify and disclose the data in any way without obligation to you.
- 6. If you transfer ownership of a device, you agree to (i) notify us of the transfer and (ii) notify the new owner that the device collects data.
- 7. The law of the applicable country below governs these terms and any dispute about them (including non-contractual claims), regardless of any conflict of laws principles that may apply, and the applicable courts below will have exclusive jurisdiction over any dispute arising from or relating to this agreement. You consent to personal jurisdiction and venue in those courts.

| Your place of incorporation (or, if unincorporated, | Governing law | Courts |
|---|------------------|-----------|
| principal place of business) | | |
| Israel | Israel | City of |
| | | Jerusalem |
| US or Canada | Delaware | Delaware |
| Any country within the Asia- | Singapore | Singapore |
| Pacific region | | |
| Any other country | England and | England |
| | Wales | |

| Your signature to the hard copy of this Notice, | or your clicking-to-accept an online co | opy of this Notice, indicates y | our agreement to |
|---|---|---------------------------------|------------------|
| these terms: | | | |

| Entity: | |
|-----------------------|------|
| Authorized signature: | |
| Name: | ate: |

Email Address for updates: