

TERMS FOR PROVISION OF TELEMATICS SERVICES

Version October 2020

These terms apply to Mobileye's provision of Telematics Services to you.

1. <u>Definitions</u>

Anonymized Data	Telematics Data stripped of Personal Information in accordance with section 5.2
Data Processing Agreement	a separate agreement entered into between you and Mobileye that forms part of these terms, which agreement governs the processing of Personal Information by Mobileye on your behalf in connection with the Telematics Services
Login Credentials	usernames and passwords used to access the Website and the Telematics Services
Mobileye Device	a Mobileye aftermarket product powered by the EyeQ®4 or later generation chip
Personal Information	personally identifiable information or personal data, or any other information regulated as personal data or personal information under the applicable data protection laws relating to an individual and processed by Mobileye for the purposes of providing the Telematics Services
Relevant Vehicles	vehicles, which you own and/or operate, into which vehicles a Mobileye Device is installed
Telematics Data	information relating to Relevant Vehicles, those Relevant Vehicles' drivers, and those drivers' driving behavior, which information Mobileye collects through the Mobileye Device for the purpose of providing the Telematics Services, including: vehicle speed, alerts issued by the Mobileye Device, settings, emissions, fuel consumption, engine performance, gearing, RPM, altitude, geolocation; safety and environmental information; and vehicle performance, diagnostics data and error codes
Telematics Services	services using the Telematics Data, which Mobileye provides via the Website, by which you may, <i>inter alia</i> , view both raw and processed Telematics Data in various viewer- friendly manners; and analyze and manipulate this Telematics Data through Website- based tools
Term	the period beginning on the date Mobileye first provides you with Telematics Services, and ending on the date on which Mobileye ceases to provide you with Telematics



	Services
Third-Party	Any person other than you whose consent is required by law for your receipt of Telematics Services in respect of a particular Relevant Vehicle
Website	Mobileye's telematics website

2. <u>Nature of the Telematics Services</u>

- 2.1. Mobileye shall make Telematics Services available to you for Relevant Vehicles.
- 2.2. A detailed description of individual Telematics Services available from time to time can be found at the Website.
- Mobileye reserves the right, upon as much notice to you – through the Website – as is reasonably practicable, to:
 - 2.3.1. add or remove specific Telematics Services;
 - 2.3.2. change the content, format or nature of the Telematics Data or the Services; and
 - 2.3.3. change the means of access to the Telematics Data or the Services.
- 2.4. Mobileye may make available to you a functionality whereby you may (in accordance with applicable law or as you otherwise choose) give drivers of Relevant Vehicles the unfettered ability to suspend permanently or temporarily collection of certain Telematics Data, e.g. geolocation reporting. Where Mobileye makes this functionality available, Mobileye is not responsible for your or your drivers' use (or misuse) of it.

3. Services Fee

The fees for Telematics Services are as set out in

Mobileye's price list or as otherwise agreed between Mobileye and you. Mobileye may make 'premium' Telematics Services available, through the Website, from time to time, for additional fees.

4. <u>Transfer of Relevant Vehicle</u> <u>Ownership/Operation</u>

- 4.1. You hereby represent (i) that you own or operate all Relevant Vehicles in respect of which Mobileye provides you with Telematics Services and (ii) that, where applicable, you have the permission of any relevant Third Parties to accept these terms and to procure Telematics Services in respect of Relevant Vehicles; (iii) you will procure, and shall be liable to Mobileye for, Third Parties' compliance with these terms; and (iv) upon written request, you will promptly procure that Third Parties execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to these terms.
- 4.2. Upon your transfer of the ownership/operation of a Relevant Vehicle to another party, you shall
 (i) notify the transferee of the fact that the Mobileye Device is collecting Telematics Data from the Relevant Vehicle; and (ii) notify Mobileye of such transfer. Upon such transfer, Mobileye may at its discretion elect to cease providing Telematics Services in respect of that



Relevant Vehicle or to continue to do so upon, *inter alia*, the transferee's acceptance of these terms.

- 5. <u>Mobileye Collection of Telematics Data;</u> <u>Mobileye Ownership of Anonymized Data;</u> <u>Mobileye License of Anonymized Data to You</u>
- 5.1. In order to provide the Telematics Services, Mobileye will collect Telematics Data (i) through the Mobileye Device and (ii) through the Website (e.g. where you use the Website to associate a particular Relevant Vehicle to a particular driver); will transmit it to Mobileye's data cloud; will retain it; and will process it on your behalf for the purpose of provision of the Telematics Services.
- 5.2. Mobileye will retain Personal Information comprised in the Telematics Data only so far as necessary to provide the Telematics Services to you. Otherwise, Mobileye will strip the Telematics Data of Personal Information (thus creating Anonymized Data).
- 5.3. You agree that Mobileye has the exclusive right to possess, use, access, modify, disclose, distribute, license and otherwise utilize the Anonymized Data. To the extent that applicable law attributes ownership of any rights (including intellectual property rights) in any part of the Anonymized Data to you, you hereby assign to Mobileye, absolutely with full title guarantee, all your rights, title and interest in and to any such Anonymized Data, including any intellectual property rights in it, whether now known or created in the future. Where any intellectual property rights cannot, as matter of

applicable law, be assigned, you hereby grant Mobileye an exclusive, royalty-free, irrevocable, perpetual, sublicensable, worldwide license under those intellectual property rights to use, access, disclose, modify, display and distribute Anonymized Data for any purpose.

- 5.4. For the purpose of, and in the course of, providing the Telematics Services to you, Mobileye will make Telematics Data available to you, through the Website.
- 5.5. Mobileye grants you a non-exclusive, nontransferable, revocable, worldwide license, for the Term, to access, view and reproduce any Anonymized Data made available to you through the Website (a) for the purpose of your internal business use and analysis of the Telematics Data (which shall not include the use of the Anonymized Data by, or for the benefit of, any third party); and (b) to the extent reasonably necessary, for the purpose of backup, mirroring (and similar availability enhancement techniques), security and disaster recovery.
- 5.6. You shall:
 - 5.6.1. use the Anonymized Data only as expressly permitted in section 5.5,
 - 5.6.2. not modify, adapt, translate, reverseengineer, extract, re-utilise, use, distribute, or disseminate the Anonymized Data;
 - 5.6.3. not use the Telematics Services or Anonymized Data for any purpose contrary to any law or regulation or any regulatory code, guidance or request, or in any way



that may damage the reputation of Mobileye or the Telematics Services;

- 5.6.4. not engage in any activity that interferes with or disrupts services on any device or network used to provide the Telematics Services; and
- 5.6.5. except to the extent permitted by any applicable law, not copy, modify, decompile, reverse engineer or create derivative works from any software provided as part of the Telematics Services.

6. Data Protection

- 6.1. Mobileye and you shall both comply with our respective obligations under the provisions of applicable data protection laws.
- 6.2. You will ensure that you (i) have all necessary notices in place and (ii) have a valid lawful basis for transferring Personal Information to Mobileye in the context of the Telematics Services.
- 6.3. This section is to be read in conjunction with the Data Processing Agreement at <u>Annex A</u> that sets out how Mobileye will process Personal Information in providing the Telematics Services, and the respective obligations of both parties in respect of Personal Information.

7. Indemnity

You shall indemnify Mobileye and its personnel against any loss it suffers in connection with any third party claim arising from:

7.1. Your breach of these terms (including, where there is Third-Party involvement, the relevant

Third Party's/ies' beach of these terms, in accordance with section 4.1(iii) above); or

7.2. your negligence, wrongful acts or wrongful omissions.

8. Compliance & Security

- 8.1. With respect to the Telematics Services, you shall comply with all applicable laws, including all applicable import, re-import, export, and re-export control and regulations.
- 8.2. You shall keep Login Credentials confidential and secure. If you believe the security of your Login Credentials has been compromised, or you suspect unauthorized use, you should promptly notify Mobileye. Unless you have notified Mobileye of this, Mobileye may treat all communications, instructions and transactions as authorized by you. If Mobileye reasonably suspects fraudulent or unauthorized activity on your account, Mobileye may terminate or suspend your access to the Website or any applicable Telematics Services or both, and will contact you to advise of this decision. You are responsible for any damage that may arise to Mobileye as a result of your failure to comply with this clause.

9. Disclaimer of Warranty

THE TELEMATICS SERVICES ARE PROVIDED "AS IS" AND "WHEN IS". MOBILEYE DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

While Mobileye intends for the Mobileye Device to



collect Telematics Data at substantially all times, and for the Telematics Services to be available in virtually real time through the Website at substantially all times (subject to occasional maintenance, updates and the like), such factors as vehicle location, satellite systems availability, weather conditions, internet stability and more may affect collection of Telematics Data and the Telematics Services' availability from time to time.

10. Limitation of Liability

то THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, MOBILEYE WILL NOT BE LIABLE TO YOU, OR ANY PERSON OR ENTITY CLAIMING THROUGH YOU, FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, **INCIDENTAL OR OTHER DAMAGES, UNDER ANY** THEORY OF LAW, ALLEGEDLY ARISING FROM THE USE OF OR INABILITY TO USE TELEMATICS SERVICES OR THE WEBSITE AND ITS CONTENT, INCLUDING THOSE ALLEGEDLY ARISING FROM THE INCOMPLETENESS OR INACCURACY OF THE TELEMATICS DATA OR CONCLUSIONS DRAWN FROM IT, EVEN IF YOU HAVE ADVISED MOBILEYE OF THE POSSIBILITY OF ANY SUCH DAMAGES.

11. Intellectual Property

Your right to access and use the Website and the Telematics Services is limited in the manner set out in these terms. You acknowledge that Mobileye or its licensors owns all intellectual property rights in the Website and the Telematics Services. Except as expressly stated herein, you have no rights to, under or in any patents, copyright, database right, trade secrets, trade names or trademarks (whether registered or unregistered), and no other rights or licenses in respect of the Website or the Telematics Services.

12. Additional Accounts

- 12.1. Notwithstanding the above, you may specifically request that Mobileye, as processor:
 (i) create separate accounts ("Additional Accounts"), with separate Login Credentials (in addition to the account it creates for you), for the use of third parties whom you, as primary controller, may designate at your sole discretion; and (ii) delete such Additional Accounts.
- 12.2. You acknowledge that, while such Additional Accounts will be separate from your account, the third parties will be independent controllers, with access to the same Telematics Data (including such Personal Information as is comprised in it) and the same functionalities in respect of it (e.g. ability to download and retain Telematics Data) as you do. Where applicable, you represent that you have the permission of any relevant Third Parties to this.
- 12.3. You acknowledge that Mobileye may decline to communicate directly with Additional Account-holders but rather only through you.

13. Governing Law and Venue

These terms shall be governed by and construed in accordance with the laws of England & Wales, without reference to conflict of laws provisions and any dispute related to or arising from these terms or the Telematics Services shall be subject to the exclusive jurisdiction of the courts in London and both parties hereto hereby consent to such



jurisdiction and venue.

14. Your Feedback

Mobileye may use any feedback, input, suggestions, recommendations, troubleshooting information or other similar information that you provide for the purpose of modifying, enhancing, maintaining and improving our Telematics Services without any obligation towards you.

15. Miscellaneous

- 15.1. Neither party may assign, sub-contract, transfer or dispose of any of its rights and obligations under these terms, either in whole or in part, without the prior written consent of the other party, provided that Mobileye may assign, subcontract, transfer or dispose of any of its rights and obligations under these terms, either in whole or in part, to any of its affiliates without your prior consent.
- 15.2. To the extent that any provision of these terms is declared by a court or other lawful authority

of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed and deleted or limited so as to give effect to the intent of the parties insofar as possible and you and Mobileye will use our respective best efforts to substitute a new provision of like economic intent and effect for the illegal, invalid or unenforceable provision, and the remainder of this Agreement shall continue in full force and effect with respect to all other provisions.

- 15.3. The failure by Mobileye to enforce any provision of these terms will not constitute a present or future waiver of such provision nor limit Mobileye's right to enforce such provision at a later time. Only Mobileye waivers in writing will be effective.
- 15.4. Upon written request, you shall promptly sign, or provide Mobileye with, any additional documents necessary to fulfil or perfect the transactions set out in these terms.

[The signature block below is relevant only in the case of manual signature.]

I have read the above, and agree to it.

I have the right to sign on behalf of _____

name of organization

Signature:

Name:

Date:

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Annex A: DATA PROCESSING AGREEMENT

This data processing agreement (the "DPA") forms part of Mobileye's Terms for Provision of Telematics Services (the "Telematics Terms"). This DPA shall prevail over any conflicting provisions of the Telematics Terms.

1. Definitions

The following expressions used in this DPA will have the meanings given to them below. All other capitalized terms will have the meaning given to them in the Telematics Terms:

"Controller" means you, the Telematics Services customer, who determines the purposes and means of the Processing of Personal Data.

"Data Incident" means accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Personal Data.

"Data Subject" means an identified or identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier, or to one or more factors specific to his physical, physiological, genetic, mental, economic, cultural or social identity, or any natural person to which Personal Data relates under applicable data protection laws.

"Data Protection Law" shall mean the EU General Data Protection Regulation (Regulation 2016/679) ("**GDPR**"), Israel's Privacy Protection Regulations (Data Security), 5777-2017, and any other law that applies to the processing of Personal Data under this Agreement including any subordinate, new or replacement legislation made from time to time.

"EU Data Protection Law" shall mean the EU General Data Protection Regulation (Regulation 2016/679) ("**GDPR**") and any other law that applies to the processing of Personal Data in the EU, including any subordinate, new or replacement legislation made from time to time;

"Mobileye Affiliate" means an entity that is wholly owned, directly or indirectly, by Mobileye.

"Personal Data" means personally identifiable information or personal data or any other information regulated as personal data or personal information under the applicable data protection laws relating to a Data Subject and Processed by Mobileye or any Mobileye Sub-processors for the purpose of providing the Services, as set out at Appendix 1 to this DPA.

"Process" means (as a noun) any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, blocking, erasure or destruction, and (as a verb) the conduct of such operation or set of operations.

"Processor" means Mobileye, which Processes personal data on behalf of the Controller.

"Sub-processor" means any Processor, engaged by the Processor and any Processor engaged by a Subprocessor, in accordance with section 5.



"Service" means the Telematics Services.

"Standard Contractual Clauses" mean the standard contractual clauses for the transfer of Personal Data from a Controller in the European Economic Area to Processors established in third countries, under the Directive, or any legislation replacing the EU Data Protection Directive 95/46/EC (the "Directive"), in the form set out in the Annex of European Commission Decision 2010/87/EU (or any alternative or successor decision that approves new standard contractual clauses for transfers to Processors in third countries), as amended by incorporating the description of the Personal Data to be transferred set out in Appendix 1 to this DPA and a description of the technical, organizational and administrative security measures referred to in section 3.2).

2. Data Processing

- 2.1. **Scope.** This DPA applies when Mobileye Processes Personal Data in providing the Services. (For the purpose of this DPA, Mobileye is the Processor and you are the Controller.)
- 2.2. **Compliance.** You are responsible for: (a) compliance with all applicable law concerning the protection of the Personal Data (except where applicable law applies directly to Mobileye as a Processor); and (b) in particular, obtaining all necessary consents from Data Subjects for Mobileye to Process the Personal Data according to this DPA.
- 2.3. **Instructions.** Mobileye will Process Personal Data in accordance with your documented instructions. This DPA and the Telematics Terms are your complete instructions to Mobileye in relation to the Processing of Personal Data. Processing outside the scope of your instructions will require prior agreement between Mobileye and you as to additional instructions for Processing, including agreement on any additional fees you will pay to Mobileye for carrying out such instructions. Mobileye and you agree that you may request any necessary changes in Mobileye's data Processing instructions by way of written notification to Mobileye.
- 2.4. **Application of Standard Contractual Clauses.** For EU Personal Data transfers, the Standard Contractual Clauses will apply to Personal Data, originating from you or your Affiliate established in the European Economic Area (who, for the purposes of the Standard Contractual Clauses shall be deemed the "Data Exporter"), which Personal Data is Processed by Mobileye (which, for the purposes of the Standard Contractual Clauses shall be deemed the "Data Importer"), in the course of providing the Services, outside of the European Economic Area. The Standard Contractual Clauses will cease to apply if Mobileye adopts Processor Binding Corporate Rules or an alternative recognized mechanism or standard for the lawful transfer of Personal Data (as provided for under EU Data Protection Law) outside the European Economic Area upon notice hereof by Mobileye to you. If there is any conflict between the Standard Contractual Clauses and this DPA, the Standard Contractual Clauses shall prevail.
- 2.5. **Deletion or return of Personal Data.** Mobileye shall delete or return the Personal Data (or any part thereof) at your request, or upon termination or expiry of the Telematics Terms. This requirement shall not apply to the extent that Mobileye is required or permitted by applicable law to retain some or all of the Personal Data, or to Personal Data it has archived on back-up systems, which Personal Data Mobileye shall isolate and protect from any further processing, except to the extent required by such law.



3. Security Responsibilities of Mobileye

- 3.1. **Mobileye Personnel.** Mobileye restricts its personnel from Processing Personal Data without authorisation and imposes appropriate contractual obligations upon its personnel, including relevant obligations regarding confidentiality, data protection and data security.
- 3.2. Security measures undertaken by Mobileye. Mobileye has implemented or will implement technical, organizational and administrative security measures in order to protect the Personal Data it Processes from a Data Incident.
- 3.3. Third Party Disclosures. Mobileye will not disclose Personal Data to any third party (including any government agency, court, or law enforcement agency) except with written consent from you or as necessary to comply with the law or valid legal process (e.g., subpoena, warrant, or court order). If a third party makes a request to Mobileye for access to or correction of Personal Data, Mobileye will refuse such request and will instead ask the third party to request that Personal Data directly from you (providing the third party with your contact information to that end). If Mobileye is compelled to disclose Personal Data to a law enforcement agency or a third party, it will endeavour to give you reasonable notice of the access request prior to granting such access, to allow you to seek a protective order or other appropriate remedy. If such notice is legally prohibited, Mobileye shall take reasonable measures to protect the Personal Data from undue disclosure, as if it were Mobileye's own confidential information being requested.
- 3.4. **Data Incident Notification.** Mobileye will notify you without undue delay if it becomes aware of a Data Incident affecting the Personal Data it Processes in the provision of the Services and will take reasonable steps to mitigate the effects and to minimize any damage resulting from such an incident. Mobileye shall provide reasonable cooperation to you to enable you to fulfil any data breach reporting obligations you may have under applicable Data Protection Law.
- 3.5. **Updating security measures.** You acknowledge that Mobileye may, as a part of ongoing system maintenance and development, proactively manage technical, organizational and administrative security measures to ensure security measures remain appropriate for the protection of the Personal Data during the term of the DPA.

4. Audit of Technical and Organisational Measures.

Mobileye agrees to provide copies of relevant external certifications, audit report summaries, and/or other documentation sufficient for you to verify Mobileye's compliance with the technical and organizational measures.

- 5. Sub-processors.
 - 5.1. **Engagement of Mobileye Sub-processors.** You agree that Mobileye may engage Mobileye Affiliates as Subprocessors and you agree that such Mobileye Affiliates may access or Process Personal Data to fulfil Mobileye's contractual obligations under this DPA or to provide certain services on Mobileye's behalf, such as providing support services.
 - 5.2. Third Party Sub-processors: The third party Sub-processors authorized by you on the Effective Date of the



DPA (if any) are listed at Appendix 2. At least thirty days before Mobileye permits any new third party Subprocessor (i.e. any Sub-processor which is not an Mobileye Affiliate) to Process Personal Data, Mobileye will inform you via appropriate means (e.g., via e-mail) about details of the new third party Sub-processor and its role in providing the Services. You may, not later than ten days after receiving Mobileye's notification under this Section 5.2, notify Mobileye of your objection to any new third party Sub-processor, specifying any reasonable data protection concerns in such notice (in which event, you and Mobileye shall discuss such concerns in good faith with a view to achieving resolution). In the absence of such objection notice, you will be deemed to have consented to the appointment of the new Sub-processor.

5.3. Obligations towards Sub-processors. In any event:

- Mobileye will restrict Sub-processors' access to Personal Data only to what is necessary to maintain the Service or to provide the Service to you, and any Sub-processor shall be prohibited from accessing Personal Data for any other purpose;
- (ii) Mobileye will impose obligations in writing upon the third party Sub-processor that are no less protective than the obligations upon Mobileye as Processor set forth in this DPA; and
- (iii) Mobileye will remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Sub-processor that cause Mobileye to breach any of its obligations under this DPA.

6. Other data processing obligations.

- 6.1. **Cooperation with Data Subject requests.** Mobileye shall, insofar as is possible and taking into account the nature of the processing by Mobileye, provide reasonable assistance to you to enable you to respond to (i) any lawful requests from a data subject seeking to exercise their rights under applicable Data Protection Law; and (ii) any enquiry or complaint received from a data protection authority in connection with the processing of Personal Data. In the event that any such request or correspondence is made directly to Mobileye, Mobileye shall promptly inform you providing full details of the same.
- 6.2. **Data Protection Impact Assessments.** Mobileye shall provide reasonable cooperation to you (at your expense) in connection with any data protection impact assessments and/or prior consultations with data protection authorities that are required under applicable Data Protection Law.
- 6.3. **Duties to Inform.** Where Personal Data becomes subject to confiscation during bankruptcy or insolvency proceedings, or similar measures by third parties while being Processed by Mobileye, Mobileye will inform you in writing, without undue delay.
- 7. Communications between the Parties. With respect to the Processing of Personal Data under the DPA, the parties agree to communicate as follows:
 - 7.1. Your Instructions. You may communicate any request to change your Data Processing instructions, via email, to legal@mobileye.com.
 - 7.2. **Notification Obligations.** For the purposes of Sections 2.4 (Application of Standard Contractual Clauses), 3.3 (Third Party Disclosures), 3.4 (Data Incident Notification), 5.2 (New Sub-processors), and 6.3 (Duties to Inform),



Mobileye shall send its notifications to the email it has on record for you.

8. Nondisclosure. You agree that the details of this DPA are not publicly known and constitute Mobileye's confidential information which you shall not publicly disclose. This shall not operate to prevent you disclosing the Standard Contractual Clauses, as applicable, where required.



APPENDIX 1: DESCRIPTION OF PERSONAL DATA

This Appendix 1 will serve as Appendix 1 to the Standard Contractual Clauses that apply between the you and Mobileye, whenever Mobileye processes Personal Data outside of the European Economic Area pursuant to Section 2.4 of this DPA.

Data exporter

You are the Data Exporter.

Data importer

Mobileye is the Data Importer.

Data Subjects

Data Subjects include the Data Exporter's customers, end-users and/or employees

Categories of data

Drivers:

Driver information: first name, last name, ID, birthdate

Contact info: phone, email, address.

Insurance information: country, limit driving, license information.

Vehicles:

Vehicle information: LP, SN, make, engine type, weight, height, model, VIN, trim, type of use, year.

Insurance information: country, limit driving, license plate.

Maintenance: yearly test date.

Processed data:

Total distance, average distance, max speed, average speed, score based trips, alerts.

Trips:

Distance, events, score, trip time, duration, vehicle information, assigned driver (if any).

Special categories of data/Categories of Sensitive Data

None.

Processing operations

The Personal Data transferred will be subject to such processing as is required to provide the services as set out in the Telematics Terms, as well as related maintenance, support and/or development services. This may include collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, disseminating or otherwise making available, aligning, combining, restricting, erasing or destroying personal data.



APPENDIX 2: AUTHORIZED THIRD PARTY SUB-PROCESSORS

Name of Sub-processor

Full address / Location of processing

Processing activities