Customer Number: [delete if not needed]
Contract Number: [delete if not needed]

Sygic Navigation Service Agreement

The Customer agrees to enter into this Navigation Service Agreement (hereinafter referred to as the **Agreement**) with:

[Amend at market level to ensure correct legal entity who is responsible for invoicing for service is used]

Volvo Lastvagnar AB (Volvo Truck Corporation) with company registration number 556013-9700 (referred to in this Agreement as **VOLVO TRUCKS**)

1 Object of the Agreement

1.1 Subject to the terms and conditions of this Agreement and in consideration of the payment by the Customer of the price and other charges set out herein, VOLVO TRUCKS provides the service 'Navigation' (the **Service**) for the vehicle(s) accepted by the Customer in Volvo Connect (the **Vehicle**).

1.2 The Service provides navigational guidance to drivers on board the Vehicle.

1.3 VOLVO TRUCKS may make any change to the provision of the Service which is required to conform to any applicable safety, statutory or regulatory requirement or added functionality; or which does not materially affect the quality or performance of the Services.

1.4 In some circumstances Customer may interact with a VOLVO TRUCKS dealer or importer in relation to the purchase of the Service. The dealer or importer may act as VOLVO TRUCKS' agent for the provision of the Service.

2 Price for the Service

2.1 The Customer shall pay the price for the Service on a case by case basis:

i. as a pre-payment for a pre-paid fixed period

2.2 All payments to be made by the Customer under the Agreement will be made in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim, and to the VOLVO TRUCKS entity, dealer or importer as noted on the invoice.

2.3 The price for the Services shall be as stated on Volvo Connect Digital Service Store, (where the price may be updated from time to time by Volvo with the validity date for new prices stated) and, if applicable, less discount as agreed between the Customer and VOLVO TRUCKS on a case by case basis.

2.4 In addition to the price, the Customer shall pay the price for upgrades of software and/or hardware as required for the functioning of the Services, including not limited to tele-communication equipment.

2.5 If any sum payable under the Agreement is not paid when due then, without prejudice to VOLVO TRUCKS's other rights under the Agreement, that sum will bear interest

from the due date until payment is made in full, both before and after any judgment, at a rate that is equal to the Stockholm Interbank Offered Rate (STIBOR) 3 month interest rate.

3 Specific conditions for pre-paid subscriptions

3.1 For an agreed pre-payment for a pre-paid fixed period, the following conditions apply:

i. To take advantage of the pre-paid period, the Vehicle must be registered and activated on Volvo Connect

ii. within one year from the day the pre-paid period was invoiced.

iii. The subscription period starts on the first day of the month after the Navigation Service agreement is accepted in Volvo Connect.

iv. During the prepaid subscription period, subscription charges will not be invoiced for the Vehicle to the Customer.

v. Charges related to the Service or usage other than covered by the subscription fee (e.g. additional Services), will be charged and invoiced to the Customer.

vi. During the pre-paid period, no refunds will be made if the Customer discontinues any of the Services.

vii. When the pre-paid subscription period has expired this Agreement will automatically terminate

viii. The above shall however not affect VOLVO TRUCKS's obligation to pay a refund pursuant to Article **Error! Reference source not found.** below

4 Information Systems

4.1 The Customer is aware that vehicles manufactured, supplied or marketed by a company within the Volvo Group are equipped with one or more systems which may gather and store information about the vehicle (the "Information Systems"), including but not limited to information relating to vehicle condition and performance and information relating to the operation of the vehicle (together, the "Vehicle Data"). The Customer agrees not to interfere with the operation of the Information System in any way.

4.2 Notwithstanding any termination or expiry of this Agreement, the Customer acknowledges and agrees that VOLVO TRUCKS may: (i) access the Information Systems at any time (including remote access); (ii) gather the Vehicle Data; (iii) store the Vehicle Data on Volvo Group systems; (iv) use the Vehicle Data in order to provide services to the Customer, as well as for its own internal and other reasonable business purposes; and (v) share the Vehicle Data within the Volvo Group and with selected third parties.

4.3 The Customer shall ensure that any driver or any other individual authorized by the Customer to operate the vehicle: (i) is aware that personal information relating to them may be gathered, stored, used, shared or otherwise processed by VOLVO TRUCKS; and (ii) is referred to or provided with a copy of the applicable Volvo Group privacy notice (available at https://www.volvogroup.com/en-en/privacy.html).

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4.4 The Customer agrees to notify VOLVO TRUCKS in writing if it sells or otherwise transfers ownership of the Vehicle to a third party.

5 Data Management Agreement

5.1 The Customer acknowledges that the Data Management Agreement, attached hereto as Annex 1, and available at the following web site: http://tsadp.volvotrucks.com/, is an integral part of this Agreement and agrees that the terms of that agreement applies to any data processing under this Agreement.

6 Term and Termination

6.1 The term of this Agreement commences on the date of agreement acceptance by the Customer on Volvo Connect.

6.2 The Agreement will continue in force until the Vehicle is de-registered by the Customer on Volvo Connect. The Agreement shall terminate at the end of the calendar month in which such de-registration was effected.

6.3 The Agreement shall automatically terminate if the Customer transfers the ownership of the Vehicle to a third party.

6.4 VOLVO TRUCKS may terminate the Agreement with immediate effect if the Customer 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 or Volvo may terminate the Agreement at any time by providing six months notice.

6.5 Failure by the Customer to pay any sum due under this Agreement is a fundamental breach which entitles VOLVO TRUCKS to terminate this Agreement with immediate effect.

6.6 If this Agreement expires or is terminated, the following shall apply after the date of expiry or termination:

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

ii. Upon termination of the Agreement for whatever reason the Customer shall not be entitled to a refund of any sums paid under this Agreement and the Customer shall forthwith pay VOLVO TRUCKS any sums accrued due under this Agreement;

iii. VOLVO TRUCKS shall, however, compensate the Customer in case of a pre-paid Agreement for a fixed period of time if VOLVO TRUCKS materially reduces the scope of the Services during that period of time. The compensation shall in such case be in proportion to the reduced use of the Services during the remaining period and shall exclude any other compensation to the Customer, such as costs, expenses and damages for lost business, and loss of profit.

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7 General responsibilities and obligations of the Customer

7.1 The Customer shall ensure that each employee or other person who operates the Vehicle, or uses the Services, complies with this Agreement and any instructions and recommendations set out on the Services terms of use and with VOLVO TRUCKS user guidelines in respect of the Service.

7.2 The Customer guarantees that it owns or otherwise has the right of disposition of the Vehicle.

7.3 The Service will only be provided by VOLVO TRUCKS in respect of the Vehicle if payment for the Service has been received by VOLVO TRUCKS in accordance with this Agreement and if the Customer has acquired all the equipment and software required for the use of the Services.

7.4 The Customer shall secure that the Vehicle is equipped with the systems and hardware as may be required for the Services. In case of doubt the authorized Volvo dealer can provide the systems necessary.

8 Limitations of liability

8.1 The following provisions of this Article reflect the scope of the Agreement and the price for the Service.

8.2 VOLVO TRUCKS 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 VOLVO TRUCKS will 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 VOLVO TRUCKS was aware of its possibility or not or for any consequential or indirect losses.

8.4 VOLVO TRUCKS hereby excludes to the fullest extent permissible in 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 favor of the Customer.

9 Force Majeure

9.1 VOLVO TRUCKS will not be liable to the Customer for any failure or delay or for the consequences of any failure or delay in performance of the Service, if it is due to any event beyond the reasonable control and contemplation of VOLVO TRUCKS including, without limitation, third party service providers (including but not limited to mobile data network operators), acts of God, war, industrial disputes, protests, fire, tempest, explosion, an act of terrorism and national emergencies and VOLVO TRUCKS will be entitled to a reasonable extension of time for performing such obligations.

10 Notices

10.1 Any notice for termination of this Agreement by VOLVO TRUCKS will be made to the

Customer's email address registered on Volvo Connect.

10.2 Any other notice by VOLVO TRUCKS in connection with this Agreement will be deemed to be considered duly served when published on Volvo Connect.

11 Miscellaneous

11.1 Appendix 1 contains the End-User Licence Agreement (EULA) from the third party provider of the Service. This EULA contains key terms in relation to the provision of the Service.

11.2 Time for performance of all obligations of VOLVO TRUCKS is not of the essence.

11.3 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.

11.4 No failure or delay by VOLVO TRUCKS to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same, or of any other right, power or remedy.

11.5 VOLVO TRUCKS may vary or amend the terms and conditions of this Agreement with three months' prior notice to the Customer.

11.6 The Agreement is personal to the Customer who may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Agreement without VOLVO TRUCKS prior written consent.

11.7 The Agreement contains all the terms which VOLVO TRUCKS and the Customer have agreed in relation to the Services and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such Services.

12 Applicable law and dispute resolution

12.1 This Agreement shall be governed by and construed in accordance with Swedish law, without regard to its conflict of laws principles.

12.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall first be referred to Mediation in accordance with the Rules of the Mediation Institute of the Stockholm Chamber of Commerce, unless one of the parties objects. If one of the parties objects to Mediation or if the Mediation is terminated, the dispute shall be finally resolved by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration proceeding shall be held in English. The place of arbitration shall be Gothenburg, Sweden. However, VOLVO TRUCKS shall be entitled at its discretion to have recourse to national courts on matters of industrial property rights, such as patents, trademarks and industrial secrets.

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APPENDIX 1

End-User License Agreement ("EULA")

1 Introductory Provisions

1.1 This EULA shall govern the relationship between:

i. The Customer or a person legally authorized to use the Vehicle (hereinafter referred to as **you** or **your**); and

ii. VOLVO TRUCKS (as the sub-licensor of the Software),

in relation to your use of the Navigation solution (hereinafter referred to as **Software**) and its particular features provided by **Sygic a. s.,** with its registered seat at Twin City C, Mlynské Nivy 16, 821 09 Bratislava – mestská časť Ružinov, the Slovak Republic, registered in the Commercial Register of the District Court Bratislava I, section: Sa, File No. 4893/B, Identification No. 35 892 030 (hereinafter referred to as **Sygic**)

1.2 This Agreement sets out the conditions under which you are entitled to use the Software installed in the device physically embedded and attached to the Vehicle.

2 Conclusion of this EULA

2.1 You accept the terms of this EULA and express your consent to be bound by this EULA by purchasing the Service.

2.2 If you do not agree with all terms of this EULA, you are not permitted to use the Software and you must notify VOLVO TRUCKS without undue delay. VOLVO TRUCKS will make unavailable or uninstall the Software from device embedded in the Vehicle.

2.3 You are not allowed to use the Software and accept this EULA if (i) you are not of legal age required to validly conclude this EULA, or (ii) you are a person barred from using the Software under the applicable laws.

2.4 This EULA is concluded at the approval of the Navigation Service Agreement in Volvo Connect.

3 Use of the Software

3.1 In order to be able to use the Software, the Software shall be installed as dashboard navigation on a correctly configured device embedded in Vehicle.

3.2 You hereby acknowledge that the Software contains and will be used jointly with the HERE digital map databases. Terms and conditions of use of map databases can be found on websites of respective map provider. Terms of end user license agreements of respective map provider form part of this EULA to the extent permitted by law

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governing this EULA.

3.3 For some functionalities of the Software to work correctly, you may need to have wireless internet or data connection enabled on your device. The settings of the device on which you use the Software shall be your exclusive responsibility. You shall be solely responsible for the payment of any fees and expenses related thereto.

3.4 You agree and acknowledge that you assume full, exclusive and sole responsibility for the use of the Software. You further acknowledge that it is your responsibility to comply with all applicable laws while using the Software.

4 Grant of Sub-license

4.1 All title and intellectual property rights in and to the Software including any of its parts (such as map databases) are owned and remain to be owned by Sygic or its suppliers.

4.2 VOLVO TRUCKS obtained a license from Sygic to sub-license the Software to end users in the extent described in Section 4.3 below.

4.3 VOLVO TRUCKS hereby grants you a (i) non- exclusive and non-transferable sub-license to use the Software for your personal use, subject to the conditions specified herein and unless this EULA stipulates otherwise (ii) a sub-license to use HERE map database in the extent specified in terms and conditions of license agreement with map provider and for the agreed period. After expiry of that period, you will no longer be entitled to obtain any future updates, unless you purchase additional access to map databases through VOLVO TRUCKS.

4.4 You might be entitled to obtain future upgrades and updates of the Software. Nothing in this EULA, however, constitutes your legal claim to request any future upgrades and updates. If upgrades and updates are available, obtaining of such upgrades and updates may be subject to additional payments. For the avoidance of doubts, the term Software used in this EULA shall include the updated and/or upgraded Software, unless stated otherwise.

5 Limitations of Sub-license

5.1 Software may only be used as dashboard navigation on device embedded in the Vehicle. You may obtain particular add-ons and/or additional access to map databases through VOLVO TRUCKS.

5.2 You hereby undertake that the Vehicle shall be used only by legal owner or person authorized by legal owner.

5.3 The Software and any of its parts (such as map databases) may serve for your personal and non-commercial use only. You may not sublicense, sell, resell, rent, lease, transfer, assign, time share, reproduce, duplicate, copy or otherwise commercially exploit or make the Software available to any third party, unless expressly permitted by this EULA.

5.4 You may not copy, distribute, reverse engineer, create derived versions of the Software or derivative works based on the Software, analyze, decompile, disassemble a source code or seek to obtain a source code of the Software unless expressly permitted by the applicable law.

5.5 You may not use the Software in any unlawful manner or in any manner that interferes with or disrupts the integrity of the Software. You may not modify or adapt the

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Software, or otherwise attempt to gain unauthorized access to the Software.

5.6 You hereby acknowledge and agree that VOLVO TRUCKS hereby grants you the right to use the Software. You hereby acknowledge that Sygic may adopt technical measures to disable your further use of your original copy of the Software or its duplicates.

6 Characteristics

6.1 The characteristics of the Software depend on its features.

6.2 VOLVO TRUCKS makes no warranty as to the accuracy or completeness of map databases that may be contained in or be used jointly with the Software, route conditions or route usability. Due to road conditions, the passage of time, changing circumstances, sources used and the nature of collecting comprehensive geographic data, some recommendations may not be accurate and may lead to incorrect results.

6.3 You should always obey the following rules when using the Software: The Software is not intended to replace information provided on the road, such as travel direction, time or lane restrictions, traffic light and signs, police instructions, etc. Obey all traffic regulations and drive vigilantly based on your own good judgment according to the road conditions. Always concentrate on your driving by keeping your eyes and mind on the road. Do not distract yourself by setting the Software while driving.

7 Liability for Defects

7.1 VOLVO TRUCKS shall be liable for defects (i) in the Software and (ii) in the upgrade or update of the Software.

7.2 VOLVO TRUCKS shall bear no responsibility whatsoever for any inaccuracy, incompleteness or other defect of any map databases used together with the Software. Such liability shall be governed by the terms and conditions of license agreements of the respective map providers.

7.3 VOLVO TRUCKS shall not be liable in any manner whatsoever for inputs provided by you. The inputs shall include in particular, but not exclusively: selection of destination, route, avoidance of tolls. You are solely responsible for the correctness of such inputs.

7.4 VOLVO TRUCKS does not warrant in particular (without limitation) that the Software or the provided result (i) will meet your requirements and (ii) will be uninterrupted, error-free or available at all times.

7.5 VOLVO TRUCKS shall bear no responsibility for any non-performance of the Software which is out of its reasonable control such as insufficient GPS signal.

7.6 You acknowledge that due to constant improvement of its software products, VOLVO TRUCKS may decide to cease to provide technical support with respect to particular Software version; it may result in the particular version being no more interoperable with other software in your device. In such case VOLVO TRUCKS shall inform you in advance and allow you to upgrade the Software. If you decide not to upgrade the Software to a newer version, VOLVO TRUCKS shall bear no responsibility whatsoever for the interoperability, defects and malfunctions of the software (including Software) in your device.

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8 Liability for Damage

8.1 VOLVO TRUCKS shall only be liable for damage in case there is a causal connection between the damage and the Software.

9 Term and Termination of EULA

9.1 This EULA is effective from the moment of its conclusion as specified under the point 2.4 above and is concluded for an indefinite period of time.

9.2 You may terminate this EULA with immediate effect at any time by notifying the Sub-licensor and allowing VOLVO TRUCKS to deactivate or uninstall the Software from device embedded in the Vehicle.

9.3 This EULA may be terminated by VOLVO TRUCKS with immediate effect, if you substantially fail to comply with any provision of this EULA. The notice of termination shall be sent to your e-mail address which you have provided. The notice of termination shall become effective as of the moment of its delivery to the e-mail address or as of the moment when VOLVO TRUCKS receives a reply that it is not possible to deliver the respective e-mail containing the notice of termination.

9.4 If you substantially fail to comply with any provision of this EULA, VOLVO TRUCKS is entitled to immediately terminate your use of the Software.

9.5 Upon termination of this EULA, you must cease all use of the Software and allow Sub-licensor to deactivate or uninstall the Software from device embedded in the Vehicle. The provisions of this EULA, which by their nature are intended to survive the termination, will remain in effect after termination of this EULA (e.g. provisions related to confidentiality, limitations of license, liability for defects and damage, governing law and jurisdiction).

10 Confidentiality

10.1 At all times during the term of this EULA and thereafter, you shall keep confidential and not disclose, directly or indirectly, and shall not use for your benefit or any other individual or entity any confidential information of VOLVO TRUCKS, Sygic or any of its third-party data providers. For the purposes of this EULA confidential information means any trade secrets or information whether written, digital, oral, or in other form which is unique or confidential to VOLVO TRUCKS, Sygic or its third-party data providers.

11 Governing Law

11.1 This EULA shall be governed and construed in accordance with the Swedish law. The United Nations Convention for Contracts for the International Sale of Goods is explicitly excluded.

11.2 Statutory regulations on mandatory application of national or international consumer protection law remain unaffected.

12 Miscellaneous

12.1 If any provision of this EULA is held to be invalid, illegal, or unenforceable in any

Customer Number: [delete if not needed]
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respect, that provision to the extent permitted by law shall be severed from this EULA and shall not affect the remaining provisions hereof, and the parties agree to substitute for such provision a valid provision which most closely approximates the intent and economic effect of such severed provision.

12.2 You may not transfer the sub-license or assign the rights arising from this EULA to third party without prior written consent of VOLVO TRUCKS.

12.3 This EULA constitutes the entire agreement between VOLVO TRUCKS and you pertaining to the subject matter hereof, and supersedes in their entirety any and all written or oral agreements previously existing between VOLVO TRUCKS and you with respect to such subject matter.

12.4 A failure or delay in enforcing any right or remedy under this EULA shall not constitute a waiver of such right or remedy or of any future exercise of such right or remedy.