

VIDA LICENSE AGREEMENT

VIDA is an application provided by Volvo Car Corporation (Volvo Cars), registration number 556074-3089, located at SE-405 31 Gothenburg, Sweden.

VIDA and its supporting components constitute “the Service” of this License Agreement. The supporting components include but are not limited to:

- VIDA run-time application
- VIDA Admin, a subscription and administration tool for VIDA
- DiCE
- Software Products, software for download into control modules of Volvo vehicles
- Wiring diagrams
- Service and repair information

By installing or using the Service you acknowledge that you have read and accepted the contents of this License Agreement (“the License”). Volvo Cars may modify this License from time to time. If and when these terms and conditions are altered, you will be notified that new and updated content is available. All usage of the Service after the new terms and conditions have been made available will constitute renewed acceptance of the License.

One Main Subscription is mandatory for each Geographical location, physical address, for using the Service. Main Subscription within this context means the initial VIDA License to utilize the Service containing three (3) licenses for three (3) users.

Volvo Cars will analyze and review ability to install and maintain the Service, as well as to ensure its proper functioning, integrity, and security on your computer/device. This may mean that certain computer/device system information will be sent, recorded and stored at Volvo Cars. Any hardware or foreign software installed or used on your computer(s)/device(s) that has the ability to misuse the Service will constitute a serious violation of this License, and Volvo Cars will immediately terminate said License without notice. For the European Union, this includes DiCE or any other equivalent replacement to DiCE. To maintain the integrity of the Service, security settings may not be changed, and doing so will be grounds to terminate the License without notice.

Volvo Cars has the sole and final authority to interpret what foreign software may or may not violate this License Agreement or whether the European Union replacement of "DiCE" does so. Volvo Cars' interpretation does not constitute any guarantee or endorsement. The following software is authorized: VIDA (with a proper and valid license); Microsoft Operating System, calendar, planning system; an email program for sending/receiving email communications; and web browsers. Other hardware and software must receive written approval from Volvo Cars. Approval of such hardware and/or software is not an endorsement or guarantee.

Purpose and Scope of the Service

The Service provides support in planning, servicing and repairing Volvo vehicles to Volvo Cars authorized dealerships/retailers/importers/repair shops, and to independent shops in certain limited jurisdictions. The Service shall be available any time except for interruptions for service, maintenance and unforeseen circumstances.

At no time shall the Service be directly or indirectly transferred, assigned, sold, rented, given away, modified, etc. or utilized outside the scope of the Licensee's development of diagnostic tools. No other commercial use is authorized, and such unauthorized use shall be cause for immediate termination of access without notice. Any such misuse may result in additional civil and/or criminal legal action.

In certain limited jurisdictions, the objective of the Service also includes providing VIDA access to "republishers" for the sole purpose of redistributing repair and service information, but not software products, to third parties. Such access is conditioned upon the fact that a specific written agreement is entered into at the time of access and remains in effect. No other use outside this specific written agreement is authorized, and such unauthorized use shall be cause for immediate termination of access without notice. Any such misuse may result in additional civil and/or criminal legal action.

License

Volvo Cars hereby grants you a non-exclusive license to use the Service in accordance with this License. The License also includes updates of the Service. You do not have any right to sub-license, assign or transfer your rights under this License to any third party. The Service is the property of Volvo Cars and is protected by copyright and other intellectual property laws. It may not be directly or indirectly copied, reproduced, distributed, amended, modified or otherwise used, except as explicitly stated in this License. Any such unauthorized action may not only constitute an infringement of the relevant intellectual property rights but may also constitute a criminal offense under relevant national or local laws.

You are always responsible for protecting the assets bundled into the Service when using the Service. Any such failure to do so through carelessness or willfulness may result in immediate termination of the Service without notice. In some circumstances and jurisdictions, civil and/or criminal legal action may be taken.

The License is valid only as long as fees for all purchased licenses have been paid, in accordance with Volvo Cars' applicable price list. Volvo Cars only provides an e-copy of payment confirmation and does not issue any special receipt for applicants from any specific market. Volvo Cars may amend these price lists at any time. If you are a Volvo Cars authorized dealer/retailer, you agree to pay the license fee as per the invoice. In any other case, you agree to pay the license fees in advance using a valid and Volvo Cars-approved credit card. In all cases, the License may be terminated according to the conditions stated under *Termination*.

Any software product for a vehicle that is downloaded by use of the Service may only be installed unaltered on the specific vehicle for which it is intended, at your own workshop facilities. It is the user's responsibility to ensure that the latest version is installed on the vehicle. The user may not keep any copies of these software products after they have been installed on the vehicle, nor allow any third party real or potential access to said software.

Except with prior written authorization from Volvo Cars, no information, or any derivation, revision or combination thereof received through the Service may be duplicated, reproduced, distributed, or otherwise disseminated, in whole or in part, in any form, to any third party, except that limited reproduction is permitted for distribution within your own internal organization. Under no circumstances may copies produced under this provision be offered for sale, resale, rent or loan. Any other form of extraction and reutilization in the meaning of Article 7 of Directive 96/9/EC of March 11, 1996, on the legal protection of databases, is strictly forbidden.

Unauthorized copying or modification of the Service or failure to comply with this License will result in automatic and immediate termination of the License without notice. The Service is to be used solely for business purposes.

In addition to Volvo Cars' right of termination of this Agreement in accordance with what is stated herein, should the Licensee be in breach of this Agreement by sub-licensing, assigning, or transferring any of its rights under this License to any third party, Licensee shall pay compensation to Volvo Cars in the form of a contractual penalty at an amount equal to two times the yearly gross Main Subscription fee for each sub-license, assignment, or transfer the Licensee has made.

Use of the Service

You shall assume that everything that can be seen or read when using the Service, as well as any information made available through VIDA, is copyrighted or protected by other intellectual property laws, unless otherwise stated, and may not be used without the written permission of Volvo Cars, except as provided in this License. All use of the Service is subject to the following restrictions:

According to relevant laws or regulations, Volvo Cars may discontinue the provision of the Service at any time, and Volvo Cars reserves the right to remove any information to be updated and modified. Volvo Cars shall not be liable for any resulting liability, loss or damages for discontinuing the provision of the Service.

Any information available from the Service may be printed on one paper copy; however, you may not make additional copies of such information. You shall use the Service information and this copy only for your individual use or for use in your business: i.e. for the repair and service of Volvo vehicles, for diagnostic tool developers, and/or for authorized republishers within the European Union. You agree not to sell, transfer, assign, publish, distribute, disseminate, allow access to or convey any other information contained in or purchased by use of the Service, or any derivation, revision or combination thereof, to any third party.

You are solely and entirely responsible for maintaining the confidentiality of any user ID and password provided to you and you agree to notify your local support organization immediately of any unauthorized use or suspected unauthorized use of the Service or any other breach of security. Users who have been terminated from employment at the licensee shall inform Volvo Cars immediately concerning the voiding of such user ID and passwords. Failure to do so may be grounds to terminate your License without notice.

Equipment

The Licensee shall be responsible for ensuring that any equipment needed to use the Service is compatible with the Workshop System Requirements and Guidelines (320+country code) and with Volvo Cars Dealer Standards. For independent workshops, the documents are available at the Workshop Support Guide, <http://workshopsupportguide.volvocars.biz/vida/system-requirements.aspx>. For authorized dealers, the documents are available on the Dealer Development Platform, <https://ddp.volvocars.biz/>, under Places/IT / Data Protection/Workshop System Support.

Updates

If a software vendor(s) (e.g., Microsoft or other third-party providers) releases an update or a patch necessary to access and use the Service, you are responsible for downloading and installing such updates.

Software licenses

The Service uses multiple open-source software licenses for which documentation is hereby provided [1].

Warranty

The licensee has no right to claim damages under this License. License terms and conditions which are not directly applicable to this warranty will continue to remain in full force and effect.

Volvo Cars and its affiliates, agents and representatives cannot and do not warrant the accuracy, completeness, non-infringement, merchantability or fitness for a particular purpose of the information provided and available through the Service, or the Service itself.

No written or oral information or advice given by Volvo Cars, its affiliates, agents, representatives, employees or any other person shall create a warranty or in any way increase the extent of this warranty.

Disclaimer

All use of the Service is at your own sole risk and you are solely responsible for the use of any information obtained from the Service. The Service is provided “as is”, and Volvo Cars does not guarantee the timeliness, sequence, accuracy or completeness of the Service or of any other information or messages.

The Service is intended to be used by trained professionals only. The Service is not a substitute for your professional judgment. The Service is intended to assist in servicing Volvo vehicles and to provide information related to Volvo vehicles. Volvo Cars shall not be liable in any manner whatsoever for the results obtained from use of the Service. Persons using the Service are responsible for the supervision, management and control of the Service and the information provided by the Service. This responsibility includes the determination of the appropriate use of the Service and the selection of appropriate measures to achieve the intended result. Persons using the Service are also responsible for establishing appropriate procedures for testing vehicles repaired using the Service.

Due to the number of sources from which information on the Service is obtained, and the inherent hazards of electronic distribution, there may be delays, omissions or inaccuracies in such information and the Service, as well as unavailability or interruptions of the Service, for which Volvo Cars does not assume any liability. Moreover, Volvo Cars does not assume any liability if the Service is not available to the extent stated above due to delays, omissions, or inaccuracies of any third party.

Limitation of liability

The Service produced and delivered by Volvo Cars shall be continuously updated whenever possible. Neither Volvo Cars nor its affiliates, agents and representatives shall be liable to you or anyone else for any loss or injury caused in whole or part by its negligence or contingencies beyond its control in procuring, compiling, interpreting, reporting or delivering the Service, updates, and any information provided through the Service. In particular, Volvo Cars shall not be liable for any loss or damages of any kind, including loss of data, lost profits, cost of cover or other special, incidental, consequential or indirect damages arising out of the use of or inability to use the Service. Insofar as the liability of Volvo Cars is excluded or limited, this shall also apply to the personal liability of its employees, representatives and other agents. If Volvo Cars violates a key contractual obligation willfully or through gross negligence, liability for damage to property or personal injury shall be limited to typical damages that occur.

Volvo Cars shall accept no liability for any orthographic, typographical, printing or arithmetical errors in the Service.

If the Service is used or distributed in a manner contrary to the terms of this License, Volvo Cars shall be entitled to claim damages. Volvo Cars shall be entitled to immediately terminate this license if the Service is being used in a manner that violates this License.

In no event will Volvo Cars, its affiliates, agents and representatives be liable to you or anyone else for any decision made or action taken by you through reliance on the Service or for any consequential, special or similar damages, even if advised of the possibility of such damages.

Any cause of action concerning the Service and the information available through the Service must be commenced within six (6) months after such cause has occurred.

Nothing in this License shall be deemed to limit or exclude any liability that is not permitted to be limited or excluded by law.

Data protection

Any personal data collected by Volvo Cars hereunder will be treated in accordance with applicable data protection laws and regulations, in which context it is acknowledged that technical data being generated in a vehicle may constitute personal data. Volvo Cars is the controller of such data of which some may also be processed by you, other companies in the same group of companies as Volvo Cars and subcontractors of the Volvo Car Group (which companies may be located within or outside the European Economic Area).

The purpose of collecting data from the vehicles is to be able to diagnose, service, provide appropriate software updates to and repair the vehicles in an efficient way as well as being able to handle customer complaints, warranty matters and recalls. On an aggregated basis, the information is also used for quality assurance and product-development purposes.

In some instances, as set out in Appendix 1, Volvo Cars and you will process personal data on behalf of the other party in the capacity of processor, under applicable data protection laws and regulations, including the General Data Protection Regulation (EU)2016/679 (GDPR). The party acting as a processor for the other party undertakes to:

1. only process personal data in accordance with the controller's documented instructions. Processor shall immediately inform controller if instructions are lacking or if instructions are infringing applicable laws, rules and regulations;
2. ensure that the employees/agents/sub-contractors or other third parties that are authorized to process personal data are subject to an enforceable obligation of confidentiality with regard to the personal data;
3. implement appropriate technical and organizational measures required pursuant to Article 32 in the GDPR;
4. to the extent that sub-contractors are engaged as sub-processors of personal data on behalf of controller (which mandate is hereby given by the controller), respect the conditions referred to in Article 28, paragraphs 2 and 4, in the GDPR;
5. to the extent that personal data will be transferred to a country that does not ensure an adequate level of data protection, the processor shall inform controller and ensure that the personal data is safeguarded through, e.g., Standard Contractual Clauses adopted by the European Commission prior to any transfer of personal data;
6. assist the controller in responding to requests from Data Subjects (as defined in applicable laws, rules and regulations), pursuant to Chapter III in the GDPR, by implementing appropriate technical and organizational measures;
7. assist controller in fulfilling its obligations pursuant to Articles 32 to 36 in the GDPR;
8. on termination or expiration of the Agreement for any reason, return or delete, at controller's choice, all personal data processed under the License, unless controller is required to retain the personal data by applicable laws, rules and regulations; and
9. make available to controller upon controller's request all information necessary to demonstrate controller's and processor's compliance with the obligations laid down in Article 28 in the GDPR and in this License and allow and contribute to audits conducted by controller or another auditor mandated by controller, including inspections.
10. not take any measures to get access to any information that is not immediately available to you through VIDA.

Each party is responsible for providing an information notice to the Data Subjects in connection with the collection of the personal data or when otherwise appropriate for the processing activities for which the party is controller. The parties agree that if one party is held liable for a violation of this License in relation to data protection or processing of personal data committed by the other party, the latter will, to the extent to which it is liable, indemnify the first party for any cost, charge, damages, expenses or loss it has incurred.

Indemnification is contingent upon (1) the party receiving a claim for a violation of this License in relation to data protection or processing of personal data committed by the other party, promptly notifying the other party of such claim; and (2) the party that has committed the violation being given the possibility to cooperate with the other party in the defense and settlement of the claim.

To the extent permitted by applicable law, the processor undertakes to pay any and all administrative fines that the controller has been obligated to pay by a competent supervisory authority as a result of the processor's processing of personal data in violation of applicable data protection laws and regulations.

The liabilities and indemnifications set out above in relation to data protection or processing of personal data are subject to the limitations set forth under the heading *Limitation of liability* above.

Audit

Volvo Cars, or its authorized agent, may audit any and all aspects of the Licensee's operations, including, but not limited to, the Licensee's books, records, stocks, and insurance policies related to this Agreement, to verify compliance with this Agreement. The Licensee shall retain all relevant books and records for at least four (4) years (or such longer period as required by law) from the date of final entry and shall afford Volvo Cars or its authorized agent access to all relevant documentation, wherever and by whomever it is held, including the right to take photocopies or electronic copies, during normal business hours.

Termination

You and Volvo Cars may terminate this License and the Service at any time and without any cause. Such termination shall be made in writing, such as by email, and shall have immediate effect. Upon termination, the Service will immediately be disabled for you. You will not be refunded any portion of the purchase price already paid. Certain serious misuse or violations may result in termination without notice as mentioned above.

Continued use of the Service after termination is forbidden.

Compliance with Trade Sanctions and Export Control Regulations ("TSEC"):

1. For the purposes of this License, "Listed Person" shall mean any person, company, entity, or organization designated on any sanctions list issued, or otherwise blocked or subject to economic sanctions imposed, by the European Union ("EU"), the United States ("U.S."), or the United Nations ("UN"), or any other relevant government authority, as the case may be, or any person owned or controlled by, or acting for or on behalf of, such Listed Person.
2. You hereby agree, represent, and warrant that (i) neither you, nor any of your officers, directors, or employees, is, has been, or will be a Listed Person, and (ii) when performing any activity covered by the License, you shall not (a) conduct any business activity, directly or indirectly, with or for the benefit of any Listed Person, (b) conduct any business activity prohibited or restricted under EU, U.S. or UN sanctions or export-control laws, or (c) engage in any transaction that evades, avoids, or attempts to violate any economic sanctions imposed by the EU or the U.S.
3. You further represent and warrant that you not are acting for or on behalf of, and will not otherwise sell, provide, transfer, or sublicense the License or the Service to, any person located or organized in Cuba, Iran, North Korea, Syria, or the Crimea region of Ukraine.
4. Volvo Cars may terminate this License and the Service without notice and with immediate effect in case you breach any of the obligations, representations, or warranties set out in in subclause 2 and 3 of this TSEC clause fails to be true.

Volvo Cars trademarks

For the sake of clarity, nothing in this License grants you the right to use any Volvo Cars trademarks. Volvo Cars shall have the right to terminate this License and the Service under this License with immediate effect if you use any Volvo Cars trademarks in a manner that Volvo Cars considers to be an infringement of its trademark rights without Volvo Cars' separate and express written permission. In the event of such termination, no further VIDA license will be granted to you. Volvo Cars also reserves the right to claim damages for any unauthorized use of Volvo Cars trademarks. For the purposes of this License, "Volvo Cars trademarks" shall include any trademarks, devices, logos, or names owned by Volvo Cars or otherwise licensed to Volvo Cars from Volvo Trademark Holding AB and/or Polestar Holding AB.

Applicable law and venue

This License and any use of the Service shall be construed in accordance with and governed by the material laws of Sweden, with exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The exclusive venue for all claims arising from the purchase agreement that is entered into between the Customer and Volvo Cars, or from this License Agreement, shall be the District Court of Gothenburg, Sweden, as first instance.

Contact information

If you are a Volvo Cars sales company or a Volvo Cars authorized dealer/retailer/repairer, please use the TIE system to report any issues. If you don't have access to TIE, please contact tissupp@volvocars.com.

Maintenance and technical information provided by Volvo Cars reflects the most current knowledge and latest technical information. Volvo Cars will update its technological information from time to time based on technology updates and other feedback. We recommend that you subscribe to real-time technical information bulletins to conduct related business. Volvo Cars assumes no liability for direct or indirect consequences due to failure to use the most up-to-date information.

[1] Click on [this link](#) to open the document that contains all licenses.

APPENDIX 1 – DESCRIPTION OF PROCESSING ACTIVITIES

NAME OF PROCESSING ACTIVITY/ACTIVITIES: IT SERVICES

1. **SCOPE, TYPE AND PURPOSE OF THE INTENDED COLLECTION, PROCESSING OR UTILIZATION OF PERSONAL DATA, KIND OF PERSONAL DATA, CATEGORIES OF DATA SUBJECTS AND ROLES OF THE PARTIES:**

Scope & purpose of authorized dealerships'/retailers'/importers'/repair shops'/independent shops' (Licensee) processing of personal data on behalf of Volvo Cars.

Licensee will process personal data as necessary to perform services pursuant to the License and as further instructed by Volvo Cars, including, but not limited to, the application and its supporting components provided by Volvo Cars.

The services consist of, among other things, the following activities in relation to personal data: use of personal data to set up, operate, monitor, and provide the services (including support); computer processing of personal data, including data transmission, data retrieval, and data access; and execution of instructions of Volvo Cars in accordance with the License.

Scope & Purpose of Volvo Cars' processing of personal data on behalf of Licensee.

Volvo Cars will process personal data as necessary to perform services pursuant to the License, and as further instructed by Licensee, including, but not limited to, the application and its supporting components provided by Volvo Cars.

The services consist of, among other things, the following activities in relation to personal data: use of personal data to set up, operate, monitor, and provide the services (including support); computer processing of personal data, including data transmission, data retrieval and data access; and execution of instructions of Licensee in accordance with the License.

Roles

Volvo Cars is controller in relation to the processing activities described under the heading "Scope & purpose of authorized dealerships'/retailers'/importers'/repair shops'/independent shops' (Licensee) processing of personal data on behalf of Volvo Cars" above and Licensee is processor for these activities.

Licensee is controller in relation to the processing activities described under the heading "*Scope & purpose of Volvo Cars' processing personal data on behalf of Licensee*" above and Volvo Cars is processor for these activities.

Type of personal data and categories of data subjects

The Licensee and Volvo Cars will process the following categories of personal data in the parties' respective role as processor. Data Subjects are customers.

2. **DURATION OF THE PROCESSING OF PERSONAL DATA:**

The processing activity will continue for as long as the License is valid and for a period of three (3) months thereafter to allow the processor to erase or retransfer the personal data to the controller.

3. **PLACE OF PROCESSING:**

Personal data will be transferred and processed globally as specified for the services.

4. TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES:

Information and IT Security Best Practices: Processor shall follow good practice in the information and IT security area and, e.g., adopt standards such as the ISO 27000, have a documented information and IT security policy, and run awareness campaigns.

Risk management: Processor shall have documented processes and routines for handling risks within its operations. Processor is responsible for identifying security risks (including risks in Processor's business as well as risks identified by Processor relating to the assignment/service performed for controller) and taking necessary actions to control and mitigate such risks.

Information Security: Processor must ensure that rules for the acceptable use of information and assets associated with its information-processing facilities are identified, documented, and implemented. Processor shall ensure the security, integrity and consistency of information handled by processor and related to controller. Processor shall act diligently when handling controller information.

Security Awareness and Training: Processor shall ensure that those of its personnel performing tasks for controller are aware of processor's confidentiality obligations under the License as well as the accepted use of information, facilities and systems.

IT Security: In providing its services, processor shall utilize industry security best practices to protect, safeguard and secure the services as well as controller's information and IT systems against unauthorized access, use and disclosure. IT systems, applications, platforms, infrastructure and networks operated by processor and related to its assignment under the License shall be configured in a consistent and accurate manner with approved security settings applied to ensure that IT systems and networks function as intended, are available when required and do not reveal unnecessary technical details. Processor shall constantly monitor any attempted unauthorized access to, or use or disclosure of, any IT systems and controller's information and shall immediately take all necessary and appropriate action in the event any such attempt is discovered. Processor shall further notify controller of any material or significant breach of security, data breach or other IT security incident.

Access Control: Processor shall have a documented procedure and ensure that all access to controller's information or functionality is controlled on an individual basis and that all activities are logged accordingly.

Access Control: Processor shall have a documented procedure for controlling administrator access rights.

System Development: Processor shall ensure that appropriate controls are designed into applications used for the delivery of IT-related services to controller, including own developed applications to ensure correct processing. These controls shall include authentication, session management, access control and authorization, input validation, output encoding/escaping, cryptography, error handling, logging, data protection, communication security, http security, and security configuration.

System Development: Processor shall use suitable encryption techniques for protection of controller's confidential information. Where encryption cannot be implemented, appropriate compensating controls must be implemented to reduce the risk of unauthorized disclosure.

Security Incident Management: If processor becomes aware of any security incidents including fraud that may include or affect controller or its employees, customers or business partners, processor shall immediately report such incidents to controller. Processor shall take all necessary steps to mitigate the possible harm such incidents may cause.

Compliance and Audit: Controller shall, upon prior written notice, be entitled to perform audits in order to verify processor's conformity with these Security Measures and any additional security requirements set forth in the License.

Third-Party Certifications and Audits: Processor shall obtain and maintain third-party certifications and audits such as SOC2 Type 2. Upon controller's written request, and at reasonable intervals and subject to the confidentiality obligations set forth in the License, processor shall make available to controller a copy of processor's then-most-recent third-party audits or certifications, as applicable. SOC 2 Report and SOC 3 Report shall be updated at least once every 18 months.

5. **SUB-PROCESSORS:**

The contract between the processor and the sub-processor(s) contains at least the same data protection obligations as set out in the contract between the processor and the controller.