

Battery Fleet Management Terms and Agreement

Service.

This Service Agreement (the "Agreement") is effective on the date the Order is placed (the "Effective Date"). Capitalized terms shall have the meanings set forth in this Agreement and the Order placed. By executing this Agreement or by using the Services, the Customer is deemed to have accepted the terms and conditions of this Agreement. The Service requires proximity to a cellular communications or a wireless network and compatible coverage in order to operate. If the Customer is unclear about the cellular or wireless communications coverage in the area, then the Customer should request a demonstration of the Service by the Provider prior to entering into this service agreement. Though Provider will contract with a service provider for this service, Provider assumes no liability for any failure of the network. Customer is solely responsible for providing network boosters if necessary for the proper operation of the Service.

License.

Subject to the restrictions stated in this Agreement and the Order, Provider grants to Customer and Customer accepts, a nonexclusive, non-transferable license (without the right to sublicense) for the Term set forth in the Order, to access and use the Service for the equipment specified in the Order placed.

Access to Customer Portal.

Customer shall be provided with log in credentials to access the portal. Customer is solely responsible for any access to the portal via its login credentials. Customer shall promptly notify Provider in the event it believes that its credentials have been compromised or need to be reset.

Right to Disable a Licensed User.

In order to protect Provider's licensors and/or publishers intellectual property rights, Provider may disable any individual's access to the Service immediately if in Provider's sole discretion, such individual's use of the Service violates the terms and conditions of this Agreement or any Order issued under this Agreement.

Transfer of Service.

The Service may be transferred from one piece of equipment to another only by agreement with and notification to the Provider. Transfer costs may apply and shall be agreed to by the Provider and Customer in writing.

Ownership of Service.

Service is the property of Provider and/or its licensors and is protected by copyright and other laws. Except for the limited licenses granted under this Agreement, the terms of this Agreement do not convey any ownership or other rights of any kind to Customer in or to the Service. Provider and its licensors retain all right, title and interest in the Service and the data stored therein. Unless expressly provided for in this Agreement, Customer has no right to receive any corrections, enhancements or other modifications to the Service. Except as may otherwise be permitted in this Agreement, Customer shall not

- a) reproduce publish, display, distribute, sell, sublicense, transfer, rent, lease, broadcast, timeshare, loan, disclose, or otherwise make available the Service, or any part thereof, to any third party;
- b) reverse engineer, disassemble, decompile or otherwise attempt to derive source code from the Service, or any part thereof;
- c) modify, translate, adapt, alter or create derivative works based upon the Service or any part thereof;
- d) remove any proprietary notices, labels, or trademarks or service marks on any Service;
- e) merge the Service, or any component thereof with another program (unless otherwise authorized herein);
- f) use the Service, or any component thereof, for any purposes other than those explicitly stated in this Agreement;
- g) have any right to any source code for the Service;
- h) permit any party not specifically licensed herein to use the Service.

Customer further agrees that Customer is solely responsible for the content of all visual, written, or audible communications using the Service. Although Provider is not responsible for any such communications, Provider may terminate or suspend any such communications at any time of which it is made aware of a communication that is unlawful, would constitute a criminal offense or give rise to civil liability.

Provider Use of Information.

Provider and its agents and licensors shall have the right during the Term and thereafter to examine any information stored in the Service, to audit Customer's access to and usage of the Service, and to use the same to provide services and recommendations to the Customer and for Provider's own general business practices.

Third Party Access.

Customer acknowledges that all of the restrictions on access to and use of the Service contained in this Agreement apply to use by its employees and agents as well as any authorized third party. Customer will take all necessary steps to ensure compliance of any such parties with this Agreement, and Customer will be liable and indemnify Provider for any violations of this Agreement by such parties.

Term.

This Agreement shall commence on the Effective Date and will expire at the end of such Term unless terminated pursuant to this Agreement.

Renewal Term

This agreement automatically renews for an additional 12 months, unless either party gives the other written notice of cancellation at least 90 days prior to the expiration of the current term. Pricing may increase in any renewal term in line with the charges applicable at the time of the renewal.

Termination of Agreement.

Either party may cancel this Agreement and/or an Order placed under this Agreement:

a) upon written notice if the other party commits a material breach which it fails to cure within thirty (30) days of written notice of such breach or which by its nature cannot be cured within such thirty (30) day period;

b) immediately if a party has a receiver appointed, or an assignee for the benefit of creditors, or in the event of any insolvency or inability to pay debts as they become due by such party, except as may be prohibited by applicable bankruptcy laws.

After the initial Term, either party may terminate this Agreement or the individual Order for convenience upon sixty days prior written notice.

Effects of Termination for Cause.

If Provider terminates this Agreement for cause, then Provider reserves the right to pursue any and all rights and remedies available to it under applicable law. If Customer terminates this Agreement for cause, then Provider shall not retain any amount previously paid by Customer for a period after the effective termination, but shall be entitled to receive and retain all amounts attributed to the period before the effective termination date.

Survival.

The rights and obligations of the parties under the license, and the ownership, warranty and limitation of liability clauses shall survive the expiration or termination of this Agreement, and any obligations which either expressly or by their nature are to continue after the termination or expiration of this Agreement.

Payment Terms.

Customer agrees to pay Provider or Provider's authorized local dealer the total sum payable for the Services as specified prior to placement of the Order.. Payment is due monthly in arrears within (30) days after the invoice date. Except as specifically set forth in this Agreement, all amounts received by Provider pursuant to this Section shall be non-refundable.

Late Payment.

Customer shall pay a late charge equal to the lesser of one and one-half percent (1.5%) per month, or the maximum charge permitted under applicable laws, on any amounts not paid when due from the date such amounts first became due. Customer shall reimburse Provider upon demand for all reasonable costs incurred (including reasonable attorneys' fees) in collecting past due amounts owed by Customer, and such costs shall accrue interest from the date first due.

Taxes.

The Service fee, and any other amounts payable to Provider hereunder are exclusive of taxes. Except for taxes based on Provider's net income, Customer shall be responsible for payment of all applicable taxes, however designated or incurred, in connection with the transactions under this Agreement, including without limitation, Value-Added, state and local excise, sales, withholding and use taxes and any other applicable governmental assessments ("Tax(es)"). Notwithstanding the foregoing, if applicable prior to Customer's execution of this Agreement, Customer may provide Provider with:

- a) a tax exemption certificate or a direct pay permit acceptable to the taxing authorities or
- b) proper documentation from the local taxing authority which states the withholding percentage that Customer is subject to.

If Customer fails to pay any applicable Tax, then Provider may pay such Tax on Customer's behalf and seek reimbursement from Customer.

Limited Warranty.

The Service provides information for the Customer as to how the equipment or asset that the Service is applied to is operated. The Service is not intended for use as a critical system, nor will the Provider make any guarantee to the communications uptime of the Service apart from the fact that it will use commercially reasonable efforts to ensure that the Service is provided in a timely manner. During the term of an applicable Order executed under this Agreement, Provider, at its sole option and expense, (i) may make reasonable efforts to correct defects in the Services that are identified and documented by Customer, and confirmed by Provider. Provider's obligation and sole liability shall be to replace or make reasonable efforts to take corrective action with the Service. The remedy stated in this Section shall be Provider's entire obligation and Customer's sole and exclusive remedy for breach of warranty under this Agreement and shall be in lieu of any other remedy available to Customer at law or in equity. This warranty shall not apply if the Service has been

- a) altered, modified, or enhanced;
- b) subjected to misuse, negligence, computer or electrical malfunction; or
- c) used, adjusted, installed or operated other than in accordance with the documentation provided with the Service, or as authorized in writing by Provider.

No warranties shall apply in the event of an uncured breach of this Agreement by Customer for which notice of breach has been given.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED. PROVIDER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, ABSENCE OF SECURITY INTEREST, LIEN OR ENCUMBRANCE, AND QUIET ENJOYMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SPECIFICALLY, AND NOT IN LIMITATION OF THE FOREGOING, PROVIDER DOES NOT WARRANT THAT ANY PROVIDER PRODUCT(S) WILL MEET CUSTOMER NEEDS OR REQUIREMENTS, THAT THE OPERATION OF ANY SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECTS IN THE SERVICE CAN OR WILL BE CORRECTED.

Data Protection.

In this clause the following terms shall have the following meanings:

"controller", "processor", "data subject", "personal data", "processing" (and "process") and "special categories of personal data" shall have the meanings given in Applicable Data Protection Law;

"Applicable Data Protection Law" shall mean all applicable binding laws and regulations which apply to the parties in relation to the processing under this Agreement of personal data and an individual's privacy rights, including as applicable the EU General Data Protection Regulation (Regulation 2016/679), in each case together with any transposing, implementing or supplemental national legislation; and "Model Clauses" means the Commission decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries (2010/87/EU).

Where Provider acts as a controller

Customer acknowledges that where Provider acts as a controller, Provider will process personal data in accordance with Applicable Data Protection Law and that further information about how Provider may use personal data can be found in Provider's Customers, Suppliers and Dealers Privacy Notice here: <https://www.hyster-yale.com/external-privacy-policy/> ("Privacy Notice"). Among other reasons, Provider may use personal information, to audit Customer's access to and usage of the Service, to provide recommendations to Customer and for Provider's other legitimate business purposes.

Customer warrants that it has obtained all necessary consents, notifications and permissions required under Applicable Data Protection law to: (i) permit Customer to share such personal data with Provider; and (ii) allow Provider to otherwise collect, use or process such personal data in accordance with this Agreement (including but not limited to such personal data that Provider may collect directly from Customer's Users and Operators via cookies or other means). As between Provider and Customer, Customer is solely responsible for disclosing to its Users, Operators and other end users that Provider is processing personal data in accordance with this Agreement and for notifying or otherwise directing such individuals to Provider's Privacy Notice.

Customer agrees to notify Provider of: (i) any limitations in Customer's privacy notice to data subjects; (ii) any changes in, or revocation of, consent by a data subject to use or disclose personal data; and (iii) any restrictions in the use of personal data to which Customer has agreed in accordance with its data subjects, in each case to the extent that such limitations, changes or restrictions may affect Provider's use or disclosure of personal data.

The parties shall not act as joint controllers for the purposes of Article 26 of the GDPR in relation to any processing of personal data under this Agreement.

Where Provider acts as a processor

Customer (as controller) appoints Provider as a processor to process the personal data described in this Agreement (the "Battery Personal Data") for the purposes described in this Agreement and as further described in Annex A (or as otherwise agreed in writing by the parties) (the "Permitted Purpose"). Each party shall comply with the obligations that apply to it under Applicable Data Protection Law.

Customer shall not disclose (and shall not permit any data subject to disclose) any special categories of personal data to Provider for processing.

Provider shall not transfer the Battery Personal Data outside the European Economic Area ("EEA") unless Provider has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law. Where so required to ensure that any transfer will be in compliance with Applicable Data Protection law, the parties agree that this Agreement shall incorporate the Model Clauses and that (i) Appendix 1 to the Model Clauses shall be as set out in Annex A; and (ii) Appendix 2 to the Model Clauses shall be as set out in this Agreement.

Provider shall ensure that any person it authorizes to process the Battery Personal Data (and "Authorised Person") shall protect the Battery Personal Data and shall be held subject to an appropriate obligation of confidentiality.

Provider shall implement appropriate technical and organisational security measures to protect the Battery Personal Data from (i) accidental or unlawful destruction; and (ii) loss, alteration, unauthorized disclosure of or access to the Battery Personal Data (a "Security Incident").

Customer consents to Provider engaging third party subprocessors to process the Battery Personal Data (and pre-approves all such subprocessors that Provider had been using to provide the Services prior to 25 May 2018) for the Permitted Purpose provided that: (i) Provider maintains an up-to-date list of its [subprocessors](#) (provided at [Annex B](#)), which Provider shall update with details of any change in subprocessors at least 10 days' prior to any such change; (ii) Provider imposes data protection terms on any subprocessor it appoints that requires it to protect the Battery Personal Data to the standard required by Applicable Data Protection Law; and (iii) Provider remains liable for any breach of this clause that is caused by an act, error or omission of its subprocessor. Customer may object to Provider's appointment or replacement of a subprocessor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, Provider will either not appoint or replace the subprocessor or, if this is not possible, Customer may suspend or terminate this Agreement (without prejudice to any fees Customer has incurred prior to suspension or termination).

Provider shall provide reasonable and timely assistance to Customer (at Customer's expense) to enable Customer to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable) and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of Battery Personal Data. In the event that such request, correspondence, enquiry or complaint is made directly to Provider, it shall promptly inform Customer providing full details of the same.

If Provider believes or becomes aware that its processing of the Battery Personal Data is likely to result in a high risk to the data protection rights and freedoms of data subject, it shall inform Customer and provide reasonable cooperation (at Customer's expense) in connection with any data protection impact assessment that may be required in relation to our Service under Applicable Data Protection Law.

If Provider becomes aware of a confirmed Security Incident, it shall inform Customer without undue delay and shall provide reasonable information and cooperation to Customer so Customer can fulfil any data breach reporting obligations that Customer may have (and in accordance with the timescales required by) Applicable Data Protection Law. Provider shall further take any such reasonably necessary

measures or actions to remedy or mitigate the effects of the Security Incident and shall keep Customer informed of all material developments in connection with the Security Incident.

Upon termination or expiry of this Agreement, Provider shall (at Customer's election) destroy or return to Customer all Battery Personal Data in its possession or control. This requirement shall not apply to the extent that Provider is required by applicable law to retain some or all of the Battery Personal Data, or to Battery Personal Data it has archived on back-up systems, which Battery Personal Data Provider shall securely isolate and protect from any further processing except to the extent required by law until deletion is possible.

Provider shall permit Customer (or Customer's appointed third party auditors) to audit its compliance with these data protection obligations, and shall make available to Customer all information, systems and staff reasonably necessary for Customer (or Customer's third party auditors) to conduct such audit. Provider acknowledges that Customer (or Customer's third party auditors) may enter its premises for the purposes of conducting this audit, provided that Customer gives us reasonable prior notice of Customer's intention to audit (which the parties agree shall be no less than 30 working days' prior notice), conducts its audit during normal business hours, and takes all measures to prevent unnecessary disruption to Provider's operations. Customer shall not exercise its audit rights more than once in any twelve (12) calendar month period, except (i) if and when required by instruction of a competent data protection authority; or (ii) if Customer believes a further audit is reasonably necessary due to a Security Incident suffered by the Provider.

Intellectual Property Indemnity.

Provider, at its own expense, shall indemnify, defend, and hold Customer harmless from and against any claims, damages or other liabilities based on a third party claim (Clams) that the Service infringes a valid patent, copyright, trademark, or trade secret of a third party. Provider's indemnification obligation is contingent upon:

- (i) Provider being notified within five days in writing by Customer of any Claim of which it is aware for which indemnification may be available and
- (ii) Customer's reasonable cooperation with Provider in the defense or settlement of such Claim.

Provider shall have the sole control of the defense of any such Claim and of all negotiations for its settlement, provided that such settlement does not require the admission of liability, fault, or wrongful act or conduct on the part of Customer. If Customer's use of the Service is enjoined, or if in Provider's sole judgment is likely to be enjoined, Provider may, at its sole option, and expense, and as a complete remedy to Customer, either:

- a) substitute equivalent non-infringing Service,
- b) modify the Service so that it no longer infringes but remains functionally equivalent,
- c) obtain for Customer the right to continue using the Service, or
- d) if Provider deems none of the foregoing are commercially practicable, terminate the license granted herein to the Service.

The foregoing provisions of this Section notwithstanding, Provider shall not have any liability to Customer to the extent that any infringement or claim thereof is based upon

- a) use of the Service in combination with equipment or software not supplied hereunder where the Service would not itself be infringing,
- b) compliance with designs, plans or specifications provided by Customer,
- c) use of Service in an application or environment for which it was not designed, not provided for in any documentation issued under this Agreement or not contemplated under this Agreement,
- d) use of the Service in breach of this Agreement,
- e) any claims of infringement in which Customer or any affiliate of Customer has an interest or license.

Limitation of Liability.

Provider does not guarantee the uninterrupted working of the Service or of any related equipment or hardware, and shall not be liable to the Customer, or other person or entity for any damages whatsoever and howsoever caused, including direct, indirect, incidental, consequential, exemplary or punitive damages or those resulting from defective equipment or hardware, or resulting from failure to provide Service for any cause whatsoever, or for mistakes, omissions, interruptions, delays, errors in transmission, defects in transmission, failures or defects in Service or equipment or from any other cause including the failure to transmit which is caused by Acts of God, fire, explosion, war, terrorism, riots, strikes, lockouts, picketing, boycotts, acts of government authorities or by other causes beyond its control. The Provider's aggregate liability under this agreement for any cause of action or damages whatsoever shall not exceed the fees paid by Customer in the one-month period immediately preceding the claim. No credit allowance will be given for interruptions caused by the Customer's or any user's negligence, third-party devices or services or willful acts or for interruptions caused by failure of equipment not provided by Provider or its authorized representatives, or for events beyond the control of Provider. Provider does not accept any liability to Customer or to any third party in relation to any employment law claims, losses, or any other damages which may arise as a result of Customer's use of the Service.

Compliance with Laws.

Customer will comply with all applicable international, federal, state, national and local laws and regulations in connection with its use of the Service and in performing its obligations hereunder. Customer hereby agrees to indemnify and hold harmless, Provider and its licensors, and their respective officers, directors, employees, agents and affiliates from and against any and all claims, actions, demands, liabilities, penalties, fines, fees, costs, or expenses, including reasonable attorneys' fees, arising out of or in connection with Customer's breach of this Section.

General Provisions.

Force Majeure.

Provider shall not be liable to Customer for any loss or damage resulting from any delay or failure of the Service, or any part thereof, or its ability to perform its obligations hereunder, in any respect, if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond its control. Such events, occurrences, or causes include, without limitation, acts of God, strikes, lockouts, inability to secure

materials and transportation facilities, riots, acts of war, terrorist acts, governmental actions, floods, earthquakes, and natural disasters, fires and explosions.

Assignment.

Customer shall not assign this Agreement in whole or in part, whether by operation of law or otherwise, without the advance, written consent of Provider. Any purported transfer or assignment in violation of this Section shall be null and void and of no force and effect.

Successors.

This Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

Notices.

All notices given hereunder shall be in writing, and shall be deemed to be duly given if delivered by any of the following methods:

- a) by personal delivery;
- b) by electronic mail or facsimile, with a confirmation copy sent by first class mail;
- c) by registered or certified mail, postage prepaid, return receipt requested or
- d) by a nationally recognized overnight courier.

A notice sent by certified mail or express courier shall be deemed given on the date of receipt or refusal of receipt. A notice sent by electronic mail or facsimile shall be deemed given on the date of electronic confirmation of receipt. Notices shall be sent to the respective addresses of each party as provided at the time of the Order.

Prevailing Party.

In any litigation, arbitration, or other proceeding arising out of or related to this Agreement, the prevailing party shall be entitled to receive its reasonable attorneys' fees, and reasonable costs and expenses.

Severability.

If any provision herein is held invalid or unenforceable by a court of competent jurisdiction, then such provision shall, to the extent of such invalidity or unenforceability, be severed. All other provisions shall continue in full force and effect and shall be construed so as to best effectuate the intention of the parties.

USA Contracts Only.

Services licensed under this Agreement are Commercial Computer Software under United States Federal Government Acquisition Regulations and agency supplements thereto. Services are provided to the federal government and its agency only under the Restricted Rights Provision of the Federal Acquisition Regulations applicable to commercial software developed at private expense and not in the public domain. The use, duplication or disclosure by the government is subject to restrictions as set forth in subdivision (c) (1) (ii) of the Rights in Technical Data and Computer Software at DFAR 252 227-7013.

No Third Party Beneficiary.

This Agreement is made and entered into for the sole protection and benefit of the parties hereto and is not intended to convey any rights or benefits to any third parties, nor will this Agreement be interpreted to convey any benefits or rights to any person except the parties hereto.

Governing Law and Venue.

This Agreement and all disputes hereunder, and the rights and obligations of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Ohio without reference to its conflicts or choice of law provisions. All claims, disputes and/or lawsuits in connection with this Agreement shall be brought in the courts of the State of Ohio, and each party to this Agreement hereby irrevocably submits to the jurisdiction and venue of such courts.

Waiver.

The failure or delay by either party in exercising any right or remedy hereunder shall not operate as a waiver of any such right, power or remedy. Waiver by either party of any default shall not waive any prior, concurrent or subsequent defaults by the other party.

Counterparts.

This Agreement may be executed in counterpart(s), all of which shall be originals and which together shall constitute a single agreement.

Press Release.

Customer agrees to permit Provider to use Customer's name in a press release and/or marketing communication piece(s) that promote this Agreement and the relationship between the parties. Provider shall provide Customer with a courtesy copy of the final approved press release prior to public release. Provider shall obtain Customer approval prior to public release of all other customer-provided information.

Headings.

The descriptive headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. Each of the recitals set forth at the beginning of this Agreement is incorporated into this Agreement and is binding upon the parties hereto.

Entire Agreement.

This Agreement and any and all Orders - issued hereunder constitute the entire understanding and agreement between the parties with respect to the subject matter thereof and supersede all prior and contemporaneous proposals, agreements, and/or nondisclosure agreements, and representations between them, whether written or oral. In the event of any conflict between the foregoing Agreement and any Order issued hereunder, the Order shall govern. Any amendments to this Agreement must be in writing and signed by an

authorized representative of Customer and Provider. Any terms or conditions contained in any Customer purchase order or other documents shall be void and of no force or effect.

ANNEX A: Data Processing Description

This Annex A forms part of the Agreement and describes the processing that Provider will perform on behalf of the Customer to provide the Services.

Controller

The controller is (please specify briefly the controller's activities relevant to the processing):

Customer, a customer who has contracted with the Provider to receive our Services

Processor

The processor is (please specify briefly the processor's activities relevant to the processing):

Hyster-Yale Group Inc., a global company which provides Provider with the benefit of our Battery Services.

Data subjects

The personal data to be processed concern the following categories of data subjects (please specify):

Customer's employees and other end users, Users, or Operators to whom Customer provides access to the Services

Categories of data

The personal data to be processed concern the following categories of data (please specify):

Identification information: name, address, language, time zone, email address, username, job role, company details, card number, facility code, personnel number, access type, location and department; Product ID; Service ID, permissions details

Identification information: Name, Company details, Language, time zone, email address, username, job role, facility code, personnel number, access type, location and department; Product ID; Service ID, permissions details

Security questions: Portal security questions and responses

Equipment: assigned equipment, serial number, full cell equipment details.

Session information: Operator, speed, use of Equipment, start and end date of session.

Battery misuse information: Opportunity charge, deep discharge, over charge, general damage on elements/battery components

Special categories of data (if appropriate)

The personal data to be processed concern the following special categories of data (please specify):

None

Processing operations

The personal data will be subject to the following basic processing activities (please specify):

Provider will process this personal information to allow Customer to use our Services via our online portal. Provider will use this information to configure Equipment and to collect information in relation to battery usage, such as charging cycles details and truck energy usage. Via the portal, Provider will enable Customer and its Users to manage Customer's Battery information; manage Equipment assignment to Trucks; report, monitor and manage equipment sessions (including utilization of Equipment) and battery misuse. The Customer instructs the Provider to delete, amend, aggregate or otherwise manipulate the personal information processed by the Provider in order to provide the Services over time to ensure that such information is stored efficiently by the Provider; and the Customer acknowledges that the Customer is solely responsible for maintaining its own back-ups/copies of all personal information used to provide the Services. As part of the Service, Provider may also provide to Customer reports relating to Equipment use and sessions, including: Fleet Analysis, Event Response, Operator Compliance and Energy Equipment. Provider do not condone, nor does it provide the Services for the purpose of assisting Customer with Customer's employment decisions relating to the suitability for or termination of employment to its employees, agents, contractors or anything other third parties.

Provider do not condone, nor does it provide the Services for the purpose of assisting Customer with Customer's employment decisions relating to the suitability for or termination of employment to its employees, agents, contractors or anything other third parties.

ANNEX B: Sub Processors

1. ZTP S.R.L., a company established in Italy, with company number: P.I. IT01603520352 and a registered address: Via Bertona, 63 - 42028 Poviglio RE
2. Amazon Web Services, Inc., a company established in the USA with company number: 4152954 and registered address: 251 Little Falls Drive, Wilmington, New Castle, DE, 19808
3. HYG Telematics Solutions Limited (previously known as Speedshield Limited), a company established in the UK with company number: 05901082 and registered address: Centennial House Building 4.5, Frimley Business Part, Surrey, GU16 7SG.