

DATA PROCESSING AGREEMENT

by and between

Customer of Stoneridge

AND

Stoneridge

[2018-05-21]

APPENDICES

Appendix 1	Template for supplements
Appendix 2	List of authorised subcontractors

1. PARTIES

- 1.1 Customer ("**Customer**") who has purchased or ordered, or is expected to purchase or order, Stoneridge developed and / or provided services, online services, software programs, help features and tutorials ("Service")
- 1.2 Stoneridge Nordic AB
- Organisational number: 556161-3711
- Gustav III:s Boulevard 26, 169 73 Solna, Sweden
- hereinafter "**Stoneridge**"

Customer and Stoneridge together the "**Parties**" and individually a "**Party**".

2. BACKGROUND, PURPOSE & RULES IN CASE OF CONFLICT

- 2.1 This Data Processing Agreement ("**DPA**") sets out the terms and conditions for the Processing of Personal Data by Stoneridge on behalf of Customer under the General Service Provisions between the Parties dated at the time of the order of the Product or Service ("**Agreement**"). This DPA is an essential and inseparable part of the Agreement.
- 2.2 The Parties shall supplement this DPA with more detailed information on each of the respective Personal Data Processing operations under the Agreement in a supplement to be incorporated herein ("**Supplement**"), by filling in the Data Protection Supplement Template, attached hereto as Appendix 1.
- 2.3 Stoneridge acts as a Processor and the Customer acts as a Controller of Personal Data.
- 2.4 In the event of any discrepancy between the content of the body of this DPA, the Agreement or any of the Appendices to the Agreement, Data Protection Regulation or Standard Contractual Clauses, the following order of precedence shall be applied:
- i) Data Protection Regulation, including Standard Contractual Clauses
 - ii) Any Appendices to this DPA
 - iii) The content of this DPA
 - iv) The Agreement and any Appendices to the Agreement

3. DEFINITIONS

Data Protection Regulation	means all applicable laws relating to protection of personal data, including without limitation the laws implementing EU Directive 95/46/EC EU and Directive 2002/58/EC, the GDPR and any amendments thereto. For the sake of clarity, the GDPR shall be applied as of May 25, 2018.
Data Subject	means a natural person whose Personal Data is Processed by Stoneridge under the Agreement and this DPA.
GDPR	means the EU General Data Protection Regulation (2016/679/EC) and any amendments thereto.
Personal Data	means any information relating to an identified or identifiable natural person, and which Stoneridge is Processing under the Agreement or otherwise, and of which Customer is a Data Controller.
Processing/Process	means any operation, or set of operations, performed by Stoneridge on Personal Data, by any means, such as collecting, organizing, storing, amending, retrieving, using, disclosing, transmitting, combining, blocking, erasing or destructing Personal Data.
Personal Data Breach	means a breach of security leading to destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed, which is adverse to this DPA or Data Protection Regulation or otherwise unlawful.
Standard Contractual Clauses	means the contractual clauses issued by the European Commission by the decision 2010/87/EU for international transfers of Personal Data, and any amendments thereto.

4. RIGHTS AND RESPONSIBILITIES OF CUSTOMER

- 4.1 Customer shall Process Personal Data in compliance with Data Protection Regulation and good data processing practice.
- 4.2 Customer's documented instructions on Processing of Personal Data are primarily given in this DPA. Customer shall have the right to give Stoneridge new documented instructions or amend the documented instructions given by Customer to Stoneridge. Customer's new documented instructions to Stoneridge require a written agreement between the Parties. Stoneridge is entitled to charge for additional costs for complying with new or amended documented instructions from Customer.

5. RESPONSIBILITIES OF STONERIDGE

5.1 General principles applicable to the Processing of Personal Data

Stoneridge shall:

- 5.1.1 Process Personal Data in compliance with Data Protection Regulation and good data processing practice;

- 5.1.2 Process Personal Data on documented instructions from Customer, unless prescribed otherwise by a provision of Data Protection Regulation applicable to Stoneridge. In such case, Stoneridge shall inform the Customer of such requirement in reasonable time before beginning the Processing of Personal Data in accordance with the instructions, unless informing of such requirement is prohibited in by mandatory law applicable to Stoneridge. In case Stoneridge considers that instructions of Customer are in breach of Data Protection Regulation, Stoneridge shall inform Customer without undue delay;
- 5.1.3 ensure that Stoneridge's staff with access to Personal Data have committed themselves to appropriate confidentiality;
- 5.1.4 carry out the measures prescribed in section 5.2 of this DPA;
- 5.1.5 follow the conditions concerning the use of subcontractors as prescribed in section 8 of this DPA;
- 5.1.6 taking into account the information available to Stoneridge, provide reasonable assistance to Customer in responding to requests for exercising the rights of Data Subjects where Customer does not have the needed information. Stoneridge is entitled to charge Customer for costs and expenses that were incurred as a result of complying with this clause 5.1.6;
- 5.1.7 taking into account the information available to Stoneridge, provide reasonable assistance to Customer in ensuring compliance with its obligations set out in Data Protection Regulation, relating to data security, Personal Data Breaches further defined in section 6 of this DPA, data protection impact assessments, and prior consulting obligations. Stoneridge is entitled to charge Customer for costs and expenses that were incurred as a result of complying with this clause 5.1.7;
- 5.1.8 at the choice of Customer, delete or return Personal Data to Customer as prescribed in section 11.2 of this DPA;
- 5.1.9 make available to Customer all information necessary to demonstrate compliance with obligations set out in this DPA and in Data Protection Regulation. Customer is obliged to keep all such information confidential. Stoneridge is entitled to charge Customer for costs and expenses that were incurred as a result of complying with this clause 5.1.9; and
- 5.1.10 allow Customer to perform audits as prescribed in section 9 of this DPA.

5.2 Data security

Stoneridge shall implement technical and organizational measures to ensure an appropriate level of security to protect Personal Data against unauthorized access and loss, destruction, damage, alteration or disclosure, or against other unlawful processing.

6. PERSONAL DATA BREACH NOTIFICATION

- 6.1 Stoneridge shall notify Customer of all Personal Data Breaches without undue delay. The Personal Data Breach notification shall contain the following:
 - (a) description of the nature of the Personal Data Breach, including the categories and approximate number of Data Subjects concerned and the categories and approximate number of data records concerned;

- (b) name and contact details of the contact person of Stoneridge handling the Personal Data Breach;
 - (c) description of likely consequences and/or realized consequences of the Personal Data Breach; and
 - (d) description of the measures Stoneridge has taken to address the Personal Data Breach and to mitigate its adverse effects.
- 6.2 If it is not possible to provide the information listed at the same time, the information may be provided in phases.
- 6.3 Stoneridge shall document Personal Data Breaches and disclose the documentation to Customer upon Customer's request.
- 6.4 After Stoneridge has become aware of the Personal Data Breach, Stoneridge shall ensure security of Personal Data and take appropriate measures to ensure protection of Personal Data in cooperation with Customer.

7. TRANSFERS OF PERSONAL DATA

- 7.1 Stoneridge shall not transfer Personal Data outside the borders of the European Economic Area without written consent from Customer. Consent given by Customer as prescribed in this section 7.1 shall be irrevocable.
- 7.2 Where Customer has given consent as prescribed in section 7.1, mechanism to export Personal Data shall be Standard Contractual Clauses, or another valid mechanism under the Data Protection Regulation as jointly agreed between the Parties.

8. SUBCONTRACTORS

- 8.1 Stoneridge is entitled to use subcontractors in Processing Personal Data when Customer has approved such subcontractors. On the Effective Date of this DPA, Customer has agreed to use of the subcontractors listed in Appendix 2.
- 8.2 Stoneridge is entitled to reduce the number of subcontractors without separate notice.
- 8.3 Stoneridge shall notify Customer about an addition of a subcontractor processing Personal Data under this DPA at least two (2) months before the subcontractor begins Processing Personal Data. Customer may deny the use of the new subcontractor only if Customer has well-grounded doubts about the ability of the subcontractor to comply with Data Protection Regulation. If Customer does not deny the use of the new subcontractor in writing in fourteen (14) days from notice of Stoneridge, Stoneridge may use the new subcontractor in Processing Personal Data.
- 8.4 Stoneridge shall take appropriate measures to ensure that the used subcontractors comply with the obligations specified in this DPA, including security and confidentiality requirements. Stoneridge is responsible for the performance of its subcontractors as it is responsible for the performance of its own obligations.

9. AUDITING

- 9.1 The Parties agree that when Customer requests for an audit, a third party appointed or approved in writing by Stoneridge, shall audit Stoneridge's compliance with obligations set out in this DPA in order for Customer to ensure that Stoneridge has fulfilled

the obligations set out in this DPA. Customer has the right to request an audit prescribed in this section 9.1 once in every twelve (12) months.

- 9.2 Customer shall bear the costs and expenses incurred by Stoneridge and Customer in connection with the audit. Customer shall bear fees and expenses of the third party.
- 9.3 Stoneridge shall assist Customer and the third party in conducting the audit with reasonable measures.
- 9.4 If the audit reveals shortcomings, Stoneridge shall correct such shortcomings without delay or at the latest within thirty (30) days of a written notice from Customer, unless the Parties agree otherwise. Any material shortcomings that pose an obvious threat to data security shall be rectified without delay.

10. LIMITATION OF LIABILITY

- 10.1 Stoneridge's liability to Customer for any breach of this DPA or Data Protection Regulation shall be determined in the following manner:

- 10.1.1 Stoneridge shall be liable to Customer only if

- 10.1.1.1 Stoneridge has breached the written instructions of Customer that comply with Data Protection Regulation in connection with Stoneridge Processing Personal Data on behalf of Customer; or

- 10.1.1.2 Stoneridge has breached provisions of Data Protection Regulation that are directly applicable to Stoneridge when Stoneridge Processes Personal Data on behalf of Customer (clauses 10.1.1.1 and 10.1.1.2 together "**Breach**");

- 10.1.2 Stoneridge shall not be liable for lost profits or any indirect damages. Stoneridge's liability shall be limited to direct damages caused by the Breach to Customer and as follows:

- 10.1.2.1 or damages paid to Data Subjects by Customer, Stoneridge shall be liable for such damages only to the extent such damages are directly caused by Stoneridge's Breach;

- 10.1.2.2 For administrative fines imposed on and paid by Customer to the supervising authorities, Stoneridge shall be liable for such administrative fines to Customer only to the extent such administrative fines are caused as a direct result of Stoneridge's Breach; and

- 10.1.2.3 Stoneridge's liability to Customer under section 10.1.2.1 and section 10.1.2.2 shall be limited to 2000 euros in aggregate.

- 10.1.3 Stoneridge shall not be liable for any damages or administrative fines to the extent such damages or administrative fines are caused, directly or indirectly, by any act or omission of Customer.]

11. TERM AND TERMINATION

- 11.1 This DPA becomes effective when signed by both Parties, and continues to be in effect until termination or expiration of the Agreement, provided no separate assignments for Processing of Personal Data have been concluded by and between the Parties.

- 11.2 Stoneridge shall Process Personal Data only during the term of this DPA. Upon termination or expiry of this DPA, or upon Customer's written request, Stoneridge shall either destroy or return, either to Customer or to a third party designated by Customer in writing, Personal Data Processed, unless otherwise required by Data Protection Regulation or other applicable legislation. In case Customer demands Personal Data to be returned to Customer or transferred to a third party, Customer will pay Stoneridge for any additional costs caused by return or transfer of Personal Data.

12. CONTACT DETAILS

For questions please contact Sales representative in Stoneridge office;

Stoneridge Nordic +46 8 154400 or info@stoneridgenordic.se

APPENDIX 1

DATA PROTECTION SUPPLEMENT TEMPLATE

1. BACKGROUND AND PURPOSE OF THIS SUPPLEMENT

- 1.1 This Supplement is made under and attached to the Data Processing Agreement signed between Customer and Stoneridge. This Supplement is an inseparable part of the DPA.
- 1.2 The Parties conclude this Supplement to agree the following:
- (a) nature and purposes of Processing Personal Data;
 - (b) the Personal Data Processed;
 - (c) the categories of Data Subjects;
 - (d) the technical and organizational measures as referred to in section 5.2 of the DPA; and
 - (e) duration of Personal Data Processing.
- 1.3 Stoneridge undertakes to Process Personal Data on behalf of Customer and in accordance with the terms and conditions of the DPA and this Supplement for the purpose of providing the services under the Agreement.

2. NATURE AND PURPOSES OF PROCESSING PERSONAL DATA

Stoneridge shall Process Personal Data for the following purposes:

Personal Data is processed for the purpose of providing the service as defined in the Agreement, i.e. analysing compliance and efficiency covering areas of Drivers Hours Regulation, Positioning, Working Time Directive and Workshop calibration procedures. Data will also be used to improve the service Stoneridge offers and for statistical analyses.

Personal data is also processed for Sales, Invoicing and Customer care purposes.

3. PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS

Stoneridge shall Process the following categories of Personal Data:

- Social security number (SE; Personnummer);
- Name;
- Address;
- Location and Activity at a certain point in time, including detailed information on activities performed;
- Infringements;
- Financial information relating to the customer-supplier relationship;
- Login details for the Customer's Digicentral, OPTAC3, and other related accounts depending on service;
- Tachograph card number data.

Stoneridge shall process the Personal Data listed above concerning the following categories of Data Subjects:

- Drivers within a Fleet of which has a Digicentral and an OPTAC3 Account of which the Customer has license and access control to;
- Customer's Personnel relating to the Agreement, in particular when supporting Customer in its role as a Data Controller;
- Potential and current customers;
- Workshop card holders.

4. DATA SECURITY

Stoneridge has access controls in place to reduce the number of employees having access to the customer sensitive data. Databases containing files from drivers are protected through encryption. Aggregated data analyses do not contain personal data as this is anonymised when presented.

5. DURATION OF PERSONAL DATA PROCESSING

Data stored in the Stoneridge system are to be wiped two and half (2.5) years after the legal requirements on keeping books for auditing purposes and this period is defined by the longest time in EU as the ERP system is connected.

Data stored on the product servers, i.e. OPTAC3, are wiped 6 months after the storage period stipulated in the applicable legislation, i.e. WTD or Drivers Hours Legislation. It is up to the customer to ensure proper data managements of these records. As a guidance this means Stoneridge will store data for two and half (2.5) years in most countries but longer when local laws apply.

Personal data shall be wiped no later than one (1) year after it was last used and is not in scope of the requirements above.

APPENDIX 2

SUBCONTRACTORS

Customer has approved the use of following subcontractors:

Subcontractor	Purpose for Processing Personal Data
Tachosys, UK	Tachosys is a Sub-Processor for the Digicentral functionality sending DDD-files to Stoneridge OPTAC3 servers
Amazon AWS	AWS is a Sub-Processor hosting the OPTAC3 servers
Neokapp	Workshop Software provider for the French and Portuguese markets
Textalk	Webshop for Sweden
Unifaun	Shipment provider