
DATA DISTRIBUTION AND LICENSING AGREEMENT

("Agreement")

between

- (1) **Volkswagen Group Info Services AG**, Berliner Ring 2, 38440 Wolfsburg
- hereinafter referred to as the "**Licensor**" -

and

- (2) **[Company]**, [Street], [Postcode City]
- hereinafter referred to as the "**Licensee**" -

[contract reference number]

The persons named under (1) and (2) are also referred to collectively as the "**Parties**" and each as a "**Party**".

PREAMBLE

- (A) The Licensee requires information on individual vehicles, and the Licensor operates a platform within the Volkswagen Group for the provision of a wide range of vehicle and mobility-related data.
- (B) This Agreement and its appendices serve as a framework for the Licensee's access to such data.

Therefore, the Parties agree as follows:

VOLKSWAGEN GROUP

INFO SERVICES

1. DEFINITIONS AND INTERPRETATION

- 1.1 **"Affiliate"** means any legal entity that either controls, is controlled by, or that is under common control with a Party. "Control" means ownership of more than 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.
- 1.2 **"Agreement"** shall refer to this Data Distribution and Licensing Agreement, including its appendices.
- 1.3 **"AI"** stands for Artificial Intelligence and refers to AI systems and/or AI foundation models. An AI system is a system as defined as **"AI system"** in the EU AI ACT, the EU regulation in the framework of artificial intelligence, and/or functions autonomously to a certain extent (e.g. decides, learns, or develops itself) and generates AI output, including generative AI systems and general-purpose AI systems. A generative AI system is an AI system that is designed to generate text, images, audio, video, and other similar content. A general-purpose AI system is an AI system that can be used in and adapted to a variety of applications for which the AI system was not specifically developed. AI foundation model refers to an AI model that has been trained on the basis of broad data at scale, is designed for a generality of AI output, and can be adapted to a wide range of distinctive tasks (e.g. large language models (LLM)).
- 1.4 **"Applicable Laws"** shall refer to all applicable (to the respective Party concerned) national and international laws, including any applicable export control laws or sanctions, treaties, statutes, decrees, edicts, codes, orders, judgments, rules, ordinances, decisions and regulations of any local, municipal, territorial, provincial, federal, national or any other duly constituted governmental authority or agency of any governmental authority.
- 1.5 **"API"** means Application Programming Interface, and, in the context of this Agreement, it refers to the technical interface provided by the Licensor that is made available to the Licensee to consume the data provided by the Licensor.
- 1.6 **"Data Hub"** refers to the platform of the Licensor via which the Licensed Data obtained based on this Agreement are made available. The Data Hub consists in particular of the Licensor website, the Licensor's internal dashboards, the backend systems operated by the Licensor, and the API for data retrieval.
- 1.7 **"Volkswagen Group Identity Platform"** refers to an online accessible IT system of Volkswagen Group (VWAG), which provides Customers with an account for business services provided by VWAG and confirms the identity of Customers to a certain degree.

VOLKSWAGEN GROUP

INFO SERVICES

Currently, the VWAG Identity Platform is called **ONE Business ID** and is accessible via <https://onebusinessid.com>. A ONE Business ID is necessary for using the API and accessing the Data provided by the Licensor.

- 1.8 **"IDK"** describes a technical system of the Volkswagen brand for storing and managing a user's consent to the extraction of data for a specific vehicle. The IDK provides information on the status of consent for a vehicle with a specific Vehicle Identification Number (VIN).
- 1.9 **"data"** within the meaning of this Agreement means any digital representation of acts, facts, or information and any compilation of such acts, facts, or information, including in the form of sound, visual, or audio-visual recording.
- 1.10 **"Licensed Data"** shall refer to the raw data provided by the Licensor.
- 1.11 **"Derived Data"** means any data, dataset, model, analysis, or other output that is generated, created, or developed by or on behalf of the Licensee through the independent processing, enrichment, combination, or transformation of the Licensed Data, provided that such processing results in a material and irreversible transformation of the Licensed Data.

A transformation is considered material and irreversible, in particular where the Derived Data: (a) possesses an independent informational or analytical value that goes beyond mere reformatting, aggregation, summarization, or reproduction of the Licensed Data; and (b) cannot be used, without disproportionate effort or specialized technical know-how, to extract, reverse engineer, or otherwise reconstruct the Licensed Data, in whole or in part, from the Derived Data.

For the avoidance of doubt, Derived Data does not include any output that merely:

- 1.12 Presents the Licensed Data in a different format, order, or representation.
- 1.13 Summarizes or aggregates the Licensed Data without substantial substantive change; or
- 1.14 Enables the Licensed Data, in whole or in part, to be extracted, reverse engineered or reconstructed.

The burden of proof that data qualifies as Derived Data within the meaning of this definition rests with the Licensee.

- 1.15 **"Unauthorized Data"** shall refer to all data, (i) which the Licensee retrieves or receives using the offered method of data transfer, which is not Vehicle Data, or (ii) any data,

VOLKSWAGEN GROUP

INFO SERVICES

which the Licensee derives from the Data and Licensee is not authorized to further use according to the provisions regarding Derived Data or (iii) any data, which the Licensee received from the Licensor without a contractual basis.

- 1.16 **"Data Protection Regulations"** shall refer to all Applicable Laws relating to the processing of personal data and privacy in any relevant jurisdiction, including, for the avoidance of doubt, the GDPR.
- 1.17 **"GDPR"** means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
- 1.18 **"Personal Data"** and **"Data Subject"** shall have the meaning as given in Article 4 Nr. 1 of the GDPR.
- 1.19 **"Anonymized Data"** shall refer to Data which does not relate to an identified or identifiable natural person or to personal data rendered anonymous in such a manner that the data subject is not or no longer identifiable.
- 1.20 **"Data Protection Agreement"** shall refer to the Agreements necessary to be concluded according to GDPR for the processing of Personal Data (e.g. data processing Agreement in case the relationship between the Parties is considered a controller-processor-relationship or a joint controller Agreement in case both Parties are considered controller).
- 1.21 **"GDPR Role"** refers to the role of a party as either a Controller or a Processor as defined under the General Data Protection Regulation (EU) 2016/679 ("GDPR").
- 1.22 **"Controller"** as under Article 4 Paragraph 7 of the GDPR is a natural or legal person, public authority, agency, or other body that, either alone or jointly with others, determines the purposes and means of the processing of personal data.
- 1.23 **"Processor"** as under Article 4, Paragraph 8 of the GDPR is a natural or legal person, public authority, agency, or other body that processes personal data on behalf of the Controller.
- 1.24 **"Personal Data Breaches"** shall have the meaning as given in Article 4, Paragraph 12 of the GDPR.
- 1.25 **"Tax"** means any present or future tax, levy, impost, duty, charge, or fee of any nature (including interest, penalties, and additions thereto) that is imposed by any government or other taxing authority in respect of any payment under this Agreement.

VOLKSWAGEN GROUP

INFO SERVICES

- 1.26 **“Written Form”** requires a personal signature. Electronic transmission of the declaration(s) in Written Form, for example, by fax or as an email attachment (scan), is permitted. The term Written Form within the meaning of this Agreement can be replaced by electronic form; a qualified electronic signature is required in this case instead of the written signature. The interpretation of the term “writing” or “written” includes email, unless otherwise stated.
- 1.27 The interpretation of this Agreement shall not be affected by the section, appendix, and paragraph headings.
- 1.28 Unless otherwise required by the context, the use of the singular shall include the plural and vice versa.
- 1.29 In the absence of context indicating otherwise, any reference to one gender shall be understood to include the other gender.
- 1.30 Please note that references to sections and appendixes are to the corresponding sections and appendixes of this Agreement.
- 1.31 Any reference to a statute or statutory provision shall be taken to mean that statute or provision as it stands on the date of this Agreement, and as it may be amended from time to time. It shall also include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.32 Any words following the terms including, include, in particular, for example, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.
- 1.33 Any reference to the “signature date,” or “the signature of the last contracting party” in this Agreement and its Appendices shall be deemed to include, as applicable: (i) the last date of signature; or (ii) the date on which the Agreement and its Appendices were digitally accepted and closed through an automated platform such as the Licensor’s Data Hub (e.g., via a “Click & Buy” or similar mechanism). In all cases, this date shall constitute the effective date of the Agreement unless otherwise specified.

2. SUBJECT MATTER OF THE AGREEMENT

- 2.1 This Agreement serves as a framework for the provision of a wide range of vehicle and mobility-related data (hereinafter referred to as **“Licensed Data”**) between the Parties. Detailed information regarding the context of the Licensed Data provision will be specified in the corresponding **Appendix 1**.

VOLKSWAGEN GROUP

INFO SERVICES

- 2.2 The Agreement itself without a signed **Appendix 1** does not oblige the Licensor to deliver Licensed Data, nor does it oblige the Licensee to procure Licensed Data from the Licensor or any Volkswagen Group brand.
- 2.3 Multiple **Appendix 1** may be concluded between the Parties under reference to this Agreement. The Parties will incorporate the Agreement by referencing it within **Appendix 1**.
- 2.4 In the case of any inconsistency or conflict between or among the provisions of the Agreement and **Appendix 1**, the inconsistency shall be resolved by giving precedence to the Agreement, except where (i) the Agreement contemplates for a deviation in **Appendix 1** or (ii) the **Appendix 1** clearly identifies the Agreement provision it is intended to override.
- 2.5 The Licensor will provide Licensed Data regarding vehicles that were manufactured and sold by selected Volkswagen Group brands as listed in **Appendix 1**, for the remuneration paid by Licensee as set out in Paragraph 7 of this Agreement.
- 2.6 The respective Volkswagen Group brand will provide the Licensee with the data points listed in **Appendix 1**, in accordance with Paragraph 2 of this Agreement.

3. SUPPORT

- 3.1 The Licensor shall provide the Licensee with the contact information specified in **Appendix 3** for technical inquiries related to the provision of data in accordance with Paragraph 2.1 and for any technical questions regarding the data itself.
- 3.2 The Parties acknowledge and agree that all service level commitments, performance metrics, and support obligations are outlined in **Appendix 3**.

4. RIGHTS OF USE TO THE LICENSED DATA

- 4.1 Subject to the payment of the remuneration, the Licensor grants the Licensee in regard to the Licensed Data during the term of this Agreement a non-exclusive, non-transferable, revocable geographically limited to the territories listed in **Appendix 1**, right to use the respective Licensed Data only for the purposes and within the limits of this Agreement and **Appendix 1**. Any further use is prohibited.
- 4.2 The Licensee is prohibited from storing Licensed Data for longer than the term of this Agreement. Further storage is only permitted to the extent and for as long as this is necessary to fulfill statutory retention, documentation, verification obligations, or due

VOLKSWAGEN GROUP

INFO SERVICES

to backup policies. After the expiry of the storage period in accordance with the preceding sentences, the Licensee is obliged to delete the Licensed Data.

- 4.3 The Licensee may not remove potential copyright and ownership markings from the Licensed Data.
- 4.4 Unless otherwise stated in **Appendix 1**, the Licensee is prohibited from sublicensing, transferring, or otherwise making the Licensed Data available to its Affiliates and Third Parties. This does not apply to the granting of access and disclosure to Third Parties who provide services for the Licensee on behalf of the Licensee and as part of the Licensee's own business operations, insofar as this is necessary for the provision of these services.
- 4.5 The Licensor is, will, and shall be, the sole and exclusive owner of all rights, titles, and interests regarding the Licensed Data, especially regarding any intellectual property rights embedded in the Licensed Data.

5. RIGHTS OF USE TO DERIVED DATA

- 5.1 The Licensee retains ownership of all Derived Data it generates, provided that such Derived Data does not enable reconstruction, reverse engineering, or separate commercialization of the Licensed Data.
- 5.2 The Licensor retains all rights in and to the Licensed Data included in the Derived Data.

6. OBLIGATIONS OF THE LICENSEE

- 6.1 In the event the Licensee is allowed and does transfer Licensed Data to Affiliates, the Licensee will ensure and oblige the respective Affiliate to the following provisions:
 - 6.1.1 Any grant of usage rights with respect to the Data does not go beyond the Licensor's permission to use the Licensed Data in accordance with this Agreement;
 - 6.1.2 That the Affiliate uses the Licensed Data only in accordance with all applicable regulatory requirements, in particular, all relevant Data Protection Regulations;
 - 6.1.3 That the Licensed Data will only be used in accordance with the confidentiality stipulations as set out in Paragraph 13 of this Agreement and the Licensee has a corresponding Agreement with the Affiliate in place;

VOLKSWAGEN GROUP INFO SERVICES

- 6.1.4 The Licensee is responsible for ensuring that the Affiliate complies with the terms of this Agreement;
- 6.1.5 The Licensee shall inform the Affiliate of the limitations on the accuracy and up-to-dateness of the Licensed Data, as outlined in **Appendix 3** of this Agreement, and ensure that comparable disclaimers are included in the Affiliate's Agreements with its own customers.
- 6.2 If, in the event of the transfer of the Licensed Data to Affiliates, the Licensor identifies objective reasons to restrict the transfer of the Licensed Data, the Licensor may demand that no further sublicensing occurs to the implicated party. The Licensee shall comply promptly with such a request.
- 6.3 The Licensee shall take appropriate technical and organizational measures to guarantee a high level of IT security in relation to the Licensed Data in accordance with **Appendix 2**. The level of IT security shall never be less than the level of IT security the Licensee uses to protect their own data.
- 6.4 In addition to maintaining the relevant technical infrastructure to receive the Licensed Data and in order to be able to retrieve the Licensed Data, the Licensee must meet the additional requirements:
 - 6.4.1 Registration in ONE Business ID. Registration in ONE Business ID requires a separate Agreement with Volkswagen AG, Berliner Ring 2, 38440 Wolfsburg;
 - 6.4.2 Activation of the product (creation of the API key, incl. authentication);
 - 6.4.3 Development/use of own software that addresses the Licensor's API;
 - 6.4.4 Carrying out tests;
 - 6.4.5 Arrangement of the go-live date with the Licensor;
 - 6.4.6 Comply with all the product-specific requirements and further obligations described in **Appendix 1**.
- 6.5 The Licensee shall not process knowingly any data related to vehicles that have been reported as stolen. The Licensor reserves the right to implement technical and organizational measures to prevent the provision of such data.
- 6.6 The Licensee shall strictly not use the Licensed Data for any purpose related to AI and/or any AI system, including but not limited to AI training; any use of the Licensed Data for any AI purposes must be explicitly permitted in writing by the Licensor in advance.

VOLKSWAGEN GROUP

INFO SERVICES

7. REMUNERATION

- 7.1 In return for making the Licensed Data available, granting the right of use under Paragraph 4, the Licensor shall receive a remuneration fee from the Licensee in accordance with the terms regulated in **Appendix 1**.
- 7.2 The remuneration fee is also due if a data request does not lead to the provision of the requested data set, as far as this is caused by the Licensee's course of action. Such a course of action is given in particular if the data request leads to one of the response codes listed in **Appendix 1**.¹
- 7.3 The remuneration fee is not due for a data request that cannot be answered for reasons that are the responsibility of the Licensor and is answered with one of the response codes defined in **Appendix 1**.²
- 7.4 Invoices are issued by the Licensor on a quarterly basis. Invoices are due within 30 days of being issued. The service shall only be deemed to have been provided after the completion of a quarterly service period. Partial invoicing is not possible.
- 7.5 Each Party is obliged to inform the other Party without undue delay and in written form of any tax-relevant changes (e.g., name changes, address changes, changes to the tax domicile, or changes to tax numbers).

8. TAX

- 8.1 All taxes of any kind (withholding tax) whatsoever in connection with the execution of this Agreement and payments made by the Licensee and imposed or to be paid in the country of the Licensor shall be borne by the Licensee.
- 8.2 Each party shall account solely for its compliance with its own tax liabilities and/or obligations arising from the Agreement. Should the Licensor incur any loss or other disadvantage from a breach of the aforementioned liabilities or obligations, then the Licensee shall fully indemnify the Licensor.
- 8.3 All fees, charges, and payments on account stated in this Agreement are furthermore subject to statutory value-added tax.

¹ Applicable only for VIN-based data requests via the PULL mechanism. See Appendix 1, Part III "Technical Description of the Data Provision".

² Applicable only for VIN-based data requests via the PULL mechanism. See Appendix 1, Part III "Technical Description of the Data Provision".

VOLKSWAGEN GROUP INFO SERVICES

- 8.4 The grant of rights shall be subject to value-added tax at the place where the Licensee is operating its business. The value-added tax incurred has to be owed by the Licensee (reverse charge).
- 8.5 In the event of a change in the law, the applicable provisions shall apply. Both Parties are obliged to inform the other Party immediately of any tax-relevant changes (e.g. change of name (i.e. change of trade name without change of legal form), new address, change of tax residence and/or tax registration, bank account details).
- 8.6 Any amount under this Agreement shall be payable without withholding or deduction for or on account of any present and future taxes, duties, or governmental charges of any nature whatsoever imposed, levied, or collected by or on behalf of the government of the country of the Licensee or by or on behalf of any political subdivision or authority therein having the power to tax unless such deduction or withholding is required by law. In such an event, the Licensee will pay such additional amounts as shall be necessary in order that the net amounts received by the Licensor after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable if no such withholding or deduction had been required.

9. DATA PROTECTION

- 9.1 The provision of data under this Agreement can include Personal Data or Anonymized Data as specified in the respective **Appendix 1**. The Licensee remains solely responsible for observing all Data Protection laws that are applicable to them when using the Licensor Data.
- 9.2 In case of Anonymized Data, the following provisions apply:
- 9.2.1 The Licensee is prohibited from de-anonymizing the Licensed Data (e.g., by combining it with data already held by the Licensee or by collecting further data or additional information by means of which the Licensee could identify a natural person) or otherwise altering it by means of reverse engineering, cross-combinations or correlations in a way that could lead to de-anonymization of the data records and attributes.
- 9.2.2 Should the Licensee become aware of (i) the de-anonymization of the Licensed Data, (ii) the possibility of de-anonymization or (iii) any personal identifiers or other elements of personal data contained in the Licensed Data ("Personal Identifiers"), the Licensee is obliged to inform the Licensor immediately, to reasonably support Licensor to resolve this matter and if

VOLKSWAGEN GROUP INFO SERVICES

required by applicable Data Protection law, to delete the corresponding Licensed Data in the access of the Licensee.

9.2.3 The Licensor reserves the right to update the anonymization measures at its sole discretion as considered necessary, and will in each case inform the Licensee about any updates.

9.2.4 The provisions specified under Paragraph 9.3 do not apply.

9.3 In the case of Personal Data, the following provisions apply:

9.3.1 The Licensor acts under this Agreement as a separate Controller, whereas the Licensee in this Agreement acts either as a separate Controller or as Processor of Personal Data in accordance with the GDPR.

9.3.2 If the Licensee acts as a separate Controller, they undertake to comply with:

(a) The provisions of the applicable Data Protection Regulations, in particular the GDPR.

(b) In the event that Volkswagen Group Data as Licensed Data contains Personal Data, the following shall apply:

(i) The Licensee shall ensure that it can rely on a valid legal basis to receive and process the Volkswagen Group Data as Licensed Data.

(ii) The Licensee is obliged to fulfill the GDPR's information obligations concerning the data subjects.

(iii) The Licensor's sole data responsibility shall end with the transfer of the Volkswagen Group Data as Licensed Data to the Licensee and the Licensee shall be solely responsible for further data processing. Consequently, each Party shall be solely responsible for fulfilling the Data Subject rights according to the GDPR. Data Subject inquiries that concern the area of the respective other Party shall be forwarded by the Parties to each other without undue delay and, in the event of ambiguities, shall be coordinated to the extent necessary.

9.3.3 If the Licensee acts as a Processor on behalf of its respective customer ("**Licensee's Customer**") in the role of a separate Controller according to GDPR, the Licensee as Processor undertakes to comply with the following:

VOLKSWAGEN GROUP INFO SERVICES

- (a) The data processing has to be in compliance with the applicable Data Protection Laws, in particular the GDPR (inter alia: valid legal base for Licensee's Customer as Controller before and while processing a Licensed Data, purpose limitation according to the agreed purposes, transparency to Data Subjects, storage limitation, integrity and confidentiality, necessary Data Protection Agreement between the Licensee's Customer as Controller and the Licensee as Processor). The Licensee as Processor will immediately inform the Licensee's Customer as Controller if, in the Licensee's opinion, an instruction of the Licensee's Customer for transmitting the Volkswagen Group Data as Licensed Data infringes the GDPR or other Data Protection provisions (Article 28 Paragraph 3, last sentence, GDPR).
 - (b) The Licensor's data responsibility shall end with the transfer of the Volkswagen Group Data as Licensed Data to the Licensee. The Licensee's Customer as Controller, on whose behalf Licensee acts as Processor, shall be, according to their GDPR roles, solely responsible for the further data processing according to the agreed purposes.
- 9.3.4 The Licensee as Processor shall ensure by Agreement and/or technical-organizational measures ("**TOMs**") that the respective Licensee's Customer as Controller has a legal base vis-à-vis the vehicle holder (as well as other Data Subjects concerned, if applicable) to have the Volkswagen Group Data as Licensed Data transmitted (Article 6 Paragraph 1, GDPR), and that the respective Licensee's Customer as Controller undertakes to inform the vehicle holder (as well as other Data Subjects concerned, if applicable) about the data processing to the extent required (Article 14 GDPR).
- 9.3.5 Indistinctive of the Licensee's GDPR role, the Licensee shall inform the Licensor immediately without delay in the event of "**Personal Data Breaches**" (Article 4 Paragraph 12 GDPR) affecting Volkswagen Group Vehicle Data as Licensed Data, in particular but not limited to, if unauthorized Third Parties gain access to such data. This also applies in the event of a reasonable suspicion of such a Personal Data Breach. The Licensee shall also inform the Licensor before making notifications to Data Protection authorities and/or Data Subjects.
 - (a) In the event that the Licensee breaches the GDPR or any other applicable Data Protection Regulations including but not limited to

VOLKSWAGEN GROUP

INFO SERVICES

breaches arising from the processing of Personal Data, e.g. retrieval of data by the Licensee, without a valid legal basis, the following provisions shall apply:

- (i) Upon discovery of the breach, the Licensee shall immediately without undue delay notify the Licensor of the breach and take all necessary steps to rectify the situation to the satisfaction of the Licensor.
- (ii) The Licensor reserves the right to terminate this Agreement immediately without notice and any further liability.
- (iii) The Licensee shall indemnify the Licensor and hold it harmless against claims asserted by Third Parties due to a breach of Paragraph 9 of this Agreement upon first request and reimburse the costs of reasonable legal action.

9.4 The Licensor shall have the right to request and review at any time, for internal compliance purposes, copies of the Data Protection Agreements between the Licensee and its contractual partners that receive Licensed Data, as well as all GDPR-relevant records, especially in connection with the requirements under Paragraph 9.3.5(a)(iii) above, to ensure that these Agreements and processes correctly and fully reflect the obligations of the Licensee as agreed in this Agreement.

10. WARRANTY

10.1 The Licensed Data shall have the data quality that it has at the time of collection (by the VW brands) and, if applicable, after application of the anonymization measures. In addition, the Licensor is only obliged to supply Licensed Data that is made available to the Licensor by its respective data providers.

10.2 The Licensor does not warrant that the Licensed Data are compatible and interoperable with the IT system and the software systems used by the Licensee and that the Licensed Data can be used by the Licensee without technical restriction. The Licensor does not warrant that the economic, business, and/or technical objectives intended by the Licensee with regard to the Licensed Data can be achieved.

10.3 The Licensor provides the Licensed Data with the necessary care as part of the fulfilment of the obligations incumbent on the Licensor under this Agreement. The

VOLKSWAGEN GROUP

INFO SERVICES

Parties acknowledge and agree that due to the nature of the Licensed Data, no warranty can be given with respect to their correctness, verifiability, composition and organization, objectivity, integrity, comprehensiveness, validity, uniqueness, timeliness, or reproducibility.

- 10.4 Should the Licensee detect errors or implausible measurements in the Licensed Data, they will inform the Licensor separately.
- 10.5 The Licensee is not entitled to make deductions from the agreed remuneration in the event of a defect in the Licensed Data.
- 10.6 The Licensee's claims for subsequent performance shall become time-barred within one year of the statutory commencement of the limitation period.

11. LIMITATION OF LIABILITY

- 11.1 In the event of slight negligence, the Licensor shall only be liable in the event of a breach of material contractual obligations, i.e. those obligations whose fulfillment is essential for the proper performance of the Agreement and on whose compliance the Licensee has relied and was entitled to rely and/or whose culpable non-fulfillment jeopardizes the achievement of the purpose of the Agreement ("**Cardinal Obligation**").
- 11.2 Liability for slight negligence shall be limited to the foreseeable damage typical of the Agreement which the Licensor had to expect at the time the Agreement was concluded on the basis of the circumstances known at that time.
- 11.3 In addition, the liability of the Licensor in any case of slight negligence is limited to the remuneration paid under this Agreement in the two (2) month period prior to the occurrence of the damage for all claims within the relevant two (2) month period.
- 11.4 The Licensor shall only be liable to the Licensee without limitation in the event of intent and gross negligence on the part of its legal representatives and executive employees. The Licensor shall only be liable for intent and gross negligence on the part of other vicarious agents within the scope of its liability for simple negligence pursuant to Paragraph 11.1.
- 11.5 The liability of the Licensor for claims arising from injury to life, limb, or health, under the Product Liability Act, due to an expressly warranted or guaranteed characteristic and/or from guarantees in the legal sense remains unaffected.

VOLKSWAGEN GROUP

INFO SERVICES

- 11.6 The Licensor shall not be liable for defects in the licensed database and/or the Licensed Data as the Licensor cannot verify the accuracy of the Licensed Data because it is under the responsibility of each providing brand.
- 11.7 The Licensor's liability vis-à-vis the Licensee for Data Protection violations or a breach of Data Protection obligations under this Agreement and its Appendices is excluded. This does not apply (1) in the event of intentional or grossly negligent violations of this Agreement or applicable data protection law, (2) damages resulting from injury to life, limb, or health, and (3) the violation of Cardinal Obligations. Apart from that, the liability of the Licensor pursuant to Art. 82 GDPR remains unaffected.

12. INDEMNIFICATION

- 12.1 The Licensee will (to the extent permitted by law), upon request of the Licensor defend, indemnify, and hold the Licensor, its Affiliates, and their directors, officers, employees, and agents harmless from and against any and all claims, losses, liabilities, damages, costs, and expenses (including attorneys' fees, expert witness fees, and dispute resolution costs) directly or indirectly arising from or relating to:
- 12.1.1 any breach of obligation or inaccuracy in any assurances, confirmations, representations, or warranties made by the Licensee and the Licensee's obligations in this Agreement and its Appendices, and
 - 12.1.2 any fines imposed on the Licensor in carrying out its obligations under this Agreement and its Appendices, to the extent the Licensee bears responsibility for this fine.
- 12.2 The Licensee will (to the extent permitted by law) indemnify, defend, and hold the Licensor harmless as well as its directors, officers, employees, and agents from any and all claims, losses, liabilities, damages, costs, and expenses (including attorney's fees, expert witness fees, and dispute resolution costs) directly or indirectly arising from or relating to:
- 12.2.1 any actual or alleged infringement of any Third Party rights (including infringement of any Intellectual Property Rights) by the Licensee and
 - 12.2.2 all acts or omissions of the Licensee's employees and agents.
- 12.3 If any proceeding shall be brought or threatened against the Licensee, the Licensee shall notify the Licensor in writing. Notwithstanding the preceding sentence, the Licensor shall have the right to employ its own counsel and to determine its own

VOLKSWAGEN GROUP

INFO SERVICES

defense of such action in any such case. The fees and expenses of such counsel shall be at the expense of the Licensor unless (i) the employment of such counsel shall have been authorized in writing by the Licensee, or (ii) the Licensee, after due notice of the action, shall not have employed counsel satisfactory to the Licensor to have charge of such defense, or (iii) the Licensor has been advised in writing by counsel that there may be legal defenses available to the Licensor which are adverse to or in conflict with those available from the Licensee or that the defense of the Licensor should be handled by separate counsel, in any of which events the reasonable expenses of counsel for the Licensor shall be borne by Licensee.

13. CONFIDENTIALITY

- 13.1 Except as otherwise provided in this Agreement, each Party (the "**Receiving Party**") agrees not to disclose to any Third Party any know-how, trade secrets or information relating to this Agreement - whether or not marked as confidential - ("**Confidential Information**") of which it becomes aware from the other Party (the "**Disclosing Party**") during the performance of this Agreement and to instruct its employees, agents and consultants accordingly in writing during the term of this Agreement and at any time after its termination. Confidential information shall include, in particular, information obtained in the course of any tests, the data points of the product (Licensed Data), and documents exchanged between the Licensor and the Licensee (in particular, contracts, JSON files, and PowerPoint presentations).
- 13.2 The foregoing obligations shall not apply to any such information that (i) was publicly known at the time of disclosure to the receiving Party or is subsequently made publicly known by the disclosing Party, (ii) became publicly known through no fault of the receiving Party after the time of disclosure to the receiving Party, (iii) was in the possession of the receiving Party prior to disclosure without any obligation of confidentiality on the part of the receiving Party, or (iv) was developed by employees or agents of the receiving Party independently of and without reference to Confidential Information.
- 13.3 The Parties are entitled to disclose confidential information to affiliated companies within the meaning of Paragraph 15 et seq. of the German Stock Corporation Act (AktG), provided that these companies have been obliged to maintain confidentiality at least in accordance with this confidentiality provision prior to disclosure. The authorization to disclose is subject to the "need-to-know principle".

VOLKSWAGEN GROUP INFO SERVICES

- 13.4 Confidential information must be protected against unauthorized access in accordance with the state of the art.
- 13.5 The Parties agree that all confidentiality Agreements entered into prior to this Agreement relating to the sharing of certain Data (regardless of whether they are Licensed Data) and all information relating to their collaboration prior to this Agreement shall remain confidential, notwithstanding the provisions of Paragraph 13 shall remain in full force and effect.

14. DOCUMENTATION REQUIREMENTS AND AUDITS

- 14.1 The Licensor shall have the right to conduct Audits (as defined below) of the Licensee's use of the Licensed Data under this Agreement to ensure compliance with contractual and regulatory requirements. Such Audits will be performed no more frequently than once per calendar year during normal business hours. However, the Licensor may conduct reasonable additional Audits (i) if required by applicable regulatory requirements or (ii) if prior Audits reveal deficiencies, flaws, or other irregularities (iii) or if Licensee breaches the terms of this Agreement.
- 14.2 The Licensee shall, at its expense, provide all reasonable support, cooperation, and access to the Licensor and its contractors to participate in any audit of any facility utilized for the storage and use of the Licensed Data.
- 14.3 Given the use of cloud-based infrastructure, the Licensee shall ensure access to relevant systems, databases, or cloud environments where the Licensed Data reside, as well as any necessary reports or records demonstrating compliance. If direct access to cloud-based infrastructure is restricted due to security policies or not possible due to third parties, the Licensee shall provide alternative means to verify compliance, such as third-party audit certifications, security assessments, or relevant compliance reports.
- 14.4 The audit rights shall remain in force for a period of 12 months after termination of this Agreement to ensure that the data has been completely deleted from the Licensee.
- 14.5 If breaches of the Licensee's obligations under this Agreement are discovered during the audit, the Licensee shall bear the costs of the Audit. Otherwise, the Licensor shall bear the costs of the Audit.

VOLKSWAGEN GROUP

INFO SERVICES

15. DURATION, TERMINATION AND DATA DELETION

- 15.1 The Licensee agrees to enter into this Agreement for a minimum term of one (1) year. At least three (3) months prior to the expiration of the initial term, the Licensee must provide written notice to the Licensor of its intent to terminate this Agreement. If such notice is not provided, this Agreement shall automatically renew for another year under the same terms and conditions.
- 15.2 This Agreement becomes effective with the signature of the last contracting Party.
- 15.3 The Agreement can be terminated by either Party with a notice period of three (3) months to the end of the respective calendar year.
- 15.4 The right of both Parties to terminate this Agreement at any time without notice for good cause shall remain unaffected. Good cause for termination by the Licensor exists in particular if the Licensee breaches one of the obligations under the Agreement, does not remedy the breach after being notified by the Licensor, and does not remedy the consequences within fourteen (14) days of being requested to do so by the Licensor. Good cause shall also exist for one Party if the other Party is in serious breach of its contractual obligations and the terminating Party can therefore no longer be reasonably expected to adhere to the Agreement. In particular, the Licensor is entitled to terminate the Agreement without notice if:
- 15.4.1 a significant change in the ownership structure or the direct or indirect control of the Licensee occurs,
 - 15.4.2 the Licensee passes on the Licensed Data to Third Parties in breach of the Agreement,
 - 15.4.3 the Licensee uses the Licensed Data in breach of the Agreement for purposes other than those specified in **Appendix 1**,
 - 15.4.4 the Licensee ceases business operations,
 - 15.4.5 insolvency proceedings are opened against the Licensee's assets,
 - 15.4.6 judicial collection measures to recover payment obligations arising from this Agreement remain unsuccessful,
 - 15.4.7 Licensee directly or indirectly damages the reputation of the Licensor,
 - 15.4.8 a change in regulatory requirements including under applicable Data Privacy Regulations prevent Licensor from delivering Licensor Data,

VOLKSWAGEN GROUP

INFO SERVICES

- 15.4.9 provisions of the responsible Supervisory Authority or the responsible court prevent the delivery of Licensor Data,
 - 15.4.10 in case of Anonymized Data the Licensor Data can no longer be considered anonymous, provided that Licensor is not able to change the contents or delivery of Licensor Data with reasonable commercial efforts in a manner that Licensor Data delivery would comply with the regulatory requirements and be considered anonymous.
- 15.5 Unless otherwise agreed, the Licensee shall be obliged within twenty (20) working days of the end of the Agreement (for whatever reason) to:
- 15.5.1 destroy the relevant Licensed Data in the Licensee's possession, custody, or control (including any backup copies) (e.g., by making reasonable efforts to delete the relevant Licensed Data from all data storage devices in the Licensee's possession, custody or control so that such Licensed Data cease to exist during or after disposal); and
 - 15.5.2 certify in written form to the Licensor, at their written request, that the conditions set out in lit. 15.5.1 have been successfully carried out and no relevant Licensed Data are still in the possession, custody, or control of the Licensee.
- 15.6 Notwithstanding any other provision of this Agreement, the provisions of Paragraphs 13, 14, and 15 shall survive the termination of this Agreement and shall continue to apply.

16. EXPORT CONTROL

- 16.1 The Licensee shall not provide, export, or re-export, directly or indirectly, to the Russian Federation and/or to the Republic of Belarus or for use in the Russian Federation and/or in the Republic of Belarus any goods, software, and/or technology supplied under or in connection with this Agreement. The same applies to the sale, licensing, or transfer in any other way of intellectual property rights or trade secrets as well as to the granting of rights to access or re-use any material or information protected by intellectual property rights or protected as trade secrets.
- 16.2 The Licensee shall undertake its best effort to ensure that the purpose of 16.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.

VOLKSWAGEN GROUP

INFO SERVICES

16.3 The Licensee shall immediately inform the Licensor about any problems in applying 16.1 or 16.2, including any relevant activities by third parties that could frustrate the purpose of 16.1. The Licensee shall make available to the Licensor information concerning compliance with the obligation under 16.1 and 16.2 within two weeks of the simple request for such information.

17. MISCELLANEOUS

17.1 Nothing in this Agreement shall be construed to constitute either Party as the agent of the other Party.

17.2 This Agreement contains the entire Agreement reached between the Parties regarding the subject matter of the Agreement. However, all separate terms and conditions for access to software, websites, portals, or databases of the Licensor shall remain valid. Other general terms and conditions of the Parties shall not apply.

17.3 Amendments and additions to this Agreement must be made in writing to be effective. This also applies to any amendment to this written form clause.

17.4 All notifications and other communications in connection with this Agreement shall be made exclusively by e-mail and shall be sent to the following recipients:

Transmissions to the Licensor:

- Recipient Volkswagen Group Info Service AG
- E-Mail: Gis-support@cariad.technology

Transmissions to the Licensee:

- Recipient
- E-Mail:

or to such other recipients or addresses as the relevant Party may have notified the other Party in writing from time to time.

17.5 Neither Party is entitled to assign rights or claims arising from this Agreement without the prior written consent of the other Party. This shall not apply to assignments of the Licensor to affiliated companies within the meaning of Paragraph 15 AktG.

17.6 The Licensee acts in compliance with any applicable laws, including Export Control and Tax Laws, and has taken appropriate organizational measures to ensure that its legal representatives, employees, subcontractors, consultants, or other third parties commissioned by it act in compliance with the applicable laws. The Licensor may

VOLKSWAGEN GROUP INFO SERVICES

terminate the Agreement for good cause if the continuation of the Agreement becomes unreasonable due to the Licensee's breach of this obligation.

- 17.7 In the event of any conflict between any Appendix and the provisions of this Agreement, the provisions of this Agreement shall prevail unless the relevant provision of the Appendix clearly states a deviation from this Agreement.
- 17.8 All disputes arising out of or in connection with this Agreement or its validity shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. The arbitration tribunal shall consist of three members and the seat of the arbitration tribunal shall be Braunschweig (Germany). The language of the arbitration proceedings shall be German. The law of the Federal Republic of Germany shall apply to the exclusion of the conflict of laws. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply. The Licensor shall alternatively have the right to bring an action before the ordinary courts at the Licensee's registered office.
- 17.9 Should one or more provisions of this Agreement or its appendices be or become invalid or unenforceable in whole or in part, this shall not affect the validity and enforceability of the remaining provisions of this Agreement or its appendices. In the event of invalid or unenforceable General Terms and Conditions, the statutory provisions shall apply. In all other cases, the Parties shall agree on a valid provision in place of the invalid or unenforceable provision that comes as close as possible to the original economic purpose, unless a supplementary interpretation of the Agreement takes precedence or is not possible.

APPENDIX OVERVIEW

APPENDIX 1: Licensed Data and Product-Specific Terms and Conditions

- **Part I:** Product Specifications
- **Part II:** Test of Data Provision
- **Part III:** Technical Description of the Data Provision
- **Part IV:** Product-Specific Licensee Obligations and Data Protection Requirements
- **Part V:** Further Product-Specific Stipulations
- **Part VI:** Remuneration
- **Part VII:** Overview of Response Codes

APPENDIX 2: IT Security

APPENDIX 3: General Service Level Agreement

APPENDIX 1
LICENSED DATA AND PRODUCT-SPECIFIC TERMS AND CONDITIONS

This Appendix 1 constitutes a distinct document and will be attached to this Agreement. It sets out the terms and conditions governing the Licensee's access, use, or subscription to the specific data products.

APPENDIX 2
IT SECURITY

1. SECURITY REQUIREMENT

- 1.1 The Licensee shall ensure the security of the IT systems connected to the Licensor and the security of the Licensed Data by securing them in accordance with state-of-the-art and appropriate technical and organizational measures. The Parties consider the compliance with e.g., ISO 27001 standard and/or the Trusted Information Security Assessment Exchange (TISAX, Level 2 and 3) as state of the art.

2. AUDIT OF TECHNICAL AND ORGANIZATIONAL MEASURES

- 2.1 The Licensee shall use external auditors to verify the adequacy of its security measures, including the security of the physical data centers used by the Licensee to process the Licensed Data. Such audit (a) shall be conducted at least annually; (b) shall be conducted by independent security experts at Licensee's expense; and (c) shall result in the preparation of an audit report ("**Report**").
- 2.2 Upon written request from the Licensor, the Licensee shall make the Report available to the Licensor so that the Licensor can reasonably verify whether the Licensee complies with the IT security requirements under this appendix.
- 2.3 If a Security Incident has occurred (including where the Licensee has not reported a Security Breach to the Licensor but the Licensor has reasonable grounds to believe that a Security Incident has occurred) and the Report does not enable the Licensor to ensure compliance with the security obligations under this appendix by the Licensee to the extent required by law, the Licensor may itself request such additional information in relation to the Licensed Data as is reasonably necessary to enable the Licensor to comply with its legal obligations ("**Required Information**"). If the Required Information is not already available, the Parties will follow the procedure below:
- (a) The Licensor will make a written request to the Licensee for the information required, specifying the details necessary to enable the Licensee to consider that request effectively, including the information requested, the form in which the Licensor requires it, and the underlying legal requirement for the request.

VOLKSWAGEN GROUP

INFO SERVICES

- (b) Immediately after the Licensee has submitted the request in accordance with this appendix, section "Audit of Technical and Organizational Measures", number 3 lit. a), the Parties shall cooperate in good faith to agree on a plan ("**Compliance Verification Plan**") setting out the details of the processing of the request.
- (c) The Licensee shall designate and make available to the Licensor a reasonable number of appropriately qualified and knowledgeable Licensee employees to participate in the compliance review plan and who shall be responsible for its implementation. The Licensor shall, in its sole discretion, designate an appropriate number of the Licensor representatives to participate in the compliance review plan.
- (d) If the compliance verification plan requires that the required information be provided by the Licensee, the Parties will work together to use the least intrusive means to accomplish this goal, taking into account the legal requirements and the need for the Licensee to maintain the security of its operations and protect itself and its customers from unnecessary disruption and risk.
- (e) All information and documentation provided by the Licensee or its auditors in connection with this section ("Audit of Technical and Organizational Measures") shall be provided at the Licensor's expense and shall be treated by the Licensor as the Licensee's Confidential Information and shall be provided only under confidentiality obligations reasonably acceptable to Licensee and the Recipient.

3. NOTIFICATION OF SECURITY BREACHES

- 3.1 If the Licensee becomes aware of (a) any unlawful access to Licensed Data stored on the Licensee's Equipment or at the Licensee's facilities (including temporary storage in the course of processing operations), or (b) any unauthorized access to such Equipment or facilities, where in either case such access results in a loss, disclosure or alteration of Licensed Data (each a "**Security Incident**"), the Licensee shall (a) notify GIS of the Security Incident immediately without undue delay after the Licensee becomes aware of the Security Incident via this email address sirt@cariad.technology; and (b) immediately take reasonable steps to mitigate the effects of the Security Incident and minimize the resulting damage. If the Licensor requires further information on the measures taken by the Licensee to mitigate the impact and prevent

VOLKSWAGEN GROUP

INFO SERVICES

such Security Incidents in the future in order to comply with legal requirements (e.g. statutory reporting obligations), the process set out in this appendix, section "Audit of technical and organizational measures", number 2 shall be triggered.

3.2 The Licensor agrees to the following:

- (a) An unsuccessful security incident is not relevant. An "**unsuccessful security incident**" is an incident that does not result in unauthorized access to the Licensed Data or to the Licensee's devices or facilities where the Licensed Data are stored and may include, but is not limited to, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful login attempts, denial of service attacks, packet sniffing (or other unauthorized access to the Licensed Data that does not result in access beyond IP addresses or headers), or similar incidents.
- (b) The Licensee's obligation to report or respond to a Security Incident pursuant to this Section shall not be construed or deemed to be an admission of fault or liability on part of the Licensee with respect to the Security Incident.
- (c) Any notifications of security incidents will be sent to one or more of the Licensors contacts mentioned in this Agreement by any means, including email.

APPENDIX 3
GENERAL SERVICE LEVEL AGREEMENT

1. The first-level support represents a "single point of contact" for the Licensee. Questions from the Licensee may therefore be directed exclusively to the first-level support of the Licensor. The Licensor support can be contacted as follows:

By e-mail to gis-support@cariad.technology

Via contact form at <https://www.drivesomethinggreater.com/contact-us>

2. The Licensee is responsible for providing the necessary cooperation required to enable the Licensee to receive the Licensed Data.
3. The Licensed Data should - as far as possible for the Licensor - contain the information specified in Appendix 1, Part I. The Licensee is aware that not every Licensed Data set includes all of the data points specified therein and that not all data points may be assigned values in every Licensed Data set.
4. The Licensee is aware that the Licensor cannot verify the accuracy of the Licensed Data because the database is the responsibility of each brand.
5. The Licensor shall announce any adjustments to the API as far as possible and make adjustments outside normal business hours if possible.
6. The Licensor aims to achieve 99% system availability from Monday to Friday (excluding national and state holidays) between 9 a.m. and 5 p.m. CET. Outside this period, the Licensor is entitled to restrict access to the systems at any time and, in particular, to carry out maintenance work. With the aim of averting at least not insignificant damage and in the event of imminent danger, an interruption is also possible within the aforementioned periods. The Licensor shall endeavor to keep the interruption to a minimum and implement this by appropriate means.