

L.OS Data Processing T&Cs

Date: 17.07.2024

These terms and conditions apply to the processing of personal data by Bosch Mobility Platform & Solutions GmbH, Robert-Bosch-Platz 1, 70839 Gerlingen ("**Platform Operator**"), as data processor on behalf of Platform User as data controller in the context of Platform User's access to the L.OS Platform and use of Platform Services.

1. Preamble

These Data Processing T&Cs specify the Parties' obligations under the Agreement in relation to data protection and apply to all activities in connection with the Agreement (as defined in Section 2) in which employees of Platform Operator or subcontractors of Platform Operator may process Personal Data of Data Controller on Data Controller's behalf ("**Commissioned Data Processing**").

2. Definitions

Capitalized terms used but not defined in these L.OS Data Processing T&Cs shall have the meaning given to them in the L.OS Platform Terms of Use.

- 2.1. "**Agreement**" means, as applicable, a Platform User Agreement, a Paid Platform Service Subscription or a Solution Provider Agreement.
- 2.2. "**Data Controller**" means the Platform User in relation to a Platform User Agreement, Paid Platform Service Customer in relation to a Paid Platform Service Subscription and L.OS Service Provider in relation to the Service Provider Agreement.
- 2.3. "**EU-GDPR**" means 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, and repealing Directive 95/46/EC (General Data Protection Regulation).
- 2.4. "**GDPR**" means EU-GDPR and/or UK-GDPR (as applicable).
- 2.5. "**Personal Data**" has the meaning defined in Article 4 para. 1 of the GDPR.
- 2.6. "Service Description" means, as applicable, a Free Platform Service Description or a Paid Platform Service Description.
- 2.7. "**UK-GDPR**" means the retained EU GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and the Data Protection Act 2018.

3 Subject Matter, Duration and Specification of Commissioned Data Processing

- 3.1 The subject matter, type and purpose of the Commissioned Data Processing are described in the Agreement, including, where applicable, the Paid Platform Service Terms and the relevant Service Description.
- 3.2 These L.OS Data Processing T&Cs apply for the duration of the Agreement unless otherwise provided herein.
- 3.3 The Commissioned Data Processing takes place in the European Economic Area. Data Controller agrees that Platform Operator may relocate the processing to a third country if the special conditions of Article 44 et seqq. GDPR are satisfied.

4 Scope, Responsibility and Instructions

- 4.1 Platform Operator processes Personal Data on behalf of Platform User. This comprises of the activities as described in the Agreement, including, where applicable, the Paid Platform Service Terms and the relevant Service Description. With regard to the processing of Personal Data, Data Controller is responsible for compliance with applicable data protection law and in particular for the legality of the data processing.
- 4.2 Platform Operator processes Personal Data within the framework of Data Controller's instructions. Data Controller's instructions consist of the instructions defined in the Agreement, in particular, where applicable, in the Paid Platform Service Terms and the relevant Service Description. Requests for changes, additions or replacements of instructions can be made by Data Controller in writing or in text form (letter, e-mail) to the office designated by Platform Operator. Individual instructions falling outside the scope of the services as agreed in the Agreement will be treated as change requests and Platform Operator will be entitled to request a reasonable remuneration.
- 4.3 Platform Operator will inform Data Controller immediately if it believes that an instruction violates applicable data protection laws or regulations. Platform Operator is entitled to suspend the execution of the corresponding instruction until it is confirmed or changed by Data Controller.

5 Platform Operator's Obligations

- 5.1 Platform Operator may only process data subjects' Personal Data within the scope of Data Controller's instructions. If Platform Operator is obliged to process Personal Data in a deviating manner by national or European law, it shall inform Data Controller accordingly before the start of such processing, unless the law in question prohibits such information, e.g. on the basis of important public interests.
- 5.2 Platform Operator shall set up its internal organisation for its area of responsibility in such a manner that it meets the specific requirements of data protection. Platform Operator shall take the technical and organisational measures described in the applicable Service Description so as to ensure an adequate protection of Data Controller's Personal Data. The purpose of these measures is to ensure long-term confidentiality, integrity, availability and resilience of the systems and services in connection with the Commissioned Data Processing. Data Controller is informed of these technical and organisational measures. It is Data Controller's responsibility to ensure that these measures provide an adequate level of protection regarding the risks of processing Data Controller's Personal Data.
- 5.3 Platform Operator reserves the right to change the technical and organisational measures taken, provided that it must be ensured that the contractually agreed level of protection is not reduced.
- 5.4 To the best of its ability and within the scope of the services under the Agreement, Platform Operator shall support Data Controller in dealing with requests and claims of data subjects according to Chapter III of the GDPR and in respecting its obligations specified in Articles 32 to 36 GDPR. For these services, Platform Operator is entitled to request a reasonable remuneration.
- 5.5 Platform Operator warrants that its employees involved in the processing of Data Controller's Personal Data and other individuals working for Platform Operator are prohibited from processing such Personal Data outside the scope of Data Controller's instructions. Platform Operator further ensures that the persons authorised to process Personal Data have undertaken to maintain its confidentiality or are subject to a corresponding statutory obligation of confidentiality. This obligation of confidentiality shall remain in effect beyond the completion of the Agreement.
- 5.6 Platform Operator shall inform Data Controller without undue delay as soon as it becomes aware of any breach of the protection of Data Controller's Personal Data. Platform Operator shall take the necessary measures to safeguard Personal Data and to mitigate possible disadvantageous consequences for the data subjects and shall consult with Data Controller in that respect without undue delay.
- 5.7 Platform Operator is obliged to appoint a data protection officer according to Article 37 GDPR to the extent and as long as the statutory prerequisites for such a mandatory appointment apply. Data Controller shall be informed of the contact data of such data protection officer for the purpose of making direct contact. If Platform Operator is not legally obliged to appoint a data protection officer, it shall give Data Controller the name of a contact person for any questions in relation to data protection that may arise in connection with the Agreement. Contact information is available at <https://www.l-os.com/>.
- 5.8 Platform Operator shall ensure that its obligations according to Article 32 para. 1 d) GDPR are complied with and put in place a process for regular examination of the effectiveness of the technical and organisational measures to ensure the safety of data processing.
- 5.9 Platform Operator corrects or deletes Personal Data if Data Controller instructs him to do so and this is covered by the framework of Data Controller's instructions. If a deletion in conformity with data protection regulations or a corresponding restriction of data processing is not possible, Platform Operator shall undertake the destruction of data carriers and other materials in conformity with data protection regulations on the basis of an individual instruction by Data Controller, unless already agreed in the Agreement.
- 5.10 Personal Data shall be erased at the date of completion of the Agreement. It is up to Data Controller to prepare backup copies of its Personal Data and to migrate such Personal Data before the end of the Agreement. Platform Operator is not obliged to hand over Personal Data to which Data Controller has direct access itself.
- 5.11 Platform Operator undertakes to maintain a record of data processing activities according to Article 30 para. 2 GDPR.

6 Data Controller's Obligations

- 6.1 It is Data Controller's responsibility to provide Platform Operator with the Personal Data in due time so as to enable the latter to provide the Platform Services according to the Agreement. Data Controller is itself responsible for the quality of the Personal Data. Data Controller shall inform Platform Operator fully and without undue delay if it identifies any errors or irregularities with regard to data protection rules in the performances of Platform Operator when using the Platform Services.
- 6.2 In the event that claims should be made by a data subject in connection with Article 82 GDPR, Data Controller and Platform Operator undertake to assist each other in the defence against such claims. Contact details of the first contact person in data protection matters and the data protection officer are part of Data Controller's Registration Data.

7 Data Subject Requests

If data subjects contact Platform Operator requesting correction, erasure, restriction of processing or information about Personal Data, Platform Operator shall refer them to Data Controller if attribution of such data subjects to Data Controller is possible on the basis of the information provided by the data subjects.

8 Certificates, Audit

- 8.1 Upon request, Platform Operator shall submit suitable proof to Data Controller that the obligations set forth in Article 28 GDPR and these L.OS Data Processing T&Cs are complied with. For the purpose of proving compliance with the agreed obligations, Platform Operator may provide Data Controller with certificates and third-party test results (e.g. according to Article 42 GDPR or ISO 27001) or with test reports from the data protection officer or any individual to whom this task has been assigned by the data protection officer.
- 8.2 In the event that spot checks by Data Controller or an auditor appointed by Data Controller should turn out to be necessary in individual cases, request shall be made in text form (letter, e-mail). Platform Operator is entitled to make approval of such checks dependent on signing an adequate confidentiality agreement by Data Controller or the auditor assigned by Data Controller. If the auditor appointed by Data Controller is a competitor of Platform Operator, Platform Operator is entitled to object. Such objection shall be declared to Data Controller in text form (letter, e-mail).
- 8.3 In the event that an audit should be carried out by the data protection supervisory agency or another state authority, Section 8.2 shall apply accordingly. Signing of a confidentiality agreement is not required if the supervisory authority is subject to professional or statutory confidentiality obligations, any breach of which is penalized in accordance with the German Criminal Code.
- 8.4 Platform Operator is entitled to request adequate compensation for carrying out an audit as per Section 8.2 or 8.3, unless the reason for such audit is the strong suspicion that a data protection breach has taken place within the scope of responsibility of Platform Operator. In such a case, details of the suspicion must be submitted by Data Controller together with the notification of the audit.

9 Subcontractors (additional subprocessors)

- 9.1 Data Controller agrees that Platform Operator may use subcontractors for the Commissioned Data Processing. Before involving or replacing subcontractors for the Commissioned Data Processing, Platform Operator shall inform Data Controller in text form (letter, e-mail) with four weeks' notice. Data Controller may object to such a change. Any objection must be lodged within 14 days, and all reasons must be specified explicitly. If no objection is lodged within this time limit, consent to the involvement or replacement is deemed to have been given. If there is an important reason which cannot be eliminated by Platform Operator by adjusting the assignment, Data Controller is granted an extraordinary right of termination. The subcontractors already existing at the time of entering into the Agreement and their respective services are listed in the Service Description of the respective Platform Service. No separate information will be provided about such subcontractors and Data Controller hereby consents to their use. If Platform Operator uses any subcontractors for the Commissioned Data Processing, Platform Operator is obliged to transfer its obligations regarding data protection under these L.OS Data Processing T&Cs to the subcontractors.
- 9.2 Upon written request by Data Controller, Platform Operator shall provide information regarding the data protection obligations of its subcontractors used for Commissioned Data Processing at any time.
- 9.3 The provisions of this Section 9 shall also apply if a subcontractor in a third country is involved - observing the principles of Chapter 5 of the GDPR. Data Controller agrees to cooperate to the extent required in meeting the prerequisites as set in Chapter 5 of the GDPR.

10 Liability

- 10.1 The limitations of liability as set forth in the L.OS Platform ToU apply.
- 10.2 Data Controller shall indemnify Platform Operator against any claims brought by third parties against Platform Operator as a result of the Commissioned Data Processing unless the claim of such third party is based on the processing of Personal Data by Platform Operator in breach of Data Controller's instructions.

11 Information Duties

In the event that Data Controller's Personal Data processed by Platform Operator should be placed at risk as a result of seizure or confiscation, insolvency or settlement proceedings or by other events or measures of a third party, Platform Operator shall inform Data Controller without undue delay. In this regard, Platform Operator shall inform all third parties without undue delay that the control and ownership of the Personal Data exclusively lies with Data Controller as "controller", as defined in the GDPR.

12 Final provisions

- 12.1 These L.OS Data Processing T&Cs shall be governed by the laws of the Federal Republic of Germany, which shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 12.2 The exclusive place of jurisdiction for all legal disputes arising from or in connection with the Commissioned Data Processing and these L.OS Data Processing T&Cs shall be Stuttgart, Germany.

- 12.3 Legally relevant declarations and notifications to be made to Platform Operator after contract conclusion (e.g. setting of deadlines) shall be made in text form (letter, e-mail) to be effective.
- 12.4 The exclusive language available for contract conclusion shall be English. Translations of these L.OS Data Processing T&Cs to other languages are for information purposes only. In the event of contradictions between the English text and the translations, the English text shall prevail.
- 12.5 In the event of contradictions between, the provisions of these L.OS Data Processing T&Cs shall take precedence over the provisions in the Agreement.
- 12.6 Should any provision of these L.OS Data Processing T&Cs be or become invalid or unenforceable, this shall not affect the remaining provisions.

Bosch Mobility Platform & Solutions GmbH