
DATA PROCESSING AGREEMENT

This Data Processing Agreement ("**DPA**") forms part of the [**RouteSmart Technologies, Inc. Quotation Terms and Conditions**] ("**Agreement**") entered by and between you, the Customer (as defined in the Agreement) (collectively, "**you**", "**your**", "**Customer**"), and RouteSmart Technologies, Inc. ("**RouteSmart**", "**us**", "**we**", "**our**") to reflect the parties' agreement with regard to the Processing of Personal Data by RouteSmart solely on behalf of the Customer. Both parties shall be referred to as the "**Parties**" and each, a "**Party**".

Capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement.

You represent and warrant that in accepting this DPA as a part of the Agreement, you have full authority to bind the Customer to this DPA. If you cannot, or do not agree to, comply with and be bound by this DPA, or do not have authority to bind the Customer or any other entity, please do not provide Personal Data to us.

If you need a signed copy of this DPA, you can download this agreement at trust.routesmart.com send a signed copy to legal@RouteSmart.com and we'll provide you a countersigned copy.

In the event of any conflict between certain provisions of this DPA and the provisions of the Agreement, the provisions of this DPA shall prevail over the conflicting provisions of the Agreement solely with respect to the Processing of Personal Data.

1. DEFINITIONS

1.1 Definitions:

- (a) "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- (b) "**Authorized Affiliate**" means any of Customer's Affiliate(s) which is explicitly permitted to use the Services pursuant to the Agreement between Customer and RouteSmart, but has not signed its own agreement with RouteSmart and is not the "Customer" as defined under the Agreement.
- (c) "**CCPA**" means the California Consumer Privacy Act of 2018, Cal. Civ. Code §§ 1798.100 et. seq.
- (d) The terms, "Controller", "**Data Subject**", "**Member State**", "**Processor**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning as in the GDPR. The terms "**Business**", "**Business Purpose**", "**Consumer**" and "**Service Provider**" shall have the same meaning as in the CCPA.
- (e) For the purpose of clarity, within this DPA "Controller" shall also mean "**Business**", and "**Processor**" shall also mean "**Service Provider**". In the same manner, Processor's Sub-processor shall also refer to the concept of Service Provider. "**Data Protection Laws**" means all privacy and data protection laws and regulations, including such laws and regulations of the European Union, the European Economic Area and their Member States, Switzerland, the United Kingdom and the United States of America, applicable to the Processing of Personal Data under the Agreement.

- (f) **"Data Subject"** means the identified or identifiable person to whom the Personal Data relates.
- (g) **"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, and repealing Directive 95/46/EC (General Data Protection Regulation).
- (h) **"Personal Data" or "Personal Information"** means any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, to or with an identified or identifiable natural person or Consumer (as defined in the CCPA), which is processed by RouteSmart solely on behalf of Customer, under this DPA and the Agreement between Customer and Processor. As used herein, references to "Personal Data" shall include Personal Information, as the context dictates.
- (i) **"Security Documentation"** means the Security Documentation applicable to the Services purchased by Customer, as updated from time to time, and accessible via trust.routesmart.com, or as otherwise made reasonably available by RouteSmart.
- (j) **"Sub-processor"** means any third party that Processes Personal Data under the instruction or supervision of RouteSmart.

2. PROCESSING OF PERSONAL DATA

- 2.1 **Roles of the Parties.** The Parties acknowledge and agree that with regard to the Processing of Personal Data performed solely on behalf of Customer, (i) for the purposes of the GDPR (and to the extent applicable), Customer is the Controller of its Route Data (as defined in the Agreement) and of all other Personal Data or Personal Information provided to RouteSmart in connection with the Agreement, (ii) RouteSmart is the Processor of such Route Data and of all other such Personal Data or Personal Information; (iii) for the purposes of the CCPA (and to the extent applicable), Customer is the "Business" and RouteSmart is the "Service Provider" (as such terms are defined in the CCPA), with respect to Processing of the Route Data and Personal Data or Personal Information described in this Section 2.1. The terms "Controller" and "Processor" below hereby signify Customer and RouteSmart, respectively.
- 2.2 **Customer's Processing of Personal Data.** Customer, in its use of the Services, and Customer's instructions to the Processor, shall comply with Data Protection Laws. Customer shall establish and have any and all required legal bases in order to collect, Process and transfer to Processor the Personal Data, and to authorize the Processing by Processor, and for Processor's Processing activities on Customer's behalf, including the pursuit of 'business purposes' as under the CCPA.
- 2.3 **Processor's Processing of Personal Data.** When Processing solely on Customer's behalf under the Agreement, Processor shall Process Personal Data for the following purposes: (i) Processing in accordance with the Agreement and this DPA; (ii) Processing for Customer to be able to use the Services; (iii) Processing to comply with Customer's reasonable and documented instructions, where such requests are consistent with the terms of the Agreement, regarding the manner in which the Processing shall be performed; (iv) rendering Personal Data fully anonymous, non-identifiable and non-personal; (v) Processing as required under any applicable laws to which Processor is subject; in such a case, Processor shall inform Customer of the legal requirement before Processing, unless that law prohibits such information on important grounds of public interest.

To the extent that Processor cannot comply with an instruction from Customer, Processor (i) shall inform Customer, providing relevant details of the problem, (ii) Processor may, without any kind of

liability to Customer, temporarily cease all Processing of the affected Personal Data (other than securely storing such data) and/or suspend access to the Account, and (iii) if the Parties do not agree on a resolution to the issue in question and the costs thereof, Customer may, as its sole remedy, terminate the Agreement and this DPA with respect to the affected Processing, and Customer shall pay to Processor all the amounts owed to Processor or due before the date of termination. Customer will have no further claims against Processor (including, without limitation, requesting refunds for Services) pursuant to the termination of the Agreement and the DPA as described in this paragraph.

2.4 **Details of the Processing.** The subject-matter of Processing of Personal Data by Processor is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Annex 1 (Details of the Processing) to this DPA.

2.5 **CCPA Standard of Care; No Sale of Personal Information.** RouteSmart acknowledges and confirms that it does not receive or process any Personal Information as consideration for any services or other items that RouteSmart provides to Customer under the Agreement. RouteSmart shall not have, derive, or exercise any rights or benefits regarding Personal Information Processed on Customer's behalf, and may use and disclose Personal Information solely for the purposes for which such Personal Information was provided to it, as stipulated in the Agreement and this DPA. RouteSmart represents and warrants that it understands the rules, requirements and definitions of the CCPA and agrees to refrain from selling (as such term is defined in the CCPA) any Personal Information Processed hereunder, without Customer's prior written consent, nor taking any action that would cause any transfer of Personal Information to or from RouteSmart under the Agreement or this DPA to qualify as "selling" such Personal Information under the CCPA.

3. **RIGHTS OF DATA SUBJECTS**

3.1 **Data Subject Requests.** Processor shall, to the extent legally permitted, promptly notify Customer if Processor receives a request from a Data Subject or Consumer to exercise their rights (to the extent available to them under applicable law) of access, right to rectification, restriction of Processing, erasure ("**right to be forgotten**"), data portability, object to the Processing, its right not to be subject to an automated individual decision making, to opt-out of the sale of Personal Information, or the right not to be discriminated against for exercising any CCPA Consumer rights ("**Data Subject Request**"). Taking into account the nature of the Processing, Processor shall assist Customer by appropriate technical and organizational measures, insofar as this is possible and reasonable, for the fulfillment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws. Processor may refer Data Subject Requests received, and the Data Subjects making them, directly to the Customer for its treatment of such requests.

4. **ROUTESMART PERSONNEL**

4.1 **Confidentiality.** Processor shall ensure that its personnel engaged in the Processing of Personal Data have committed themselves to confidentiality.

4.2 **Permitted Disclosures.** Without derogating from Section 2.3 above and Section 5 below, Processor may disclose and Process the Personal Data (a) to the extent required by a court of competent jurisdiction or other competent governmental or semi-governmental authority, or (b) otherwise as required by applicable Data Protection Laws (in such a case, Processor shall inform the Customer of the legal requirement before the disclosure, unless legally prohibited from doing so), or (c) on a "need-to-know" basis under an obligation of confidentiality to its legal counsel(s), data protection advisor(s) and accountant(s).

5. **AUTHORIZATION REGARDING SUB-PROCESSORS**

5.1 **Appointment of Sub-processors.** Customer acknowledges and agrees that Processor may engage third-party Sub-processors in connection with the provision of the Services.

5.2 **List of Current Sub-processors and Notification of New Sub-processors.**

5.2.1 Processor currently does not use Sub-processors in connection with Processor's processing of Personal Data.

5.2.2 Processor's webpage accessible via trust.routesmart.com offers the ability to subscribe to notifications of new Sub-processors used to Process Personal Data, to which Customer shall subscribe, and when Customer subscribes, Processor shall provide notification of any new Sub-processor(s) before authorizing such new Sub-processor(s) to Process Personal Data in connection with the provision of the Services. To subscribe to notifications email legal@routesmart.com to notify RouteSmart.

5.3 **Objection Right for New Sub-processors.** Customer may reasonably object to Processor's use of a new Sub-processor, for reasons relating to the protection of Personal Data intended to be processed by such Sub-processor, by notifying Processor promptly in writing within three (3) business days after receipt of Processor's notice by providing a written objection to legal@RouteSmart.com. Such written objection shall include those reasons for objecting to Processor's use of such new Sub-processor. Failure to object to such new Sub-processor in writing within three (3) business days following Processor's notice shall be deemed as acceptance of the new Sub-Processor. In the event Customer reasonably objects to a new Sub-processor, as permitted in the preceding sentences, Processor will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Customer. If Processor is unable to make available such change within thirty (30) days, Customer may, as a sole remedy, terminate the applicable Agreement and this DPA with respect only to those Services which cannot be provided by Processor without the use of the objected-to new Sub-processor, by providing written notice to Processor. All amounts due under the Agreement before the termination date with respect to the Processing at issue shall be duly paid to Processor. Until a decision is made regarding the new Sub-processor, Processor may temporarily suspend the Processing of the affected Personal Data and/or suspend access to the Account. Customer will have no further claims against Processor due to the termination of the Agreement (including, without limitation, requesting refunds) and/or the DPA in the situation described in this paragraph.

5.4 **Agreements with Sub-processors.** Processor has entered into a written agreement with each Sub-processor containing appropriate safeguards to the protection of Personal Data. Where Processor engages a new Sub-processor for carrying out specific Processing activities on behalf of the Customer, the same or materially similar data protection obligations as set out in this DPA shall be imposed on such new Sub-processor by way of a contract, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR. Where the new Sub-processor fails to fulfil its data protection obligations, Processor shall remain fully liable to the Customer for the performance of the new Sub-processor's obligations.

6. **SECURITY**

6.1 **Controls for the Protection of Personal Data.** Processor shall maintain industry-standard technical and organizational measures for protection of Personal Data Processed hereunder (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to,

Personal Data), confidentiality and integrity of Personal Data, including those measures set forth in the Security Documentation, as may be amended from time to time. Upon the Customer's reasonable request, Processor will assist Customer, at Customer's cost, in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing and the information available to Data Processor.

- 6.2 **Third-Party Certifications and Audits.** Upon Customer's 14 days prior written request at reasonable intervals (no more than once every 12 months), and subject to strict confidentiality undertakings by Customer, Processor shall make available to Customer, provided that Customer is not a competitor of Processor (or Customer's independent, reputable, third-party auditor, provided such auditor is not a competitor of Processor and not in conflict with Processor, subject to their confidentiality and non-compete undertakings) such information as is reasonably necessary to demonstrate compliance with this DPA and allow for and contribute to audits, including inspections, conducted by them (provided, however, that such information, audits, inspections and the results therefrom, including the documents reflecting the outcome of the audit and/or the inspections, shall only be used by Customer to assess compliance with this DPA, and shall not be used for any other purpose or disclosed to any third party without Processor's prior written approval). Processor shall receive a copy of all findings. Upon Processor's first request, Customer shall return all records or documentation in Customer's possession or control provided by Processor in the context of the audit and/or the inspection). Customer shall be fully responsible for bearing all the costs and expenses arising from or related to this Section.

7. **PERSONAL DATA INCIDENT MANAGEMENT AND NOTIFICATION**

Processor maintains security incident management policies and procedures and, to the extent required under applicable Data Protection Laws, shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data Processed on behalf of the Customer, including Personal Data transmitted, stored or otherwise Processed by Processor or its Sub-processors of which Processor becomes aware (a "Personal Data Incident"). Processor shall make reasonable efforts to identify the cause of such Personal Data Incident and take those steps as Processor deems necessary and reasonable in order to remediate the cause of such a Personal Data Incident to the extent the remediation is within Processor's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's users.

8. **RETURN AND DELETION OF PERSONAL DATA**

Upon termination of the Agreement and subject thereto, Processor shall, at the choice of Customer (indicated through the provisions of the Agreement if so stated, or in written notification to Processor), delete or return to Customer all the Personal Data it Processes solely on behalf of the Customer in the manner described in the Agreement, and Processor shall delete existing copies of such Personal Data unless Data Protection Laws require or authorize the storage of the Personal Data. To the extent authorized or required by applicable law, Processor may also retain one copy of the Personal Data solely for evidence purposes and/or for the establishment, exercise or defense of legal claims and/or for compliance with legal obligations.

9. **CROSS-BORDER DATA TRANSFERS**

- 9.1 **Transfers from the EEA to countries that offer adequate level or data protection.** Personal Data may be transferred from EU Member States, the three EEA member countries (Norway, Liechtenstein and Iceland) and, currently, the United Kingdom (collectively, "**EEA**") to countries that offer an adequate level of data protection under or pursuant to the adequacy decisions published by the relevant data protection authorities of the EEA, the European Union, the Member States or the European Commission ("**Adequacy Decisions**"), without any further safeguard being necessary.

- 9.2 **Transfers of Personal Data from the EEA to the United States.** If the Processing of Personal Data includes transfers from the EEA or Switzerland to the United States, Processor will take all reasonable steps to ensure that personal data is treated securely and in accordance with applicable Data Protection Laws, including by signing of a data transfer agreement governed by the relevant Standard Contractual Causes ("**SCC**"). Where the transfer of Personal Data is made subject to the SCC, the "**Data Importer**" thereunder shall be either the Processor or Sub-Processor, as the case may be and as determined by Processor, and the "**Data Exporter**" shall be the Controller of such Personal Data. If necessary, RouteSmart will ensure that its Sub-processor enters into Standard Contractual Clauses with Customer directly, and Customer hereby gives RouteSmart an instruction and mandate to sign the Standard Contractual Clauses with any such Sub-processor in Customer's name and on behalf of Customer.
- 9.3 **Transfers to other countries or entities.** If the Processing of Personal Data includes transfers (either directly or via onward transfer) from the EEA to countries which have not been subject to an Adequacy Decision ("**Other Countries**"), and such transfer or disclosure is not permitted through alternative means approved by the European Commission (e.g., the EU-US Privacy Shield) or by applicable Data Protection Laws, Processor will take all reasonable steps to ensure that personal data is treated securely and in accordance with applicable Data Protection Laws, including by signing of a data transfer agreement governed by the SCC. Where the transfer of Personal Data is made subject to the SCC, the "**Data Importer**" thereunder shall be either the Processor or Sub-Processor, as the case may be and as determined by Processor, and the "**Data Exporter**" shall be the Controller of such Personal Data. If necessary, RouteSmart will ensure that its Sub-processor enters into Standard Contractual Clauses with Customer directly, and Customer hereby gives RouteSmart an instruction and mandate to sign the Standard Contractual Clauses with any such Sub-processor in Customer's name and on behalf of Customer.
10. **AUTHORIZED AFFILIATES**
- 10.1 **Contractual Relationship.** The Parties acknowledge and agree that, by entering into the Agreement with RouteSmart, the Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, in which case each Authorized Affiliate agrees to be bound by the Customer's obligations under this DPA, if and to the extent that Customer Processes Personal Data on the behalf of such Authorized Affiliates, thus qualifying them as the "**Controller**". All access to and use of the Services by Authorized Affiliates must comply with the terms and conditions of the Agreement and this DPA and any violation of the terms and conditions therein by an Authorized Affiliate shall be deemed a violation by Customer.
- 10.2 **Communication.** The Customer shall remain responsible for coordinating all communication with Processor under the Agreement and this DPA and shall be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.
11. **OTHER PROVISIONS**
- 11.1 **Data Protection Impact Assessment.** Upon Customer's reasonable request, Processor shall provide Customer, at Customer's cost, with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR (as applicable) to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Processor. Processor shall provide, at Customer's cost, reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to this Section 11.1, to the extent required under the GDPR.

- 11.2 **Assistance.** Processor may assist Customer, at Customer's request and cost, in ensuring compliance with Customer's obligations pursuant to the GDPR, CCPA and other applicable Data Protection Laws.
- 11.3 **Modifications.** Customer may by at least forty-five (45) calendar days' prior written notice to Processor, request in writing any variations to this DPA if they are required as a result of any change in, or decision of a competent authority under, any Data Protection Laws, to allow Processing of those Customer Personal Data to be made (or continue to be made) without breach of that Data Protection Law. If Customer gives notice with respect to its request to modify this DPA under this Section 11.3, then: (a) Processor shall make commercially reasonable efforts to accommodate such modification request; and (b) Customer shall not unreasonably withhold or delay agreement to any consequential variations to this DPA proposed by Processor to protect the Processor against additional risks, or to indemnify and compensate Processor for any further steps and costs associated with the variations made herein. If Customer gives notice under this Section 11.3, the Parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in Customer's notice as soon as is reasonably practicable. In the event that the Parties are unable to reach such an agreement within 30 days of Customer's notice, then Customer or Processor may, by written notice to the other Party, with immediate effect, terminate the Agreement to the extent that it relates to the Services which are affected by the proposed variations (or lack thereof). Customer will have no further claims against Processor (including, without limitation, requesting refunds for Services) pursuant to the termination of the Agreement and the DPA as described in this Section.

ANNEX 1 - DETAILS OF THE PROCESSING

Nature and Purpose of Processing

1. Providing the Services to Customer;
2. Performing the Agreement, this DPA and/or other contracts executed by the Parties;
3. Acting upon Customer's instructions, where such instructions are consistent with the terms of the Agreement;
4. Providing support and technical maintenance, if agreed in the Agreement;
5. Preventing, mitigating and investigating the risks of data security incidents, fraud, error or any illegal or prohibited activity;
6. Resolving disputes;
7. Enforcing the Agreement, this DPA and/or defending Processor's rights;
8. Complying with applicable laws and regulations;
9. All tasks related with any of the above.

Duration of Processing

Subject to any Section of the DPA and/or the Agreement dealing with the duration of the Processing and the consequences of the expiration or termination thereof, Processor will Process Personal Data pursuant to the DPA and Agreement for the duration of the Agreement, unless otherwise agreed upon in writing.

Type of Personal Data

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion

Categories of Data Subjects

Customer may submit Personal Data to the Services which may include, but is not limited to, Personal Data relating to the following categories of Data Subjects:

- Employees, agents, advisors, freelancers of Customer (who are natural persons)
- Customers, business partners and vendors of Customer (who are natural persons)
- Employees or contact persons of Customer's prospects, customers, business partners and vendors
- Any other third party individual with whom Customer decides to communicate through the Services.