

Schedule 1 - Telematics Devices and Services

This Schedule shall only apply if we agree to provide you with Telematics Devices and Telematics Services (as set out on the Order Form, or as otherwise agreed in writing).

1. Subject to the payment of the Telematics Charges when due and when applicable, we shall supply, and you shall accept and pay for on demand, the Telematics Services.
2. We shall supply the Telematics Services in accordance with these Terms using reasonable care and skill.
3. Unless otherwise agreed in writing by us, all dates or other times for delivery of the Telematics Services agreed in writing by us are estimates only, except that we shall use our reasonable endeavours to perform the Telematics Services no later than the date or time stated, and in default of a date or time being agreed in writing, the Telematics Services shall be delivered from the Start Date.
4. You may cancel the Telematics Services and/or any Telematics Devices at any time however, if you cancel any Telematics Camera(s) within twelve (12) months and/or any other Telematics Device or Telematics Dashboard within three (3) months of installation you will be liable to pay an Early Termination Charge on each cancellation.
5. We are entitled to determine the manner in which the Telematics Services are performed.
6. We are discharged from performing our obligations under this Schedule where, to the extent, and for so long as the following circumstances affect performance we have been provided with inaccurate, incomplete or misleading information; or you are in breach of the Agreement.
7. Where paragraph 6 above applies we shall notify you as soon as reasonably practicable, and shall use our reasonable endeavours to continue to perform the Telematics Services but shall not be liable for any failure to do so (including any delayed or defective performance); and you shall reimburse us on demand in respect of all Losses incurred by us in performing our obligations under these Terms as a result.
8. The supply of the Telematics Services shall begin on the Start Date for the relevant Vehicle(s) and, subject to earlier termination in accordance with these Terms, shall continue until Off-hire (the "**Licence Term**"). We grant you the right to use the Telematics Devices for the Licence Term. You must return all Telematics Devices in full working order to us upon Off-hire of the Vehicle.
9. If you can demonstrate that the Telematics Services do not comply with the requirements of paragraph 2, we shall re-perform the Telematics Services within a reasonable period of time, but this is your only remedy in respect of a breach of this Schedule or otherwise in respect of the provision of the Telematics Services by us.
10. We may terminate the supply of the Telematics Services on one (1) months' notice to you in writing.
11. The parties acknowledge and agree that providing there is not a change to the Telematics Services which has a material detrimental impact on the features or functionality of the Telematics Services, we may at our discretion change the functionality of the Telematics Services as currently set out in this Schedule.
12. We shall not be required to provide any aspect of the Telematics Services at your premises. All aspects of the Telematics Services will be delivered remotely.
13. Any new feature, improvement or modification implemented by us into the Telematics Services which are more generally available to all of our customers shall be included in the Telematics Services.
14. You shall not (except to the extent permitted by applicable law):
 - 14.1. access all or any part of the Telematics Services in order to build a product or service which competes with the Telematics Services;
 - 14.2. attempt to obtain or assist third parties in obtaining, access to the Telematics Services;
 - 14.3. copy the Software in whole or in part;
 - 14.4. introduce any virus, code or software into the Software; or
 - 14.5. use the Software otherwise than in accordance with these Terms.
15. You shall use reasonable endeavours to prevent any unauthorised access to, or use of, the Telematics Services and notify us promptly of any such unauthorised access or use.
16. You shall not cause or permit the Telematics Services to be used by any person who is not your employee unless expressly authorised to do so under these Terms.
17. We give no guarantee or warranty as to the availability of the Telematics Services.
18. Ownership of the Telematics Devices shall remain with us at all times.
19. You shall comply with our instructions from time to time regarding use, storage, maintenance and repair of the Telematics Devices and shall not remove or tamper

- with or attempt to remove or tamper with the Telematics Devices.
20. If the Telematics Device is damaged beyond repair or destroyed or where its repair would be uneconomic, we shall provide you with a replacement Telematics Device.
 21. You shall pay any applicable Telematics Charges in accordance with the Agreement or as otherwise agreed in writing by us.
 22. For any telematics package which shall be supplied free of charge for VanHire+, we will provide you with at the start of the Rental Period up to ten log in accounts for the website through which the Telematics Services are provided. If you require more than ten (10) log in accounts, an additional charge per log-in shall be levied, which shall be payable in accordance with the Agreement.
 23. The website will provide in a downloadable format the following information about the Vehicles to which the Telematics Services apply (depending on which level of Telematics Services and Telematics Dashboards have been taken):
 - 23.1. vehicle monitoring - provides Vehicle mileage and location data;
 - 23.2. driver behaviour - provides information on driver behaviour, including the way a Vehicle is driven;
 - 23.3. fuel connectivity – should the platform be linked with a fuel card provider;
 - 23.4. driver Identification (provided a Driver ID device is fitted within the Vehicle as an additional Telematics Service;
 - 23.5. fleet utilization; and
 - 23.6. electric vehicle suitability.
 24. If there is a fault with the website through which the Telematics Services are provided we will endeavour to rectify the fault as soon as possible but we expressly exclude any responsibility for rectifying such faults or liability in request thereof where the fault arises out of or in connection with a problem with the mobile network through which the information is transmitted; or the hosting of the website by a third party on our behalf.
 25. We reserve the right to suspend the Telematics Services by reasonable notice to you in order to undertake maintenance work.
 26. You acknowledge and agree that you will lose access to any and all telematics data relating to any and all Vehicle(s) hired at the time the relevant Vehicle is Off-hired.
 27. To the extent that we process any Personal Data on your behalf the following paragraphs 28 to 52 inclusive (“DP Provisions”) shall apply and unless otherwise expressly stated in this Agreement our obligations and your rights and remedies under the DP Provisions are cumulative with, and additional to, any other provisions of the Agreement and shall prevail over any other provision of the Agreement in the event of any conflict.
 28. Compliance with Data Protection Legislation: Each party shall at all times comply with all Data Protection Legislation. We shall, and shall ensure our Sub-Processors and each of our Personnel shall, at all times comply with all Data Protection Legislation in connection with the processing of Protected Data and the provision of the Booking and or Additional Services and shall not by any act or omission cause you (or any other person) to be in breach of any of the Data Protection Legislation.
 29. **Instructions:**

We shall only process (and shall ensure our Personnel and Sub-Processors only process) the Protected Data in accordance with the DP Provisions, the Agreement and your written instructions from time to time except where otherwise required by applicable law (and in such a case shall inform your of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest).
 30. You warrant, represent and undertake, that:
 - 30.1. all Protected Data, prior to such data being provided to or accessed by us for the purposes of the Agreement, shall comply in all respects with Data Protection Legislation; and
 - 30.2. all instructions (including the terms of the Agreement) given by you to us in respect of Personal Data shall at all times be in accordance with Data Protection Legislation.
 31. We shall immediately inform you if any instruction relating to the Protected Data infringes or may infringe any Data Protection Law.
 32. **Security:** We shall at all times implement and maintain appropriate technical and organisational measures to protect Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access. Such technical and organisational measures shall be at least equivalent to the technical and organisational measures set out in paragraph 43.
 33. **Sub-processing and personnel:** We shall:
 - 33.1. ensure that access to Protected Data is limited to such Personnel as are authorised to, and who need to, have access to it to fulfil a Booking and or supply the Additional Services;
 - 33.2. prior to any Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a binding written contract

- containing the same obligations (save that such contract shall not permit the Sub-Processor to further delegate processing of the Protected Data) as under the DP Provisions in respect of Protected Data that is enforceable by us and ensure each such Sub-Processor and each of their personnel complies with all such obligations;
- 33.3. remain fully liable to you under the Agreement for all the acts and omissions of each Sub-Processor and each of the Sub-Processor Personnel as if they were its own; and
- 33.4. ensure that all Personnel or any Sub-Processor to process Protected Data are reliable and:
- 33.5. adequately trained on compliance with the DP Provisions as applicable to the processing;
- 33.6. informed of the confidential nature of the Protected Data and that they must not disclose Protected Data; and
- 33.7. are subject to a binding and enforceable written contractual obligation to keep the Protected Data confidential.
34. **Assistance:** We shall:
- 34.1. promptly provide such information, co-operation and assistance to your as your may require (or may reasonably believe it requires) in relation to ensuring compliance with your' obligations pursuant to Articles 32 to 36 (inclusive) of the GDPR (and any similar obligations under applicable Data Protection Legislation) and with any other obligations placed on your under applicable Data Protection Legislation;
- 34.2. promptly provide such information and assistance (including by taking all appropriate technical and organisational measures, which may be applied at your expense) as your may require and insofar as this is possible in relation to the fulfilment of your' obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Legislation); and
- 34.3. record and refer all requests and communications received from Data Subjects or any Supervisory Authority to your which relate (or which may relate) to any Protected Data promptly (and in any event within two working days) and shall not respond to any such requests and communications without your' express written approval and strictly in accordance with your' instructions.
35. **International Transfers:** We shall only transfer Protected Data internationally in accordance with Data Protection Legislation.
36. **Records and audit:**
- 36.1. We shall maintain complete, accurate and up to date written records of all categories of processing activities carried out on behalf of your under the Agreement. Such records shall include all information necessary to demonstrate your compliance with the DP Provisions, the information referred to in paragraph 42, Articles 30(1) and 30(2) of the GDPR and such other information as you may reasonably require from time to time. We shall make copies of such records available to your promptly (and in any event within 5 working days) on request from time to time.
- 36.2. We shall (and shall ensure all Sub-Processors shall) promptly make available to your such information as is reasonably required to demonstrate our compliance with the obligations of the DP Provisions and Data Protection Legislation, and allow for and contribute to audits, including inspections, by your (or another auditor mandated by your) for this purpose at your request from time to time. We shall provide (or procure) access to all relevant premises, systems, personnel and records during normal Business Hours for the purposes of each such audit or inspection upon reasonable prior notice (not being more than two working days) and provide and procure all further reasonable co-operation, access and assistance in relation to any such audit or inspection.
- 36.3. In respect of the second and each subsequent audit or inspection in a calendar year you shall pay our reasonable costs for assisting with the provision of information and allowing for and contributing to inspections and audits.
37. **Breach:** In respect of any Personal Data Breach in relation to Protected Data, we shall:
- 37.1. notify you in writing of the Personal Data Breach without undue delay; and
- 37.2. provide you without undue delay (wherever possible, no later than 24 hours after it (or any of its Sub-Processors or Personnel) becomes aware of any actual occurrence of any Personal Data Breach in respect of any Protected Data) with such details as your reasonably requires regarding:
- 37.2.1. the nature of the Personal Data Breach, including the categories and approximate numbers of Data Subjects and Protected Data records concerned;
- i. any investigations into such Personal Data Breach;
- ii. the likely consequences of the Personal Data Breach;
- iii. any measures taken, or that we recommend, to address the Personal Data Breach, including to mitigate its possible adverse effects; and
- iv. whether we have, or intend to report the Personal Data Breach to the Supervising Authority,
- provided that, (without prejudice to the above obligations) if we cannot provide all these details within such timeframes, it shall (before the end of this timeframe) provide your with reasons for the delay and when it expects to be able to provide the relevant details (which may be phased), and give you regular updates on these matters.
38. We shall promptly (and in any event within 24 hours) inform you if it receives a complaint in relation to a

Personal Data Breach and provide you with full details of such complaint.

39. Expiry:

39.1. We shall (and shall ensure that each of the Sub-Processors and our Personnel shall) without delay, at your' written request, either securely delete or securely return all the Protected Data to you in such form as the parties agree after the earlier of:

- 39.1.1. the end of the provision of the relevant Additional Services related to processing of such Protected Data; or
- 39.1.2. once processing by us of any Protected Data is no longer required for the purpose of providing the Additional Services under the Agreement,

and securely delete existing copies (unless storage of any data is required by applicable law and, if so, we shall inform you of any such requirement).

40. The DP Provisions shall survive termination or expiry of the Agreement for any reason provided always that any termination or expiry of this Schedule 3 shall be without prejudice to any accrued rights or remedies of either party at the time of such termination or expiry.

41. Subject to paragraph 36.3, we shall perform all our obligations under the DP Provisions at no cost to you.

42. Data Processing Details:

42.1. **Subject-matter of processing:** Personal Data relating to an Incident or for the purposes of supplying certain Additional Services;

42.2. **Duration of the processing:** For the duration of the Agreement or (if longer) until all Bookings and or Additional Services to be supplied by us under the Agreement have been concluded.

42.3. **Nature and purpose of the processing:** To receive, record and transmit vehicle hire, maintenance and incident details to you which will include the transfer of Protected Data to you and agreed third parties.

42.4. **Type of Personal Data:** Dependant on the circumstances but may include but not be limited to:

- 42.4.1. contact details (telephone, mobile and e-mail address);
- 42.4.2. driver details (name and date of birth)
- 42.4.3. vehicle details;
- 42.4.4. location data; and
- 42.4.5. injury details.

42.5. **Categories of Data Subjects:** you (where applicable), your employees, your customers and your customers (employees and their customers) e.g. drivers, vehicle occupants, witnesses (other than occupants) and third parties (other than vehicle occupants) involved in or impacted by an incident in a vehicle.

42.6. **Specific processing instructions:** None

43. Minimum technical and Organisational Measures:

Without prejudice to our other obligations, we shall implement and maintain at least the following technical and organisational security measures to protect the Protected Data: In accordance with the Data Protection Legislation, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with this Agreement, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, we shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(a) to 32(d) (inclusive) of the GDPR.

44. Where a Telematics Device is fitted in a Vehicle, you shall:

- 44.1. notify the driver(s) of the Vehicle that such Telematics Device is installed in the Vehicle;
- 44.2. provide the driver(s) with information relating to the purposes for which we may use any Protected Data using the Telematics Device including providing or otherwise making available a copy of your Privacy Policy (as amended from time to time);
- 44.3. have a valid lawful basis for the processing of Personal Data collected via the Telematics Devices by us;
- 44.4. immediately notifying us in writing of:
 - 44.4.1. any complaint, notice, request (including a subject access request) or communication which relates directly or indirectly to the processing of the Personal Data collected via the Telematics Devices or to either party's compliance with the Data Protection Legislation;
 - 44.4.2. if the Protected Data is disclosed or used in breach of the Agreement;
 - 44.4.3. provide us with such co-operation and assistance as we may require with respect to any of the foregoing events; and
 - 44.4.4. take such other steps as we may require from time to time in order to enable us to comply with our obligations under the Data Protection Legislation.