

## DATA PROCESSING AGREEMENT

YOU (“**LICENSEE**”) SHOULD READ THE FOLLOWING DATA PROCESSING AGREEMENT CAREFULLY BEFORE ACCESSING AND/OR USING GT ESTIMATE. YOU MAY NOT ACCESS AND/OR USE GT ESTIMATE UNLESS YOU HAVE PREVIOUSLY REPLIED TO THE EMAIL YOU HAVE RECEIVED FROM “GT MOTIVE LTD” WITH THIS ATTACHMENT AGREEING TO THE FOLLOWING DATA PROCESSING AGREEMENT. SUCH REPLY WILL INDICATE YOUR CONSENT TO THIS DATA PROCESSING AGREEMENT AND YOUR ACCEPTANCE TO BE BOUND BY IT TOGETHER WITH YOUR ACKNOWLEDGEMENT OF YOUR AUTHORITY TO DO SO IN YOUR OWN RIGHT OR ON BEHALF OF LICENSEE AND WILL CREATE A LEGALLY BINDING CONTRACT BETWEEN LICENSEE AND “GT MOTIVE LTD” ACTING IN ITS OWN NAME AND ON THE NAME AND BEHALF OF THE SUBPROCESSORS LISTED HEREUNDER. IF YOU DO NOT AGREE WITH THE FOLLOWING, YOU SHOULD NOT PROCEED WITH THE ACCESS AND/OR USE OF GT ESTIMATE.

This agreement shall be applicable to the processing of personal data controlled by LICENSEE and/or by third parties linked to the LICENSEE (such as LICENSEE's end-customers or other individuals having a - potential- relationship with LICENSEE) by GT MOTIVE (the “**Personal Data**”) in the scope of the licence contract entered into between GT MOTIVE and LICENSEE (the “**Contract**”). In these cases, both parties undertake to comply with the obligations set forth in Data Protection Regulation and, especially, with the following:

1. **PURPOSE:** For the exclusive purpose of performing the Contract, LICENSEE, as Controller or Processor authorizes GT MOTIVE to process the Personal Data as Processor or Sub-Processor. Personal data processed shall be, among others: name and surname, personal ID, phone number, email address, postal address, plate number, VIN number (Vehicle Identification Number). Processing include data operations such as operations such as registering, recording, structuring, storage and consultation.
2. **TERM:** This Appendix shall have the same term as that specified for the Contract.
3. **LICENSEE OBLIGATIONS:** LICENSEE undertakes to:
  - a) Delivering to GT MOTIVE or providing access to the Personal Data in the terms set out in the Contract and in this Appendix, having previously obtained authorization of Controller there were LICENSEE acts as Processor.
  - b) Where appropriate, as provided in Data Protection Regulation, assess the impact on the protection of Personal Data of the Processing operations of GT MOTIVE.
  - c) Where appropriate, carry out the necessary prior consultations as provided in Applicable Law.

In the event that LICENSEE acts as Processor, LICENSEE warrants that the aforementioned obligations will be fulfilled by the relevant Controller.

4. **GT MOTIVE OBLIGATIONS:** GT MOTIVE undertakes to:
  - a) Use the Personal Data exclusively for the purpose of the Contract.
  - b) Process the Personal Data in accordance with the documented instructions transmitted by the LICENSEE, unless if such instructions breach Data Protection Regulation.
  - c) Not disclose the Personal Data to third parties, unless it has received express authorization from LICENSEE and in legally admissible cases.

GT MOTIVE may disclose the Personal Data to other Processors of the same Controller, in accordance with the LICENSEE's instructions. In this case, LICENSEE shall identify, in advance and in writing, the entity to which the Personal Data must be disclosed, the Personal Data to be disclosed and the security measures to be applied in order to proceed with the disclosure.

If GT MOTIVE has to transfer Personal Data to a third country or to an international organization, as provided under applicable European Union or Member State legislation, it shall inform LICENSEE of the aforementioned legal requirement in advance, unless such legislation prohibits this for reasons of substantial public interest.

- d) GT MOTIVE shall notify ten days in advance to LICENSEE any subcontracting needed of data processing, indicating the processing to be subcontracted and contact details of the subcontractor. Such subcontracting Will be deemed allowed if LICENSEE does not expressly oppose with the ten days' notice period. LICENSEE cannot refuse subcontracting unless there are reasonable reasons to do so on the grounds of the lack of guarantees from the subcontractor that it shall be able to comply with the obligations set forth in this Appendix. In any case, where LICENSEE refuse to give its authorization for any reason, GT MOTIVE may terminate the Contract with no right of compensation for LICENSEE.

LICENSEE authorizes the following subcontractors:

PROVIDER	DATA AFFECTED	PROCESSING	COMMENTS
<b>EQUINIX NETHERLANDS BV (NL818984934B01), Rembrandt Tower, Amstelplein 1, 1096HA, Amsterdam, The Netherlands</b>	Data of clients and end users, related to GT MOTIVE's products and services. No special data are included other than those foreseen in Arts. 9 and 10 GDPR.	As required to provide back-up and storage services (data centre).	The provider uses servers located in the EEA (The Netherlands).
<b>MICROSOFT IRELAND OPERATIONS (IE8256796U), South County Business Park, Leopardstown, Dublin 18, D18 P521</b>	Data of employees, contractors, subcontractors, representatives, directors, partners, clients and providers of GT MOTIVE, as well as any other person whose data are transmitted through the contracted services. No special data are included other than those foreseen in Arts. 9 and 10 GDPR.	As required to provide office computer suite and cloud services (Microsoft Azure and Microsoft Office 365).	The provider is a Microsoft Corporation subsidiary, operating with servers located in the EEA (The Netherlands, Ireland, France and Finland).
<b>SFDC EMEA Data Centre Limited (GB844903710), Village 9 Floor 26 Salesforce Tower 110 Bishopsgate London, UK EC2N 4AY</b>	GT MOTIVE client data. No special data are included other than those foreseen in Arts. 9 and 10 GDPR.	As required to provide services used to manage GT MOTIVE client relations, as well as certain marketing services.	The provider is a SALESFORCE.COM, INC subsidiary, operating with servers located in the EEA (Germany, United Kingdom and France).
<b>GOOGLE IRELAND LIMITED (IE6388047V), Gordon House, Barrow Street, Dublin 4, Ireland.</b>	On-line identifiers, cookie identifiers, IP address, device identifier, online identifier, all related to clients and end users of	As required to provide analytical web services (supervision of use and browsing habits).	The provider is a Google LLC subsidiary with servers located in the EEA (Ireland, The Netherlands, Finland, Belgium).

	GT MOTIVE products and services.		
<b>CLOUDFLARE LIMITED, 2nd Floor 25 Lavington Street London SE1 0NZ</b>	On-line identifiers, IP address, device identifier, all related to clients and end users of GT MOTIVE products and services.	As required to provide improvement services and content access optimisation (Content Delivery Network, CDN).	The supplier operates with servers located all over the world. However, due to the nature of the service, the most frequently used servers are located in the EEA.
<b>SAGE SPAIN S.L. (B58836321), Moraleja Building One, Avenida de Europa, 19 - planta 1, 28018 Madrid</b>	Name and surnames, address, fiscal identification number, bank details, in relation to clients of GT MOTIVE products and services.	As required to provide technical support services in accounting software, receivables and payables and the management of resources.	The provider is a SAGE Group subsidiary, led by SAGE GROUP PLC (UK), and operates with servers located in the EEA.
<b>ORACLE IBÉRICA, S.L. (B78361482), C/ José Echegaray, 6 , 28230 - Las Rozas (Madrid)</b>	Data of clients and end users, related to GT MOTIVE's products and services. No special data are included other than those foreseen in Arts. 9 and 10 GDPR.	As required to provide back-up and cloud services (Oracle Data Cloud).	The provider is an ORACLE CORPORATION (USA) subsidiary, but the provider guarantees that the servers for this service will be located at Paris (France) and Frankfurt (Germany).
<b>USABILLA BV (NL820494690B01) Rokin 16, 1012 KR Amsterdam, The Netherlands</b>	On-line identifier, IP address, device identifier, all related to clients and end users of GT MOTIVE products and services.	As required to provide feedback services related to end users of GT MOTIVE's products and services.	The provider operates with servers located in the EEA, supplied by Amazon Web Services.
<b>SURVEYMONKEY EUROPE (IE3223102GH) located at 2 Shelbourne Buildings, 2<sup>nd</sup> Floor, Shelbourne Rd, Dublin 4, Ireland</b>	On-line identifier, IP address, device identifier, all related to clients and end users of GT MOTIVE products and services.	As required to provide feedback services related to end users of GT MOTIVE's products and services.	The provider operates with servers located in the EEA, supplied by Amazon Web Services.

- e) Notify LICENSEE of security breaches affecting the Personal Data for which it is responsible of which it has knowledge.
- f) Support LICENSEE in the performance of data protection impact assessments, as appropriate.
- g) When appropriate in accordance with Data Protection Regulation, appoint a data protection delegate and notify his or her identity and contact details to LICENSEE.
- h) Assist LICENSEE, when appropriate and reasonably, with the requests of data subjects.
- i) Once the contractual provision has been fulfilled and, in any case, upon termination of the Contract, GT MOTIVE is obliged to destroy the Personal Data. Destruction will be conducted without need of previous notification to LICENSEE.

Notwithstanding the foregoing, GT MOTIVE may keep a copy, with the Personal Data duly blocked, for as long as liabilities may arise from the execution of the service.

If LICENSEE acts as Processor of data processing, all the instructions, authorizations or any other aforementioned LICENSEE' performance will be carried out on behalf of the Controller and with his knowledge and consent. Moreover, all notifications, requests and other obligations that GT MOTIVE

undertakes in this stipulation will be deemed as fulfilled in the benefit or Controller insofar as GT MOTIVE performs such obligations for the benefit of LICENSEE.

5. **SECURITY MEASURES:** GT MOTIVE undertakes to implement the technical and organizational security measures appropriate to guarantee the security of Personal Data according to Data Protection Regulation, available at [www.gtmotive.com](http://www.gtmotive.com).