

L.OS US Data Processing Addendum

Date: 01.06.2023

These terms and conditions apply to the processing of personal data by Bosch Mobility Platform & Solutions GmbH, Robert-Bosch-Platz 1, 70839 Gerlingen, on behalf of Platform Users located in the United States Of America, in the context of such Platform Users access to the L.OS Platform and use of the Platform Services.

1. Definitions

Capitalized terms used but not defined in this L.OS US Data Processing Addendum shall have the meaning given to them in the L.OS Platform Terms of Use and/or the L.OS Data Processing T&Cs.

- 1.1. **"Customer Data"** means any Personal Data (a) transmitted or provided to Platform Operator by Platform User, or (b) uploaded by or for Platform User via the L.OS Platform.
- 1.2. **"Data Protection Requirements"** collectively refers to US Data Protection Laws, and other applicable data protection requirements.
- 1.3. **"Personal Data"** means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household
- 1.4. **"US Data Protection Requirements"** means any present or future data protection requirement or regulation that relates to data privacy, data security, or the use or other Processing of Personal Data within the United States of America, including without limitation: (a) the California Consumer Privacy Act of 2018 and, upon the effective date, the California Privacy Rights Act of 2020 (together with any related regulations, the **"CCPA"**); (b) upon the effective date, the Virginia Consumer Data Protection Act (together with any related regulations, the **"VCDPA"**); (c) upon the effective date, the Colorado Privacy Act (together with any related regulations, the **"CPA"**); (d) upon the effective date, the Connecticut Data Privacy Act (together with any related regulations, the **"CTDPA"**); (e) upon the effective date, the Utah Consumer Privacy Act (together with any related regulations, the **"UCPA"**); (f) any Federal Trade Commission rules, guidelines and staff reports; Data Protection Requirements and regulations which

the Platform User is obliged to impose on Platform Operator; (g) any Data Protection Requirements, regulations, or decisions that ratify, implement, adopt, supplement or replace any of the foregoing; (h) and any amendments to any of the foregoing.

2. Compliance with Requirements

Each Party represents, warrants, and covenants that it will comply with, all applicable Data Protection Requirements and security guidance promulgated by a governmental authority whether in effect at the time of execution of this Addendum or coming into effect thereafter.

3. Use of Customer Data

- 3.1. Platform Operator agrees to (a) restrict its personnel (including any subcontractor personnel) from accessing or using any Customer Data except in furtherance of its obligations under the Agreement, and (b) use the Customer Data only in accordance with the written instructions of the Platform User and not for any purpose other than providing the Platform Services or any other services to Platform User in connection with the Agreement. Upon Platform User's written request to Platform Operator, Platform Operator shall promptly return to Platform user the Customer Data (including notes on and copies thereof) in any reasonable manner mutually agreed to by the Parties or, if Platform User so elects or return is not feasible, shall be destroyed by Platform Operator. If Platform User instructs Platform Operator to destroy Customer Data, then at Platform User's request Platform Operator shall provide written certification of destruction.
- 3.2. Except as permitted under the Agreement or the L.OS Data Processing T&Cs, Platform Operator shall not sell, assign, lease, share Customer

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Data with third party for monetary considerations, or otherwise dispose of Customer Data to third parties or commercially exploit Customer Data for its own benefit.

- 3.3. Platform User acknowledges and agrees that Platform Operator may, in addition to the processing activities under this L.OS US Data Processing Addendum, use the Customer Data in aggregated or anonymized form to analyze, improve and operate the Platform Services, and otherwise for any business purpose, during and after the term of the Agreement. Aggregate and anonymized data shall only include data or information which is not specifically identifiable to a data subject.
- 3.4. Platform Operator shall assist the Platform User in dealing with data subject requests related to Customer Data. In the event that Platform Operator receives a request, Platform Operator shall, to the extent not prohibited by applicable Data Protection Requirements or any regulatory authority, civil action or internal discovery, notify Platform User in writing of the request within three calendar days.
- 3.5. Platform Operator shall not retain Customer Data, or any portion thereof, in any manner whatsoever, beyond 30 days following the expiration or termination of the Agreement, except as permitted under the Agreement, or as required by Data Protection Requirements, or as otherwise agreed to between the Parties in writing.

4. Limitation of Liability

Each Party's liability, taken together in the aggregate, arising out of or related to this Addendum, whether in contract, tort or under any other theory of liability, is subject to the "Limitation of Liability" section of the Agreement, and any reference in such section to the liability of a Party means the aggregate liability of that Party under the Agreement and this L.OS US Data Processing Addendum.

5. Survival

Notwithstanding anything to the contrary herein or in the Agreement, each Party's obligations

under this L.OS US Data Processing Addendum shall survive termination or expiration of the Agreement for so long as Platform Operator maintains any Customer Data in its possession.

6. Integration/Conflict

This L.OS US Data Processing Addendum is hereby made an integral part of the Agreement and shall remain in effect for so long as the Agreement remains in effect. The Agreement, including this L.OS US Data Processing Addendum, constitutes the entire agreement between the Parties regarding the subject matter hereof and thereof, and supersedes any prior agreement, whether written or oral. The terms and conditions of these L.OS US Data Processing Addendum supplement the terms on conditions set forth of in the L.OS Platform ToU and the L.OS Data Processing T&Cs. In the event of a conflict between this L.OS US Data Processing Addendum and L.OS Platform ToU and the L.OS Data Processing T&Cs, the terms of this L.OS US Data Processing Addendum shall take precedence.

Bosch Mobility Platform & Solutions GmbH