

## DATA PROCESSING AGREEMENT

Document version and change control

Version	Date	Author	Comments
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This Data Processing Agreement and its Annexes (**DPA**) governs the use and protection of your Personal Data by GoMetro in connection with our supply of Products and Services. This DPA is integral to our Products and Services, and forms part of every agreement between you and GoMetro.

### 1. PROCESSING OF CUSTOMER PERSONAL DATA

- 1.1 GoMetro may Process Customer Personal Data on your behalf in connection with our commercial relationship. Each of us agrees to comply with this DPA for that Processing.
- 1.2 The subject matter and duration of the Processing, nature and purpose of the Processing and types of Customer Personal Data under this DPA are referred to in the remainder of our Terms or in **Annexe A** of this DPA.

### 2. CONTROLLERSHIP ROLES

In the context of our commercial relationship, when you act as a Controller, GoMetro may from time to time act as a Processor, and when you act as a Processor, GoMetro may act as a Sub-Processor. Both situations are covered by this DPA.

### 3. CUSTOMER RESPONSIBILITIES AND UNDERTAKINGS

- 3.1 When acting as Controller under any agreement with us—
  - 3.1.1 you assume full responsibility for your Instructions to GoMetro and you warrant that you will always comply with your statutory obligations under Data Protection Law;
  - 3.1.2 you will ensure that the Customer Personal Data you provide, or someone on your behalf provides, to GoMetro, has been collected lawfully, fairly, and transparently so that GoMetro can Process that data for all Purposes;

- 3.1.3 you accept the legal duties imposed on you as a Controller under Data Protection Law and indemnify GoMetro for all Loss (direct or consequential) arising from your failure to comply with your obligations as Controller; and
- 3.1.4 you will ensure that you have properly authorised the persons giving Instructions to GoMetro and making decisions in relation to this DPA, and that those Instructions are bind you, too. GoMetro is entitled to rely on those Instructions and decisions without any liability.
- 3.2 If you are a Processor with respect to your Customer Personal Data, you warrant that your Instructions and actions regarding the Processing of your Customer Personal Data, including your appointment of GoMetro as a Sub-Processor, have been authorised by the relevant Controller.
- 3.3 Your Instructions for the Processing of your Customer Personal Data must comply with Data Protection Law, and you indemnify GoMetro to the greatest extent allowed at Law for any direct Loss that GoMetro suffers while acting as Processor on your behalf or on your Instructions about the Processing of your Customer Personal Data under an agreement with you.
- 3.4 You are solely responsible for the accuracy, quality, and legality of your Customer Personal Data and how you obtained that data.
- 3.5 You indemnify GoMetro against all Loss (indirect or consequential) that we suffer due to any failure to comply with obligations under any agreement with us, or a Data Protection Law, by you or your employees or agents (whether authorised or not).
- 3.6 You warrant that our Terms, including this DPA, are your complete and final Instructions to GoMetro about the Processing of your Customer Personal Data. Each of us will need to agree on additional Instructions outside that scope in writing.
- 3.7 You must inform GoMetro immediately and fully about any errors or irregularities you are aware of governed by a Data Protection Law.
- 3.8 You must inform GoMetro without delay if the Processing includes special categories of your Customer Personal Data under Data Protection Law, including, any financial, medical, and health-related information, or any type of Processing of Personal Data that is afforded a higher level of protection under Data Protection Law.

## 4. GOMETRO'S OBLIGATIONS

### 4.1 Instructions

- 4.1.1 GoMetro will comply with Data Protection Law in connection with your Customer Personal Data and will use commercially reasonable efforts to ensure that its contracted Sub-Processors do so, too.
- 4.1.2 GoMetro will collect, Process, and use your Customer Personal Data only under your written Instructions and Data Protection Law. If we believe that any Instruction infringes Data Protection Law, we will inform you without undue delay.
- 4.1.3 If GoMetro is unable to Process your Customer Personal Data under your Instructions due to a legal requirement, GoMetro will—
- (a) promptly notify you of that legal requirement before continuing with the Processing; and
  - (b) stop all Processing (other than storing and maintaining the security of the affected Personal Data) until you give us new Instructions that we are able to comply with.
- 4.1.4 GoMetro is not liable to you under any agreement with you for any failure to perform because we were required to stop Processing, until you issue new, lawful Instructions that we are able to comply with.
- 4.1.5 GoMetro will support you in your own compliance obligations with respect to your Customer Personal Data (including, if applicable, your obligations under Articles 32 to 36 (inclusive) of the GDPR) by—
- (a) having in place and maintaining appropriate security measures under Data Protection Law;
  - (b) complying with 4.3 (*Personal Data Breaches*);
  - (c) cooperating with you in meeting your obligations regarding a data protection impact assessment or prior consultation with a supervisory authority; and
  - (d) providing you with information about our Processing under 6 (*Audits*).

## 4.2 **Confidentiality**

4.2.1 GoMetro will make sure that any personnel, whether employed or contracted, who are authorised to Process your Customer Personal Data, will comply with our confidentiality obligations regarding your Customer Personal Data.

4.2.2 Our confidentiality obligations will continue after we have stopped the Processing activities covered by those obligations.

4.2.3 Our confidentiality obligations here do not apply when GoMetro, as a Processor, discloses information under a Law.

4.2.4 In that case, as far as possible while complying with Law, GoMetro will notify you of such requirements prior to any disclosure and provide you with a reasonable opportunity to contest the disclosure or to limit the extent of the disclosure.

## 4.3 **Personal data breaches**

4.3.1 GoMetro will notify you as soon as reasonably possible after becoming aware of any Personal Data Breach affecting your Customer Personal Data.

4.3.2 At your request, GoMetro will cooperate with you to enable you to notify the competent Supervisory Authority or affected Data Subjects about any relevant Personal Data Breaches, if you are required to do so under Data Protection Law.

## 4.4 **Data subject requests**

4.4.1 GoMetro will cooperate with you, and use commercially reasonable and appropriate technical and organisational measures, to enable you to respond to any Data Subjects seeking to exercise their rights under Data Protection Law. If a Data Subject approaches GoMetro directly, we will notify you and will refer the Data Subject to you. You are solely responsible for responding to any Data Subject's requests. You must reimburse GoMetro for any costs that we incur in assisting with this.

4.4.2 GoMetro agrees to obtain written consent from you prior to any request for disclosure of your Customer Personal Data by a Data Subject, where this request is not a legal obligation for us.

## 4.5 **Data security**

GoMetro will take appropriate measures required under Data Protection Law to adequately protect your Customer Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to your Customer Personal Data. These measures are outlined in **Annexe A**.

## 4.6 **Contracted Sub-Processors**

4.6.1 This DPA authorises GoMetro to engage Sub-Processors to fulfil its obligations under our agreement/s with you. **Annexe B** lists our contracted Sub-Processors.

4.6.2 Where GoMetro wishes to instruct a Sub-Processor not listed in **Annexe B**, we will notify you in writing (including by email to your email addressee/s on record with us). You may object to our proposed engagement within 14 calendar days of that notification.

4.6.3 Your objection must be based on reasonable grounds. If you and GoMetro are unable to resolve a conflict stemming from your objection, either of us may cancel the affected agreement/s under our Terms.

4.6.4 If you do not object in time, GoMetro may appoint that contracted Sub-Processor.

4.6.5 Where GoMetro engages a contracted Sub-Processor, we will enter into an agreement with them that imposes the same obligations that apply to each of us under this DPA.

4.6.6 You have the right to monitor and inspect a contracted Sub-Processor's activities. You may ask us in writing to inspect the relevant agreement documents as well as about how the data protection measures under those documents are being carried out. GoMetro's engagement with the contracted Sub-Processor must not prohibit that disclosure. GoMetro reserves the right to redact sections in those documents that are commercially sensitive.

4.6.7 Where GoMetro engages a contracted Sub-Processor in a country which does not provide an adequate level of protection for your Customer Personal Data as provided for in Data Protection Law, GoMetro will ensure an adequate level of protection in the relevant agreement/s, including contractual clauses equivalent to this DPA and under Data Protection Law.

#### 4.7 **Deletion or retrieval of Customer Personal Data**

4.7.1 After our agreement/s with you is cancelled or expires, GoMetro will, at your Instruction, delete or return all your Customer Personal Data (including all copies) Processed in connection with our commercial relationship with you, as far as we are allowed to do so under Data Protection Law.

4.7.2 In this event, and within the timeframe set by GoMetro, you must give us your Instruction in writing about whether you wish us to return or delete your Customer Personal Data. You agree to reimburse us for our costs in following your Instructions.

### 5. **DOCKING PROVISIONS**

5.1 Any entity that is not presently a party to this DPA may, with our mutual agreement, agree to be bound by this DPA as a Controller or a Processor by signing a deed of accession and providing all relevant information.

5.2 The incoming entity will have no rights or obligations under this DPA for the period prior to becoming a party to this DPA.

### 6. **AUDITS**

6.1 Subject to the confidentiality obligations under our agreement/s with you, you may audit our technical and organisational measures required under Data Protection Law. In doing this you may—

6.1.1 obtain information from GoMetro about our compliance with this DPA;

6.1.2 ask GoMetro to give you an attestation or certificate by an independent professional expert about our relevant security measures; and

6.1.3 conduct an on-site inspection of GoMetro's business operations or Instruct a qualified third party to do so.

6.2 The following conditions apply to your rights under 6.1.3—

6.2.1 we must together agree on the timing of any on-site inspection in advance, and in any event that inspection must be during our regular business hours and must not interrupt our operations;

- 6.2.2 a third party appointed by you for this purpose must not be a competitor of GoMetro and their appointment must be on the basis of strict confidentiality; and
- 6.2.3 you agree that you are liable for, and fully indemnify us against, any Loss we suffer where you do not comply with your duties under 6.2.2.
- 6.3 You can carry out the audit (i) before we start Processing Personal Data; (ii) at annual intervals during our Processing, or (iii) if you reasonably suspect that there has been a Personal Data Breach.
- 6.4 You may ask GoMetro to give you all information dealt with in this clause (i) where that information is under our control, and (ii) where we are not prevented from doing so under any Law or legal duty owed to a third party, provided that you give us commercially reasonable advance notice.
- 6.5 You must share a draft version of any audit report under this clause with GoMetro before relying on that report. You agree that we have the right to comment on that draft report within a reasonable timeframe set by you. You must Instruct your auditor in writing (i) to include our comments in their final report and (ii) to take those comments into consideration in any assessment under that report.
- 6.6 Everything done by you or on your behalf under this clause is solely at your own cost, unless your auditor has proved a serious instance of non-compliance or breach of our data protection obligations. The party responsible for that non-compliance or breach will then bear the costs of the relevant audit.
- 6.7 Where both of us are at least partly responsible, we will each bear the audit costs equally. Each of us will cooperate with the other in good faith to minimise the total cost of the audit, without negatively impacting on the completeness and accuracy of the report.

## 7. LIABILITY

- 7.1 You agree that you are liable for, and fully indemnify GoMetro against, any Loss that we, or our contracted Sub-Processors may suffer, following directly from—
- 7.1.1 your non-compliance with Data Protection Law;
- 7.1.2 where we, or our contracted Sub-Processors, carry out Personal Data Processing under your Instructions while you are not in compliance; and

- 7.1.3            you reach of your obligations under this DPA,  
  
                  except to the extent that GoMetro or any contracted Sub-Processor is liable under 7.2.
- 7.2             GoMetro is liable for, and fully indemnifies you against, any Loss that you may suffer following directly from our Personal Data Processing that is covered by this DPA, however—
- 7.2.1            only to the extent that the Loss follows from our breach of this DPA;
- 7.2.2            only to the extent that the Loss is due to a Personal Data Breach by our contracted Sub-Processors or their non-compliance with Data Protection Law,  
  
                  and save that we are not liable for, and do not indemnify you against, any Loss which at least in part follows from a breach of this DPA by you.
- 7.3             You may not claim back, set-off or deduct any sums paid by you under your indemnity in 7.1, for any reason.
- 7.4             You agree that the maximum total sum that GoMetro will be liable for due to a Personal Data Breach covered by this DPA will not be more than twice the total sum that you have paid to GoMetro in the 12 months preceding the date of your claim.

## 8.    **GENERAL PROVISIONS**

- 8.1             Where individual provisions of this DPA are invalid or unenforceable, the validity and enforceability of the other provisions of this DPA will not be affected.
- 8.2             This DPA applies for the term of our agreement/s with you, and its surviving provisions continue to apply as required by the context or at Law.
- 8.3             This DPA is governed by the Laws of the Republic of South Africa and will be interpreted under the provisions of Annexe A to our Master Terms and Conditions with you.
- 8.4             In case of any conflict or inconsistency with the terms of any of our other agreements with you, this DPA will take precedence.



## 9. DEFINITIONS

In this DPA—

- 9.1.1 **Controller** means the natural or legal person, public authority, agency, or other body that, alone or jointly with others, determines the purposes and means of processing Customer Personal Data;
- 9.1.2 **Customer Personal Data** means any Personal Data related to your Data Subjects, which GoMetro processes in accordance with our agreement/s with you;
- 9.1.3 **Data Protection Law** means all Laws applicable to the processing of Customer Personal Data, including the General Data Protection Regulation (EU) 2016/679 (**GDPR**), and the Protection of Personal Information Act, 2013 (**POPIA**);
- 9.1.4 **GoMetro** means the GoMetro company supplying Products and Services to you;
- 9.1.5 **Instruction** means a written Instruction issued by you (as Controller or Processor) to GoMetro (as Processor or Sub-Processor), directing specific processing actions related to Customer Personal Data;
- 9.1.6 **Personal Data** means personally identifiable information relating to you as defined under Data Protection Law, and includes the types of *Personal Information* described in section 1 of the POPIA;
- 9.1.7 **Processor** means the natural or legal person, public authority, agency, or other body that processes Personal Data on behalf of a Controller; and
- 9.1.8 **Data Subject, Personal Data Breach, Processing** (or any equivalent terms), **Sub-Processor**, and **Supervisory Authority** have the same meaning as in the GDPR or equivalent terms under other Data Protection Laws.
- 9.2 Other capitalised words not defined in this DPA, such as **Law, Loss**, (our) **Terms, Products** and **Services**, are as defined in our other agreements with you.

**DETAILS OF CUSTOMER PERSONAL DATA AND PROCESSING ACTIVITIES**

**1. Subject Matter, nature and purpose of Processing**

The supply of our Products and Services under our agreements with you, this DPA and your Instructions.

**2. Duration of the Processing**

The earlier of the following: (i) the cancellation or expiry of all our agreements with you, and (ii) when we no longer need to Process your Customer Personal Data for the purpose of our agreement/s with you.

**3. Categories of Data Subjects; description of processing**

Categories of data subjects with Personal Data processed	<ul style="list-style-type: none"> <li>• Customer fleet owners</li> <li>• Authorised Users under Customer Agreements</li> <li>• Distributors</li> <li>• Equipment Installers</li> </ul>			
	<b>Customer managed data and content</b>			
Categories and duration of Personal Data Processed	Data	Description	Retention	Service per Annexe B
	Geolocation data	Geo-zone definitions to determine areas of wanted or unwanted vehicle position		
	Authorised User data	User name, email address, IP address, phone number (if provided), SaaS username, password	3 years	1,2
	Fleet data	Fleet owner data, fleet vehicle identifiers, vehicles shared between fleets, vehicle that are shared time period data, data is timestamped		

Routes Routes travelled based on collections of location data points per vehicle over historical prior of up to 3 years

Vehicle data Individual vehicle specifications, geolocation and sensor data, additional telemetry data including registration, VIN or licence plate, ignition status, speed, bearing, distance travelled, driving time, time of day, electric vehicle related vehicle parameters, trailer data, tyre pressures including linked trailers, driving behaviour, braking / cornering / acceleration manoeuvres, and service-related diagnostic data. The processing of additional data depends on whether these data types have been made accessible by the Controller to the Processor, based on the type of subscription selected.

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**Transactional data**

Data	Description	Retention	Service per Annexe B
Acceleration	Events of harsh braking, cornering, and racing start	3 years	1,2

<b>Purpose of Processing on behalf of Controller</b>  <b>Processing by Sub-Processors</b>	Detailed position messages	Current / Historical location of a vehicle		
	Tachograph data	Driver working hours and speeds for goods vehicles gathered from Tachometers in vehicle		
	[•]	[•]	[•]	[•]
	<b>Aggregated data</b>			
	<b>Data</b>	<b>Description</b>	<b>Retention</b>	<b>Service per Annexe B</b>
	Driver Statistics	Driver behaviour aggregated over time		
	Driving events	Driving behaviour above the threshold of normal driving		
		Supply of Products and Services, incl. Processing of (i) vehicle tracking parameters; (ii) driving behaviour and fuel saving; [(iii) driving times information]; (iv) extensive reporting;]		
		Per Annexe B. Duration of Sub-processing is as for Processor		

**4. Special Categories of Your Customer Personal Data**

You agree that you will not give GoMetro special categories of Personal Data to Process under our agreement/s with you. You must let us know promptly in writing if we need to Process any special categories of your Customer Personal Data at any point.

**5. Description of the technical and organisational measures put in place by GoMetro**

5.1 GoMetro has in place technical and organisational measures to ensure a level of security appropriate to the risk, including, among others:

<b>Confidentiality</b>	Access control (premises, systems and data), segregated processing; <u>Transfer control</u> —eg documentation of recipients of data and the time periods for the provision of data including agreed deletion times, TLS encryption of all communications (Web-Client, APIs, mobile Apps)
<b>Integrity of data</b>	<u>Input control</u> —eg logging of input, modification, and deletion of data, traceability of input, modification, and deletion of data by individual usernames, granting of limited rights for the input, modification or the deletion of data based on authorised users, storage of forms, through which data has been acquired during automated processing
<b>Availability and resilience</b>	Protection against accidental destruction and loss
<b>Process for regular review, analysis, and evaluation</b>	Order control—eg responsible contractor selection and monitoring, written Instructions to the contractor (for example, by DPA), prior examination of the documentation and the security measures taken by the contractor, ensuring the secure destruction of data after termination of the contract, Data Protection by Design and Default ( <i>Art.25 (2) GDPR</i> )

**6. Specific technical and organisational measures (i) for transfers to contracted Sub-Processors, to assist the Controller; (ii) for transfers from a Processor to Contracted Sub-Processors, to assist the data exporter**

6.1 GoMetro will agree on terms with a contracted Sub-Processor that are substantially similar to this DPA where we engage a contracted Sub-Processor in circumstances dealt with under this DPA.

6.2 Those terms must allow GoMetro to fulfil our obligations to you.

6.3 GoMetro will make sure that contracted Sub-Processors are aware that they must—

- notify us in the event of a Personal Data Breach;
- delete your Customer Personal Data when you instruct us to do so;
- not engage additional contracted Sub-Processors without our permission; and
- Process your Customer Personal Data strictly in line with your Instructions.

**7. Frequency of transfers**

We will transfer Personal Data in line with your needs under our agreement/s with you.

8. **Further Processing:**

GoMetro will not carry out further Processing on your Customer Personal Data beyond what is strictly necessary for our supply of Products and Services.

9. **Controllershship roles:**

**Data Exporter:** you, acting as a Controller or Processor.

**Data Importer:** GoMetro, acting as a Processor or Sub-Processor.

## LIST OF CONTRACTED SUB-PROCESSORS

We currently contract with the following Sub-Processors for our supply of Products and Services:

### Services

<b>Bridge</b>	1
<b>ConnecTyre</b>	2
<b>Customer support</b>	3
<b>[•]</b>	4

### Sub-Processors

Company	Location	Sub-processing	Associated Services
<b>Amazon Web Services, Inc</b>	SA/UK	Infrastructure and cloud services; data and application hosting	1, 2
<b>GoMetro (Pty) Ltd</b>	SA	[•]	[•]
<b>GoMetro UK Ltd</b>	UK	[•]	[•]
<b>ZOHO</b>		CRM	3
<b>Confluent</b>	SA/UK	Streaming cloud services	1, 2
<b>UAB Gurtam</b>	Lithuania	IoT cloud services	3
<b>SLACK</b>		Messaging Service (Internal use)	1, 2
<b>Google Suite</b>		Email and Office Applications	3
<b>Snowflake</b>	UK	Data warehouse cloud services	1, 2
<b>Google Cloud Services</b>	SA	Reporting cloud services	1,2

