

Data Processing Addendum pursuant to Art. 28 GDPR

1. Definitions

Terms defined in the supply agreement for the WEBFLEET Service and Products between TomTom and the Client (“**Contract**”) shall have the same meanings when used in this Data Processing Addendum (“**DPA**”).

In addition, the definitions shall apply as defined in the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and the on the free movement of such data (General Data Protection Regulation or “**GDPR**”).

2. Nature, purpose and term of this DPA

In the course of providing the WEBFLEET Service and Products to Controller, TomTom may process Personal Data as a Processor on behalf of the Controller acting as a Controller. For the purpose of this DPA, Client shall be referred to as “**Controller**” and TomTom shall be referred to as “**Processor**”.

As of 25 May 2018, the GDPR has come into effect. The purpose of this DPA is, i) to describe the work to be carried out by the Processor under the Contract, ii) to supplement article 7 (Data Protection) of the applicable TomTom Telematics General Terms and Conditions – WEBFLEET Service Terms and, iii) to include certain information in this DPA that is required pursuant to the GDPR.

This DPA shall apply as from the date of signing of the Parties (“**Effective Date**”) and shall continue in full force and effect until the termination of the Contract.

3. Scope of the work

The purpose for the collection, processing and use of the Personal Data from Controller is to provide the WEBFLEET Service and Products as described in the Contract, which forms an integral part hereof. The processing and use of the Personal Data takes place in a member state of the European Economic area. Any data transfer to a third country requires the prior approval of the Controller.

The processing of the Personal Data by the Processor shall take place within the framework of, i) the Contract and ii) this DPA and only to the extent that Controller has instructed the Processor to do so in relation with the Contract. The Processor processes the Personal Data on behalf of Controller. Modifications to the processing of Personal Data under the DPA are subject to mutual agreement. The Processor shall not use the Personal Data for any other purpose as described in this DPA and/or any other applicable terms.

4. Transfer powers

The Controller, represented by the signatory as indicated on the Contract, shall serve as a single point of contact for TomTom for the purpose of this DPA. Similarly, Processor shall serve as a single point of contact for Controller with respect to its obligations as a Processor under this DPA and has authorized the following persons to act on its behalf to accept documented instructions as provided under the GDPR:

- TomTom Telematics Data Protection Coordinator (privacy@telematics.tomtom.com)
- TomTom Telematics Customer Support Team

5. Data Types and Categories of Affected Persons

The Controller has defined that the following data categories will be collected, processed and used by the Processor under this DPA:

- Communication data (e.g. telephone, e-mail, IP addresses, connection precise GPS positions, usage and traffic data)
- Vehicle Data including registration or license plate, distance travelled, driving time, time of day, vehicle and engine speed, engine load and temperature, braking / cornering / acceleration manoeuvres, battery voltage, accident data protocols (for 45 seconds before and 15 seconds after an accident); vehicle device, sensor or service related diagnostic data

- Planning and control data
- Information provided by third parties (e.g. credit agencies, or public directories)
- Specific data (information on race and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health or sexuality)

The Controller has defined the following data subject categories from who the Personal Data as defined above shall be collected, processed and used by the Processor under this DPA:

- Clients
- Interested parties
- Subscribers
- Employees
- Suppliers

6. Processor’s obligations

Under this DPA, the Processor has the obligation to:

- (i)** process the Personal Data only on behalf of the Controller and in compliance with its instructions;
- (ii)** ensure that only appropriately trained personnel shall have access to the Personal Data and they are obliged to keep the Personal Data confidential;
- (iii)** provide Controller with such cooperation (including access to its facilities) as the Controller may reasonably request;
- (iv)** implement such technical and organizational measures to protect the Personal Data as required by the GDPR;
- (v)** notify the Controller immediately of any monitoring activities and measures undertaken by the relevant authority that supervises the applicable data protection legislation;
- (vi)** Support Controller regarding Controller’s obligations to provide information about the collection, processing or usage of Personal Data to a data subject;
- (vii)** Ensure that the Personal Data is not in any way used, manipulated, distributed, copied or processed for any other purpose than for the fulfilment of the contractual obligations as explicitly agreed upon and arising from this DPA.

7. Sub-Processing

Processor engages sub-processors to provide certain services on its behalf. Controller consents to Processor engaging sub-processors to process Personal Data under the Contract. Processor shall be responsible for any acts, errors, or omissions of its sub-processors that cause Processor to breach any of Processor’s obligations under this DPA. Currently Processor has entered into agreements with the following sub-processors that have agreed to protect Personal Data in a manner sustainably similar to the standards set forth in this DPA:

Company	Address / Country	Services
TomTom Development Germany GmbH	Inselstrasse 22, 04103 Leipzig, Germany	Secure data processing based on the requirements of the ISO/IEC 27001:2013 standards, engineering, IT and data centers in conjunction with the TomTom Telematics Service Platform, which TomTom Development Germany GmbH provides to the TomTom Telematics B.V. and its customers Contact Information Hr. Christian Volkmer Projekt 29 GmbH & Co. KG http://www.projekt29.com Trothengasse 5, 93047 Regensburg, Deutschland Tel. +49 (0) 941-2986930, Fax +49 (0) 941-29869316, privacy@telematics.tomtom.com
DAKO Systemtechnik und	Brusseler Str. 7-11,	WEBFLEET Tachograph Manager

Service GmbH & Co. KG	07747 Jena, Germany	
Google Dublin, Google Ireland Ltd.	Gordon House Barrow St. Dublin 4, Ireland	Google Analytics Premium (considering the TomTom Privacy Policy http://www.tomtom.com/en_gb/legal/privacy Google Maps API: https://www.google.com/help/terms_maps.html

The Processor shall inform the Controller of its intention to engage a sub-processor and the Controller shall have the right to reasonably oppose the appointment of a new sub-processor if the Controller shall have substantive and legitimate reasons for opposing the specific sub-processor and shall notify Processor of such objections in writing as soon as possible after receipt of the Processor’s notice relating to such Sub-processor. The addition or removal of a sub-processor should not negatively affect the level of security within the agreement to less than that which existed at the time of signing this DPA.

8. Controller’s rights and obligations

Rights to monitor: Controller is entitled to appoint a third party independent auditor in the possession of the required professional qualifications and bound by a duty of confidentiality, which auditor must be reasonably acceptable to the Processor, to inspect Processor’s compliance with this DPA and the applicable data protection legislation required to determine the truthfulness and completeness of the statements submitted by the Processor under this DPA. Controller’s right to audit shall be subject to giving the Processor at least (4) weeks prior written notice of any such audit.

Processor shall deal promptly and properly with all inquiries from the Controller relating to its processing of the personal data subject to this DPA.

Rectification, deletion and blocking of data: upon instruction by the Controller, the Processor shall rectify, delete or block the Personal Data.

Processor, shall to the extent legally permitted, promptly, notify Controller if Processor receives a request from a data subject to exercise the data subject’s right of access, right to rectification, restriction of processing, erasure (“right to be forgotten”), data portability, object to the processing, or its right not to be subject to an automated individual decision making (“data subject request”). Controller shall be responsible for any costs from Processor’s provision of such assistance.

9. Technical and Operational Measures (TOM)

Introduction

The availability of the TomTom Telematics Service Platform, including the best possible protection for customer data, has top priority and underpins all successful and long-term business relationships.

TomTom Development Germany GmbH -Leipzig- ensures that the latest standards for security and data protection are met and exceeded for the TomTom Telematics Service Platform, including the protection of personal and confidential data. These standards include operating an information security management system (ISMS) in accordance with the ISO/IEC 27001:2013 standard. On-going, comprehensive investments in ground-breaking hardware and software solutions, current technologies and associated processes, policies and audits ensure that the protective measures are complied with and continually improved.

The TomTom Group has appointed a data protection officer in accordance with the GDPR. This person ensures compliance with the regulation and other relevant global data protection laws and regulations related to data protection

Contact Information:

TomTom Telematics B.V
Corporate Security
https://www.tomtom.com/en_gb/privacy/contact/
De Ruijterkade 154
1011 AC Amsterdam, The Netherlands

Overview of TOM's

Processor shall implement and maintain technical and organizational measures (TOMs) pursuant to article 32 of the GDPR as set forth in the online customer environment of WEBFLEET to ensure a level of security appropriate to the risk for Processor's scope of responsibility. TOMs are subject to technical progress and further development. Accordingly, Processor reserves the right to modify the TOMs provided that the functionality and security of the Products and Services are not degraded.

Controller confirms that it has had the reasonable opportunity to take notice of the TOMS as set forth in the online customer environment of WEBFLEET and confirms that these TOMs provide an appropriate level of protection for the Controller Personal Data taking into account the risks associated with the processing of Controller Personal Data.

10. Data Subjects' Requests

Processor, shall to the extent legally permitted, promptly, notify Controller if Processor receives a request from a data subject to exercise the data subject's right of access, right to rectification, restriction of processing, erasure ("right to be forgotten"), data portability, object to the processing, or its right not to be subject to an automated individual decision making ("data subject request"). Controller shall be responsible for any costs from Processor's provision of such assistance.

11. How to execute this DPA

This DPA may be executed as follows, to complete it, the Controller must:

1. Complete the information in the signature box and sign on page 4 of the DPA. The DPA must be signed by the same entity that executed the Contract for the delivery of TomTom WEBFLEET Service and/or Products.
2. Send the completed and signed DPA by email to privacy@telematics.tomtom.com indicating the Controller legal name. Please indicate the former legal name if the prior agreement was (were) executed under a different legal name than current.
3. Upon receipt of a validly completed DPA by the Client, this DPA shall be countersigned by TomTom and returned to you, upon which it shall become legally binding. If the Client entity is not a party to the Contract, this DPA is not valid and not legally binding

12. Other

This DPA is governed by the law that governs the Contract. Also, for the jurisdiction reference is made to the appropriate section of the Contract. This DPA is subject to the terms of the Contract and the applicable TomTom Telematics General Terms and Conditions – WEBFLEET Service Terms. In the event of a conflict this DPA prevails over the Contract.

The Parties agree that this DPA together with the Contract constitute a contract and/or other legal act pursuant to article 28 of the GDPR, that is binding on the Processor with regard to the Controller and that sets out the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects and the obligations and rights of the Controller.

AGREED by the parties through their duly authorised representatives on the date both Parties have signed this DPA.

TomTom Telematics B.V.

[Full Company Name]

Name:

Function:

Date:

Name:

Function:

Date: