# AssetWorks Privacy Policy

**Website | Products & Services | Customer Data & Artificial Intelligence**

https://www.assetworks.com/privacy-policy/

**Last Updated:** October 23rd, 2026 **Effective Date:** October 23rd, 2026

*For Customers whose Agreements were in effect before this date,

changes to Parts III and IV take effect thirty (30) days after the notice described in Section 6.4*

**Overview.** Your privacy, and the privacy of the information our customers entrust to us, is important to AssetWorks. This Privacy Policy explains, in one place, how AssetWorks collects, uses, discloses, protects, and retains information when you (a) visit our websites or otherwise interact with us as a prospective customer, event attendee, or business contact; (b) use our fleet management and asset management software, hardware, mobile applications, hosted services, and related professional and support services; and (c) share Customer Data with us, including how we handle Customer Data in connection with artificial intelligence ("AI") features and our program to improve existing products and develop new products using De-identified, Anonymized, and Aggregated data; including how a Customer may opt out of that program.

This Privacy Policy is written for customers and individuals in the United States, Canada, and the United Kingdom, and includes region-specific disclosures in Part V. Please read the Part that applies to you; the General Terms in Part I and Part VI apply throughout.

**How this Privacy Policy is organized.**

| Part | What it covers | AssetWorks' role |
|---|---|---|
| Part I – General Terms | Who we are, key definitions, and how this Privacy Policy relates to your Agreement with AssetWorks. | All roles |
| Part II – Website Privacy Policy | Information about website visitors, prospective customers, event attendees, and the business contacts of our Customers, including cookies and marketing. | Controller / "business" |
| Part III – Products & Services Privacy Policy | Customer Data processed through AssetWorks software, Hardware, mobile applications, hosted services, and support; Service Data; security; incident notification; and deletion. | Processor / "service provider" for Customer Data |
| Part IV – Customer Data & Artificial Intelligence | In-product AI Features (opt-in), the Product Improvement & AI Development Program using De-identified, Anonymized, and Aggregated data (opt-out), de-identification standards, and AI governance. | Processor; and, for Anonymized and Aggregated data, independent owner |
| Part V – Your Privacy Rights & Regional Disclosures | Rights and choices under U.S. state, Canadian, and United Kingdom law, and how to exercise them. | As applicable |
| Part VI – Security, Changes, Contact & Legal Terms | Security, international transfers, changes to this Privacy Policy, contact information, governing law, and order of precedence. | All roles |

**Our privacy commitments at a glance.**

- **Your data is your data.** Each Customer owns its Customer Data, including outputs that AI Features generate from it. AssetWorks processes Customer Data to provide the Products and Services and as described in this Privacy Policy and the Agreement.
- **We do not sell Customer Data.** We do not sell, rent, or loan Customer Data, and we do not use it for advertising.
- **Identifiable data stays with you.** We do not disclose Customer Data that identifies, or could reasonably be used to identify, a particular individual, vehicle, asset, or Customer to other customers or third parties, except to Subprocessors, AssetWorks affiliates that help provide the Products and Services, at your direction, to a successor in a corporate transaction, or as compelled by law, each as described in Section 3.8.
- **AI that reads your production data is opt-in.** In-product AI Features that access a Customer's identifiable Customer Data operate only after that Customer affirmatively opts in, only for designated purposes, and without commingling with other customers' data.
- **Product improvement uses only de-identified or anonymized data, and you can opt out.** AssetWorks uses Customer Data to improve existing products and develop new products, including AI models, only after the data has been De-identified or Anonymized as described in Part IV. A Customer may opt out at any time.
- **No third-party model training.** We do not permit third-party AI providers to use Customer Data to train or improve their own models.
- **Responsible AI.** Our use of AI is governed by an internal AI Committee and a policy aligned with the U.S. National Institute of Standards and Technology ("NIST") AI Risk Management Framework.

AssetWORKS

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# PART I – GENERAL TERMS

## 1.1 Who We Are

This Privacy Policy is issued by AssetWorks Inc., AssetWorks Fleet Solutions Limited, and Lightbulb Analytics Limited (collectively, "**AssetWorks**," "**we**," "**us**," or "**our**"). AssetWorks provides fleet management, enterprise asset management, fuel management, and related software, hardware, and services to public-sector and private-sector organizations in the United States, Canada, the United Kingdom, and elsewhere. Contact details for AssetWorks, our Privacy Officer, and our regional contacts are provided in Section 6.6 (Contact Us).

Depending on the context, AssetWorks acts in one of two roles. When we decide why and how Personal Information is processed — for example, when you visit our Website or when we manage our business relationship with a Customer — AssetWorks is a "**controller**" or "**business**." When we process Customer Data on behalf of a Customer to provide the Products and Services, AssetWorks is a "**processor**," "**service provider**," or "**contractor**," and the Customer is the controller of its Customer Data. This Privacy Policy identifies which role applies in each Part.

**Which AssetWorks entity.** Where Parts III and IV describe the processing of Customer Data, "AssetWorks" refers to the AssetWorks entity that is party to the Customer's Agreement; any other AssetWorks entity that assists in providing the Products and Services does so as that entity's Subprocessor and is bound by the same obligations. Where Part II describes AssetWorks as a controller, the controller is the AssetWorks entity that collects your Personal Information or determines how it is used, as further described in Part V.

## 1.2 Definitions

The following definitions apply throughout this Privacy Policy. Capitalized terms used but not defined in this Privacy Policy have the meanings given in the Agreement.

**"Agreement"** means the agreement between AssetWorks and a Customer for the Products and Services, including any order form, quote, statement of work, license or subscription agreement, data processing addendum, AI Opt-In Exhibit, or security addendum.

**"AI Feature"** means any functionality of the Products and Services that uses artificial intelligence or machine learning — including generative AI, predictive analytics, natural-language processing, and AI agents — to analyze data or generate outputs, recommendations, or content. An "**AI Agent**" is an AI Feature designed to retrieve, analyze, or act on a Customer's Customer Data in response to a user request.

**"AI Opt-In Exhibit"** means the AssetWorks exhibit attached to this Privacy Policy as Exhibit A, an admin-console setting enabled in accordance with Section A.6 of that Exhibit, or other written authorization through which a Customer elects to permit AI Features (including AI Agents) to access its Customer Data, as described in Section 4.3.

**"AI Outputs"** means outputs, inferences, conclusions, recommendations, summaries, or other results generated by an AI Feature from a Customer's Customer Data. AI Outputs are Customer Data.

**"Aggregated Data"** means information that has been combined from multiple Customers, assets, vehicles, or records and presented in summary or statistical form (such as averages, totals, ranges, distributions, or benchmarks) such that it does not identify, and cannot reasonably be used to identify, any individual, vehicle, asset, or Customer.

**"Anonymized"** means information that has been irreversibly altered through the permanent removal, generalization, aggregation, or destruction of identifiers, or through other techniques, so that the individual, vehicle, asset, or Customer to which the information related is no longer identifiable, directly or indirectly, by any means reasonably likely to be used, whether by AssetWorks or by any other person. Anonymized information is not capable of being re-associated with an individual, vehicle, asset, or Customer, and is not Personal Information. Where the laws of the United Kingdom or Canada (including Québec) apply, information is Anonymized only if it meets the standard for anonymous or anonymized information under those laws.

**"Authorized User"** means an individual whom a Customer authorizes to access or use the Products and Services, such as the Customer's employees, operators, drivers, technicians, administrators, and contractors.

**"Customer"** means an organization — including any public agency, municipality, county, state or provincial government, utility, transit authority, educational institution, or commercial enterprise — that has entered into an Agreement with AssetWorks for the Products and Services.

**"Customer Data"** means information that a Customer, or its Authorized Users, submits to, stores in, or generates through the Products and Services, including fleet, asset, maintenance, work-order, fuel, parts, inventory, telematics, location, and related operational records, and AI Outputs. Customer Data may include Personal Information (for example, operator, driver, or employee names, employee identification numbers, and driver's license numbers) as well as asset- and vehicle-level information (for example, Vehicle Identification Numbers ("**VINs**"), license plate numbers, equipment and unit identifiers, location and telematics data, and maintenance, fuel, and utilization history). Customer Data does not include Service Data, Program Data, or Aggregated Data.

**"De-identified"** means information that has been processed to remove, mask, truncate, generalize, aggregate, tokenize, or otherwise render unavailable direct and indirect identifiers, such that the information cannot reasonably be used to infer information about, or be linked, directly or indirectly, to a particular individual, household, vehicle, asset, or Customer. With respect to information it maintains in De-identified form, AssetWorks: (i) takes reasonable technical and organizational measures designed to ensure that the information cannot be associated with an individual, household, vehicle, asset, or Customer; (ii) publicly commits, through this Privacy Policy, to maintain and use the information only in De-identified form and not to attempt to re-identify it, except as permitted by law solely to test the adequacy of its de-identification measures; and (iii) contractually obligates any recipient of the information to comply with each of these requirements and to bind any onward recipients to the same obligations. For purposes of the Program described in Part IV, AssetWorks may maintain a separately secured token key that links De-identified records to the originating Customer (but not to any individual, vehicle, or asset) solely to honor that Customer's opt-out, as described in Sections 4.5 through 4.7, and for no other purpose.

**"Hardware"** means devices that AssetWorks supplies, installs, or supports in connection with the Products and Services, such as fuel-management terminals and controllers, vehicle identification and fuel-authorization devices, telematics and data-collection units, and RFID or barcode readers.

**"Personal Information"** means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, and includes "personal data" and "personal information" as those terms are defined under applicable privacy laws. Personal Information does not include De-identified, Anonymized, or Aggregated Data, or information that is publicly available as defined by applicable law; however, where applicable law (for example, Canadian law or the UK GDPR) treats De-identified or pseudonymized information as Personal Information, AssetWorks treats it as Personal Information for purposes of that law.

**"Products and Services"** means AssetWorks' fleet management and asset management software (whether hosted by AssetWorks or installed in a Customer's environment), Hardware, mobile applications, AI Features, and related implementation, training, maintenance, and support services.

**"Program" and "Program Data"** have the meanings given in Section 4.4.

**"Security Incident"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data in AssetWorks' possession or control.

**"Sell," "Share," and "Targeted Advertising"** have the meanings given to those terms (or substantially similar terms) under applicable U.S. state privacy laws. In general, "sharing" and "targeted advertising" refer to disclosing or using Personal Information to display advertisements to an individual based on the individual's activity across websites or services that are not affiliated with each other.

**"Sensitive Personal Information"** means the categories of Personal Information designated as "sensitive" under applicable law, such as government-issued identification numbers (including driver's license numbers), account log-in credentials in combination with a password, and precise geolocation of an individual.

**"Service Data"** means technical and operational information that AssetWorks collects or generates about the performance, security, configuration, and use of the Products and Services and Hardware — such as system and audit logs, error and diagnostic reports, device and firmware status, feature-usage statistics, IP addresses, and browser or device type — excluding Customer Data.

**"Subprocessor"** means a third party (including an AssetWorks affiliate) that AssetWorks engages to process Customer Data on AssetWorks' behalf in connection with providing the Products and Services, such as a cloud hosting provider or an AI model provider.

**"Website"** means www.assetworks.com and any other AssetWorks website, landing page, customer portal, or online form that links to this Privacy Policy.

### 1.3 How This Privacy Policy Relates to Your Agreement

Parts III and IV of this Privacy Policy are intended to be incorporated by reference into each Agreement through a hyperlink. Part II does not modify any Agreement. If there is a conflict between this Privacy Policy and an Agreement, the order of precedence in Section 6.8 applies. In general, the Agreement controls, except where this Privacy Policy provides greater protection for Customer Data. Nothing in this Privacy Policy expands AssetWorks' rights to use Customer Data beyond those granted in the Agreement. The following Exhibits are attached to and form part of this Privacy Policy: Exhibit A (AI Opt-In Exhibit); Exhibit B (Program Participation Election Form); Exhibit C (Subprocessor List); Exhibit D (Summary of Personal Information Governance Policies); and Exhibit E (UK Joint Controller Arrangement (Summary)). Exhibits A and B become part of a Customer's Agreement when the Customer executes or submits them.

# PART II – WEBSITE PRIVACY POLICY

## 2.1 Scope of Part II

Part II explains how AssetWorks collects, uses, discloses, and retains Personal Information as a controller when you visit or interact with the Website; communicate with us by e-mail, telephone, live chat, or social media; register for or attend our webinars, training, trade shows, user conferences, or other events; receive our marketing communications; or act as a business contact for a current or prospective Customer, reseller, or supplier.

Part II does not apply to Customer Data, which AssetWorks processes on behalf of Customers as described in Parts III and IV. Part II also does not apply to Personal Information we collect from job applicants, employees, or contractors, which is addressed in separate notices provided at the time of collection.

## 2.2 Personal Information We Collect

The Personal Information we collect depends on how you interact with us. In the preceding twelve (12) months, we have collected the following categories of Personal Information through the Website and related activities. The table also identifies the categories of recipients to whom we disclose each category for a business purpose and whether the category has been "sold" or "shared" as those terms are defined under applicable U.S. state law.

| Category | Examples | Categories of recipients (business purpose) | Sold or shared? |
|---|---|---|---|
| Identifiers | Name, e-mail address, telephone number, postal address, company name, IP address, cookie and device identifiers, and Website or customer-portal username. | Service providers; AssetWorks affiliates; authorized resellers and implementation partners; professional advisors; government authorities where legally required. Advertising partners (third parties), limited to online identifiers collected through advertising cookies, unless you opt out. | Online identifiers only, through advertising cookies, unless you opt out. No other identifiers. |
| Customer records (Cal. Civ. Code § 1798.80(e)) | Name, address, telephone number, and billing or payment information submitted for events, training, or online purchases. | Service providers (including payment processors); AssetWorks affiliates. | No |
| Commercial information | Products and services purchased, requested, or considered; quote requests; event registrations; and transaction history. | Service providers; AssetWorks affiliates; authorized resellers and implementation partners. | No |
| Internet or other electronic network activity | Pages viewed, links clicked, referring and exit URLs, search terms entered on the Website, date and time of access, browser type and settings, interactions with our e-mails and online advertisements, and live-chat transcripts. | Service providers, including hosting, analytics, marketing-automation, and chat providers. Advertising partners (third parties), through advertising cookies, unless you opt out. | Yes, limited to information collected through advertising cookies, unless you opt out. |

| Category | Examples | Categories of recipients (business purpose) | Sold or shared? |
|---|---|---|---|
| Approximate geolocation | General location (such as city, state or province, or country) inferred from your IP address. We do not collect precise geolocation through the Website. | Service providers, including analytics providers. Advertising partners (third parties), through advertising cookies, unless you opt out. | Yes, limited to information collected through advertising cookies, unless you opt out. |
| Audio, electronic, and visual information | Recordings of customer-service calls, webinars, and virtual meetings (with notice and, where required by law, consent). | Service providers. | No |
| Professional or employment-related information | Job title, employer, department, industry, and fleet or organization size. | Service providers; AssetWorks affiliates; authorized resellers and implementation partners. | No |
| Inferences | Product interests and preferences derived from the information above. | Service providers; AssetWorks affiliates. | No |
| Sensitive Personal Information | Customer-portal account log-in credentials (username and password). We do not request government-issued identifiers or other Sensitive Personal Information through the Website. | Service providers (hosting and authentication). | No |

We use Sensitive Personal Information only for purposes permitted by applicable law (such as authenticating you and securing your account) and not to infer characteristics about you. Please do not submit driver's license numbers, Social Security or social insurance numbers, passport numbers, financial account numbers, health information, or other sensitive information through Website forms, live chat, or e-mail unless we specifically request it for a stated purpose.

### 2.3 Sources of Personal Information

We collect Personal Information from the following categories of sources:

- **Directly from you**, when you complete a contact, quote-request, demonstration, newsletter, download, or event-registration form; create or use a customer-portal account; participate in surveys or provide feedback; or communicate with us in person, by e-mail, by telephone, by mail, through live chat, or otherwise;
- **Automatically**, through cookies, pixels, web beacons, log files, and similar technologies when you use the Website or open our e-mails (see Section 2.4);
- **From your organization**, when a Customer, reseller, or supplier provides us with your business contact information in connection with a contract, project, or support request;
- **From AssetWorks affiliates**, authorized resellers, implementation partners, and event co-sponsors with whom you have interacted;
- **From third parties**, such as business-contact data providers, trade-show organizers, and social-media platforms when you interact with our content on those platforms, in each case where the third party has represented that it is permitted to disclose the information to us; and

- **From publicly available sources**, such as public company and government websites, public procurement records, and professional networking sites.

### 2.4 Cookies & Similar Technologies

We and our service providers use cookies, pixels (web beacons), software development kits, local storage, log files, and similar technologies to operate the Website, remember your preferences, understand how visitors use the Website, measure the effectiveness of our communications, and, where permitted, deliver advertising that may be of interest to you. We separate these technologies by purpose:

- **Strictly necessary** technologies that are required for the Website to function, such as those that enable secure log-in, load balancing, fraud prevention, and the storage of your privacy preferences. These cannot be disabled through our preference tools.
- **Functional** technologies that remember choices you make, such as language and form entries.
- **Analytics** technologies that collect information about how visitors use the Website, such as pages visited, time spent, and navigation paths, so that we can improve the Website and our offerings.
- **Advertising** technologies placed by us or by third-party advertising partners to deliver and measure advertisements on other websites based on your activity on the Website. The use of these technologies may constitute "selling," "sharing," or "targeted advertising" under certain U.S. state laws.

**Your choices.** You can manage non-essential cookies at any time through the "**Cookie Settings**" or "**Your Privacy Choices**" link in the footer of the Website. Most browsers also allow you to block or delete cookies; however, if you do so, certain features of the Website may not function properly. You may opt out of Google Analytics by installing the Google Analytics opt-out browser add-on, and you may learn more about interest-based advertising and opt out of participating companies at www.aboutads.info/choices (United States), youradchoices.ca (Canada), and www.youronlinechoices.com/uk (United Kingdom).

**Consent where required.** Where the law of your jurisdiction requires consent before non-essential cookies are placed, we will obtain it through our cookie banner. In the United Kingdom, we will obtain your consent before placing advertising and functional cookies; analytics cookies used solely to collect statistical information to improve the Website may be placed without prior consent where permitted by the Privacy and Electronic Communications Regulations (as amended by the Data (Use and Access) Act 2025), in which case we will give you clear information about them and a simple, free way to object through Cookie Settings. In Canada, we rely on your express or implied consent, as appropriate to the sensitivity of the information and your reasonable expectations, and you may withdraw consent at any time through Cookie Settings. If you are in Québec, any technology we use that allows you to be identified, located, or profiled is deactivated by default and is activated only if you choose to enable it.

**Opt-out preference signals.** The Website recognizes the Global Privacy Control ("**GPC**") and other legally recognized opt-out preference signals. When we detect such a signal, we treat it as a valid request to opt out of the sale and sharing of Personal Information and of targeted advertising for that browser or device and, where you are logged in to an account, for that account. Where required by law, we will display whether we have processed your opt-out preference signal.

**Do Not Track.** Because there is no uniform industry standard for interpreting "Do Not Track" browser signals, the Website does not respond to them. We do, however, honor GPC as described above.

**Live chat and AI chat assistants.** If you use the live-chat feature on the Website, which may be staffed by AssetWorks personnel or supported by an AI chat assistant, the content of your chat and related technical

information will be recorded and processed by AssetWorks and by the chat service provider acting on our behalf to respond to your inquiry, maintain records, and improve our service. Where an AI chat assistant is used, we will identify it as such. We will tell you at the start of each chat session that the session is recorded and, where required by law, obtain your consent before the chat begins. Our chat service providers are contractually prohibited from using chat content for their own purposes. Please do not use the chat feature if you do not wish your communications to be recorded.

### 2.5 How AssetWorks Uses Personal Information

AssetWorks collects and uses Personal Information under Part II for the following business and commercial purposes:

- Operating, maintaining, and securing the Website and our customer portal, including authenticating users and performing necessary identity and security verifications;
- Responding to your inquiries, requests for information, quotes, proposals, responses to public procurement solicitations, and demonstrations, and providing customer support;
- Managing our business relationship with Customers, resellers, and suppliers, including contracting, invoicing, collections, account management, renewals, and customer-satisfaction surveys;
- Processing event and training registrations and any related transactions;
- Sending you newsletters, product announcements, event invitations, and other marketing communications, subject to your right to opt out and, where required by law, your consent;
- Understanding your needs and interests and recommending products and services that may be of benefit to you;
- Analyzing Website usage and traffic trends to improve the Website, our content, and our products and services;
- Measuring the effectiveness of our marketing and, where permitted, delivering targeted advertising;
- Detecting, preventing, and responding to security incidents, fraud, errors, and other malicious, deceptive, or illegal activity;
- Complying with applicable laws, regulations, court orders, and lawful requests from public authorities, and establishing, exercising, or defending legal claims; and
- Any other purpose that is reasonably necessary and proportionate to achieve, and compatible with, the purposes described above, or that is disclosed to you at or before the time of collection.

AssetWorks collects only the Personal Information that is reasonably necessary and proportionate for the purposes described in this Privacy Policy. We will not collect additional categories of Personal Information or use Personal Information for purposes that are materially different from or incompatible with those described in this Privacy Policy without providing you with notice and, where required by law, obtaining your consent. AssetWorks does not use the Personal Information collected under Part II to make decisions based solely on automated processing that produce legal or similarly significant effects concerning you. We may create De-identified or Aggregated information from Website information (for example, aggregate Website traffic statistics) and use it for any lawful business purpose.

### 2.6 How AssetWorks May Disclose Personal Information

AssetWorks does not sell Personal Information for monetary consideration and does not rent or loan Personal Information to third parties. As described in Section 2.2 and Section 2.4, certain advertising partners may collect online identifiers and Website activity through advertising cookies, which may be

considered a "sale" or "sharing" of Personal Information, or "targeted advertising," under certain U.S. state laws. You may opt out of this activity at any time as described in Part V. We do not knowingly sell or share the Personal Information of consumers under sixteen (16) years of age. AssetWorks may disclose Personal Information to the following categories of recipients:

- **Service providers and processors** that perform services on our behalf, such as Website hosting, cloud storage, analytics, marketing automation, customer-relationship management, live chat, event management, payment processing, and IT security. These parties are contractually required to use Personal Information only to provide services to AssetWorks, to protect it, and not to sell or share it;
- **AssetWorks affiliates and subsidiaries**, which use the information consistent with this Privacy Policy;
- **Authorized resellers, implementation partners, and event co-sponsors**, where you have requested information about products or services they offer with us, or registered for an event they co-sponsor;
- **Advertising and analytics partners**, as described above, subject to your right to opt out;
- **Government authorities, courts, and other parties** where we are required to do so by law, regulation, subpoena, or court order, or where we have a good-faith belief that disclosure is necessary to comply with legal process served on AssetWorks; protect the rights, property, or safety of AssetWorks, our customers, or the public; or detect, prevent, investigate, or address fraud, security incidents, or other illegal activity;
- **Successors in a corporate transaction**, in the event of a merger, acquisition, financing, reorganization, bankruptcy, sale of all or part of our assets, or similar transaction, provided that the successor's use of Personal Information remains subject to this Privacy Policy unless and until you are provided notice of any material change; and
- **Other parties with your consent** or at your direction.

AssetWorks does not disclose Personal Information to third parties for their own direct-marketing purposes.

### 2.7 Marketing Communications

You may opt out of receiving marketing e-mails from AssetWorks at any time by clicking the "unsubscribe" link in any marketing e-mail, by updating your preferences through our e-mail preference center, or by contacting us as described in Section 6.6. We will process your request within the time required by law (and in Canada, within ten (10) business days, as required by Canada's Anti-Spam Legislation ("**CASL**")). Even if you opt out of marketing communications, we may continue to send you transactional or relationship messages, such as responses to your inquiries, account and service notices, and event logistics.

We send commercial electronic messages to recipients in Canada only with express or implied consent as permitted by CASL, and to individual subscribers in the United Kingdom only with consent or where permitted by the Privacy and Electronic Communications Regulations. We will send marketing text messages or place marketing calls using automated technology only with your prior express written consent, as required by the U.S. Telephone Consumer Protection Act and similar laws, and you may opt out of text messages at any time by replying "STOP."

### 2.8 Retention & Disposal

We retain Personal Information under Part II only for as long as reasonably necessary to fulfill the purposes for which it was collected, including to respond to you, maintain our business relationship with you, and satisfy legal, tax, accounting, and regulatory requirements, and for a reasonable period thereafter. The criteria we use to determine retention periods include the nature and sensitivity of the information, the purposes for which we process it, whether you have an ongoing relationship with us, applicable legal requirements, and the existence of any legal hold, claim, or dispute. Our general retention periods are:

| Category | General retention period |
|---|---|
| Inquiry, contact, and marketing information | For the duration of our relationship with you and up to one (1) year after your last interaction with us unless you request earlier deletion. |
| Cookie and Website activity data | Up to twelve (12) months from collection, or as set out in our cookie preference tool. |
| Customer-portal account information | For as long as your account is active and up to ninety (90) days after the account is closed. |
| Customer contracting, transaction, and billing records | For the term of the Customer relationship and up to seven (7) years thereafter, as required for tax, accounting, audit, and public-procurement record-keeping purposes. |
| Call, chat, and webinar recordings | Up to two (2) years from the date of the recording. |
| Records of privacy requests and complaints | For at least twenty-four (24) months, or longer where required by law. |

When Personal Information is no longer needed, we will securely destroy, delete, or De-identify it. If you have opted out of marketing communications, we will keep the minimum information necessary (such as your e-mail address) on a suppression list for as long as needed to honor your opt-out.

### 2.9 Third-Party Websites & Social Media

The Website may contain links to, or features provided by, third-party websites, platforms, and services, including social-media platforms. AssetWorks does not control and is not responsible for the privacy practices of those third parties, and Personal Information you provide to them is not governed by this Privacy Policy. We encourage you to review the privacy policies of any third-party websites or services you visit.

### 2.10 Children

The Website is intended for business users and is not directed to children. Persons under the age of eighteen (18) are not authorized to use the Website. AssetWorks does not knowingly collect Personal Information from children under the age of thirteen (13) (or a higher age where required by local law) and does not knowingly sell or share the Personal Information of consumers under the age of sixteen (16). If AssetWorks learns that it has collected Personal Information from a child without any required parental consent, AssetWorks will take reasonable steps to delete that information promptly. If you believe that we may have collected information from a child, please contact us as described in Section 6.6.

# PART III – PRODUCTS & SERVICES PRIVACY POLICY

## 3.1 Scope of Part III

Part III describes how AssetWorks collects, uses, discloses, protects, and retains Customer Data, including any Personal Information contained in it, when AssetWorks provides the Products and Services. It also describes AssetWorks' limited processing of Service Data. Part III, together with Part IV, is intended to be incorporated into or attached to each Agreement. Protecting Customer Data means that:

- the Customer owns its Customer Data;
- AssetWorks processes Customer Data only to provide the Products and Services to the Customer, as directed or authorized by the Customer, and as described in this Privacy Policy and the Agreement;
- AssetWorks does not sell or share Customer Data, and will not rent or loan Customer Data to third parties; and
- AssetWorks will not disclose Customer Data that identifies, or could reasonably be used to identify, a particular individual, vehicle, asset, or Customer to any third party without the Customer's express written permission, except as described in this Privacy Policy or as compelled by law.

## 3.2 AssetWorks' Role

The Customer owns, and is the "business," "controller," or equivalent party with respect to, its Customer Data. AssetWorks processes Customer Data as a "service provider," "processor," or "contractor" (as those terms are defined under the California Consumer Privacy Act, as amended ("**CCPA**"), and other applicable U.S. state privacy laws), as an organization processing personal information on behalf of the Customer within the meaning of Canadian privacy laws, and as a "processor" under the UK General Data Protection Regulation ("**UK GDPR**"), in each case on behalf of, and in accordance with the documented instructions of, the Customer. The Agreement, including this Privacy Policy and the Customer's configuration and use of the Products and Services, constitutes the Customer's instructions to AssetWorks, including its instruction to De-identify and Anonymize Customer Data for the purposes described in Part IV unless the Customer opts out. AssetWorks will inform the Customer if, in its opinion, an instruction violates applicable law, and will notify the Customer if AssetWorks determines that it can no longer meet its obligations under applicable privacy law.

AssetWorks acts as an independent controller only with respect to (i) business-contact information about the Customer's representatives used for contracting, billing, and account management, which is governed by Part II; (ii) Service Data, to the limited extent described in Section 3.7; and (iii) Anonymized and Aggregated Data, which is not Personal Information.

### 3.3 Notice to Authorized Users, Drivers, Operators, and Employees

If you use AssetWorks Products and Services through your employer or another organization, or if you drive or operate a vehicle or equipment managed with AssetWorks Products and Services, **that organization (the Customer) controls the Customer Data about you**. The Customer decides what information is collected (for example, whether telematics and location features are enabled), who can see it, how long it is kept, and how it is used, including for any decisions about your employment. The Customer's own privacy notices and workplace policies govern that use. AssetWorks is not responsible for the privacy or security practices of its Customers, which may differ from those described in this Privacy Policy.

To ask questions about, access, correct, or delete Personal Information about you contained in Customer Data, please contact the Customer (typically your employer or the organization that operates the fleet). If you contact AssetWorks directly, we will refer you to the Customer and assist the Customer as described in Section 3.11.

### 3.4 Categories of Customer Data AssetWorks Processes

The specific Customer Data that AssetWorks processes depends on the Products and Services the Customer licenses, the modules and Hardware the Customer deploys, and how the Customer configures them. The following table describes the categories of Customer Data that AssetWorks may process and their typical sources:

| Category | Examples | Typical sources |
|---|---|---|
| Authorized User account data | Name, username, business e-mail address, telephone number, job title, department, role and permissions, and authentication credentials. | Customer administrators; Authorized Users; Customer identity-management systems (e.g., single sign-on). |
| Operator, driver, and employee data | Name, employee or operator identification number, driver's license number, class, and expiration date, certifications and training records, assigned vehicles, and fuel-authorization PINs or credentials. | Customer; Authorized Users; Customer human-resources or ERP systems integrated at the Customer's direction. |
| Vehicle and asset data | VIN, license plate number, unit or equipment number, make, model, year, department assignment, meter and odometer readings, and acquisition, warranty, and disposal records. | Customer; Authorized Users; Hardware; OEM and third-party data sources integrated at the Customer's direction. |
| Telematics and location data | GPS location, date and time stamps, speed, ignition status, idle time, engine diagnostic and fault codes, fuel level, and driving-behavior events (e.g., harsh braking or acceleration), as configured by the Customer. | Hardware; telematics providers and vehicle OEMs integrated at the Customer's direction. |
| Fuel transaction data | Fuel site, pump, date and time, fuel type and quantity, vehicle and operator identifiers, and fuel card or authorization-device identifiers. | Fuel-management Hardware; fuel card providers integrated at the Customer's direction. |
| Maintenance, parts, and inventory data | Work orders, repair and inspection history, preventive-maintenance schedules, technician labor records, parts usage, vendors, and inventory levels. | Customer; Authorized Users; vendor and parts-supplier integrations. |

| Category | Examples | Typical sources |
|---|---|---|
| Financial and cost data | Cost centers, chargeback and billing records, budgets, and purchase orders. | Customer; Authorized Users; Customer financial systems. |
| Mobile application data | Device identifiers, operating-system and application version, photographs and attachments uploaded by Authorized Users, and, where enabled by the Customer and permitted by the device, device location. | Authorized Users' mobile devices. |
| AI inputs and AI Outputs | Prompts, questions, and requests submitted to AI Features, and the AI Outputs generated in response. | Authorized Users; AI Features (where the Customer has opted in). |
| Support data | Support tickets, communications, screen shares, and files provided to AssetWorks support personnel. | Customer; Authorized Users. |

Certain information, such as driver's license numbers and other government-issued identifiers, may be useful for identification and compliance purposes, but is entered at the Customer's discretion. **AssetWorks recommends that Customers enter only the Personal Information that is necessary for their intended use of the Products and Services, and that Customers not enter Social Security or social insurance numbers, financial account numbers, health information, criminal justice information, or other sensitive information into the Products and Services unless a specific feature requires it, and the Agreement addresses it**.

### 3.5 How AssetWorks Uses Customer Data

AssetWorks uses Customer Data only as necessary to:

- Provide, host, operate, and maintain the Products and Services and Hardware for the Customer in accordance with the Agreement, including any AI Features the Customer has enabled;
- Establish and verify the identity of Authorized Users, perform necessary security verifications, and manage access permissions;
- Perform implementation, configuration, data conversion, integration, and training services requested by the Customer;
- Provide customer support and respond to the Customer's and Authorized Users' issues, questions, and requests;
- Detect, prevent, investigate, and respond to Security Incidents, fraud, errors, and other malicious or illegal activity;
- Maintain, repair, update, and improve the security, reliability, and performance of the Products and Services provided to the Customer;
- De-identify, Anonymize, and Aggregate Customer Data for use in the Program described in Part IV, unless the Customer has opted out;
- Comply with applicable laws, regulations, and court orders, and with the Customer's documented instructions; and
- Carry out any other purpose that the Customer directs or authorizes in writing.

AssetWorks processes no more Customer Data than is reasonably necessary under the circumstances and limits its access to Customer Data to authorized personnel who need such access to perform the purposes above.

### 3.6 What AssetWorks Does Not Do With Customer Data

AssetWorks does not, under any circumstances, sell, rent, lease, or loan Customer Data, or "share" Customer Data for cross-context behavioral advertising or targeted advertising, as those terms are defined under applicable law. In addition, unless the Customer expressly authorizes otherwise in writing, or as compelled by law, AssetWorks does not:

- Use Customer Data to market or advertise AssetWorks' or any third party's products or services to the Customer's Authorized Users, operators, drivers, or employees;
- Retain, use, or disclose Customer Data for any purpose other than the business purposes specified in the Agreement and this Privacy Policy, or outside of the direct business relationship between AssetWorks and the Customer;
- Combine Customer Data with Personal Information that AssetWorks receives from or on behalf of another person, or collects from its own interactions with individuals, except as permitted by applicable law;
- Disclose Customer Data that identifies, or could reasonably be used to identify, a particular individual, vehicle, asset, or Customer to other customers or to third parties, except to Subprocessors or at the Customer's direction as described in this Privacy Policy;
- Use identifiable Customer Data (as opposed to Program Data prepared as described in Part IV) to train, fine-tune, or develop artificial intelligence or machine-learning models that are made available to other customers or third parties;
- Permit any third-party AI model provider to use Customer Data to train or improve its own models; or
- Use Customer Data to make decisions about the Customer's operators, drivers, or employees. Any such decisions, including decisions informed by driving-behavior scores, utilization reports, AI Outputs, or similar outputs of the Products and Services, are made solely by the Customer.

### 3.7 Service Data

AssetWorks collects Service Data to provide, secure, support, and improve the Products and Services and Hardware. AssetWorks uses Service Data to (i) deliver the Products and Services and monitor their availability, capacity, and performance; (ii) diagnose and resolve technical problems and provide support; (iii) detect and prevent security threats, fraud, and abuse; (iv) monitor, maintain, and remotely update Hardware firmware and software; (v) verify license and subscription compliance and billing; (vi) improve the performance, reliability, and usability of the Products and Services; and (vii) comply with legal obligations. To the extent Service Data contains Personal Information or can be linked to a particular Customer, AssetWorks protects it with the same safeguards that apply to Customer Data, does not sell it, and discloses it only to Subprocessors and as otherwise described in this Privacy Policy. AssetWorks may Aggregate and Anonymize Service Data for internal reporting and for the Program described in Part IV, subject to the Customer's opt-out under Section 4.7.

### 3.8 How AssetWorks May Disclose Customer Data

AssetWorks may disclose Customer Data only as follows:

- **To Subprocessors** that AssetWorks engages to assist in providing the Products and Services, such as cloud hosting, data storage, communications, AI model, and support-ticketing providers. AssetWorks enters into written agreements with each Subprocessor that impose data protection and security obligations at least as protective as those in this Privacy Policy and the Agreement, including, for AI model providers, a prohibition on using Customer Data to train or improve their models. AssetWorks remains responsible for its Subprocessors' performance of those obligations. Some AssetWorks products use the Cloud Service Provider ('CSP') Azure, which would indicate the Azure environment as a Subprocessor. This is limited currently to AssetWorks customers hosted outside the United States. Otherwise, AssetWorks does not currently utilize Subprocessors. AssetWorks will provide the Customer with at least thirty (30) days' prior notice before engaging a new Subprocessor to process Customer Data, during which the Customer may object based on reasonable data protection grounds. If the Customer objects, AssetWorks and the Customer will work together in good faith to resolve the objection and, if they cannot, the Customer may terminate the affected Products and Services without penalty, as provided in the Agreement;
- **To AssetWorks affiliates and subsidiaries** that assist in providing the Products and Services, which are bound by the same obligations as AssetWorks;
- **To third parties at the Customer's direction**, such as telematics providers, fuel card providers, OEMs, ERP or financial systems, and other integrations that the Customer enables or authorizes. The Customer's use of such third-party services is governed by the Customer's agreements with those third parties;
- **As compelled by law.** If AssetWorks receives a subpoena, court order, warrant, or other legal demand for Customer Data, AssetWorks will, unless legally prohibited, promptly notify the Customer and provide a copy of the demand so that the Customer may seek a protective order or other remedy, will reasonably cooperate with the Customer, and will disclose only the Customer Data that it is legally required to disclose; and
- **In a corporate transaction.** In the event of a merger, acquisition, bankruptcy, sale of all or substantially all of AssetWorks' relevant assets, or similar transaction, Customer Data may be transferred to the successor or acquiring party, provided that the successor's use of Customer Data remains subject to this Privacy Policy and the Agreement. AssetWorks will notify affected Customers of any such transfer.

**Public records requests.** Where the Customer is a public entity, Customer Data is the record of the Customer. If AssetWorks receives a request under a public records, freedom-of-information, or access-to-information law for Customer Data, AssetWorks will refer the requester to the Customer and promptly notify the Customer and will not respond to the request directly except as required by law.

### 3.9 Location, Telematics, Hardware & Mobile Applications

Certain Products and Services and Hardware collect location and vehicle-performance data from vehicles and equipment. The Customer determines whether these features are enabled, which vehicles and assets they apply to, the frequency of data collection, the Authorized Users who may view the data, and, to the extent the Products and Services allow, how long the data is retained. AssetWorks processes location and telematics data only to provide the Products and Services to the Customer and, in De-identified or Anonymized form with precise location generalized, for the Program described in Part IV. Because location

data associated with an identifiable operator or driver may constitute Sensitive Personal Information under applicable law, AssetWorks protects such data with appropriate access controls and encryption.

Hardware may transmit Service Data, such as device health, connectivity, and firmware version, to AssetWorks so that AssetWorks can monitor, maintain, and remotely update the Hardware. AssetWorks applies security updates to Hardware firmware and software where available and as described in the Agreement. AssetWorks mobile applications request device permissions (such as location, camera, and storage) only when needed for features the Customer has enabled, and Authorized Users can manage those permissions through their device settings, subject to the Customer's policies.

### 3.10 Customer Responsibilities

Because the Customer controls what Customer Data is entered into and collected by the Products and Services, the Customer is responsible for:

- Providing any notices to, and obtaining any consents from, its Authorized Users, operators, drivers, employees, and other individuals that are required by applicable law, including laws governing employee electronic monitoring, vehicle tracking, and the collection of location data (for example, U.S. state electronic-monitoring notice laws, Ontario's written electronic-monitoring policy requirement, and UK employment-monitoring requirements), and including notice of the Customer's participation in the Program described in Part IV where required;
- Ensuring that it has a lawful basis to collect Customer Data and to instruct AssetWorks to process it;
- Configuring the Products and Services, including user roles, permissions, AI Feature settings, and data-retention settings, in a manner appropriate to its needs and legal obligations;
- Conducting any privacy impact assessments, data protection impact assessments, or AI risk assessments that the Customer is required to perform with respect to its use of the Products and Services;
- Maintaining the confidentiality of Authorized User credentials and promptly notifying AssetWorks of any suspected unauthorized access; and
- Responding to requests from individuals regarding their Personal Information, as described below.

### 3.11 Individual Privacy Requests

If AssetWorks receives a request from an individual to access, correct, delete, or exercise other rights with respect to Personal Information contained in Customer Data, AssetWorks will promptly forward the request to the applicable Customer, will not respond to the request except as directed by the Customer or required by law, and will provide the Customer with reasonable assistance, taking into account the nature of the processing, to enable the Customer to respond within the time required by law.

### 3.12 Data Location

AssetWorks hosts Customer Data for its cloud-based Products and Services in data centers located in the United States for U.S. Customers; Canada for Canadian Customers; and the United Kingdom for UK Customers, unless otherwise agreed in the Agreement. AssetWorks, its affiliates, and its Subprocessors may access Customer Data from other countries (for example, to provide follow-the-sun support), subject to the safeguards described in Section 6.2. AssetWorks will not transfer Customer Data (including by remote access) outside of the country in which it is hosted except as permitted by the Agreement and applicable law and, where required, subject to appropriate safeguards. Where a Customer is subject to

statutory data-residency or foreign-access restrictions (for example, Nova Scotia's Personal Information International Disclosure Protection Act, or restrictions applicable to certain U.S. public-sector or criminal-justice data), AssetWorks will comply with the residency and access commitments set out in the Agreement. For Products and Services that the Customer hosts on its own premises, the Customer controls the location and security of its environment, and AssetWorks accesses Customer Data only as authorized by the Customer to provide support.

### 3.13 Security Incident Notification

AssetWorks will notify the Customer without undue delay, and in any event within seventy-two (72) hours, after AssetWorks becomes aware of a Security Incident, or within any shorter period required by the Agreement or applicable law. The notice will describe, to the extent then known, the nature of the Security Incident, the categories and approximate volume of Customer Data affected, the measures AssetWorks has taken or proposes to take to address it, and a point of contact. AssetWorks will provide updates as additional information becomes available, take reasonable steps to contain, investigate, and remediate the Security Incident, and reasonably cooperate with the Customer in meeting the Customer's obligations to notify affected individuals, regulators, or others. Unless otherwise required by law or agreed in the Agreement, the Customer will determine whether and how to notify affected individuals.

### 3.14 Retention, Return & Deletion

AssetWorks retains Customer Data for the term of the Agreement and in accordance with the Customer's configuration of the Products and Services. Upon expiration or termination of the Agreement, AssetWorks will, at the Customer's election made within thirty (30) days after expiration or termination, make the Customer Data available to the Customer for export in a commonly used format, and will thereafter delete or destroy the Customer Data in its possession or control within ninety (90) days after the end of that thirty (30)-day period, unless retention is required by law or the Agreement. Customer Data contained in backup systems will be deleted in the ordinary course of AssetWorks' backup rotation in any event within thirty (30) days locally, ninety (90) days archived after deletion from production systems. Customer Data will remain in the United States and be subject to this Privacy Policy until deleted. Upon the Customer's written request, AssetWorks will certify in writing that such deletion has occurred. AssetWorks may retain Program Data and Aggregated Data as described in Part IV.

### 3.15 Assessments & Audits

Upon the Customer's reasonable written request, and subject to appropriate confidentiality obligations, AssetWorks will make available information reasonably necessary to demonstrate its compliance with this Privacy Policy and applicable privacy laws, which may include responses to security questionnaires, summaries of independent third-party assessments, and a description of the de-identification and anonymization controls described in Part IV. AssetWorks will also provide reasonable assistance to the Customer in conducting any privacy, data protection, or AI risk assessments that the Customer is required to perform under applicable law with respect to its use of the Products and Services. Any on-site audits shall be conducted as provided in the Agreement or, where the Agreement does not address audits and applicable law (such as Article 28(3)(h) of the UK GDPR) requires them, on reasonable advance written notice, during normal business hours, subject to confidentiality obligations, and no more than once in any twelve (12)-month period except following a Security Incident or at the request of a regulator.

### 3.16 Preview and Beta Features

AssetWorks may offer preview, pilot, early-access, or beta features ("**Previews**") so that Customers can evaluate them and provide feedback. Previews may collect additional Service Data or feedback, may provide fewer configuration options, and may be subject to different terms. If a Preview processes Customer Data in a manner that differs materially from this Privacy Policy, AssetWorks will describe those differences in the applicable Preview terms or documentation before the Customer enables it. Participation in a Preview that uses AI to access Customer Data remains subject to the opt-in requirement in Section 4.3.

### 3.17 Children

The Products and Services are intended for use by businesses and public entities and their adult Authorized Users, and are not directed to children. AssetWorks does not knowingly collect Personal Information from children under the age of thirteen (13), and Customers should not permit persons under the age of eighteen (18) to use the Products and Services except as permitted by applicable law.

# PART IV – CUSTOMER DATA & ARTIFICIAL INTELLIGENCE

## 4.1 Our Approach

AssetWorks believes that artificial intelligence can help fleet and asset managers predict failures before they happen, schedule maintenance more efficiently, forecast parts and fuel demand, plan vehicle and equipment replacement, and make faster, better-informed decisions. Building those capabilities responsibly requires two things: data that reflects how fleets and assets actually operate, and firm limits that keep each Customer in control of its own information. Part IV explains how AssetWorks balances those needs. It applies to all Products and Services and supplements Part III.

## 4.2 Three Ways AssetWorks Uses Customer Data

AssetWorks uses Customer Data in three distinct ways, each with different safeguards and different Customer choices:

| Category | What it is | Data used | Customer choice |
|---|---|---|---|
| **1. Service delivery** (Part III) | Providing, supporting, securing, and maintaining the Products and Services for the Customer. | Identifiable Customer Data, used only for that Customer. | Inherent in the Agreement. |
| **2. In-product AI Features** (Section 4.3) | AI Features and AI Agents that analyze a Customer's own Customer Data and return AI Outputs to that Customer (for example, "Analyze my Work Order" or work-order recommendations). | Identifiable Customer Data, used only for that Customer, with no commingling. | **Opt-in.** Off unless the Customer affirmatively enables it. |
| **3. Product Improvement & AI Development Program** (Section 4.4) | Improving existing products and developing new products, features, analytics, benchmarks, and AI models that benefit all Customers. | Only De-identified, Anonymized, or Aggregated data, prepared under the standards in Section 4.5. | **Opt-out.** Included unless the Customer opts out (Section 4.7). |

## 4.3 In-Product AI Features (Opt-In)

AI Features that access a Customer's identifiable Customer Data are disabled by default. They operate only after the Customer completes an affirmative opt-in, by executing the AI Opt-In Exhibit attached as Exhibit A, enabling the feature in the Products' administrative console in accordance with Section A.6 of Exhibit A, or providing written notice to AssetWorks, and only for the designated purposes described in the AI Opt-In Exhibit or product documentation. When a Customer opts in:

1. **Purpose limitation.** AI Features access Customer Data solely to perform the designated purposes for that Customer, such as analyzing work orders, generating service-request and work-order recommendations, summarizing records, and answering Authorized Users' questions about the Customer's own data.
2. **No commingling.** Customer Data accessed by an AI Feature, and any intermediate data derived from it, is logically or physically segregated from the data of every other AssetWorks customer. AssetWorks does not pool or combine one Customer's data with another's for processing by an AI Feature.

3. **AI Outputs belong to the Customer.** AI Outputs are Customer Data. They are not shared with or made available to any other customer, not blended with AI Outputs derived from any other customer's data, and not used to train, fine-tune, or improve any model shared across customers, without the Customer's prior written consent.
4. **No training of third-party models.** Where an AI Feature uses a model provided by a third party (for example, a large language model hosted by a cloud provider), that provider acts as a Subprocessor, processes Customer Data only to generate responses for the Customer, and is contractually prohibited from using Customer Data, prompts, or AI Outputs to train or improve its models. AssetWorks will identify such providers in its Subprocessor list.
5. **Retention.** Intermediate processing data (such as cached prompts, retrieved context, and embeddings) is retained only as necessary to fulfill the designated purposes or as set out in the Agreement and is deleted within five (5) business days after purpose fulfillment, revocation of the opt-in, or termination of the Agreement. AI inputs and AI Outputs that are saved to the Customer's records are Customer Data and are retained, returned, and deleted in accordance with Section 3.14.
6. **Revocation.** A Customer may revoke its opt-in at any time. AssetWorks will disable AI Feature access to that Customer's Customer Data within five (5) business days of revocation.
7. **Human judgment.** AI Outputs are generated by statistical models and may be incomplete, inaccurate, or out of date. AI Features are designed to support — not replace — the professional judgment of the Customer's Authorized Users, who should review AI Outputs before relying on them. AI-generated content is identified as such within the Products and Services.

If the AI Opt-In Exhibit or the Agreement contains more specific terms regarding a particular AI Feature, those terms control with respect to that AI Feature.

### 4.4 Product Improvement & AI Development Program (Opt-Out)

Unless a Customer opts out as described in Section 4.7, AssetWorks may De-identify, Anonymize, and Aggregate Customer Data and Service Data in accordance with Section 4.5 (the resulting data, "**Program Data**") and use Program Data in its Product Improvement & AI Development Program (the "**Program**"). The Program enables AssetWorks to:

- improve the performance, reliability, accuracy, usability, and security of existing Products and Services;
- develop new products, services, features, and modules for fleet management, enterprise asset management, fuel management, and related markets;
- design, train, fine-tune, test, validate, and monitor AI and machine-learning models — for example, models that predict component failures and remaining useful life, recommend preventive-maintenance intervals, forecast parts and fuel consumption, detect fuel anomalies and potential fraud, classify work orders and repair codes, and support vehicle and equipment replacement planning;
- create Aggregated industry benchmarks, indices, and insights (for example, average maintenance cost per mile by vehicle class and region) that Customers can use to compare their operations with peer fleets; and
- conduct research and analysis regarding fleet, asset, and infrastructure management practices.

**What the Program never uses.** Regardless of Customer participation, AssetWorks does not use the following in the Program:

- Customer Data in identifiable form, or any data from which the direct identifiers listed in Section 4.5 have not been removed or masked;
- Sensitive Personal Information, including driver's license numbers and other government-issued identifiers;
- Free-text fields (such as work-order notes and comments), photographs, documents, and other attachments, unless they have first been processed through automated redaction tools that remove Personal Information and Customer-identifying information and the output has been validated;
- AI inputs and AI Outputs generated by AI Features under Section 4.3, unless the Customer separately consents in writing;
- Customer Data of any Customer that has opted out, from the effective date of its opt-out, or of any Customer that is required to opt in under Section 4.7 and has not done so; and
- Customer Data that the Agreement identifies as subject to special legal restrictions (for example, criminal justice information, protected health information, or export-controlled or classified data).

### 4.5 De-identification and Anonymization Standards

Before any Customer Data or Service Data is used in the Program, or is otherwise incorporated into any dataset, model, benchmark, analytic, or output that is used beyond the originating Customer, AssetWorks De-identifies or Anonymizes it. At a minimum, AssetWorks:

1. masks or truncates full VINs so that a complete VIN is not exposed. For vehicles in North America, the seventeen (17) characters of each VIN are masked or truncated to reveal only characters 1, 2, 3, 4, 5, 6, 7, 8, 10, and 11; characters 9, 12, 13, 14, 15, 16, and 17 are removed or replaced with an "X" to read: **1-2-3-4-5-6-7-8-X-10-11-X-X-X-X-X-X**. This preserves manufacturer, model, model-year, and assembly-plant information useful for engineering analysis while removing the check digit and production sequence number that uniquely identify a vehicle. VINs or chassis numbers in other formats are masked to an equivalent standard;
2. removes driver's license numbers and other government-issued identifiers;
3. removes operator, driver, technician, employee, and other individual names, employee and operator identification numbers, usernames, and fuel-authorization PINs and credentials;
4. removes license plate numbers, unit and equipment numbers, asset tags, serial numbers, and fuel card and authorization-device identifiers;
5. removes street addresses, telephone numbers, e-mail addresses, and similar contact information;
6. removes Customer names and account identifiers, and replaces any identifiers needed for analysis with random tokens that are not derived from the original values. Any key linking tokens to a Customer is stored separately, subject to strict access controls, and is not used for re-identification except to honor a Customer's opt-out;

7. removes or generalizes precise location data — for example, by limiting location to the city, county, or first three characters of a postal code (or the outward code of a UK postcode), or to a grid of no less than two (2) square kilometers — and removes or generalizes routes, trip origins and destinations, and fuel-site and facility locations that could reasonably be used to identify an individual, vehicle, asset, or Customer, and, where a postal-code area or grid cell contains fewer than twenty thousand (20,000) residents, generalizes the location to a larger area that meets that threshold;
8. generalizes or perturbs dates and time stamps where necessary to prevent re-identification; and
9. removes or suppresses any other identifiers, rare values, or outliers that, alone or in combination, could reasonably be used to identify a particular individual, vehicle, asset, or Customer.

**Aggregation thresholds.** Aggregated Data that is made available outside AssetWorks, including benchmarks presented to other Customers, is prepared at a level of aggregation designed to prevent identification of any individual, vehicle, asset, or Customer. AssetWorks will not publish or disclose an Aggregated value unless it is derived from at least five (5) Customers and at least five (5) assets and no single Customer accounts for more than fifty percent (50%) of the underlying records, and will suppress or combine categories that do not meet these thresholds.

**Higher standard for Canada and the United Kingdom.** Under Canadian and UK law, information that has merely been de-identified or pseudonymized may still be Personal Information. Accordingly, Customer Data originating from Customers or individuals in Canada or the United Kingdom is used in the Program only after it has been Anonymized to the standard required by applicable law — including, for Québec, the Regulation respecting the anonymization of personal information, and for the United Kingdom, the anonymization guidance of the Information Commissioner's Office — or after it has been Aggregated so that it is no longer Personal Information. AssetWorks does not retain a token key or other means of linking such Anonymized data to the originating Customer or to any individual; accordingly, the token-key provisions of Sections 4.5(6), 4.6, and 4.7 do not apply to that data, and an opt-out by a Canadian or UK Customer applies prospectively only.

**Risk assessment and testing.** Before a new Program dataset or model is used, and at least annually thereafter, AssetWorks assesses the risk of re-identification, considering the data, the context of use, the recipients, and the means reasonably likely to be used to re-identify (including by a "motivated intruder" with access to other available information). AssetWorks documents these assessments and the techniques applied. Models trained on Program Data are evaluated for the risk that they memorize or reproduce record-level information. AssetWorks may engage an independent expert to evaluate its de-identification and anonymization methods.

**No re-identification.** AssetWorks does not attempt to re-identify Program Data, except as permitted by law solely to test the adequacy of its de-identification measures; takes reasonable technical and organizational measures to prevent re-identification; and contractually obligates any recipient of De-identified information to refrain from attempting to re-identify it and to impose the same obligation on any onward recipients.

**Unmasked data stays with the Customer.** Complete and unmasked Customer Data, including full VINs, driver's license numbers, and operator names, is retained and used only as necessary to provide, support, and deliver the Products and Services to the originating Customer, or as otherwise directed or authorized by that Customer or required by law. It is not made available to other customers or to third parties for the development of, or as part of, other products or services.

### 4.6 How Program Data Is Protected and Shared

- **Access controls.** Program Data is maintained in environments that are logically separated from production Customer Data, and access is limited to AssetWorks personnel and Subprocessors with a need to know who are bound by confidentiality obligations.
- **No sale of record-level data.** AssetWorks does not sell, license, or otherwise disclose record-level Program Data to third parties for their own use. AssetWorks may disclose Program Data to its affiliates and Subprocessors that assist AssetWorks with the Program, subject to written obligations consistent with this Part IV.
- **Aggregated insights.** AssetWorks may make Aggregated Data (such as benchmarks, indices, and industry reports) available to Customers, prospective customers, and the public, provided it does not identify, and cannot reasonably be used to identify, any individual, vehicle, asset, or Customer.
- **No use against individuals or Customers.** Program Data is not used to identify, profile, market to, or make decisions about any individual, or to evaluate the performance of any identifiable Customer.
- **Ownership.** As between AssetWorks and the Customer, and subject to the Agreement, the Customer retains ownership of its Customer Data, and AssetWorks owns Program Data in Anonymized and Aggregated form and the models, products, and improvements developed in the Program, none of which contain Customer Data in identifiable form.
- **Retention.** Anonymized and Aggregated Program Data and models trained on Program Data may be retained indefinitely. De-identified Program Data that remains linkable to a Customer through a token key maintained by AssetWorks is retained only for as long as reasonably necessary for the Program and in any event no longer than three (3) years.

### 4.7 Your Choice: How to Opt Out of the Program

Participation in the Program is a Customer-level choice. Because the Customer controls its Customer Data, an opt-out must be submitted by the Customer's authorized representative (for example, its contract administrator or system administrator). Authorized Users, drivers, and employees who have questions about the Program should contact the Customer, as described in Section 3.3.

**How to opt out.** A Customer may opt out of the Program at any time by submitting the Program Election Form attached as Exhibit B, or by:

1. sending an e-mail to **privacy@assetworks.com** with the subject line "**Program Opt-Out**," identifying the Customer's legal name and the AssetWorks products in use; or
2. making the opt-out election in its order form, quote, or Agreement at the time of contracting or renewal.

**Effect of opting out.** AssetWorks will confirm the opt-out in writing and, within thirty (30) days after receiving it, will stop adding the Customer's Customer Data and Service Data to the Program. Within ninety (90) days, AssetWorks will delete any De-identified Program Data that remains linkable to the Customer through a token key maintained by AssetWorks.

**What an opt-out cannot reverse.** Because Anonymized and Aggregated Data cannot be traced back to any Customer, an opt-out does not require, and AssetWorks cannot perform, the removal of Anonymized or Aggregated Data already incorporated into datasets, benchmarks, or trained models before the opt-out took effect.

**No penalty.** Opting out does not affect the price, support, or service levels of the Products and Services. Features that depend on reciprocal participation, such as peer benchmarking, may be unavailable to Customers that opt out. A Customer that has opted out may opt back in at any time by written notice.

**Customers that participate only by opt-in.** The Program is opt-in, rather than opt-out, for any Customer whose Agreement so provides and for the following categories of Customers: public bodies in Canada; public-sector bodies in the United Kingdom and Ireland; and Customers that host the Products and Services on their own premises; U.S. state and local government Customers; and Customers located in Québec. AssetWorks will not include such Customers' data in the Program unless the Customer affirmatively elects to participate in writing (for example, using the Program Election Form attached as Exhibit B).

**Advance notice of new uses.** If AssetWorks intends to use Program Data for a purpose that is materially different from the purposes described in Section 4.4, AssetWorks will provide participating Customers with at least thirty (30) days' prior written notice and an opportunity to opt out before the new use begins.

### 4.8 Responsible AI Governance

AssetWorks governs its development and use of AI through a written Artificial Intelligence Use Policy aligned with the NIST Artificial Intelligence Risk Management Framework (AI RMF 1.0) and its Generative AI Profile, administered by the AssetWorks AI Committee, which includes senior representatives from AssetWorks' information technology, legal, and product management functions. Under that framework, AssetWorks:

- **Govern** — requires AI Committee review and documented approval before any AI tool or AI Feature is used with Customer Data, and maintains a low risk tolerance for AI uses involving Customer Data or Personal Information;
- **Map** — documents each AI Feature's intended purpose, data categories, users, benefits, and foreseeable risks before deployment, and evaluates the security, privacy, contractual, and intellectual-property terms of any third-party AI provider;
- **Measure** — tests AI Features and models for accuracy, reliability, robustness, security vulnerabilities, and harmful bias before release and on an ongoing basis; and
- **Manage** — assigns accountable owners, monitors AI Features in production, maintains an AI incident-response process (including suspension of an AI Feature where warranted), and reviews its AI policy at least annually.

AssetWorks seeks to design its AI Features to be valid and reliable, safe, secure and resilient, accountable and transparent, explainable and interpretable, privacy-enhanced, and fair with harmful bias managed — the characteristics of trustworthy AI identified by NIST. AssetWorks personnel may use approved enterprise AI tools in providing support and services; those tools are subject to the same AI Committee approval and are configured so that Customer Data is not used to train the tool provider's models.

### 4.9 Automated Decision-Making

AssetWorks does not use AI Features, Program Data, or Customer Data to make decisions about individuals that produce legal or similarly significant effects, such as decisions regarding employment, discipline, compensation, or access to services. Where a Customer uses AI Outputs, driving-behavior scores, or other outputs of the Products and Services in connection with such decisions, the Customer is the decision-maker and is responsible for providing meaningful human review and any notices, explanations, opt-outs, appeals, or risk assessments required by U.S. state, Canadian (including Québec), and UK laws governing automated decision-making and AI. Upon request, AssetWorks will provide reasonable information about the logic

and data inputs of AI Features to assist the Customer in meeting those obligations. To the extent applicable law imposes obligations on AssetWorks as the developer or provider of an AI Feature (for example, state laws regulating automated decision-making technology or high-risk AI systems), AssetWorks will provide the documentation and disclosures that such laws require developers to provide to deployers.

### 4.10 Legal Basis for the Program

For Customers and individuals in the **United States**, AssetWorks' processing of Customer Data to De-identify it, and to build and improve the quality of the services it provides, is processing that AssetWorks performs as a service provider or contractor on the Customer's documented instructions, as permitted under the CCPA and comparable state laws, and De-identified information maintained as described in this Privacy Policy is not Personal Information under those laws. For Customers and individuals in **Canada** and the **United Kingdom**, the Customer, as controller, instructs AssetWorks through the Agreement to Anonymize Customer Data for the Program; Anonymized and Aggregated Data is not Personal Information and falls outside the scope of Canadian and UK privacy law. The act of Anonymizing Personal Information is itself processing of Personal Information; AssetWorks performs it as a processor on the Customer's documented instructions, and the Customer is responsible for identifying a lawful basis for that processing (in the United Kingdom, typically legitimate interests) and, in Canada, for ensuring that the use is consistent with the purposes for which the information was collected and with any applicable consent requirements, including the conditions for anonymization under Québec law. Each Customer is responsible for assessing whether its participation in the Program is consistent with the notices it has provided to, and any consents it has obtained from, its personnel, and may opt out at any time.

# PART V – YOUR PRIVACY RIGHTS & REGIONAL DISCLOSURES

## 5.1 Which Rights Apply

The rights described in Part V apply to Personal Information that AssetWorks processes as a controller under Part II. If your Personal Information is contained in Customer Data, the Customer controls that information; please direct your request to the Customer, and AssetWorks will assist the Customer as described in Section 3.11. Whatever your location, you may contact AssetWorks at any time with a privacy question or concern, and we will respond within thirty (30) days, or any shorter period required by law.

## 5.2 United States

Depending on where you live – for example, if you reside in California, Colorado, Connecticut, Delaware, Indiana, Iowa, Kentucky, Maryland, Minnesota, Montana, Nebraska, New Hampshire, New Jersey, Oregon, Rhode Island, Tennessee, Texas, Utah, Virginia, or another state with a comprehensive consumer privacy law as it takes effect — you may have some or all of the following rights with respect to your Personal Information, subject to verification of your identity and to the exceptions and limitations provided by law:

1. **Right to know and access** — to request confirmation of whether we process your Personal Information and to access the categories and specific pieces of Personal Information we have collected about you, the categories of sources from which it was collected, the business or commercial purposes for collecting, selling, or sharing it, and the categories of third parties to whom we have disclosed it.
2. **Right to a list of third parties** — where provided by applicable law, to obtain a list of the specific third parties (or categories of third parties) to which we have disclosed your Personal Information.
3. **Right to delete** — to request that we delete Personal Information we have collected from or about you.
4. **Right to correct** — to request that we correct inaccurate Personal Information we maintain about you.
5. **Right to data portability** — to obtain a copy of your Personal Information in a portable and, to the extent technically feasible, readily usable format.
6. **Right to opt out** — to opt out of the sale or sharing of your Personal Information, of targeted advertising, and of profiling in furtherance of decisions that produce legal or similarly significant effects. You may exercise this right by clicking the "**Your Privacy Choices**" or "**Do Not Sell or Share My Personal Information**" link in the footer of the Website, by adjusting your Cookie Settings, by enabling GPC in your browser, or by contacting us as described below.
7. **Right to limit the use of Sensitive Personal Information** — AssetWorks uses Sensitive Personal Information only for purposes that are permitted by law without offering a right to limit, such as account authentication and security.
8. **Right to non-discrimination** — we will not discriminate or retaliate against you for exercising any of these rights, including by denying you goods or services or providing you a different level or quality of service. AssetWorks does not offer financial incentives in exchange for the collection, retention, or sale of Personal Information.
9. **Right to appeal** — if we decline to act on your request, you may appeal our decision by replying to our response or by e-mailing privacy@assetworks.com with the subject line "Privacy Request

Appeal." We will respond to your appeal within the time required by law. If we deny your appeal, you may contact the Attorney General (or other designated privacy regulator) of your state of residence.

**How to exercise your rights.** You may submit a request by calling us toll-free at 1-800-900-8152 or by E-mailing privacy@assetworks.com. You may also designate an authorized agent to submit a request on your behalf, subject to our verification of the agent's authority and, where permitted by law, verification of your identity directly with us. We will not require you to create an account to submit a request. To verify your request, we will ask you to provide information that matches the information we already maintain about you, and we will use any information you provide solely to verify and process your request. We will confirm receipt of your request within ten (10) business days and respond within forty-five (45) calendar days of receipt, subject to an extension of up to an additional forty-five (45) calendar days where reasonably necessary and permitted by law, of which we will notify you along with the reason for the extension. We will process opt-out requests as soon as feasibly possible, and no later than fifteen (15) business days after receipt.

**California "Shine the Light."** California Civil Code Section 1798.83 permits California residents to request certain information regarding our disclosure of Personal Information to third parties for their own direct-marketing purposes. AssetWorks does not disclose Personal Information to third parties for their own direct-marketing purposes.

**Nevada.** Nevada residents may submit a request directing us not to sell certain covered information. Although AssetWorks does not sell covered information as defined under Nevada law, you may submit such a request by e-mailing privacy@assetworks.com.

### 5.3 Canada

AssetWorks complies with the Personal Information Protection and Electronic Documents Act ("**PIPEDA**") and, where applicable, Alberta's and British Columbia's Personal Information Protection Acts and Québec's Act respecting the protection of personal information in the private sector (as amended by Law 25), together with any successor legislation.

**Accountability.** AssetWorks has designated a Privacy Officer who is responsible for AssetWorks' compliance with Canadian privacy law, including as the person in charge of the protection of personal information for purposes of Québec law. The Privacy Officer's title and contact information are set out in Section 6.6. AssetWorks has also adopted governance policies and practices regarding Personal Information, including a framework for its retention and destruction, the roles and responsibilities of personnel, and a process for handling complaints, as required by Québec law; a summary is attached as Exhibit D and is also available from the Privacy Officer. See Section 6.6.

**Consent.** We collect, use, and disclose Personal Information under Part II with your knowledge and consent, which may be express or implied depending on the sensitivity of the information and your reasonable expectations, except where otherwise permitted or required by law. You may withdraw your consent at any time, subject to legal or contractual restrictions and reasonable notice; we will inform you of the likely consequences of withdrawal.

**Your rights.** Subject to limited exceptions, you have the right to access the Personal Information we hold about you, to challenge its accuracy and completeness and have it amended, to be informed of how it has been used and to whom it has been disclosed, to withdraw consent, and, where applicable, to data portability. If you reside in Québec, you also have the right to be informed when a decision is made about you exclusively through automated processing, to request that we cease disseminating your Personal

Information or de-index any hyperlink attached to your name in certain circumstances, and to receive computerized Personal Information in a structured, commonly used technological format. We will respond to your request within thirty (30) days, or within any extended period permitted by law of which we notify you.

**Processing outside Canada.** AssetWorks and its service providers may store and process Personal Information in the United States and other jurisdictions outside Canada (and, for residents of Québec, outside Québec). While in another jurisdiction, Personal Information may be accessible to the courts, law-enforcement, and national-security authorities of that jurisdiction in accordance with its laws. Before transferring Personal Information outside Québec, AssetWorks conducts the privacy impact assessment required by Québec law. You may obtain information about our policies and practices with respect to service providers outside Canada by contacting our Privacy Officer.

**Complaints.** If you have a concern about our privacy practices, please contact our Privacy Officer first so that we can try to resolve it. You may also file a complaint with the Office of the Privacy Commissioner of Canada, or, as applicable, the Office of the Information and Privacy Commissioner of Alberta or British Columbia or the Commission d'accès à l'information du Québec.

### 5.4 United Kingdom

**Controller.** For Personal Information processed under Part II, the controller is the AssetWorks entity with which you interact. For individuals in the United Kingdom, this will generally be AssetWorks Fleet Solutions Limited – Company Number 15298579, registered office Brook Suite, Ground Floor, Bewley House, Marshfield Road, Chippenham SN15 1JW; or Lightbulb Analytics Limited Company Number 01843754, registered office Charlotte House, Stanier Way, The Wyvern Business Park, Derby DE21 6BF; depending on the business with which you interact. Where AssetWorks Inc. and a UK AssetWorks entity jointly determine the purposes and means of processing for Website and marketing activities, they act as joint controllers under an arrangement that meets the requirements of Article 26 of the UK GDPR, the essence of which is set out in Exhibit E. AssetWorks Fleet Solutions Limited acts as the UK representative of AssetWorks Inc. for purposes of Article 27 of the UK GDPR. For Customer Data, the Customer is the controller and AssetWorks is a processor.

**Legal bases.** We process Personal Information under Part II on the following legal bases under the UK GDPR:

| Purpose | Legal basis |
|---|---|
| Operating and securing the Website and customer portal; responding to inquiries; providing quotes and demonstrations | Performance of a contract or steps taken at your request before entering a contract; legitimate interests in operating a secure website and responding to business inquiries. |
| Managing Customer, reseller, and supplier relationships | Performance of a contract; legitimate interests in managing our business relationships. |
| Processing event and training registrations; recording customer-service calls, webinars, and virtual meetings; customer-satisfaction surveys | Performance of a contract (registrations); legitimate interests in quality assurance, training, record-keeping, and improving our services; consent where required by law (including for certain recordings). |
| Business-to-business marketing to corporate contacts | Legitimate interests in promoting our products and services to organizations, subject to your absolute right to object; consent where required by the Privacy and Electronic Communications Regulations. |

| Purpose | Legal basis |
|---|---|
| Analytics cookies used solely for statistical purposes | Legitimate interests, subject to your right to object through Cookie Settings. |
| Advertising and functional cookies | Consent. |
| Security, fraud prevention, and legal compliance | Legal obligation; legitimate interests (including, where applicable, recognized legitimate interests under the UK GDPR). |
| Establishing, exercising, or defending legal claims | Legitimate interests. |

**Your rights.** You have the right to access your Personal Information; to have inaccurate information rectified; to have information erased; to restrict or object to processing (including an absolute right to object to direct marketing); to data portability; to withdraw consent at any time without affecting the lawfulness of prior processing; and not to be subject to certain decisions based solely on automated processing. We will respond to requests within one (1) month, which may be extended by up to two (2) further months for complex requests, as permitted by law, and will conduct reasonable and proportionate searches for information in response to access requests.

**International transfers.** We transfer Personal Information from the United Kingdom to the United States and other countries. Where a transfer is not to a country covered by UK adequacy regulations, we rely on the UK International Data Transfer Agreement or the UK Addendum to the EU Standard Contractual Clauses or, where the recipient has self-certified, the UK Extension to the EU-U.S. Data Privacy Framework, together with supplementary measures where appropriate. You may request a copy of the relevant safeguards by contacting us.

**Complaints.** If you wish to complain about our processing of your Personal Information, please contact us first using the contact details in Section 6.6. We will acknowledge your complaint within thirty (30) days of receipt, take appropriate steps to investigate it without undue delay, keep you informed of progress, and inform you of the outcome without undue delay. You also have the right to lodge a complaint with the Information Commissioner's Office (ico.org.uk).

### 5.5 Other Jurisdictions

If you are located in the European Economic Area, Switzerland, Australia, or another jurisdiction with data protection laws, you may have rights similar to those described above. For individuals in the European Economic Area and Switzerland, we rely on legal bases corresponding to those described in Section 5.4 and on the European Commission's Standard Contractual Clauses (or the Swiss equivalent) or another lawful transfer mechanism for international transfers. You may exercise your rights by contacting us as described in Section 6.6, and you may lodge a complaint with the data protection authority in your jurisdiction.

# PART VI – SECURITY, CHANGES, CONTACT & LEGAL TERMS

## 6.1 Security

AssetWorks maintains a written information security program that includes administrative, physical, and technical safeguards designed to protect Personal Information and Customer Data against loss, misuse, and unauthorized access, disclosure, alteration, and destruction, including during disposal. These safeguards include, as appropriate to the information and the Products and Services: encryption of data in transit and, for hosted Customer Data, at rest using industry-standard protocols; role-based access controls based on the principle of least privilege; multi-factor authentication for administrative and remote access; logical separation of each Customer's data in hosted environments; logging and monitoring of access to systems; vulnerability management and periodic penetration testing; secure software-development practices that incorporate security and privacy by design and by default; background checks for personnel with access to Customer Data, where permitted by law; and business continuity and disaster recovery planning. AssetWorks maintains a SOC 2 Type II report (or comparable independent assessment) for its hosted Products and Services, a summary of which is available to Customers upon request and subject to confidentiality.

AssetWorks limits access to Personal Information and Customer Data to authorized personnel who need it to perform their job duties, who are bound by confidentiality obligations, and who receive training regarding privacy, information security, and responsible AI use. Any misuse of Personal Information or Customer Data by AssetWorks personnel or service providers will be treated as a serious matter, which may result in disciplinary or contractual action, up to and including termination and legal action. Although we use industry-standard technology to protect information, no method of transmission over the internet or method of electronic storage is completely secure, and AssetWorks cannot guarantee absolute security. If you have reason to believe that your interaction with us is no longer secure, please contact us immediately. We will notify affected individuals, Customers, and regulators of security breaches as required by applicable law and, for Customer Data, as described in Part III.

## 6.2 International Data Transfers

AssetWorks Inc. is headquartered in the United States, and Personal Information collected under Part II is stored and processed in the United States and may be stored or processed in other jurisdictions in which AssetWorks, its affiliates, or its service providers maintain facilities. Customer Data is hosted as described in Part III. Where we transfer Personal Information to a jurisdiction other than the one in which it was collected, we take reasonable steps to ensure that the transfer complies with applicable law and that appropriate safeguards, such as contractual protections and the mechanisms described in Part V, are in place.

## 6.3 Accessibility

AssetWorks is committed to making this Privacy Policy accessible to individuals with disabilities. To request this Privacy Policy in an alternative format, please contact us as described in Section 6.6. For individuals in Québec, a French-language version of this Privacy Policy is available at https://www.assetworks.com/privacy-policy/french.

## 6.4 Changes to This Privacy Policy

AssetWorks may update this Privacy Policy from time to time to reflect changes in our practices, the Products and Services, or applicable law. When we do, we will post the updated Privacy Policy on the

Website, revise the "Last Updated" date, and record the change in the Version History at the end of this Privacy Policy.

**Website and marketing (Part II).** If we make material changes to Part II, we will provide additional notice, such as prominent notice on the Website or an e-mail to the address we have on file, before the changes take effect. Where required by law, we will obtain your consent before using Personal Information in a manner that is materially different from what was disclosed at the time it was collected.

**Customers (Parts III and IV).** AssetWorks will provide each Customer with written notice of any material change to Parts III or IV at least thirty (30) days before the change takes effect, by e-mail to the Customer's designated contact or through the Products and Services, so that the Customer is informed proactively and is not required to monitor this Privacy Policy for updates. Any change that would materially reduce the protections afforded to Customer Data will not apply to a Customer during the then-current term of its Agreement unless the Customer agrees to the change in writing, or the change is required by law. Until then, the version of Parts III and IV in effect on the effective date of the Customer's Agreement (or most recent renewal) continues to govern that Customer.

### 6.5 Our Privacy Program

We are committed to upholding this Privacy Policy. We have policies and procedures in place to educate and assist our employees and contractors in fulfilling their obligations under this Privacy Policy, and those policies and procedures are reviewed regularly by the AssetWorks personnel responsible for overseeing privacy, information security, and AI governance.

### 6.6 Contact Us

If you have any questions or concerns regarding this Privacy Policy or our privacy practices, would like to exercise any of your rights, wish to opt out of the Program, would like to request our Subprocessor list or security information, or believe that the privacy of your Personal Information has not been respected, please contact us:

| Contact | Details |
|---|---|
| Privacy Officer | Lynn Sons, Privacy Officer, AssetWorks Inc., 1001 Old Cassatt Road, Suite 204, Berwyn, PA 19312 |
| E-mail | privacy@assetworks.com |
| Toll-free telephone (U.S.) | 1-800-900-8152 |
| United Kingdom | AssetWorks Fleet Solutions Limited, Brook Suite, Ground Floor, Bewley House, Marshfield Road, Chippenham SN15 1JW, United Kingdom; privacy@assetworks.com (also acting as UK representative of AssetWorks Inc.) |

Customer inquiries regarding Parts III and IV will be acknowledged within ten (10) business days and answered within forty-five (45) calendar days, subject to a single extension of up to an additional forty-five (45) calendar days where reasonably necessary, of which AssetWorks will notify the Customer. Shorter periods set forth in the Agreement or required by law will control.

### 6.7 Governing Law & Venue

Matters arising under Parts III and IV, and any matter arising out of a Customer's use of the Products and Services, are governed by the governing-law and venue provisions of the Customer's Agreement. If the Agreement does not contain such provisions, and for all matters arising under Part II, this Privacy Policy shall be governed by the laws of the State of Delaware, without regard to its conflict-of-laws principles, and the venue shall be the federal or state courts located in the State of Delaware. Nothing in this Privacy Policy is intended to deprive any Customer or individual of any rights, remedies, or protections under the mandatory privacy or consumer-protection laws of the state, province, or country in which the Customer or individual is located, which continue to apply notwithstanding this choice of law and venue, including any right to bring a claim in the courts of, or to lodge a complaint with a regulator in, the jurisdiction in which you reside.

### 6.8 Order of Precedence

Parts III and IV are subject to the terms of the Agreement. Nothing in this Privacy Policy expands AssetWorks' rights to use Customer Data beyond those granted in the Agreement. In the event of any conflict or inconsistency:

1. between this Privacy Policy and the Agreement (including any data processing addendum), the Agreement controls, unless this Privacy Policy provides greater protection for Customer Data, in which case this Privacy Policy controls to the extent of the greater protection;
2. between this Privacy Policy and the AI Opt-In Exhibit, the AI Opt-In Exhibit controls with respect to AI Feature (including AI Agent) access to and use of Customer Data, and, subject to clause 1 above, any data processing addendum controls with respect to the processing of Personal Information generally; and
3. between Part II and Parts III or IV, Parts III and IV control with respect to Customer Data.

Exhibits A and B, once executed or submitted by a Customer, are part of the Customer's Agreement and are subject to clauses 1 and 2 above. Exhibits C, D, and E are informational; AssetWorks updates them as described in each Exhibit and in Section 6.4, and the current online version of the Subprocessor List controls Exhibit C if it is more recent.

### 6.9 Acknowledgment

This Privacy Policy is a notice describing our practices. It is not a contract with individuals, and your use of the Website, or of Products and Services made available to you by a Customer, does not by itself constitute consent to any processing for which applicable law requires consent. Where applicable law requires your consent for a particular processing activity, such as the placement of non-essential cookies, we will request that consent separately, and you may withdraw it at any time. Customers accept Parts III and IV of this Privacy Policy through their Agreements.

AssetWORKS

# EXHIBIT A – AI OPT-IN EXHIBIT

**About this Exhibit.** This AI Opt-In Exhibit is the form through which a Customer authorizes AI Features (including AI Agents) to access its identifiable Customer Data, as described in Section 4.3 of the AssetWorks Privacy Policy (the "Privacy Policy"). AI Features that access identifiable Customer Data remain disabled unless and until the Customer completes this Exhibit or an equivalent authorization described in Section A.6.

When completed and signed (or accepted through the administrative console as described in Section A.6), this Exhibit forms part of the Customer's Agreement. Capitalized terms used but not defined in this Exhibit have the meanings given in the Privacy Policy. This Exhibit is completed by Customers only; individual Authorized Users, drivers, and employees do not sign it.

## A.1 Parties and Effective Date

| | |
|---|---|
| Customer (full legal name) | |
| AssetWorks contracting entity | AssetWorks Inc. / AssetWorks Fleet Solutions Limited / Lightbulb Analytics Limited |
| Agreement reference (contract or order number and date) | |
| Products and Services covered | [if blank, all Products and Services under the Agreement] |
| Customer AI administrator (name, title, e-mail) | |
| Customer contact for AI notices (if different) | |
| Effective Date of this Exhibit | [if blank, the date of the last signature below] |

## A.2 Authorized AI Features and Designated Purposes

The Customer authorizes only the AI Features marked "Enable" below, and only for the Designated Purposes stated for each. An AI Feature not marked "Enable" remains disabled. AssetWorks will not use an enabled AI Feature to access Customer Data for any purpose other than its Designated Purposes.

| AI Feature | Designated Purpose(s) | Customer Data accessed | Model provider and processing region | Enable? |
|---|---|---|---|---|
| Analyze my Work Order | Analyze a selected work order and its history and return diagnostic observations to the requesting Authorized User. | Work-order, maintenance, parts, and vehicle and asset data | [Provider] / [Region] | ☐ Enable |
| Work-order and service-request recommendations | Suggest repair codes, tasks, parts, and labor for new work orders and service requests. | Work-order, maintenance, parts, and vehicle and asset data | [Provider] / [Region] | ☐ Enable |

| AI Feature | Designated Purpose(s) | Customer Data accessed | Model provider and processing region | Enable? |
|---|---|---|---|---|
| Record summarization | Summarize work orders, inspection records, and asset histories. | Maintenance and asset records, including free-text notes | [Provider] / [Region] | ☐ Enable |
| AI Agent – natural-language questions | Answer Authorized Users' questions about the Customer's own data, within each user's existing permissions. | Categories the requesting user is already permitted to view | [Provider] / [Region] | ☐ Enable |

**Processing region.** Unless a different region is stated above, AssetWorks will process Customer Data for each enabled AI Feature in the same country in which the Customer's Customer Data is hosted under Section 3.12 of the Privacy Policy. Any processing outside that country is identified in the table above and is subject to the safeguards described in Section 6.2 of the Privacy Policy and, for Customers in Québec, to the assessment required by section 17 of Québec's Act respecting the protection of personal information in the private sector.

### A.3 Customer Data Excluded from AI Processing

In addition to the data that the Privacy Policy already excludes, the Customer may exclude the following categories of Customer Data from all enabled AI Features. AssetWorks will configure the Products and Services so that excluded categories are not made available to AI Features.

- ☐ Operator, driver, and employee names and identification numbers
- ☐ Driver's license numbers and other government-issued identifiers (excluded by default; check only to confirm)
- ☐ Telematics and location data
- ☐ Free-text fields, attachments, and photographs
- ☐ Fuel transaction data
- ☐ Data that the Agreement identifies as subject to special legal restrictions, such as criminal justice information or protected health information (excluded by default; check only to confirm)
- ☐ Other:

### A.4 AssetWorks Commitments

1. **Purpose limitation.** AssetWorks will process Customer Data through enabled AI Features solely for the Designated Purposes and on the Customer's documented instructions, as a service provider, contractor, or processor.
2. **No commingling.** Customer Data accessed by an AI Feature, and any intermediate data derived from it, will be logically or physically segregated from the data of every other customer.
3. **AI Outputs.** AI Outputs are Customer Data. They will not be shared with any other customer, blended with outputs derived from any other customer's data, or used to train, fine-tune, or improve any model shared across customers without the Customer's prior written consent.

4. **Third-party model providers.** Each model provider is a Subprocessor listed in Exhibit C, processes Customer Data only to generate responses for the Customer, and is contractually prohibited from retaining Customer Data, prompts, or AI Outputs beyond the period needed to provide the service (including any abuse-monitoring retention disclosed in Exhibit C) and from using them to train or improve its models.
5. **Retention.** Intermediate processing data (such as cached prompts, retrieved context, and embeddings) will be deleted within five (5) business days after purpose fulfillment, revocation, or termination. AI inputs and AI Outputs saved to the Customer's records are retained, returned, and deleted under Section 3.14 of the Privacy Policy.
6. **Security and logging.** AI Features are subject to the safeguards in Section 6.1 of the Privacy Policy. AssetWorks will log AI Feature access to Customer Data (user, time, feature, and data category) and make those logs available to the Customer on reasonable request.
7. **Transparency.** AI-generated content will be labeled as such in the Products and Services. On request, AssetWorks will describe in plain language the logic, data inputs, and known limitations of each enabled AI Feature.
8. **Security Incidents.** AssetWorks will notify the Customer of any Security Incident affecting Customer Data processed by an AI Feature as described in Section 3.13 of the Privacy Policy.
9. **Assessments.** AssetWorks will provide reasonable assistance and information to support any data protection impact assessment, privacy impact assessment, or AI risk or impact assessment that the Customer is required to perform, including under Article 35 of the UK GDPR, section 3.3 of Québec's private-sector privacy Act, and U.S. state laws regulating automated decision-making technology or high-risk AI systems.
10. **Changes.** AssetWorks will give the Customer at least thirty (30) days' prior written notice before materially changing the Designated Purposes, the data categories accessed, the model provider, or the processing region of an enabled AI Feature. The Customer may object, or revoke this authorization for the affected AI Feature, under Section A.7.

### A.5 Customer Responsibilities

The Customer, as the business or controller of its Customer Data, is responsible for:

1. confirming that the person who signs or accepts this Exhibit is authorized to bind the Customer;
2. providing any notices to, and obtaining any consents from, its Authorized Users, operators, drivers, and employees that applicable law requires for the use of AI Features with their Personal Information, including workplace electronic-monitoring notices (for example, Ontario's written electronic-monitoring policy requirement), notices of decisions made exclusively by automated processing (section 12.1 of Québec's private-sector privacy Act), and pre-use notices and opt-out or appeal rights required by U.S. state laws governing automated decision-making technology;
3. identifying a lawful basis for the processing under the UK GDPR, and completing any data protection impact assessment or privacy impact assessment required before enabling an AI Feature (for example, where AI Features are used in connection with the systematic monitoring of employees);
4. ensuring meaningful human review before relying on any AI Output to make a decision that produces legal or similarly significant effects for an individual, such as discipline, compensation,

or assignment decisions, consistent with Article 22 of the UK GDPR (as amended by the Data (Use and Access) Act 2025) and applicable U.S. and Canadian law; and

5. configuring user roles and permissions so that only appropriate Authorized Users can use each enabled AI Feature.

### A.6 Enablement Through the Administrative Console

Where the Products and Services offer an administrative-console setting to enable an AI Feature, the setting may be used in place of signing this Exhibit only if all of the following apply:

1. the setting can be changed only by an Authorized User to whom the Customer has assigned the AI administrator role (or an equivalent role with authority to bind the Customer);
2. before the setting is enabled, the console displays the Designated Purposes, data categories, model provider, and processing region for the AI Feature and the terms of this Exhibit, and requires the administrator to accept them affirmatively;
3. AssetWorks records the identity of the administrator, the date and time, and the AI Features enabled, and retains that record for the term of the Agreement plus three (3) years; and
4. AssetWorks sends written confirmation of the enablement to the Customer's designated contact within five (5) business days.

A Customer may require that AI Features be enabled only by a signed Exhibit by notifying AssetWorks in writing, in which case the console setting will be locked for that Customer. AssetWorks recommends signed Exhibits for public-sector Customers.

### A.7 Revocation and Objection

The Customer may revoke this authorization, in whole or for any AI Feature, at any time by (a) disabling the AI Feature in the administrative console, where available; (b) e-mailing privacy@assetworks.com with the subject line "AI Opt-In Revocation"; or (c) written notice under the Agreement. AssetWorks will disable AI Feature access to the Customer's Customer Data within five (5) business days after receiving the revocation and will delete intermediate processing data as described in Section A.4(5). Revocation does not affect the price of the Products and Services, other than for any AI Feature separately priced under the Agreement.

### A.8 Term and Order of Precedence

This Exhibit remains in effect until revoked or until the Agreement expires or terminates. As provided in Section 6.8 of the Privacy Policy, this Exhibit controls with respect to AI Feature access to and use of Customer Data; subject to clause 1 of Section 6.8, any data processing addendum controls with respect to the processing of Personal Information generally. Nothing in this Exhibit permits AssetWorks to use Customer Data for the Program described in Part IV of the Privacy Policy beyond what Part IV permits.

### A.9 Signatures

| Customer | AssetWorks |
|---|---|
| Signature: _____ | Signature: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |

| Customer | AssetWorks |
| --- | --- |
| Date: _____ | Date: _____ |

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# EXHIBIT B – PROGRAM PARTICIPATION ELECTION FORM

**About this Exhibit.** A Customer uses this form to opt out of, opt in to, or rejoin the Product Improvement & AI Development Program (the "Program") described in Part IV of the AssetWorks Privacy Policy (the "Privacy Policy"). Participation is a Customer-level choice; the form must be submitted by an authorized representative of the Customer. Authorized Users, drivers, and employees with questions about the Program should contact the Customer, as described in Section 3.3 of the Privacy Policy.

A Customer may also opt out by e-mail or in its order form, as described in Section 4.7 of the Privacy Policy. Using this form is optional, but it records all the information AssetWorks needs to process the election promptly.

## B.1 Customer Information

| | |
|---|---|
| Customer (full legal name) | |
| AssetWorks contracting entity | |
| Agreement reference | |
| AssetWorks Products and Services in use | |
| Customer type | ☐ Commercial ☐ U.S. public entity ☐ Canadian public body ☐ UK public-sector body ☐ On-premises deployment ☐ Other: |
| Contact for confirmation (name, title, e-mail) | |

## B.2 Election

Select one:

- ☐ **Opt out.** The Customer opts out of the Program for all Products and Services under the Agreement.
- ☐ **Opt in.** The Customer is a Customer for whom the Program is opt-in under Section 4.7 of the Privacy Policy and elects to participate in the Program.
- ☐ **Rejoin.** The Customer previously opted out and elects to participate in the Program again, starting from the date AssetWorks confirms this election.

## B.3 Effect of the Election

1. AssetWorks will confirm the election in writing to the contact named in Section B.1 within ten (10) business days after receiving it.
2. **Opt-out.** Within thirty (30) days after receiving an opt-out, AssetWorks will stop adding the Customer's Customer Data and Service Data to the Program. Within ninety (90) days, AssetWorks will delete any De-identified Program Data that remains linkable to the Customer through a token key maintained by AssetWorks. Anonymized and Aggregated Data already incorporated into

datasets, benchmarks, or trained models before the opt-out took effect cannot be traced back to the Customer and will not be removed. Customer Data originating in Canada or the United Kingdom is used in the Program only in Anonymized or Aggregated form, so an opt-out by such a Customer applies prospectively only.

3. **Opt-in and rejoin.** Participation begins on the date AssetWorks confirms the election. Only Customer Data and Service Data created or processed after that date are used, unless the Customer expressly elects below to include historical data.
4. Opting out does not affect the price, support, or service levels of the Products and Services. Features that depend on reciprocal participation, such as peer benchmarking, may be unavailable while the Customer is opted out.
5. The Customer may change its election at any time by submitting a new form.

### B.4 Customer Acknowledgments for Opt-In and Rejoin Elections

By electing to participate, the Customer, as controller of its Customer Data, confirms that:

1. its participation is consistent with the notices it has provided to, and any consent it has obtained from, its Authorized Users, operators, drivers, and employees;
2. for Customer Data subject to the UK GDPR, it has identified a lawful basis (typically legitimate interests, supported by a documented legitimate interests assessment) for instructing AssetWorks to Anonymize Customer Data for the Program;
3. for Customer Data subject to Canadian law, the use is consistent with the purposes for which the information was collected and with any applicable consent requirements and, for Customers in Québec, with the conditions for anonymization in section 23 of Québec's private-sector privacy Act and the Regulation respecting the anonymization of personal information; and
4. for public bodies, participation is permitted by the Customer's procurement, records-management, and access-to-information obligations.

### B.5 How to Submit

Send the completed form to privacy@assetworks.com with the subject line "Program Election," or deliver it as a notice under the Agreement. Elections may also be recorded in an order form, quote, or Agreement at the time of contracting or renewal.

| **Customer authorized representative** | |
|---|---|
| Signature: _____ | Name and Title: _____ |
| Date: _____ | E-mail: _____ |

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# EXHIBIT C – SUBPROCESSOR LIST

**About this Exhibit.** This Exhibit lists the Subprocessors that AssetWorks engages to process Customer Data, as described in Section 3.8 of the AssetWorks Privacy Policy (the "Privacy Policy"). The list was current as of the Privacy Policy's Last Updated date. AssetWorks maintains the current list at www.assetworks.com/subprocessors; if that page is more recent than this Exhibit, the page controls.

AssetWorks will give Customers at least thirty (30) days' prior notice before engaging a new Subprocessor to process Customer Data, as described in Section 3.8. Customers may subscribe to notices by e-mailing privacy@assetworks.com with the subject line "Subprocessor Notices."

## C.1 AssetWorks Affiliates

| Affiliate | Services provided | Location | Transfer safeguard (where applicable) |
|---|---|---|---|
| AssetWorks Inc. | Hosting operations, product development, implementation, and support | United States | Intra-group agreement incorporating the UK International Data Transfer Agreement or UK Addendum; contractual safeguards for Canadian data |
| AssetWorks Fleet Solutions Limited (Ltd) | Sales, implementation, and support for UK Customers | United Kingdom | UK adequacy regulations (for transfers from Canada, contractual safeguards) |
| Lightbulb Analytics Limited | [Describe services, for example, analytics and data services] | United Kingdom | As above |

## C.2 Third-Party Subprocessors

| Subprocessor | Purpose | Customer Data processed | Processing location(s) | Products |
|---|---|---|---|---|
| Azure | Infrastructure hosting and storage for hosted Products and Services | All Customer Data in hosted environments outside the United States | United Kingdom and/or Canada | All |
| No current AI model provider | Generating AI Outputs for AI Features that the Customer has enabled under Exhibit A; no training on Customer Data; [state any abuse-monitoring retention] | Data categories enabled under Exhibit A | State of Virginia, United States | None |
| No current Support ticketing provider | Customer support case management | Support data | None | None |

Third parties that a Customer chooses to integrate with the Products and Services (for example, telematics providers, fuel card providers, OEMs, or the Customer's own ERP systems) act at the Customer's direction under the Customer's own agreements with them and are not AssetWorks Subprocessors.

# EXHIBIT D – SUMMARY OF PERSONAL INFORMATION GOVERNANCE POLICIES

**About this Exhibit.** This Exhibit summarizes, in clear and simple terms, the policies and practices that govern how AssetWorks handles Personal Information, as required by sections 3.2 and 8 of Québec's Act respecting the protection of personal information in the private sector. It also reflects the accountability and openness principles of PIPEDA and Alberta's and British Columbia's Personal Information Protection Acts, and the accountability requirements of the UK GDPR. It applies to Personal Information for which AssetWorks is responsible as a controller (Part II of the Privacy Policy) and describes the practices AssetWorks follows when it processes Customer Data on behalf of Customers.

## D.1 Roles and Responsibilities

- **Privacy Officer.** AssetWorks' Privacy Officer (Section 6.6 of the Privacy Policy) is the person in charge of the protection of personal information for purposes of Québec law and is accountable for AssetWorks' compliance with Canadian privacy law and this governance framework. The Privacy Officer approves these policies and may delegate tasks in writing.
- **AI Committee.** The AI Committee described in Section 4.8 reviews and approves AI Features and AI tools before they are used with Customer Data or Personal Information.
- **Information Security.** AssetWorks' information security function maintains the written information security program described in Section 6.1.
- **Managers and personnel.** Each business function designates an owner for the Personal Information it manages. All personnel with access to Personal Information are bound by confidentiality obligations and must complete privacy and security training when they join AssetWorks and at least annually thereafter.

## D.2 Collection, Use, and Disclosure

AssetWorks collects only the Personal Information necessary for the purposes identified before or at the time of collection, as described in Part II of the Privacy Policy. Personal Information is used and disclosed only for those purposes, for compatible purposes permitted by law, or with consent. Before collecting Personal Information for a new purpose, the responsible business function consults the Privacy Officer.

## D.3 Retention and Destruction Framework

- Personal Information is retained only for the periods set out in Section 2.8 of the Privacy Policy, or longer where required by law or a legal hold. Customer Data is retained and deleted as described in Section 3.14.
- When Personal Information is no longer needed, it is securely destroyed using methods consistent with NIST Special Publication 800-88 (Guidelines for Media Sanitization), or anonymized. Anonymization of Personal Information subject to Québec law follows the Regulation respecting the anonymization of personal information, including the required re-identification risk analysis and record of anonymized information.

- Each business function reviews its retention schedule at least annually and confirms that expired information has been destroyed or anonymized.

### D.4 Privacy Impact Assessments

AssetWorks conducts a privacy impact assessment (or, for UK processing, a data protection impact assessment) before:

- acquiring, developing, or overhauling an information system or electronic service delivery project involving Personal Information (Québec, section 3.3);
- communicating Personal Information outside Québec, including Subprocessors and affiliates (Québec, section 17);
- introducing a new AI Feature, or a material change to the Program described in Part IV; and
- any processing likely to result in a high risk to individuals (UK GDPR, Article 35).

### D.5 Confidentiality Incidents and Breaches

- Personnel must report any suspected incident to the Privacy Officer and Information Security immediately.
- AssetWorks takes reasonable measures to reduce the risk of harm, to prevent recurrence, and assesses whether the incident presents a risk of serious injury (Québec), a real risk of significant harm (PIPEDA), or a risk or high risk to individuals (UK GDPR).
- Where required, AssetWorks notifies the Commission d'accès à l'information, the Office of the Privacy Commissioner of Canada, provincial commissioners, the UK Information Commissioner's Office (within seventy-two (72) hours where required), U.S. state regulators, and affected individuals. Customers are notified of Security Incidents affecting Customer Data as described in Section 3.13 of the Privacy Policy.
- AssetWorks keeps a register of all confidentiality incidents (Québec, section 3.8) and a record of all breaches of security safeguards for at least twenty-four (24) months (PIPEDA Breach of Security Safeguards Regulations), and documents UK personal data breaches as required by Article 33(5) of the UK GDPR.

### D.6 Technologies and Automated Decisions

Technologies that allow an individual to be identified, located, or profiled are deactivated by default for individuals in Québec, as described in Section 2.4 of the Privacy Policy. AssetWorks does not make decisions about individuals based exclusively on automated processing of Personal Information collected under Part II. If it does so in the future, it will inform the individual as required by section 12.1 of Québec's private-sector privacy Act and comparable laws.

### D.7 Access, Correction, and Other Requests

Individuals may submit requests as described in Part V of the Privacy Policy. AssetWorks verifies the requester's identity, responds in writing within thirty (30) days for requests under Canadian law (or within any other period required by applicable law), gives reasons for any refusal together with the available recourse, and keeps a record of requests and responses for at least twenty-four (24) months.

### D.8 Complaint Handling

1. **Submitting a complaint.** Complaints may be submitted to the Privacy Officer using the contact details in Section 6.6 of the Privacy Policy, in English or French.
2. **Acknowledgment.** AssetWorks acknowledges each complaint in writing within ten (10) business days, and in any event within thirty (30) days.
3. **Investigation.** The Privacy Officer, or a delegate who was not involved in the matter, investigates the complaint, keeps the complainant informed of progress, and records the outcome and any corrective action.
4. **Response.** AssetWorks responds in writing, generally within thirty (30) days of acknowledgment, explaining its findings and any corrective action.
5. **Escalation.** If the complainant is not satisfied, they may contact the Commission d'accès à l'information du Québec, the Office of the Privacy Commissioner of Canada, the Office of the Information and Privacy Commissioner of Alberta or British Columbia, the UK Information Commissioner's Office, or the Attorney General or privacy regulator of their U.S. state, as applicable.

### D.9 Review

The Privacy Officer reviews these policies and practices at least annually, and whenever AssetWorks' practices or applicable law change materially, and updates this summary accordingly.

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# EXHIBIT E – UK JOINT CONTROLLER ARRANGEMENT (SUMMARY)

**About this Exhibit.** Article 26 of the UK GDPR requires joint controllers to determine their respective responsibilities in a transparent arrangement and to make the essence of that arrangement available to individuals. This Exhibit summarizes the arrangement between AssetWorks Inc. and the UK AssetWorks entities (AssetWorks Fleet Solutions Limited and Lightbulb Analytics Limited) for Website, marketing, and event activities involving individuals in the United Kingdom, as described in Section 5.4 of the AssetWorks Privacy Policy (the "Privacy Policy").

## E.1 Scope

The arrangement covers Personal Information processed under Part II of the Privacy Policy where AssetWorks Inc. and a UK AssetWorks entity jointly determine the purposes and means of processing. This includes operation of the Website and its cookies, business-to-business marketing, events and webinars, and management of prospective-customer relationships in the United Kingdom. It does not cover Customer Data, for which the Customer is the controller and AssetWorks is a processor.

## E.2 Allocation of Responsibilities

| Responsibility | Lead party | Summary |
|---|---|---|
| Transparency (Articles 13 and 14) | AssetWorks Inc. | Maintains and publishes the Privacy Policy, including the UK-specific disclosures in Section 5.4, and this summary. |
| Cookies and marketing consent (PECR) | AssetWorks Inc. (consent platform); UK entity (UK marketing lists) | AssetWorks Inc. operates the cookie consent tool for UK visitors. The UK entity confirms that UK marketing communications meet PECR consent and soft opt-in rules and maintains UK suppression lists. |
| Individual rights requests | UK entity | The UK entity is the primary point of contact for individuals in the UK. Either party that receives a request forwards it to the other within five (5) business days, and the parties cooperate to respond within one (1) month (extendable as permitted by law). |
| Lawful basis and legitimate interests assessments | Shared | The parties maintain the legal bases described in Section 5.4 and the supporting legitimate interests assessments. |
| Security (Article 32) | Each party for its own systems | Each party maintains appropriate technical and organizational measures for the systems it operates, consistent with Section 6.1 of the Privacy Policy. |
| Personal data breaches (Articles 33 and 34) | UK entity (ICO and individuals) | A party that becomes aware of a breach notifies the other without undue delay and in any event within twenty-four (24) hours. The UK entity notifies the ICO within seventy-two (72) hours where required, and affected individuals where the breach is likely to result in a high risk. |

| Responsibility | Lead party | Summary |
|---|---|---|
| International transfers (Chapter V) | AssetWorks Inc. and UK entity | Transfers from the UK entity to AssetWorks Inc. are made under the UK International Data Transfer Agreement or UK Addendum, as described in Section 5.4. |
| Processors (Article 28) | Party that engages the processor | Each party engages processors only under written contracts meeting Article 28 and informs the other party of processors used for jointly controlled processing. |
| Records, DPIAs, and retention | Each party for its own activities; UK entity coordinates | Each party maintains records of processing (Article 30), carries out data protection impact assessments where required (Article 35), and applies the retention periods in Section 2.8 of the Privacy Policy. |
| Regulator cooperation | UK entity | The UK entity is the primary contact for the ICO, with AssetWorks Inc. cooperating fully. |

### E.3 Your Rights

Whatever the allocation above, you may exercise your rights under the UK GDPR in respect of and against each of the joint controllers (Article 26(3)). You may contact either party using the details in Section 6.6 of the Privacy Policy, and you may complain to the Information Commissioner's Office (ico.org.uk).

### E.4 UK Representative

AssetWorks Fleet Solutions Limited has been designated in writing as the representative of AssetWorks Inc. in the United Kingdom for purposes of Article 27 of the UK GDPR, and may be contacted on all issues relating to AssetWorks Inc.'s processing of Personal Information of individuals in the United Kingdom.