

CALIFORNIA CONSUMER PRIVACY ACT ADDENDUM FOR SERVICE PROVIDERS

This California Consumer Privacy Act Addendum (the “**Addendum**”) is entered by and between (i) the service provider Safety and Security Things GmbH (“**Service Provider**”), and (ii) the entity whose accepting the Agreement (“**Third Party Provider**”), (each individually, a “**Party**,” and collectively, the “**Parties**”), and is subject to the Additional Conditions for Third Party Providers for the IoT platform for security camera systems accessible at www.securityandsafetythings.com (“**Platform**”) provided by S&ST (“**Service Provider Agreements**”)

- A. Third Party Provider, on behalf of itself and certain CCPA Affiliates (as defined below) has entered into one or more agreements with Service Provider for the provision of certain goods and services, which include one or more Master Services Agreements, Services Agreements, Purchase Agreements, Purchase Orders, PO Standard Terms and Conditions, Application Service Provider Agreements, Master “Software as a Service” Agreements, Software License Agreements, Web Related Services Agreements and other similar agreements (including in all cases, without limitation, all statements of work, scopes of work, amendments, addendums, restatements, modifications, extensions, supplements, exhibits, schedules and attachments thereto) (each a “**Service Provider Agreement**”; collectively, the “**Service Provider Agreements**”);
- B. The California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100 to 1798.198) as amended or superseded from time to time (“**CCPA**”) creates various rights and obligations regarding the handling of consumer personal information; and
- C. Third Party Provider and Service Provider now wish to amend each Service Provider Agreement by supplementing each such agreement with additional provisions to address the impact of the CCPA, as set forth herein.

Now, therefore, the Parties hereby agree as follows:

1 Definitions

- 1.1 The terms “**aggregate consumer information**,” “**business purpose**,” “**commercial purposes**,” “**consumer**,” “**de-identified**,” “**personal information**,” “**processing**” (or “**process**”), “**service provider**,” and “**sale**,” (including the terms “**sell**,” “**selling**,” “**sold**,” and other variations thereof) shall have the meanings given to those terms under the CCPA (including California Civil Code § 1798.140). For purposes of this Addendum, the Parties furthermore agree that the term “**consumer**” shall not be limited to residents of California, but shall also include natural persons who are residents of the United States, Puerto Rico, or the U.S. Virgin Islands.
- 1.2 “**Affiliate**” means, with respect to any Person (as defined below), an entity that directly or indirectly controls, is controlled by or is under common control with such Person, where “**control**,” “**controls**” or “**controlled**” means: (i) fifty-one percent (51%) or more ownership or beneficial interest of income or capital of such Person; (ii) ownership of at least fifty-one percent (51%) of the voting power or voting equity; or (iii) the ability to otherwise direct or share management policies of such Person.
- 1.3 “Third Party Provider **Indemnified Parties**” means each of (a) Third Party Provider and all current and future Affiliates of Third Party Provider; (b) the respective agents, officers, directors, employees, representatives and contractors (“**Representatives**”) of those Persons

referenced in the preceding clause (a); and (c) the respective successors and assigns of any of the foregoing.

- 1.4 **“CCPA Affiliate”** means an Affiliate of Third Party Provider (a) on whose behalf Third Party Provider has entered into a Service Provider Agreement, or (b) which has entered into statements of work, participation agreements or other similar documents with the intention of receiving services of Service Provider under a Service Provider Agreement.
- 1.5 **“Covered Personal Information”** means any personal information provided by or on behalf of Third Party Provider, a CCPA Affiliate or any consumer, or otherwise made available to Service Provider, pursuant to the Service Provider Agreement(s) or in connection with the Services.
- 1.6 **“Damages”** means costs, liabilities, demands, claims, suits, actions, damages, fines, penalties, taxes, interest, losses, injuries, restitution or other liabilities or remedies, at law or in equity, whether pursuant to contract or otherwise (including arising in tort, by statute or other grounds), lawsuits, arbitrations, administrative proceedings, regulatory proceedings, other adversarial proceedings, judgments and expenses (whether incurred by the Parties, third parties or otherwise), including attorneys’ fees and legal costs of any kind and nature whatsoever.
- 1.7 **“Inquiry”** means any regulatory inspection, inquiry or correspondence that relates to Covered Personal Information and in which (a) Service Provider, (b) Service Provider Representatives (c)Third Party Provider , or (d) a CCPA Affiliate is named.
- 1.8 **“Person”** means any entity, corporation, company, association, joint venture, joint stock company, partnership, trust, organization, individual (including personal representatives, executors and heirs of a deceased individual), nation, state, governmental authority, trustee, receiver or liquidator.
- 1.9 **“Service Provider Representative”** means Service Provider or Service Provider’s parent, affiliated, and subsidiary companies, or the respective officers, directors, employees, representatives, agents, subcontractors or contractors of Service Provider or any of the foregoing entities or individuals, including their respective successors and assigns.
- 1.10 **“Services”** means the services specified in, or otherwise performed pursuant to, the Service Provider Agreement(s).

2 Transfer of Personal Information

Service Provider shall not provide to Third Party Provider or any CCPA Affiliate monetary or other valuable consideration in exchange for Covered Personal Information; and, therefore, Service Provider’s receipt of Covered Personal Information does not constitute a sale under the CCPA.

3 Handling Restrictions

In no event shall Service Provider (i) retain, use or disclose Covered Personal Information for any purpose other than to provide the Services to Third Party Provider (or the applicable CCPA Affiliate, as the case may be) under and in accordance with the Service Provider Agreement(s), (ii) retain, use or disclose Covered Personal outside of the direct business relationship between Service Provider and Third Party Provider (or the applicable CCPA Affiliate, as the case may be), or (iii) sell Covered Personal Information. For sake of clarity, Service Provider (excluding any other Service Provider Representatives) is permitted to use consumer information that is de-identified and aggregate consumer information for its own business purposes, solely to the extent permitted in the applicable underlying Service Provider Agreement(s). Service Provider shall ensure that any Person authorized or permitted by Service Provider to use, store or otherwise process Covered Personal Information does so solely to

the extent necessary to enable Service Provider to perform the Services for Third Party Provider (or the applicable CCPA Affiliate, as the case may be); and, prior thereto, Service Provider shall bind each such Person to a strict duty of confidentiality and data security, including without limitation, any obligations of confidentiality and data security set forth in the Service Provider Agreement(s).

4 CCPA Compliance

Service Provider hereby certifies, represents, warrants and covenants that (i) it and Service Provider Representatives understand its obligations under this Addendum (including, without limitation, the obligations under Section 3 of this Addendum) and as a service provider under the CCPA, (ii) it shall comply at all times with this Addendum (including, without limitation, the obligations under Section 3 of this Addendum) and its obligations as a service provider under the CCPA, and (iii) it shall provide Third Party Provider (or the applicable CCPA Affiliate, as the case may be) with all reasonably requested assistance and cooperation to enable Third Party Provider (or the applicable CCPA Affiliate, as the case may be) to comply with and fulfil its obligations under the CCPA. Without limiting the foregoing, Service Provider shall, upon Third Party Provider's (or the applicable CCPA Affiliate's, as the case may be) or its designee's request, cooperate in good faith with Third Party Provider to enter into additional or modified terms to address any modifications, amendments or updates to the CCPA.

5 Privacy Protection

Service Provider shall implement and maintain reasonable security measures, procedures and practices appropriate to the nature of the Covered Personal Information and adequate under the CCPA ("**Security Measures**") to protect such information from unauthorized access, destruction, use, modification, or disclosure (each, a "**Security Incident**"). Such Security Measures shall meet (or exceed) industry standards but in any event shall meet any security requirements set forth in the Service Provider Agreement(s). In addition to any breach notification obligations in the Service Provider Agreement(s), Service Provider shall promptly inform Third Party Provider (or the applicable CCPA Affiliate, as the case may be) upon becoming aware of any Security Incident (in no event later than 48 hours after becoming aware of any Security Incident) and shall timely provide all information and cooperation reasonably requested by Third Party Provider (or the applicable CCPA Affiliate, as the case may be). Service Provider shall promptly take all measures and actions necessary to remedy or mitigate the effects of the Security Incident and shall keep Third Party Provider (or the applicable CCPA Affiliate, as the case may be) informed of all material developments in relation thereto.

6 Inquiries

In the event that Service Provider receives an Inquiry, Service Provider shall, to the extent not prohibited by applicable law or any regulatory authority, civil action or internal discovery: (a) notify Third Party Provider (or the applicable CCPA Affiliate, as the case may be) in writing of the Inquiry within three (3) calendar days or such other timeframe as Third Party Provider (or the applicable CCPA Affiliate, as the case may be) may specify in writing from time to time; (b) provide Third Party Provider (or the applicable CCPA Affiliate, as the case may be) with a written certification that CCPA-compliant action has been taken in response to such Inquiry, including without limitation, effectuating any consumer deletion request that Third Party Provider (or the applicable CCPA Affiliate, as the case may be) may forward to Service Provider; (c) if requested, provide Third Party Provider (or the applicable CCPA Affiliate, as the case may be) with copies of documents relating to the Inquiry within three (3) calendar days or such other timeframe as Third Party Provider (or the applicable CCPA Affiliate, as the case may be) may specify in writing from time to time; (d) not refer to Third Party Provider (or the applicable CCPA Affiliate, as the case may be) in any correspondence or other response to the Inquiry without Third Party Provider's (or the applicable CCPA Affiliate's, as the case may be) prior written consent; (e) not disclose any confidential information of Third Party Provider (or the applicable CCPA Affiliate, as the case may be) to the applicable authority without Third Party Provider's (or the applicable CCPA Affiliate's, as the case may be) prior written consent; and (f) if practicable, permit a representative of Third Party Provider (or the applicable CCPA Affiliate, as the case may be) to attend any relevant

inspections or proceedings. Service Provider shall take all other measures necessary to respond to or otherwise address the Inquiry adequately and in a timely manner.

7 Indemnification

In addition to its other indemnification obligations (including in the Service Provider Agreement(s)), Service Provider shall indemnify, defend and hold harmless the Third Party Provider Indemnified Parties from and against any and all Damages arising out of or relating to (a) Service Provider's breach of any of its certifications, representations, warranties or covenants in this Addendum, including but not limited to, Service Provider's failure to comply with its obligations as a service provider under the CCPA, and (b) a Security Incident or Service Provider's failure to implement and maintain reasonable Security Measures. Notwithstanding the terms of any Service Provider Agreement, Service Provider's indemnification obligations under this Addendum shall not be subject to any disclaimer of damages, cap on liability or other limitation of liability.

8 Survival

Sections 1.0, 3.0, 6.0, 7.0, 8.0 and 9.0 and all other terms of this Addendum that by their nature or pursuant to applicable law are intended to survive, shall survive termination or expiration of the applicable Service Provider Agreement(s).

9 General

Except as expressly set forth herein, the terms of the Service Provider Agreement(s) shall remain unmodified and in full force and effect. The terms of this Addendum shall be incorporated into the Service Provider Agreement(s) and shall supplement the terms hereof, and the terms of the Service Provider Agreement(s) shall be incorporated herein. Each CCPA Affiliate is a third party beneficiary of this Addendum, and Service Provider waives any and all rights to assert otherwise. In the event of a conflict between the terms of the Service Provider Agreement(s) and the terms of this Addendum, the terms of this Addendum shall control with respect to the processing of Covered Personal Information of consumers (as such terms are defined in Sections 1.1 and 1.5, as the case may be). This Addendum may be executed in one or more counterparts (including electronically), each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.
