

DATA PROCESSING AGREEMENT

This Data Processing Agreement ("DPA") forms part of the <whatever product this refers to> Service Agreement (the "Subscription Service") between

COMPANY, and its affiliated companies, having its office located at **ADDRESS** ("**Data Processor**")

and

Delta Intelligent Building Technologies (Canada) Inc., having its corporate office located at 17850 56 Ave, Surrey, BC V3S 1C7, Canada ("**Data Sub-processor**")

Together hereinafter referred to as the "Parties".

1. DEFINITIONS

"CCPA" means the California Consumer Privacy Act of 2018, Cal. Civ. Code §§ 1798.100 et. Seq, and its implementing regulations, as may be amended from time to time.

"Data Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

"Data Processor" means the entity which Processes Personal Data on behalf of the Data Controller.

"Data Protection Laws" means all laws and regulations, including laws and regulations of the European Union, Canada, United States and other jurisdictions applicable to the Processing of Personal Data under the Subscription Service.

"Data Subject" means the individual to whom Personal Data relates.

"Personal Data" means any information relating to an identified or identifiable person. The types of Personal Data Processed under this DPA include but are not limited to the following: name, business contact information including but not limited to address, phone number, email, job title, company, location.

"Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction ("Process", "Processes" and "Processed" shall have the same meaning).

"Security Breach" means any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to any Personal Data transmitted, stored or otherwise Processed on the Data Processor's equipment or facilities.

"Data Sub-processor" means any sub-contractor engaged by the Data Processor that will Process Personal Data on behalf of the Data Controller through the Data Processor.

2. PROCESSING OF PERSONAL DATA

- 2.1. The Data Sub-processor shall Process Personal Data provided by the Data Processor in accordance with the requirements of the Data Protection Laws. If the Data Sub-processor believes or becomes aware that any of the Data Processor's instructions conflicts with any Data Protection Laws, the Data Sub-processor shall inform the Data Processor, who in turn shall inform the Data Controller.
- 2.2. During the term of the Subscription Service, the Data Sub-processor shall only Process Personal Data on behalf of and in accordance with the Subscription Service and Data Processor's instructions, except as required to comply with a legal obligation to which the Data Sub-processor is subject. In such a case, the Data Sub-processor shall inform the Data Processor, who in turn shall inform the Data Controller of that legal obligation.
- 2.3. The categories of Personal Data that the Data Sub-processor will Process as part of the Subscription Service is determined and controlled by the Data Controller at its sole discretion.
- 2.4. The Data Sub-processor acknowledges and confirms that it shall not have, derive, or exercise any rights or benefits regarding Personal Data Processed on the Data Controller's behalf, nor shall it combine the Personal Data Processed on the Data Controller's behalf with any information it processes on behalf of any other parties, and may use and disclose Personal Data solely for the purposes for which such Personal Data was provided to it, as stipulated in the Agreement and this DPA. The Data Sub-processor certifies that it understands the rules, requirements and definitions of the CCPA and agrees to refrain from selling and/or sharing (as such terms are defined in the CCPA) any Personal Data Processed hereunder without the Data Processor's prior written consent, not taking any action that would cause any transfer of Personal Data to or from the Data Sub-processor under the Subscription Service or this DPA to qualify as "selling" or "sharing" such Personal Data under the CCPA.

3. CONFIDENTIALITY

- 3.1. Without prejudice to any existing contractual arrangements between the Parties, the Data Processor and the Data Sub-processor shall treat all Personal Data as strictly confidential and it shall inform all its employees, agents and/or approved Data Sub-processors engaged in processing the Personal Data of the confidential nature of the Personal Data. The Data Processor and the Data Sub-processor shall ensure that all such persons or parties have signed an appropriate confidentiality agreement, are otherwise bound to a duty of confidentiality, or are under an appropriate statutory obligation of confidentiality.

4. SECURITY

- 4.1. The Data Processor and the Data Sub-processor shall implement appropriate technical and organizational measures to ensure a level of security of the

processing of Personal Data appropriate to the risk. These measures shall include as appropriate:

- (a) measures to ensure that the Personal Data can be accessed only by authorized employees;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and flexibility of processing systems and services;
- (c) the ability to restore access to Personal Data in a timely manner;
- (d) a process for regularly identifying vulnerabilities, as well as testing, assessing, and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing of Personal Data;

4.2. The Data Processor and the Data Sub-processor shall demonstrate the measures they have taken pursuant to this Article 4 and shall allow the Data Controller to audit and test such measures. The Data Controller shall give at least 30 days' notice to the Data Processor or the Data Sub-processor to carry out or have carried out by a third party who has entered into a confidentiality agreement with the Data Processor or the Data Sub-processor, audits of the Data Processor's or the Data Sub-processor's operations as these relate to the Personal Data. The Data Processor or the Data Sub-processor shall cooperate with such audits carried out by or on behalf of the Data Controller and shall grant the Data Controller's auditors reasonable access to any devices involved with the Processing of the Personal Data. to ascertain the Data Processor's or the Data Sub-processor's compliance with this Data Processing Agreement.

5. SUB-PROCESSORS

5.1. The Data Processor engages only the following sub-Processors for the purpose of the provision of the Subscription Service:

- **Delta Intelligent Building Technologies (Canada) Inc.**

5.2. Notwithstanding any authorization by the Data Controller within the meaning of the preceding paragraph, the Data Processor shall remain fully liable, including but not limited to indemnifying against any third party damages alleged against Data Controller, in relation to the Data Controller for any actions of any such Data Sub-processor that fails to fulfil its data protection obligations or causes any other damage to Data Controller.

5.3. The Data Processor acknowledges and agrees to the Data Sub-processor and Data Sub-processor's affiliated companies respectively may engage third-party Data Sub-processors in connection with the provision of the Subscription Service.

5.4. The Data Processor shall ensure that the Data sub-Processors are bound by the same data protection obligations of the Data Processor under this Data Processing Agreement, shall supervise compliance thereof, and must in

particular impose on its own Data Sub-processors the obligation to implement appropriate technical and organizational measures in such a manner that the Processing will meet the requirements of Data Protection Laws.

6. ASSISTANCE TO DATA CONTROLLER

- 6.1. The Data Sub-processor shall assist the Data Processor by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Data Controller's obligation to respond to requests for exercising the Data Subjects' rights under the Data Protection Laws.
- 6.2. The Data Sub-processor shall make available to the Data Processor all information necessary to demonstrate compliance with the Data Controller's obligations and allow for and contribute to audits and data protection impact assessments, conducted by the Data Controller.
- 6.3. The Data Sub-processor shall assist the Data Processor with any prior consultations, correspondence, enquiries and/or complaints from supervisory authorities in connection with the Processing subject to this Subscription Service. In the event that any such correspondence, enquiry or complaint is made directly to the Data Sub-processor, the Data Sub-processor shall promptly inform the Data Processor providing full details of the same.
- 6.4. If the Data Sub-processor believes or becomes aware that its Processing of the Personal Data is likely to result in a high risk to the data protection rights and freedoms of Data Subjects, it shall promptly inform the Data Processor and provide the Data Processor with all such reasonable and timely assistance as the Data Processor may require in order to conduct a data protection impact assessment and, if necessary, consult with its relevant supervisory authority.
- 6.5. The Data Sub-processor shall make available to the Data Processor all information necessary to demonstrate compliance with the Data Sub-processor's obligations under the Data Protection Laws.

7. INFORMATION OBLIGATIONS AND SECURITY BREACH MANAGEMENT

- 7.1. When the Data Sub-processor becomes aware of a Security Breach that impacts the Processing of the Personal Data that is the subject of the Subscription Service, it shall promptly notify the Data Processor, who in turn will notify the Data Controller about the Security Breach and shall follow the Data Controller's instructions with regard to such incidents.
- 7.2. The Data Sub-processor shall at all times have in place written procedures which enable it to promptly respond to the Data Processor about a Security Breach, who in turn will support the Data Controller in the event that the Data Controller needs to notify under applicable Data Protection Laws.

8. RETURNING OR DESTRUCTION OF PERSONAL DATA

- 8.1. Upon termination of this Data Processing Agreement, upon the Data Controller's written request, or upon fulfillment of all purposes agreed in the context of the Subscription Service whereby no further processing is required, the Data Processor and the Data Sub-processor shall, at the discretion of the Data Controller, delete or destroy all Personal Data.
- 8.2. The Data Sub-processor shall notify all third parties supporting its own Processing of the Personal Data, including any other Sub-Processors, of the termination of the DPA and shall ensure that all such third parties shall either destroy the Personal Data or return the Personal Data to the Data Processor or Data Controller, at the discretion of the Data Controller.

9. DURATION AND TERMINATION

- 9.1. This Data Processing Agreement shall come into effect on the same date as the Subscription Service.
- 9.2. Termination or expiration of this Data Processing Agreement shall not discharge the Data Processor from its confidentiality obligations pursuant to Article 3.
- 9.3. This Data Processing Agreement shall terminate on the same date as the termination date of the Subscription Service. The Data Processor and the Data Sub-processor shall process Personal Data until that termination date.

On behalf of the Company

Date

On behalf of Delta Intelligent
Building Technologies (Canada) Inc.

Date

