



SPACETI's SERVICES TERMS AND CONDITIONS

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| SPACETI's Services Terms and Conditions – version No. | SSTC V1.0.0. |
| Version of SPACETI's Services Terms and Conditions: | 11.9.2020 |

These SPACETI Services Terms and Conditions ("SSTC") are binding and effective between Customer and SpaceTI Inc., with address Corporation Trust Center, 1209 Orange Street Wilmington, DE 19801 ("SPACETI") irrespective of the method of delivery of the Services.

1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. **"Control,"** for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Beta Services" means SPACETI services or functionality that may be made available to Customer to try at its option and at no additional charge, which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

"Customer" means an entity which has entered into an Order with SPACETI or one of its authorized resellers or distributors.

"Customer Data" means electronic data and information disclosed or submitted by or for Customer to the Services, excluding Non-SPACETI Applications.

"Data Protection Laws and Regulations" means all laws and regulations, including GDPR and other privacy related laws and regulations applicable to the handling and processing of Personal Data.

"Force Majeure" means any cause preventing any Party to the SSTC from performing any or all its obligations under this Order, that arises from, or is attributable to circumstances beyond the respective Party's reasonable control, including, but not limited to, acts of God, epidemic, pandemic, war, warlike events, terrorism, strikes, civil unrest or commotion, riots, vandalism, physical or electronic attacks targeting the respective Party's premises or communication, Internet or utilities infrastructure and similar, Internet connection failure or delay, acts of governmental or supranational authority, national emergencies, or natural disasters, such as fires, floods, earthquakes, volcanic eruptions, major storms, etc.

"Free Services" means Services that SPACETI makes available to Customer free of charge. Free Services exclude Services offered as Purchased Services.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Non-SPACETI Application" means a Web-based, mobile, offline or other third-party software application functionality that interoperates with a Service, that is provided by Customer or a third party. Non-SPACETI Applications, other than those obtained or provided by Customer, will be identifiable as such.

"Product Documentation" includes all materials and information as published or otherwise made available by SPACETI and/or Hardware Manufacturers defining or specifying the scope of functionality and/or technical parameters of the relevant Hardware, Software or Services such as operating or maintenance conditions,



environmental requirements and/or other parameters of installation, use or operation of Hardware, Software or Services.

“Purchased Services” means Services that Customer purchases under an Order, as distinguished from Free Services. A sensor subscription is a Purchased Service.

“Planned Downtime” is scheduled time when Services might be restricted or shut down to allow for planned maintenance, testing, implement upgrades, repairs and other changes. The planned downtime will not exceed 30 minutes.

“Services or Service” means the Software and services, including Purchased Services, Free Services and Beta Services that are ordered by Customer under an Order or provided to Customer free of charge (as applicable) or under a free trial, and made available online by SPACETI, including associated SPACETI offline or mobile components, as described in the Product Documentation. “Services” exclude Hardware, professional services and Non-SpaceTI Applications.

“Software” means all software (including any software applications, device drivers, firmware, communication protocols, application interfaces or other software products) that is developed, released, distributed or otherwise provided for use by SPACETI including software to which SPACETI may, subject to other Persons’ rights, provide licenses to and which is provided in connection with or for the purpose of provision of the Services.

“User” means, a legal entity or a person who is authorized by Customer to use the Purchased Service or Free Service and to whom Customer has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees of Customer and Customer Affiliates, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

2. SERVICES

- 2.1 **Provision of Purchased Services and Services.** Where Services, are provided directly to Customer at request of SPACETI’s authorized reseller (including cases where Customers are permitted to have direct access to Software), SPACETI’s Service and Professional Service shall be deemed to have been provided to or on behalf of Red Thread, and Red Thread and SPACETI shall be both be liable to the Customer. Services and Purchased Services and Software will be made available to Customer pursuant to these SSTC, and the applicable Order, SOWs (if applicable) and Product Documentation, together with standard support for the Purchased Services to Customer and/or upgraded support, if purchased. The Order for services will contain in particular: a) the type and scope of the subscribed Software, Purchased Services and / or Services, b) the effective date and the end date of subscription, c) identification of the Customer, d) location, e) item price per unit and total price of Software, Services and/ or Purchased Services for the respective term f) quantity, g) the contact information for support, where applicable, and h) any other applicable specific terms, if any. For clarity, SPACETI is also jointly and severally liable vis-à-vis the Customer for the Software.
- 2.2 The Purchased Services and or Services are, subject to commercially reasonable efforts of SPACETI, available 24 hours a day, 7 days a week, except for: (i) Planned Downtime (so long as Customer is given seven (7) days advance electronic notice, and (ii) any unavailability caused by circumstances beyond SPACETI’s reasonable control, such as act of Force Majeure, Internet connection failure or delay, Non-SPACETI Application, or denial of service attack. Services and Purchased Services will be provided in accordance with the applicable laws and government regulations generally, and subject to Customer’s use of the Purchased Services and / or Services in accordance with these SSTC, the Product Documentation and the applicable Order or SOW.
- 2.3 **Protection of Customer Data.** The Customer Data will be maintained under industry-standard best practices in administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Product Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized use, access to or disclosure of Customer Data (other than by Customer or Users).
- 2.4 **Beta Services.** From time to time, Beta Services may be made available to Customer at no charge. Customer may choose to try such Beta Services or not in its sole discretion. Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. Beta Services are not considered “Services” under these SSTC, however, all restrictions, reservation of rights and Customer’s obligations concerning the Services, and use of any related Non-SPACETI Applications, shall apply equally to Customer’s use of Beta Services. All confidentiality and security protections of Customer Data obligations and any other obligations that ought to

reasonably apply to the provision of Beta Services under this Agreement shall apply equally to SPACETI's provision of the Beta Services. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation. Beta Services may be discontinued at any time and may never be generally available.

- 2.5 Free Services.** Free Services may be made available to Customer. Use of Free Services is subject to these SSTC. In the event of a conflict between this section and any other part of these SSTC, this section shall prevail. Free Services are provided to Customer without charge up to certain limits as described in the Product Documentation or Order. Usage over these limits requires Customer's purchase of additional resources or Services. Access to Free Services, or any part thereof, may be terminated without prior notice, anytime and without liability. Customer is solely responsible for ensuring the export of the Customer Data from the Free Services prior to termination of Customer's access to the Free Services for any reason, provided that if terminated, Customer will be provided a reasonable opportunity to retrieve its Customer Data. All confidentiality and security protections of Customer Data obligations and any other obligations that out to reasonably apply to the provision of Free Services under this Agreement shall apply equally to SPACETI's provision of the Free Services.

NOTWITHSTANDING THE "REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS" SECTION BELOW, THE FREE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND SPACETI SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE FREE SERVICES UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE SPACETI'S LIABILITY WITH RESPECT TO THE FREE SERVICES SHALL NOT EXCEED \$1,000.00. WITHOUT LIMITING THE FOREGOING, SPACETI AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE FREE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, (B) CUSTOMER'S USE OF THE FREE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED THROUGH THE FREE SERVICES WILL BE ACCURATE, PROVIDED, HOWEVER, NOTHING IN THIS PARAGRAPH EXCLUDES LIABILITY FOR SPACETI AND ITS AFFILIATES FOR BREACH OF CONFIDENTIALITY OBLIGATIONS, A SECURITY BREACH, OR BREACH OF DATA PROTECTION PROVISIONS

3. USE OF SERVICES

- 3.1 Subscriptions.** Unless otherwise provided in the applicable Order or Product Documentation, (a) Purchased Services and Software are purchased as subscriptions for the term stated in the applicable Order, (b) subscriptions for Purchased Services and additional Users and sensors may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Purchased services are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments regarding future functionality or features.
- 3.2 Customer Responsibilities.** Customer will (a) be responsible for Users' compliance with these SSTC, Product Documentation and Order, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-SpaceTI Applications with which Customer uses Services, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify promptly of any such unauthorized access or use, (d) use Services only in accordance with these SSTC, Product Documentation, Order and applicable laws and government regulations, and (e) comply with terms of service of any Non-SPACETI Applications with which Customer uses Services. Any use of the Services in breach of the foregoing by Customer or Users that threatens the security, integrity or availability of Services, may result in immediate suspension of the Services, however the Customer will be provided with notice and an opportunity to remedy such violation or threat prior to any such suspension.
- 3.3 Usage Restrictions.** Customer will not (a) make any Service available to anyone other than Customer or Users, or use any Service for the benefit of anyone other than Customer, unless expressly stated otherwise in an Order or the Product Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service, or include any Service in a service bureau or outsourcing offering, (c) use a Service or Non-SPACETI Application to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-SPACETI Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or its related systems or networks, (g) permit direct or indirect access to

or use of any Services in a way that circumvents a contractual usage limit, or use any Services to access or use any of SPACETI intellectual property except as permitted under these SSTC, an Order or the Product Documentation, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) frame or mirror any part of any Service, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Product Documentation, (j) reverse engineer, or decompile a Service or access it to, (k) build a competitive product or service for commercial use, (l) build a product or service using similar ideas, features, functions or graphics of the Service for commercial use, or (m) copy any ideas, features, functions or graphics of the Service.

- 3.4 Integration with Non-SPACETI Applications.** The Services may contain features designed to interoperate with Non-SPACETI Applications. SpaceTI cannot guarantee the continued interoperability with Non-SPACETI Applications if the provider of a Non-SPACETI Application ceases to make the Non-SPACETI Application available for interoperation with the corresponding Service features.

4. PROPRIETARY RIGHTS AND LICENSES

- 4.1 SPACETI Reservation of Rights.** Subject to the limited rights expressly granted herein or under the Order, all right, title and interest in and to the Services, including all of their related intellectual property rights, belongs to SPACETI. No rights are granted to Customer other than as expressly set forth herein and in the Order.
- 4.2 Customer Reservation of Rights.** Subject to the limited rights expressly granted hereunder, all right, title and interest in and to the Customer Data and Customer Confidential Information, including all related intellectual property rights, belongs exclusively to Customer. No rights are granted to SPACETI hereunder other than as expressly set forth herein.
- 4.3 Services License.** During the subscription term and subject to Customer's compliance with these SSTCs, Customer (and its Users) are entitled on a non-exclusive, non-transferable, non-sublicensable basis and only for the subscription term to use and access the Services, for Customer's internal business use and only in accordance with these SSTCs and the Documentation.
- 4.4 Limited Customer License Grant.** During the subscription term Customer grants SPACETI a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to process Customer Data (including any Customer Confidential Information) solely in connection with the provision of the Services and for no other purpose. The aforementioned right shall automatically terminate upon any termination or expiration of the subscription term (
- 4.5 License to Use Feedback.** SPACETI and its Affiliates are entitled to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of SPACETI's or its Affiliates' services at no charge ("Feedback"). For the sake of clarity, Feedback shall not include any Customer Data or Customer Confidential Information.

5. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS

- 5.1 Warranties.** SPACETI warrants: (a) the Services (including Software) will operate in accordance with the specifications in this Agreement and Product Documentation and that the overall security, functionality, capacity or availability of the Services (including Software) will not materially decrease, provided that the foregoing warranty is expressly conditioned upon implementation of the solution by SPACETI and/or Red Thread and use of the Services in accordance with these SSTCs and the Product Documentation, and shall not apply in the event that Services have been subjected to Customer's misuse, or modification by Customer or a third party on Customer's behalf, except as specifically authorized by Red Thread or SPACETI, and excludes defects resulting from interference through an operating system or software supplied by a third party (b) the Services (including Software) will perform materially in accordance with the applicable Product Documentation and in a good and workmanlike manner, (c) the Services (including Software) do not infringe upon any third party's rights, including but not limited to intellectual property rights and privacy rights; (d) SPACETI has fully complied with any third-party licenses, permits and authorizations required in connection with the Services; (e) the Services (including Software) do not contain any viruses, worms, Trojan horses or other harmful or destructive code or content; (f) the Services (including Software) do not install any hidden components or bundle any additional software; (g) Services (including Software) will be provided in compliance with all applicable laws, including all applicable privacy laws and regulations; and (i) SPACETI is not a party to any agreement that would prohibit either of them from entering into this Agreement.

Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND,

WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. BETA SERVICES ARE PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

6. CONFIDENTIALITY

- 6.1 Confidential Information.** Pursuant to the Services (including Software) to be rendered hereunder, each Customer will have possession of or access to SPACETI Confidential Information (as defined below). For the purposes of this Section, Customer will be referred to as the "**Recipient**" and SPACETI will be referred to as the "**Discloser**." As used herein, "SPACETI Confidential Information" means all confidential, proprietary, or non-public data or information including without limitation any personal or personally identifiable information actually disclosed to the Customer in connection with this SSTC which would reasonably be considered to be confidential by the nature of the information disclosed or the circumstances surrounding disclosure, other than information which the Recipient can demonstrate: (a) is or becomes a matter of public knowledge through no fault of Recipient; (b) was rightfully in Recipient's possession in a complete and tangible form before it received the SPACETI Confidential Information from Discloser; (c) was furnished to Recipient on a non-confidential basis from a third party, provided that such third party is not bound by an obligation of confidentiality to Discloser with respect to such SPACETI Confidential Information; or (d) was independently developed by Recipient without reference to the Discloser's information.
- 6.2 Required Disclosure.** If Recipient is required to disclose SPACETI Confidential Information in order to comply with applicable laws or regulations, or with a valid order of a court or other governmental body of the U.S. or any political subdivisions thereof, it may do so without breach of these SSTC or Order, but only to the extent and for the purposes of such required disclosure and provided that: (a) Recipient promptly notifies Discloser in order to provide Discloser the opportunity to seek a protective order; and (b) Recipient takes all reasonable actions to obtain confidential treatment for such SPACETI Confidential Information and, if possible, to minimize the extent of such disclosure. Any SPACETI Confidential Information so disclosed will continue to be treated as confidential for all purposes hereunder.
- 6.3 Protection of Confidential Information.** The Recipient agrees to hold secret and protect the SPACETI Confidential Information and use that degree of care that the Recipient uses or would use with respect to its own proprietary and confidential information (but in any event not less than a reasonable degree of care) to keep the SPACETI Confidential Information secret. Further, the Recipient agrees that it will not: (a) disclose any SPACETI Confidential Information to any person or entity other than its Affiliates and its and their employees, professional advisors, subcontractors and agents with a need to know in connection with its performance of these SSTCs and the Order; and/or (b) use or exploit in any manner the SPACETI Confidential Information for itself or any person, or other entity other than in connection with its performance of these SSTCs and the Order. Upon request of SPACETI, Recipient will return to Discloser all SPACETI Confidential Information, and reproductions thereof that are in its possession immediately upon request and in any event upon the expiration or termination of the subscription term and these SSTCs
- 6.4 Remedy.** Both parties hereby acknowledge that disclosure of the SPACETI Confidential Information by it or breach of the provisions contained herein may give rise to irreparable injury to SPACETI and such breach or disclosure may be inadequately compensable in money damages. Accordingly, Discloser may seek injunctive relief against the breach or threatened breach of the foregoing undertakings. Such remedy will not be deemed to be the exclusive remedy for any such breach but will be in addition to all other remedies available at law or equity. Each party further acknowledges and agrees that the covenants contained herein are necessary for the protection of each party's legitimate business interests and are reasonable in scope and content.
- 6.5** SPACETI is aware of the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq and its legally binding implementing regulations with respect to any Personal Data, both as currently enacted as of the Effective Date of the applicable Order Form ("CCPA"). SPACETI certifies that it will not sell, retain, use, or disclose, Personal Data for purposes other than providing the Services as contemplated by the Order and these SSTCs, or as otherwise permitted in writing by SPACETI under the CCPA. In the event of any future amendments to the CCPA, the parties will discuss in good faith any changes that may be required in order for the parties to comply with their respective obligations under such changes to the CCPA.

7. LIABILITY; INDEMNIFICATION

- 7.1** EXCEPT AS SUCH DAMAGES THAT MAY ARISE OUT OF: INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY

RIGHTS, A BREACH OF A CONFIDENTIALITY OBLIGATION (INCLUDING A DATA BREACH), OR AS A RESULT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT:

- (A) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCT OR BUSINESS INTERRUPTION; AND
- (B) NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY DIRECT DAMAGES RELATING TO THIS AGREEMENT IN EXCESS OF THE SUM OF TWO TIMES THE AMOUNTS PAID OR PAYABLE BY CUSTOMER HEREUNDER FOR THE PRIOR TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM.

7.2 Indemnification. Within the liability limitations stipulated in the Section 7.2 herein above, SPACETI shall defend, indemnify and hold Customer harmless from and against any loss, costs, claims, suits, actions, liability, damage, damage to property or for injury to or death of any person, claim, suit, demand, cause of action, or proceeding arising out of

(a) a breach of warranty, including, without limitation, any Order or Statement of Work;

(b) a breach of any covenant or obligation under these SSTCs, including, without limitation, any Order or Statement of Work if such breach is not remedied within 30 days;

(c) gross negligence or the willful misconduct of SPACETI its Affiliates and its and their respective employees, directors, officers, employees, contractors and agents;

(d) infringement or alleged infringement of any third-party patents, copyrights, or trademarks, or misappropriation or misuse of any trade secrets or other Customer Confidential Information by the Services, provided SPACETI is notified promptly in writing of any such claim (provided that a failure to provide such notice shall only relieve the SPACETI of its indemnity obligations if SPACETI is materially prejudiced by such failure) and given information and reasonable assistance by Customer in preparation of the defence of any such claim, and permitted to control, defend and/or settle such claim through attorneys of its own choosing; provided, however that any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by Customer without the prior written consent of Customer.

CUSTOMER DATA PROCESSING ADDENDUM

(revision – effective as of 08/2024)

In the course of providing the Services to Customer pursuant to the Agreement, SPACETI may Process Personal Data on behalf of Customer and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith:

1. DEFINITIONS

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

“Data Protection Laws and Regulations” means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states,

Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.

“Data Subject” means the identified or identifiable person to whom Personal Data relates.

“GDPR” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

“Personal Data” means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations), where for each (i) or (ii), such data is Customer Data.

“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, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

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

“Security Documentation” means the Security Documentation applicable to the specific Services purchased by Customer, as updated from time to time, and accessible via login to the applicable Service, or as otherwise made reasonably available by SPACETI. The Security Documentation as of Effective Date is attached as Schedule 2 to this DPA.

“SPACETI Group” means SPACETI and its Affiliates engaged in the Processing of Personal Data.

“Sub-processor” means any Processor engaged by SPACETI or a member of the SPACETI Group.

“Supervisory Authority” means an independent public authority which is established by an EU Member State pursuant to the GDPR.

2. PROCESSING OF PERSONAL DATA

- 2.1 **Roles of the Parties.** The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller, SPACETI is the Processor and that SPACETI or members of the SPACETI Group will engage Sub-processors pursuant to the requirements set forth in Section 5 “Sub-processors” below.
- 2.2 **Customer’s Processing of Personal Data.** Customer shall, in its use of the Services and Professional Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, Customer’s instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.
- 2.3 **SPACETI’s Processing of Personal Data.** SPACETI shall treat Personal Data as Confidential Information and shall only Process Personal Data on behalf of and in accordance with Customer’s documented instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s) or SOW(s); (ii) Processing initiated by Users in their use of the Services; and (iii) Processing to comply with other

documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement.

- 2.4 Details of the Processing.** The subject-matter of Processing of Personal Data by SPACETI is the performance of the Services and Professional Services, if applicable, pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 1 (Details of the Processing) to this DPA.

3. RIGHTS OF DATA SUBJECTS

- 3.1 Data Subject Request.** SPACETI shall, to the extent legally permitted, promptly notify Customer if SPACETI receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making, each such request being a "Data Subject Request". Taking into account the nature of the Processing, SPACETI shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, SPACETI shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent SPACETI is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from SPACETI's provision of such assistance.

4. SPACETI PERSONNEL

- 4.1 Confidentiality.** SPACETI shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data and have executed written confidentiality agreements. SPACETI shall ensure that such confidentiality obligations survive the termination of the personnel engagement.
- 4.2 Limitation of Access.** SPACETI shall ensure that SPACETI's access to Personal Data is limited to those personnel performing Services and Professional Services in accordance with the Agreement.
- 4.3 Data Protection Officer.** Members of the SPACETI Group have appointed a data protection officer. The appointed person may be reached at legal@spaceti.com.

5. SUB-PROCESSORS

- 5.1 Appointment of Sub-processors.** Customer acknowledges and agrees that (a) SPACETI's Affiliates may be retained as Sub-processors; and (b) SPACETI and SPACETI's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services and Professional Services. SPACETI or a SPACETI Affiliate has entered into a written agreement with each Sub-processor containing data protection obligations not less

protective than those in this Agreement with respect to the protection of Personal Data to the extent applicable to the nature of the Services and Professional Services provided by such Sub-processor.

- 5.2 List of Current Sub-processors and Notification of New Sub-processors.** SPACETI shall make available to Customer the current list of Sub-processors. Such Sub-processor lists shall include the identities of those Sub-processors and their country of location (the “**Infrastructure and Sub-processor Documentation**”). SPACETI shall make available to Customer the up-to date Infrastructure and Sub-processor Documentation as well as a mechanism to subscribe to notifications of new Sub-processors to which Customer shall subscribe, and if Customer subscribes, SPACETI shall provide notification of a new Sub-processor(s) before authorizing any new Sub-processor(s) to Process Personal Data in connection with the provision of the applicable Services. The Infrastructure and Sub-processor Documentation for Services, as of Effective Date, is for reference purposes only attached as Schedule 3 hereto.
- 5.3 Objection Right for New Sub-processors.** Customer may object to SPACETI’s use of a new Sub-processor by notifying SPACETI promptly in writing within ten (10) business days after receipt of SPACETI’s notice in accordance with the mechanism set out in Section 5.2 hereof. In the event Customer objects to a new Sub-processor, as permitted in the preceding sentence, SPACETI will use reasonable efforts to make available to Customer a change in the Services or Professional Services or recommend a commercially reasonable change to Customer’s configuration or use of the Services or Professional Services to avoid Processing of Personal Data by the objected-to new Sub- processor without unreasonably burdening Customer. If SPACETI is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer may terminate the applicable Order Form(s) or SOW(s) with respect only to those Services or Professional Services which cannot be provided by SPACETI without the use of the objected-to new Sub-processor by providing written notice to SPACETI. SPACETI will refund Customer any prepaid fees covering the remainder of the term of such Order Form(s) or SOW(s) following the effective date of termination with respect to such terminated Services or Professional Services, without imposing a penalty for such termination on Customer.
- 5.4 Liability.** SPACETI shall be liable for the acts and omissions of its Sub-processors to the same extent SPACETI would be liable if performing the services of each Sub-processor directly under the terms of this DPA.

6. SECURITY

- 6.1 Controls for the Protection of Personal Data.** SPACETI shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Customer Data), confidentiality and integrity of Customer Data, as set forth in the Security Documentation. SPACETI regularly monitors compliance with these measures. SPACETI will not materially decrease the overall security of the Services during a subscription term.

6.2 Cooperation and Audits. SPACETI shall make available to Customer such information as is requested by Customer to demonstrate its compliance with applicable statutory obligations, in a commonly used and machine-readable format. In cases of official requests of data protection authorities with jurisdiction over the Processing hereunder, or, in case Customer has reasonable grounds to assume that a Customer Data Incident has taken place, Customer may upon at least fourteen (14) days prior written notice to SPACETI conduct a site visit of the applicable SPACETI operations center at Customer's expense by a representative of Customer or its independent third party auditor (always not a direct competitor of SPACETI). Such audits shall be carried out at normal business hours without disrupting the on-going business operations of SPACETI. SPACETI may make the audits dependent on the signing of a nondisclosure agreement with SPACETI.

7. CUSTOMER DATA INCIDENT NOTIFICATION

SPACETI shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data, including Personal Data, transmitted, stored or otherwise Processed by SPACETI or its Sub-processors of which SPACETI becomes aware (a "**Customer Data Incident**"). SPACETI shall make reasonable efforts to identify the cause of such Customer Data Incident and take those steps as SPACETI deems necessary and reasonable in order to remediate the cause of such a Customer Data Incident to the extent the remediation is within SPACETI's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's Users.

8. RETURN AND DELETION OF CUSTOMER DATA

The procedure is set forth in Section 2.2 of the Agreement.

9. DATA TRANSFERS

SPACETI shall ensure that the transfer of Personal Data which are undergoing Processing or are intended for Processing after transfer to a third country shall take place only if such transfer meets the conditions outlined in the GDPR, specifically Chapter V.

10. EUROPEAN SPECIFIC PROVISIONS

10.1 GDPR. SPACETI will Process Personal Data in accordance with the GDPR requirements directly applicable to SPACETI's provision of its Services or Professional Services.

10.2 Data Protection Impact Assessment. Upon Customer's request, SPACETI shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR to carry out a data protection impact assessment related to Customer's use of the Services or Professional Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to SPACETI. SPACETI shall provide reasonable assistance to Customer in the

cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to Section 10.2 of this DPA, to the extent required under the GDPR.

List of DPA Schedules

Schedule 1: Details of the Processing

Schedule 2: Security Documentation (as of Effective Date)

Schedule 3: SPACETI Infrastructure and Sub-processors (as of Effective Date)

SCHEDULE 1 - DETAILS OF THE PROCESSING (DPA- MSA)

Nature and Purpose of Processing

SPACETI will Process Personal Data as necessary to perform the Services or Professional Services pursuant to the Agreement, as further specified in the Documentation, and as further instructed by Customer in its use of the Services or Professional Services.

Duration of Processing

Subject to Section 8 of the DPA, SPACETI will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

Categories of Data Subjects

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Employees or visitors of Customer
- Agents, advisors, freelancers of Customer (who are natural persons)
- Customer's Users authorized by Customer to use the Services

Type of Personal Data

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First and last name
- Contact information (company, email, phone, physical business address)
- Profile photo (optional)
- Connection data (anonymized)
- Localization data
- Locker usage data
- Booking data (who, when, what was booked)
- User-created content (newsfeed, picture, events, ...)

SCHEDULE 2 - SECURITY DOCUMENTATION (DPA- MSA)

(As of Effective Date)

SPACETI has implemented the following technical and organizational security measures to provide the ongoing confidentiality, integrity, availability and resilience of processing systems and services:

1. Confidentiality

SPACETI has implemented the following technical and organizational security measures to protect the confidentiality of processing systems and services, in particular:

- SPACETI processes all customer data on remote server sites owned and operated by industry leading cloud service providers that offer highly sophisticated measures to protect against unauthorized persons gaining access to data processing equipment (namely telephones, databases and application servers and related hardware). Such measures include:
 - a layered security model, including safeguards like custom-designed electronic access cards, alarms, vehicle access barriers, perimeter fencing, metal detectors, and biometrics, and the data center floor features laser beam intrusion detection;
 - data centers are monitored 24/7 by high-resolution interior and exterior cameras that can detect and track intruders;
 - access logs, activity records, and camera footage are available in case an incident occurs;
 - data centers are also routinely patrolled by experienced security guards who have undergone rigorous background checks and training;
 - access to the data center floor is only possible via a security corridor which implements multi-factor access control using security badges and biometrics;
 - only approved employees with specific roles may enter.

- SPACETI implements suitable measures to prevent its data processing systems from being used by unauthorized persons. This is accomplished by:
 - automatic time-out of user terminal if left idle, identification and password required to reopen;
 - issuing and safeguarding identification codes;
 - letting customers define individual user accounts with permissions across SPACETI resources;

- SPACETI’s employees entitled to use its data processing systems are only able to access Personal Data within the scope of and to the extent covered by their respective access permissions (authorization). In particular, access rights and levels are based on employee job function and role using the concepts of least-privilege and need-to-know to match access privileges to defined responsibilities. This is accomplished by:
 - limited access to Personal Data to only authorized persons;
 - industry standard encryption; and

2. Integrity

SPACETI has implemented the following technical and organizational security measures to protect the integrity of processing systems and services, in particular:

- SPACETI implements suitable measures to prevent Personal Data from being read, copied, altered or deleted by unauthorized parties during the transmission thereof or during the transport of the data on media. This is accomplished by:
 - use of state-of-the-art firewall and encryption technologies to protect the gateways and pipelines through which the data travels;
 - industry standard encryption; and
 - avoiding the storage of Personal Data on portable storage media for transportation purposes and on company issued laptops or other mobile devices.
- SPACETI does not access any customer content except as necessary to provide that customer with the SPACETI products and professional services it has selected. SPACETI does not access customers’ content for any other purposes. Accordingly, SPACETI does not know what content customers choose to store on its systems and cannot distinguish between Personal Data and other content, so SPACETI treats Customer Data the same. In this way, Customer Data benefits from the same robust SPACETI security measures, whether this content includes Personal Data or not.

3. Availability

SPACETI has implemented the following technical and organizational security measures to protect the availability of processing systems and services, in particular:

- SPACETI implements suitable measures to provide that Personal Data is protected from accidental destruction or loss. This is accomplished by:
 - infrastructure redundancy;
 - policies prohibiting permanent local (work station) storage of Personal Data; and
 - performing regular data back-ups.

4. Resilience

SPACETI has implemented the following technical and organizational security measures to protect the resilience of processing systems and services, in particular:

- SPACETI designs the components of its platform to be highly resilient. This is accomplished by:
 - selection of best-in-class infrastructure providers with data centres that have daily backups with an assured uptime and availability of 99.9999% by the service providers.

SCHEDULE 3 - SPACETI INFRASTRUCTURE AND SUB-PROCESSORS (DPA- MSA)

(As of Effective Date)

Scope

This documentation describes the infrastructure environment and sub-processors and certain other entities material to SPACETI's provision of the Services.

Capitalized terms used in this documentation are defined in SPACETI's Master Services Agreement and/or Data Processing Addendum. In the event of conflict, the Data Processing Addendum definition shall prevail.

Infrastructure – Personal Data Storage & Processing

The following table describes the countries and legal entities engaged in the storage of Personal Data submitted by customers to the Services.

| SUBPROCESSOR | PURPOSE OF DATA PROCESSING | SUBPROCESSOR SEAT OF BUSINESS | LOCATION |
|--|---|--|---------------------|
| Amazon Web Services EMEA SAR | Data processing, storing personal & other data (personal data, analytics, booking data etc.). | BUSINESS REG. NO 352 2789 0057 38 Avenue John F. Kennedy, L-1855, Luxembourg aws-EU-privacy@amazon.com | EU region - Germany |
| Heroku (Salesforce) | Data processing. | 415 Mission Street Suite 300 San Francisco, CA, 94105 privacy@salesforce.com | EU region |
| Google Cloud EMEA Limited | Mobile app users notification, app distribution. | 70 Sir John Rogerson's Quay, Dublin 2, Ireland googlekrsupport@google.com | EU - Germany |
| Stovepipe Studios, Inc. (Memetria) (former Redis Green) | Storing data (personal data, analytics data, aggregated analytics data, booking data). | Stovepipe Studios, 2130 N Kilpatrick Street #17292, Portland OR 97217, United States privacy@memetria.com | EU region - Germany |
| Elastic.co | Storage for sensor & analytics data. | EUROPEAN HQ The Netherlands | EU region |

| | | | |
|--|--|---|-----------|
| Auth0 (a wholly owned subsidiary of Okta, Inc.) | Authentication & authorization platform for secured login & user management. | Keizersgracht 281 1016 ED Amsterdam security@elastic.co Auth0 Inc. (a wholly owned subsidiary of Okta, Inc.) (10800 NE 8th Street, Suite 700, Bellevue, WA 98004, USA) and/or the applicable Okta affiliates processing personal data. Auth0 Limited, UK, is registered with the Information privacy@okta.com | EU region |
| WorkOS (*Note: only for specific product features) | Okta SSO, Google SSO integration, Microsoft AD synchronization. | WorkOS, 548 Market St, PMB 86125, San Francisco, CA 94104 security@workos.com | USA |
| SendGrid (Twilio Inc.) | Email automation, sending notifications | Twilio Ireland Limited 70 Sir John Rogerson's Quay Dublin 2 D02 R296, Ireland | EU region |
| HubSpot | Client/partner information and deal/agreement high level information | HubSpot, Inc. 25 First Street Cambridge, MA 02141 USA | EU region |
| HID Global Corporation, part of ASSA ABLOY (*Note: only for access control product features) | Access control | 33 Rue de Verdun Le Green Walk Batiment D Suresnes, 92150 France | EU region |
| Salto Systems, S.L. (*Note: only for access control product features or specific lockers features) | Access control, lockers | C/ Arkotz 9, Polígono Lanbarren 20180 Oiartzun, Gipuzkoa, Spain | EU region |

Network Providers

The Services may use network providers to provide the Services, for security purposes, to support user authentication, and to optimize content delivery (the “**Network Providers**”). SPACETI uses Network Providers to provide private network capabilities and also to provide Content Delivery Network services (the “**CDN**”). CDN are commonly used systems of distributed services that deliver content based on the geographic location of the individual accessing the content and the origin of the content provider. Content items to be served to subscribers or end users, such as images or attachments uploaded to the Services, may be stored with a CDN to expedite transmission, and information transmitted across a CDN may be accessed by the CDN to enable its functions.

SPACETI customers may subscribe to notifications of new sub-processors by sending an e-mail to legal@spaceti.com.