

SKYHOOK

DATA PROTECTION ADDENDUM

This Data Processing Addendum (“Addendum”) is effective as of May 25, 2018 (the “Effective Date”), and forms an integral part of any agreement, including the Terms and Conditions or Terms of Use (“Agreement”) by and between the organization signing or accepting below (“Data Controller”) and Skyhook Holding, Inc. and/or its wholly-owned subsidiary Skyhook Wireless Inc. (together, “Skyhook”). Both Data Controller and Skyhook may be referred to herein individually as a Party, and together as the Parties. Any terms not defined in this Addendum shall have the meaning set forth in the Agreement, in unless otherwise specified.

WHEREAS, Skyhook provides Data Controller with certain products or services as set forth in the underlying Agreement between the Parties;

WHEREAS, in connection with Skyhook’s performance or operation of those products and services, for or on behalf of Data Controller pursuant to the Agreement, Skyhook – a company located in the United States – may be provided with access to personally identifiable information about European Economic Area individuals to act as a Data Processor;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

SECTION I – DEFINITIONS

1. “Controller” means any person or organization that, alone or jointly with others, determines the purposes and means of the Processing of EU Personal Data.
2. “EU Personal Data” means personally identifiable information about individuals located in the European Union and may include, but not limited to, the following: (i) categories of data subjects: prospects, customers, business partners, and vendors and (ii) types of personal data: name, title, position, and email address and location.
3. “GDPR” means the European Union General Data Protection Regulation.
4. “Process(es)” or “Processing” of EU Personal Data means any operation or set of operations that is performed on EU Personal Data, whether by automated means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure or dissemination, and erasure or destruction.
5. “Processor” means any natural or legal person, public authority, agency, or other body that Processes EU Personal Data on behalf of Controller.

SECTION II - PRIVACY, CONFIDENTIALITY, AND INFORMATION SECURITY

1. Authority to Process EU Personal Data
 - (a) Data Controller and Skyhook agree that Data Controller shall be deemed to be the Controller and Skyhook shall be deemed to be the Processor of EU Personal Data, except as set forth herein or except in those instances when Data Controller is a Processor, in which case Skyhook would be a sub-Processor.

- (b) In connection with the foregoing, Data Controller acknowledges and agrees that Skyhook may also operate as a Data Controller (as that term is used in the GDPR or other applicable directives) with respect to certain of its services and/or the compilation of its location-based datasets. When Skyhook combines personal data elements from different customers in order to create enhanced location analytics services, it may do this both as a Data Processor at your instruction and as a Data Controller itself with respect to certain information that it used to improve or provide improving the services it provides to all customers. For example, Skyhook may process and aggregate some of the personal data elements that are contained in a Location and/or API Request (such as a MAC Address or IP Address) in order to make that personal data part of Skyhook's access point or IP Address databases for the future provision or update of services provided to other Skyhook customers.
- (c) The Parties agree that these Addendum terms do not apply where Skyhook is deemed to be a Controller of EU Personal Data.
- (d) Skyhook will Process EU Personal Data only with Data Controller's written instructions and solely for the following purposes, (a) on behalf of and for the benefit of Data Controller in connection with the Agreement; and (b) to carry out its obligations pursuant to this Addendum, the Agreement, and (c) as required by applicable law.
- (e) Data Controller will have the exclusive authority to determine the purposes for and means of Processing EU Personal Data.
- (f) This Addendum and the Agreement are Data Controller's complete instructions to Skyhook for the Processing of EU Personal Data. All additional instructions shall be made as a written amendment to this Addendum signed by both parties.

2. Disclosure of and Access to EU Personal Data

- (a) Skyhook will hold all EU Personal Data in confidence.
- (b) Skyhook will (a) provide at least the same level of privacy protection for EU Personal Data received from Customer, as is required by the GDPR, and the Privacy Shield principles that may be found on the Privacy Shield website; (b) promptly notify Data Controller if at any time Skyhook determines that it can no longer meet its obligation to provide the same level of protection as is required by the GDPR; and (c) take commercially reasonable steps to remedy any failures to properly Process such EU Personal Data if, at any time, Data Controller notifies Skyhook that Data Controller has reasonably determined Skyhook is not Processing the EU Personal Data in compliance with the GDPR.
- (c) Skyhook will only transfer EU Personal Data outside the country in which Data Controller or its personnel original delivered it to Skyhook for Processing where adequate data privacy safeguards are in place, such as binding corporate rules, the Model Clauses, or the Privacy Shield principles, unless required by law, in which case, Skyhook will, unless such prior disclosure is prohibited, notify Data Controller of such requirement before Processing.
- (d) Skyhook will not share, transfer, disclose, or otherwise provide access to any EU Personal Data to any third party or contract any of Skyhook's rights or obligations concerning EU Personal Data to a third party, unless Data Controller has authorized Skyhook to do so in writing, except as required by law. Where Skyhook, with the consent of Data Controller, provides to a third party access to EU Personal Data or contracts such rights or obligations to a third party, Skyhook will, with each

third party, (a) enter into a written agreement that imposes obligations on the third-party that are consistent with the GDPR, (b) transfer the EU Personal Data to the third party only for the limited and specified purposes as instructed by Data Controller, (c) require the third party to notify Skyhook if the third party determines that it can no longer meet its obligation to provide the same level of protection as is required by the GDPR; and (d) upon notice, take reasonable and appropriate steps to stop and remediate unauthorized Processing.

- (e) Customer hereby provides its consent for Skyhook to use subprocessors as necessary to provide the services including, but not limited to, use of Amazon Web Services to provide API server hosting. To the extent that Skyhook makes any changes with regard to the use of its subprocessors, it shall inform Customer and provide Customer with the right to object to such change. To the extent Customer has a reasonable objection to such change in subprocessors, the parties shall cooperate to address the objection in a reasonable manner.
 - (f) Skyhook may replace a subprocessor if the reason for the change is beyond Skyhook's reasonable control. In such instance, Skyhook shall notify Data Controller of the replacement as soon as reasonably practicable, and Data Controller shall retain the right to object to the replacement subprocessor pursuant to section (e) above.
 - (g) Skyhook will promptly inform Data Controller in writing of any requests with respect to EU Personal Data received from Data Controller's customers, consumers, employees, or other associates. Data Controller will be responsible for responding to any such request, but Skyhook will reasonably cooperate with Data Controller to address any such request or a request by an individual about whom Skyhook holds EU Personal Data for access, correction, restriction, objection, erasure or data portability of his or her EU Personal Data.
 - (h) Skyhook shall implement appropriate technical and organizational measures designed to protect the EU Personal Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, access or use (each a "Security Incident") and in accordance with Vendor's security standards as set forth in the Agreement.
 - (i) Skyhook shall notify Data Controller within forty-eight (48) hours of a Security Incident, and shall provide such timely information as Data Controller may reasonably require to enable Data Controller to fulfil any data breach reporting obligations under the GDPR. Skyhook will take steps to immediately identify and remediate the cause of such Security Incident.
 - (j) Subject to applicable law, Skyhook will notify Data Controller immediately in writing of any subpoena or other judicial or administrative order by a government authority or proceeding seeking access to or disclosure of EU Personal Data. Data Controller may, if it so chooses, seek a protective order, and Skyhook will reasonably cooperate with Data Controller in such action, provided Data Controller reimburses Skyhook for all costs, fees, and legal expenses associated with the action. Skyhook will have the right to approve or reject any settlements that affect Skyhook.
3. Skyhook will comply with applicable data protection and privacy laws, including, but not limited to, the GDPR, to the extent such laws apply to Skyhook in its role as a Processor.
4. Data Controller certifies that it:
- (a) Has obtained the written consent, affirmative opt-in, other written authorization ("Consent") from applicable individuals in the European Union or has another legitimate, legal basis for delivering or making accessible EU Personal Data to Skyhook (as well at its subsidiaries, affiliates, and

subprocessors), and such Consent or other legitimate basis allows Skyhook (and its subsidiaries, affiliates, and subprocessors) to Process the EU Personal Data pursuant to the terms of the Agreement and this Addendum,

(b) Has ensured that the delivery and disclosure to Skyhook of EU Personal Data is in compliance with the GDPR as Controller and all laws applicable to Data Controller and otherwise complies with applicable privacy and data protection laws, and

(c) Will notify Skyhook of any request to delete information.

5. Skyhook will assist Data Controller in ensuring that its secure Processing obligations, as Controller, under the GDPR are met, which may include assisting Data Controller in a consultation with a supervisory authority where a data protection impact assessment indicates that the intended Processing would result in a high risk. Upon request, Skyhook shall make available to Data Controller the information necessary to demonstrate compliance with the GDPR and will allow for and contribute to audits, including inspections, to confirm Skyhook's compliance with this Addendum by Controller or another auditor mandated by Controller. All expenses resulting from this Section 5 will be incurred by Data Controller, unless Skyhook is found materially noncompliant.
6. Upon termination of the Agreement, Skyhook shall either return all EU Personal Data Processed on behalf of Data Controller or delete or destroy the EU Personal Data, including any existing copies, at Data Controller's expense, if any, unless Skyhook has a legal obligation to maintain such EU Personal Data.

IN WITNESS WHEREOF, the parties acknowledge their agreement to the foregoing by due execution of this Addendum by their respective authorized representatives. The Addendum cannot be modified or amended by either party except with a separate written document signed by both parties.

(Data Controller)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

SKYHOOK WIRELESS, INC.

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____