

KIGEN DATA PROCESSING ADDENDUM (13 April 2026)

This Kigen Data Processing Addendum together with its Exhibits and Appendices (“**DPA**”) sets out the Parties’ agreement in relation to the Processing of Personal Data by Kigen for Customer in connection with the provision of Kigen Hosted OTA, and M2M, Consumer and IoT RSP Server services and/or data generation services (collectively, the “**Services**”) pursuant to the Terms of Sale or any other written or electronic agreement between Kigen and Customer (the “**Service Agreement**”).

Customer enters into this DPA and this DPA becomes binding upon execution of the Service Agreement.

This DPA governs the manner in which Personal Data shall be Processed. Kigen is the Processor of Personal Data and Customer is the Controller of Personal data under this DPA and the Service Agreement.

1. PARTIES TO THIS DPA

1.1 This DPA is made between:

the Customer as identified in the Service Agreement (“**Customer**”); and

the Kigen entity that is party to the Service Agreement (“**Kigen**”).

1.2 Customer and Kigen are hereunder jointly referred to as the “Parties”, and each separately as a “Party”.

2. DEFINITIONS

2.1 For the purposes of this DPA, the following capitalised words are ascribed the following meanings:

“**Adequacy Decision**” means a formal decision made by the European Commission based on article 45 of the GDPR.

“**Applicable Indian Data Protection Law**” means the Digital Personal Data Protection Act, 2023 and any rules, regulations or guidance issued thereunder, as amended from time to time.

“**Agreement**” means the Service Agreement together with this DPA.

“**Consent**” means any freely given, specific, informed, unconditional and unambiguous indication of the Data Principal’s wishes by a clear affirmative action, as defined under the Applicable Indian Data Protection Law.

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

“**Customer Data**” means any data and information that are defined in the Service Agreement as “Device Data”, “Device Specific Data”, and “Account Data” and which are submitted by or for Customer to the Service.

“**Data Fiduciary**”, “**Data Principal**” and “**Significant Data Fiduciary**” shall have the meanings given under the Applicable Indian Data Protection Law.

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

“**Data Subject Request**” has the meaning ascribed to it under Clause 5.2.

“**Data Protection Legislation**” means all laws and regulations relating to the protection of personal data and privacy of individuals (all as amended, superseded or replaced from time to time), including without limitation the California Consumer Privacy Act (CCPA) (and including, as amended by, California Privacy Rights Act of 2020 (CPRA)), Applicable Indian Data Protection Law, the General Data Protection Regulation (EU) 2016/679 (“**GDPR**”), including any legislative and/or regulatory amendments or successors thereto, and any applicable implementing local legislation within the EEA, any other laws and regulations of the European Union, their member states and of India and the United Kingdom.

“**Documented Instructions**” has the meaning ascribed to it under Clause 4.2.

“**DPA**” has the meaning ascribed to it above.

“**EEA**” means the European Economic Area.

“**European Data Protection Legislation**” means, as applicable, the GDPR, the UK GDPR and the Federal Data Protection Act of 19 June 1992 (Switzerland), each as amended, superseded or replaced from time to time.

“**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 (General Data Protection Regulation), as amended, superseded or replaced from time to time.

“**Kigen Group**” means Kigen (UK) Limited, a company incorporated in England (UK), and its Subsidiaries from time to time.

“**Kigen Site**” means <https://www.kigen.com>, including without limitation all sub-domains thereof, and any successor or related site designated by Kigen.

“**Personal Data**” means any information relating to an identified or identifiable natural person included in Customer Data as defined under the Data Protection Legislation.

“**Personal Data Breach**” means a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed by Kigen under the Agreement.

“**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.

“**Service**” means any and all services provided by Kigen under the Service Agreement.

“**Service Agreement**” has the meaning ascribed to it above.

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

“**Relevant Transfer**” has the meaning ascribed to it under Clause 8.3.

“**Standard Contractual Clauses**” means the clauses included in Commission Decision of 4 June 2021 on standard contractual clauses for the transfer of personal data to processors established in third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council as amended, superseded or replaced from time to time.

“**Sub-processor**” means a third party that Kigen or another Kigen Group entity engages for the Processing of Personal Data on behalf of Customer.

“**Subsidiary**” means any company the majority of whose voting shares is now or hereafter owned or controlled, directly or indirectly, by a party hereto. A company shall be a Subsidiary only for the period during which such control exists.

“**Supervisory Authority**” means an independent public authority charged with overseeing the compliance with Data Protection Legislation.

“**UK**” means the United Kingdom.

“**UK Addendum**” means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner under section 119A of the Data Protection Act 2018, as amended or replaced from time to time by a competent authority under the relevant UK Data Protection Laws.

2.2 All capitalized terms not defined in this DPA shall have the meaning ascribed to them in the Service Agreement.

3. ROLES OF THE PARTIES

- 3.1 Customer shall, in its use of the Service, and Kigen, in its delivery of the Service, Process Personal Data only to the extent necessary for the purpose of the Agreement and at all times in accordance with the requirements of the applicable Data Protection Legislation and any other laws and regulations applicable to Customer and in accordance with the Agreement and in such a way as to not cause the other party to breach any of their obligations under Data Protection Legislation. For the purposes of Applicable Indian Data Protection Law, Customer shall act as the Data Fiduciary and Kigen shall act as the Data Processor.
- 3.2 Kigen's data processing activities are further described in Annex I. Annex II contains a list of technical and organizational measures. Annex III sets out a list of Kigen's approved sub-processors. Either Party may request the update of the Annex I and Annex II from time to time during the term of the DPA to reflect the processing performed by Kigen (or its approved sub-processors (if any)). The Parties shall not object to such updates without reasonable grounds. Annex I and Annex II serve as annexes to this DPA, the Standard Contractual Clauses, and the UK Addendum, where applicable.
- 3.3 As between Customer and Kigen, Customer has sole responsibility for the accuracy, quality, and legality of Personal Data provided to Kigen for Processing and the means by which these Personal Data were acquired.
- 3.4 If Customer is not the Controller of the Personal Data, or is a Controller jointly with others, Customer represents and warrants to Kigen that any third party who is a Controller of the Personal Data agrees to the Processing by Kigen of the Personal Data pursuant to the Agreement and the Documented Instructions provided to Kigen pursuant to the Agreement.
- 3.5 Customer acts as a single point of contact and is responsible for obtaining any relevant authorizations, consents and permissions for the Processing of Personal Data in accordance with the Agreement. Where authorizations, consent, instructions or permissions are provided by Customer, these are provided not only on behalf of Customer but also on behalf of all relevant Controllers of the Personal Data. Where Kigen informs or gives notice to Customer, it is Customer's responsibility to forward such information and notices to any relevant Controller(s) (as applicable) without undue delay.
- 3.6 For Indian Customer, Customer shall be responsible for compliance with obligations of a Data Fiduciary under Applicable Indian Data Protection Law, including lawful processing, consent management, and provision of notices. Kigen shall process Personal Data only on instructions of Customer and in accordance with obligations applicable to a Data Processor under Applicable Indian Data Protection Law.
- 3.7 Customer shall indemnify, defend and hold harmless Kigen, its Affiliates, and their respective officers, directors, employees and agents ("**Kigen Indemnified Parties**") from and against any and all losses, liabilities, damages, costs, claims, fines, penalties and expenses (including reasonable legal fees) arising out of or in connection with:
- a. Customer's failure to obtain, maintain, or demonstrate valid Consent from Controllers and Data Principals in accordance with Data Protection Legislation;
 - b. Customer's failure to provide adequate notice to Data Principals as required under Applicable Data Protection Law;
 - c. Processing of Personal Data by Kigen in accordance with Customer's Documented Instructions where such Processing is based on invalid, withdrawn, or otherwise unlawful Consent obtained (or purportedly obtained) by or on behalf of Customer; and/or
 - d. any breach by Customer of its obligations as a Data Fiduciary under Applicable Indian Data Protection Law.

This indemnity shall apply regardless of whether such claim, investigation, or enforcement action is brought by a Data Principal, the Data Protection Board of India, or any other competent authority. For the avoidance of doubt, this Clause 3.7 shall not apply to the extent that any claim arises from Kigen's failure to comply with its obligations as a Data Processor under this DPA or Data Protection Legislation.

4. CUSTOMER'S INSTRUCTIONS AND CONFIDENTIALITY

- 4.1 The subject matter of Processing of Personal Data by Kigen in the performance of the Service pursuant to the Service Agreement, the duration, the nature and purpose of such Processing, the types of Personal

Data Processed under the Service Agreement and relevant categories of Data Subjects are specified in Exhibit 2 to this DPA.

- 4.2 The Parties agree that this DPA and the Service Agreement and the instructions provided via configuration or other tools made available by Kigen under the Service Agreement (such as APIs or SDKs) constitute Customer's documented instructions regarding Kigen's Processing of Personal Data under the Agreement ("**Documented Instructions**"). The Documented Instructions shall comply with applicable Data Protection Legislation and any other laws and regulations applicable to Customer including, where Applicable Indian Data Protection Law applies, instructions relating to consent collection, purpose limitation, and withdrawal of consent mechanisms. Customer may issue additional reasonable instructions to Kigen in writing, including via email, from time to time. Kigen shall have no obligation to independently verify the validity of Consent obtained by Customer.
- 4.3 If, in Kigen's opinion, any Documented Instruction infringes European Data Protection Legislation or other provisions of data protection laws of the European Union or of one of its member states, Kigen will immediately inform Customer.
- 4.4 Kigen warrants and undertakes in respect of all Personal Data that it shall process Personal Data for the purposes of providing the Service and as may subsequently be agreed by the parties in writing and, in so doing, shall act solely in accordance with the Documented Instructions, unless otherwise required by law to which Kigen is subject. In such a case, Kigen shall inform Customer of such legal requirement before Processing, unless the law prohibits such information. Furthermore, Kigen shall (i) not itself exercise control, nor shall it transfer, or purport to transfer, control of such Personal Data to a third party, except as it may be specifically instructed, in documented form, to do so by Customer, (ii) not Process, apply or use the Personal Data for any purpose other than as required and is necessary to provide the Service, and (iii) process Personal Data for its own purposes or include Personal Data in any product or service offered to third parties.
- 4.5 In cases where Customer is a Processor, not a Controller, in respect of the Personal Data, Customer shall ensure that the Documented Instructions provide the same or similar level of data protection as those required by the instructions of the relevant Controller(s).
- 4.6 Unless Data Protection Legislation requires a change of instruction, or that Customer have the ability to change such instruction at any time during the term of the Agreement, any instruction related to the Processing of Personal Data additional to the Documented Instructions require prior written agreement between the Parties (which agreement Kigen shall not unreasonably refuse), including agreement on any reasonable additional fees payable by Customer to Kigen for carrying out such instruction. Once agreed, any such additional instruction is deemed as a Documented Instruction under this DPA.
- 4.7 Kigen shall not disclose Personal Data to any third party except as permitted under the Agreement or as necessary to comply with the law or a valid and binding order of a governmental, regulatory or supervisory body. If Kigen is required to disclose Personal Data to a governmental, regulatory or supervisory body, then Kigen will (i) give Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy unless Kigen is legally prohibited from doing so, (ii) provide all reasonable assistance to Customer to enable Customer to respond to such inquiries, communications, requests or complaints and to meet applicable statutory or regulatory deadlines, and (iii) shall only disclose that portion of the Personal Data that it is obliged to by law or a valid and binding order of a court or other legal judicial process. If the Standard Contractual Clauses apply, nothing in this Clause 4.8 varies or modifies the Standard Contractual Clauses.
- 4.8 Kigen shall ensure that persons it authorises to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 4.9 For Indian Customers, Customer represents and warrants that it has:
- a. provided notice to data principals in accordance with Applicable Indian Data Protection Law; and
 - b. obtained valid consent (or relies on another lawful use permitted under law) for processing by Kigen.

5. OBLIGATIONS TO ASSIST

- 5.1 Kigen shall, taking into account the information available to Kigen and the nature of the Processing, provide reasonable assistance to Customer as required under applicable European Data Protection Legislation in ensuring compliance with Customer's obligations relating to data protection impact assessments (and work

with Customer to implement agreed mitigation actions to address privacy risks so identified) and prior consulting obligations with the competent Supervisory Authority. Kigen may charge Customer for reasonable costs and expenses incurred as a result of such assistance.

- 5.2 Kigen provides assistance to Customer in relation to data security and personal data breaches according to Clause 6. Kigen may charge Customer for reasonable costs and expenses incurred as a result of any further assistance that Kigen may be required to provide in that respect under applicable Data Protection Legislation.
- 5.3 Kigen shall, to the extent legally permitted, promptly notify Customer if Kigen receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure, data portability, object to 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, Kigen 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 applicable Data Protection Legislation. To the extent Customer, in its use of the Service pursuant to the Service Agreement, does not have the ability to address a Data Subject Request, Kigen shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Kigen is legally permitted to do so and the response to such Data Subject Request is required under applicable Data Protection Legislation. To the extent legally permitted, Customer shall be responsible for any costs arising from Kigen's provision of such assistance.
- 5.4 Unless prohibited by Data Protection Legislation, Kigen shall, and shall procure that the Sub-processor shall, inform Controller promptly of any inquiry, communication, request or complaint from:
- a. any Supervisory Authority; and/or
 - b. any Data Subject;

relating to the Services, any Personal Data or any obligations under Data Protection Legislation, and shall provide all reasonable assistance to Customer, at Customer's expense.

- 5.5 Where an Indian Customer is designated as a Significant Data Fiduciary, Kigen shall provide reasonable assistance in enabling the Customer to conduct data protection impact assessments, support audits and implement additional safeguards required under Applicable Data Protection Law. Kigen shall implement reasonable security safeguards consistent with industry standards to protect Personal Data as required under Applicable Indian Data Protection Law

6 DATA SECURITY AND DATA BREACHES

- 6.1 Kigen shall implement and maintain appropriate technical and organizational measures to ensure a level of security appropriate to protect Personal Data processed under the Agreement against in particular from accidental or unlawful destruction, loss, alteration, unauthorized, disclosure of, access to Personal Data transmitted, stored or otherwise processed ("**Security Measures**"). Kigen's Security Measures applicable to the Service provided under the Service Agreement are further described at Exhibit 2, Appendix 1 to this DPA.
- 6.2 Customer agrees that the Security Measures are appropriate for the Processing of Personal Data under the Agreement. Customer agrees that Kigen may modify at any time at its discretion the Security Measures, provided that Kigen does not decrease the overall security of the Service during the term of the Agreement and continues to comply with Clause 6.1 above. From time to time the most up to date description of the Security Measures will be made available on the Kigen Site or communicated to Customer in writing.
- 6.3 Kigen may offer for sale or otherwise make available optional security features and functionalities additional to the Security Measures. Customer is responsible for properly configuring the Service and determining whether to use any such optional feature or functionality if appropriate in consideration of the Personal Data being Processed with the Service and the Processing activities carried out under the Service Agreement.
- 6.4 In the event of a Personal Data Breach, Kigen shall notify Customer without undue delay after becoming aware of the Personal Data Breach. The notification shall contain information that Kigen is reasonably able to disclose to Customer, including the following information (which may be provided in phases if it is not possible to provide the information at the same time):

- a. a detailed description of the nature of the Personal Data Breach including, where possible, the categories and approximate number of Data Subjects concerned and the categories, the type of data that was the subject of the Personal Data Breach and the identity of each affected person (or, where not possible, the approximate number of Data Subjects and Personal Data records concerned);
- b. the name and contact details of the data protection officer or other contact point where more information can be obtained;
- c. a description of the likely consequences of the Personal Data Breach; and
- d. a description of the measures taken or proposed to be taken to address the Personal Data Breach including, where appropriate, measures to mitigate its possible adverse effects; and additionally in such notification or thereafter (iv) as soon as such information can be collected or otherwise becomes available, any other information Controller may reasonably request relating to the Personal Data Breach.

Where Applicable Indian Data Protection Law applies, Kigen shall support Customer in notifying the Data Protection Board of India and affected data principals as required under such law

- 6.5 Kigen shall provide reasonable cooperation and assistance to Customer, at Customer's written request and at Customer's cost and expense, in relation to Personal Data Breach notifications to be made to a Supervisory Authority or to Data Subjects but only insofar as Customer is not able to provide such notification on the basis of the Personal Data Breach notification that Kigen has provided to Customer.
- 6.6 Kigen's obligation to report or respond to a Personal Data Breach under this Clause 6 is not and shall not be construed as an acknowledgement by Kigen of any fault or liability of Kigen with respect to the Personal Data Breach.
- 6.7 For Indian Customers, the Parties acknowledge that Applicable Indian Data Protection Law may require notification of Personal Data Breaches irrespective of risk threshold, and agree to cooperate in good faith to meet such requirements.

7 SUB-PROCESSORS

- 7.1 Kigen is entitled to use Sub-Processors listed in Annex III (List of sub-processors) for the purpose of Processing Personal Data in order to provide the Service under the Agreement. Kigen provides information about its Sub-Processors on the Kigen Site or otherwise in writing to Customer. By entering into the Service Agreement, Customer accepts Kigen's use of Sub-Processors as they are listed on the Kigen Site at the time of agreeing to the Agreement, or as listed in the Service Agreement or otherwise communicated in writing to Customer at the time of entering into the Service Agreement. Kigen is entitled to reduce the number of Sub-Processors without separate notice.
- 7.2 When adding a new Sub-Processor: (i) Kigen shall update the list published on its website referred to under Clause 7.1 above at least 30 days before the new Sub-Processor Processes Personal Data under the Agreement. Such update is deemed to be a notice given to Customer about the proposed engagement of the new proposed Sub-Processor for the purpose of Clause 7.3 below; or (ii) where the list of Sub-processors was communicated to Customer pursuant to Clause 7.1 other than by its publication on Kigen's website, Kigen shall notify Customer in writing pursuant to the provisions on legal notices under the Service Agreement about the proposed engagement of the any new Sub-Processor at least 30 days before the new Sub-Processor Processes Personal Data under the Agreement.
- 7.3 Customer may object to Kigen's use of a new Sub-processor for Good Cause by notifying Kigen promptly in writing at privacy@Kigen.com within 14 days following notice of the new proposed Sub-Processor by Kigen. In the event Customer objects to a new Sub-Processor pursuant to this Clause 7.3, Kigen may make available to Customer a change in the Service or recommend a commercially reasonable change to Customer's configuration or use of the Service to avoid Processing of Personal Data by the objected-to new Sub-Processor without unreasonably burdening Customer. If Kigen is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer may terminate the Agreement within the following thirty (30) days with respect only to that part of the Service which cannot be provided by Kigen without the use of the objected-to new Sub-Processor by providing written notice to Kigen. For the purpose of this Clause 7.3, "**Good Cause**" means a justified doubt as to whether the new proposed Sub-Processor can comply with the relevant contractual requirements described in this DPA.
- 7.4 If Customer does not object to the addition of a new Sub-Processor pursuant to Clause 7.3 or if, following any such objection, Customer does not terminate the Agreement pursuant to Clause 7.3, then Customer shall be deemed to have authorized Kigen to use the new Sub-Processor.

- 7.5 Kigen shall ensure that its Sub-Processors are subject to equivalent requirements regarding confidentiality and data protection as set out in this DPA with respect to the protection of Personal Data to the extent applicable to the nature of the services provided by such Sub-Processors. Kigen remains responsible towards Customer for Kigen's Sub-Processors' acts and omissions pursuant to the Agreement.
- 7.6 Where Standard Contractual Clauses apply between the Parties, Customer acknowledges and expressly agrees that pursuant to Clause 5(h) of the Standard Contractual Clauses information about Kigen's Sub-Processors is given as described in this Clause 7 and that Kigen may engage new Sub-Processors as described in this Clause 7.
- 7.7 For Indian Customers, Kigen shall ensure that any Sub-processor processing Personal Data subject to Applicable Indian Data Protection Law is bound by contractual obligations that provide the same level of protection as required under this DPA and Applicable Indian Data Protection Law.

8 INTERNATIONAL TRANSFERS OF PERSONAL DATA SUBJECT TO EUROPEAN DATA PROTECTION LEGISLATION

- 8.1 Customer acknowledges that the provision of the Service may require international transfers of Personal Data, including without limitation transfers to countries not recognized by the European Commission, Switzerland or the UK as providing an adequate level of protection of personal data. Kigen may not transfer or authorize the transfer of Personal Data to countries outside the EU, the United Kingdom and/or the European Economic Area (EEA) without Customer's prior written consent and if Customer consents to such transfer, then Kigen will ensure the adequate protection of the Personal Data in accordance with this Clause 8, including compliance with any cross-border transfer restrictions or whitelisting requirements under Applicable Indian Data Protection Law, where applicable.
- 8.2 For transfers of Personal Data out of the EEA or Switzerland, to a third country or sector not granted with an Adequacy Decision, or as otherwise applicable under the GDPR, the Standard Contractual Clauses (and the relevant module(s)) are incorporated into this DPA as follows:
- a. Module 2 (Controller to Processor) will apply where Customer is a Controller and Kigen is a Processor; Module 3 (Processor to Processor) will apply where Kigen is a Processor and shall transfer Personal Data to a Sub-processor. For each module, where applicable:
 - b. in Clause 7, the optional docking clause will apply;
 - c. in Clause 9, Option 1 will apply, and the time period for prior notice of Sub-processor changes is 45 days;
 - d. in Clause 11, the optional language will not apply;
 - e. in Clause 17, Option 1 will apply, the Standard Contractual Clauses will be governed by Irish law;
 - f. in Clause 18(b), disputes shall be resolved before the courts of Ireland;
 - g. Annex I of the Standard Contractual Clauses shall be deemed completed with the information set out in Annex I to this Data Processing Agreement;
 - h. Annex II of the Standard Contractual Clauses shall be deemed completed with the information set out in Annex II to this Data Processing Agreement; and
 - i. Annex III of the Standard Contractual Clauses shall be deemed completed with the information set out in Annex III to this Data Processing Agreement.
- 8.3 The Parties agree that the terms of the UK Addendum (which will supplement the Standard Contractual Clauses and will apply to a restricted transfer of Personal Data out of the UK to a third country not covered by the adequacy regulations under Applicable Data Protection Law) are entered into and incorporated into this DPA as follows:
- a. Table 1: The Parties' details and contact information shall be deemed populated with the relevant information in Annex 1;
 - b. Table 2: The relevant choices referred to in section 8.2 above will apply;
 - c. Table 3: The relevant information is provided in the respective Annexes to this DPA
 - d. Table 4: Parties allowed to end the Addendum: Data Exporter; and;
 - e. Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the UK Information Commissioner's Office (ICO) and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.
- 8.4 At Kigen's discretion where this option is available, Kigen may enter into Processor to Processor Standard Contractual Clauses with one or more Sub-Processor(s) in respect of Relevant Transfers. Where Kigen enters into Standard Contractual Clauses pursuant to this Clause 8.4, Kigen shall promptly inform Customer. The Parties agree that it is Customer's responsibility to provide its reasonable endeavors that

Customer gains the authority to grant Kigen the power of attorney necessary pursuant to this Clause 8.4 and Customer shall provide to Kigen written confirmation of it upon request.

- 8.5 Notwithstanding Clauses 8.2 and 8.3 above, Customer agrees that Kigen may transfer Personal Data if required to do so by law to which Kigen is subject; in such a case, Kigen shall inform Customer of such legal requirement before transfer and object to such transfer if there are legal grounds allowing it to object, unless that law prohibits such information.
- 8.6 In cases where Customer is not the Controller in respect of the Personal Data, then Customer is responsible for ensuring that its agreement with the Controller(s) allows for the use of all of the transfer mechanisms mentioned in this Clause 8. Customer warrants and represents that any relevant Controller has authorized Customer to agree to the transfers as described in this Clause 8.
- 8.7 The parties agrees to cooperate in good faith, upon either party's request, to bring a new transfer mechanism in place in case any mechanism listed in Clause 8.2 is no longer applicable due to being modified or revoked by a competent court, the European Commission or other competent authority.
- 8.8 Where Applicable Indian Data Protection Law applies, the Parties acknowledge that cross-border transfers shall be permitted except to countries restricted by the Government of India, and Kigen shall provide reasonable assistance to Customer in complying with such restrictions.

9. AUDITS

- 9.1 Upon Customer's written request at reasonable intervals, Kigen will make available to Customer such information in Kigen's possession and control as Customer may reasonably request, with a view at demonstrating Kigen's compliance with the obligations of a Processor under the GDPR or the UK GDPR (as applicable) in relation to Kigen's processing of Personal Data under this DPA.
- 9.2 Customer agrees to exercise any right it might have under applicable Data Protection Legislation to conduct an audit or an inspection (including without limitation any right to audit Sub-Processors) by submitting a written request to Kigen for an audit report, in which case Kigen shall provide an audit report prepared by a respected third party which is not older than 12 months, in satisfaction of such request, so that Customer can reasonably verify Kigen's compliance with its obligations in relation to its Processing of Personal Data under this DPA.
- 9.3 Where the Standard Contractual Clauses apply between the Parties, the Parties agree that audits pursuant to Clause 5(f) and Clause 12(2) of the Standard Contractual Clauses may be carried out as follows:
- (a) in accordance with Clauses 9.1 and 9.2 above of this DPA; and/or
- (b) Customer may contact Kigen to request an on-site audit of the procedures relevant to the protection of Personal Data. Customer shall reimburse Kigen for any time expended for any such on-site audit at Kigen's then-current professional services rates, which shall be made available to Customer upon request. Before the commencement of any such on-site audit, Customer and Kigen shall mutually agree upon the scope, timing, and duration of the audit in addition to the reasonable reimbursement rate for which Customer shall be responsible. Customer shall promptly notify Kigen with information regarding any non-compliance discovered during the course of an audit.
- 9.4 Any information or audit report shared in accordance with this Clause 9 shall at all times be deemed as Kigen's Confidential Information.

10. LIMITATION OF LIABILITY

Each Party's liability, taken together in the aggregate, arising out of or related to this DPA, whether in contract, tort or under any other theory of liability, is subject to the limitations and exclusions of liability set out in the Service Agreement, and any reference thereunder to the liability of a Party means the aggregate liability of that Party under the Agreement.

11. TERM OF THE DPA AND CONSEQUENCES OF TERMINATION

- 11.1 This DPA shall continue in force until expiration or termination of the Service Agreement. Clauses 2, 3, 4.8, 10, 11 and 12 shall survive termination of this DPA.
- 11.2 Kigen shall, at Customer's choice, return or delete (or otherwise render permanently inaccessible) all Personal Data in its possession within 30 days (and within 120 days in respect of Personal Data stored in its back-ups) from termination or expiration of the Service Agreement ("**Post-Termination Period**"), unless otherwise required by law. Where Customer elects to have Personal Data returned to it pursuant to this

Clause 11.2, Kigen may fulfill its obligation under this Clause 11.2 by granting Customer, at Customer's cost, access to Personal Data stored in the Service during a 30-day period following termination or expiration of the Service Agreement (or any other period as it may be agreed by the Parties in writing) ("**Extended Post-termination Period**") so as to allow Customer to extract a copy of the Personal Data. Where Personal Data are not deleted by Customer, Kigen shall delete (or otherwise render permanently inaccessible) Personal Data in its possession within the end of the Post-Termination Period or within 30 days (and within 120 days in respect of Personal Data stored in its back-ups) from the expiration of the Extended Termination Period, unless otherwise required by law and, where Applicable Indian Data Protection Law applies, deletion shall also occur when the purpose for processing is no longer served or Consent is withdrawn, unless retention is required by law.

- 11.3 Where the Standard Contractual Clauses apply, the Parties agree that the certification of deletion of Personal Data that is described in Clause 12(1) of the Standard Contractual Clauses shall be provided by Kigen to Customer only upon Customer's written request.

12. CONFLICT RULES

- 12.1 The terms and conditions of this DPA prevail over any conflicting or inconsistent terms and conditions in the Agreement, to the extent they would result in less restrictive obligations of Kigen or limit the rights of Customer compared to what is set out in this DPA.
- 12.2 In the event of any conflicts between this DPA and the Standard Contractual Clauses or the UK Addendum where executed and applicable, the Standard Contractual Clauses and the UK Addendum will prevail. Any terms in this DPA supplementing the Standard Contractual Clauses and the UK Addendum and enhancing the level of data protection by adding obligations to Kigen or rights to Customer are not considered as conflicts between this DPA and the Standard Contractual Clauses.

13. AMENDMENTS TO THIS DPA

- 13.1 Kigen is permitted to modify this DPA from time to time by posting a revised version on the Kigen Site or by otherwise notifying Customer according to the provisions on legal notices under the Service Agreement (each such notification, an "**Amendment Notice**"). Changes are effective 30 days following posting or as otherwise specified in the Amendment Notice ("**Amendment Effective Date**") unless Customer objects to such amendments before the Amendment Effective Date pursuant to Clause 13.2 below. Where Customer does not object in accordance with Clause 13.2 below, Customer is deemed to have agreed on the notified amendments and this DPA is amended accordingly with effect from the Amendment Effective Date.
- 13.2 Save as provided under Clause 6.2, Customer may object to changes to this DPA notified by Kigen pursuant to Clause 13.1 by written notice to Kigen sent to privacy@Kigen.com ("**Objection Notice**"). The Objection Notice must detail the reasons for Customer's objection. The Parties will negotiate in good faith the proposed amendment to this DPA during the period of 30 days following receipt by Kigen of the Objection Notice ("**Negotiation Period**"). The Parties may agree in writing to extend the Negotiation Period. Where the Parties do not agree on changes to this DPA before expiration of the Negotiation Period, either Party may terminate the Agreement by serving the other Party 10-day prior written notice within 30 days from the end of the Negotiation Period. Where the Agreement is not terminated pursuant to this Clause 13.2, Customer is deemed to have agreed on the amendments originally notified via the Amendment Notice and this DPA is amended accordingly with effect from 30 days after the end of the Negotiation Period.
- 13.3 Save as provided under Clause 13, any change to this DPA shall be in writing and signed by the authorized representatives of the Parties.

ANNEX I: DATA PROCESSING DESCRIPTION

A. LIST OF PARTIES

Data importer:

Name: Kigen (UK) Limited (or any other Kigen entity identified in the DPA)

Address: c/o Mishcon de Reya, Four Station Square, Cambridge, CB1 2GE, England (or the address of any other Kigen entity identified in the Service Agreement)

Contact person's name, position and contact details: John Page, General Counsel, Kigen (UK) Limited, legal@kigen.com

Activities relevant to the data transferred under SCCs: Processing and export of Personal Data in the performance of Services under the Service Agreement as set out in Section C of this Annex I.

Signature and date: Signatory of the Service Agreement

Role: Processor

Data exporter:

Name: Customer, as identified in the DPA

Address: Customer address, as identified in the Service Agreement

Contact person's name, position and contact details: See Notices clause of Services Agreement.

Activities relevant to the data transferred under SCCs: Importing Personal Data from Kigen's performance of Services under the Service Agreement as set out in Section C of this Annex I..

Signature and date: Signatory of the Service Agreement

Role: Controller

B. DESCRIPTION OF DATA PROCESSING

Subject matter and duration of the Processing:	Provision of the Services to Customer; Kigen Processes Personal Data for as long as is necessary for the provision of the Services.
Nature and Purpose of Processing:	Kigen Processes Personal Data as necessary to perform the Services pursuant to the Agreement, and as it may be further specified in any technical documentation made available to Customer or further instructed by Customer pursuant to the Agreement in its use of the Services. Processing includes but is not limited to storage, transfer and analysis of Personal Data including processing based on Consent or other lawful uses permitted under Applicable Indian Data Protection Law.
Types of Personal Data:	Personal Data relating to Customer's employees (including name, e-mail address, and other contact details), individuals provided to Kigen via the Services, by (or at the direction of) Customer or by Customer End Users (defined in the Service Agreement) Special categories of Personal Data: n/a
Categories of Data Subjects	Categories of Data Subjects include the Customer's employees, individuals about whom data is provided to Kigen via the Service by (or at the direction of) Customer or by Customer End Users (defined in the Service Agreement).

Place of Storage and processing of personal data	Personal Data is processed, stored and/or hosted in UK, Ireland and Romania.
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Security Measures applicable to the Services are set out at Annex II.

C. DESCRIPTION OF TRANSFER

Subject matter and duration of the Processing:	Provision of the Services to Customer; Kigen Processes Personal Data for as long as is necessary for the provision of the Services.
Nature and Purpose of Processing:	Kigen Processes Personal Data as necessary to perform the Services pursuant to the Agreement, and as it may be further specified in any technical documentation made available to Customer or further instructed by Customer pursuant to the Agreement in its use of the Services. Processing includes but is not limited to storage, transfer and analysis of Personal Data.
Frequency of Transfer:	Personal Data will be transferred from Kigen to sub-processors and Customer as requested by Customer during the term over which Kigen provides the Services.
Types of Personal Data:	Personal Data relating to Customer's employees (including name, e-mail address, and other contact details), individuals provided to Kigen via the Services, by (or at the direction of) Customer or by Customer End Users (defined in the Service Agreement), specifically ICCID, EID and MSISDN. Special categories of Personal or Sensitive Data: none
Categories of Data Subjects	Categories of Data Subjects include the Customer's employees, individuals about whom data is provided to Kigen via the Service by (or at the direction of) Customer or by Customer End Users (defined in the Service Agreement).

D. COMPETENT SUPERVISORY AUTHORITY

Irish Data Protection Commission

ANNEX II: TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Data importer will maintain at least the administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the Service referred to under clause 6 of the DPA between data exporter and data importer.

1. General Description of Kigen's Security Measures

Kigen's security measures are designed to:

- a. ensure the security, integrity and confidentiality of Device Data and Device Specific Data;
- b. protect against anticipated threats or hazards to the security or integrity of Device Data and Device Specific Data; and
- c. protect against unauthorized access to or use of Device Data and Device Specific Data that could result in substantial harm or inconvenience to the person that is the subject of any Personal Data therein.

2. General Procedures

- a. Data Storage. Device Data and Device Specific Data is always protected using cryptographic means whenever the interfaces to it cannot be properly enumerated and protected, such as when being transmitted over a network. When the data resides in a secure location, such as on servers that are adequately controlled, it is protected using logical means as are known in the art, such as: database access lists, and file system permissions. When using cryptography, only established and/or NIST-approved algorithms and modes of operation are being used; for example, symmetric encryption is done using AES-128 or AES-256, and transport encryption is carried out using TLS and DTLS. Device Data and Device Specific Data that is stored on Internet-facing hosts is protected by network layer access control lists, which enforce a strict rule-set on incoming traffic. Anomalous activities, such as activities which can be indicative of an emerging attack, are logged and signaled for analysis and remediation.
- b. Data Transfers. Kigen uses cryptography standards to protect data integrity during transfers. In addition, subject to Clause 2.a above, Kigen will maintain at least the following security measures: HTTP with SSL 128-bit or 256-bit encryption (HTTPS); and secure access to the Service.
- c. Access and Use Monitoring. Kigen will monitor Kigen's user access to and use of the Service for security, performance evaluation, and system utilization purposes.

3. Security reviews of the operations environment

The operations environment is repeatedly reviewed both in terms of design and in terms of actual execution. The latter is accomplished using penetration tests that are carried out by Kigen as well as by external service providers. A summary of those reviews can be shared with Customer in certain situations and under certain conditions (such as: exposing just as long as the exposure of the outcome to one customer cannot potentially jeopardize the security posture of another customer).

Kigen has experience in supporting external audits by third parties on behalf of customers. In such situations, some of the internal security review material can be shared with the external auditor, to facilitate a more thorough review for lesser costs.

4. Network security

Network security is a wide security domain that is addressed at multiple levels, some of which are:

- a. Reliance on GSMA-accredited data center to ensure strong, secure, physical resources are fully controlled by Kigen.
- b. Reliance on accredited and certified cloud providers to assure, inter alia, secure physical resources
- c. A strong dedicated border gateway (a.k.a 'firewall') through which all traffic is routed, and which can deal with encrypted traffic.
- d. Patch management and vulnerability management: the former deals with knowing when components that the overall system relies on need to be updated and carrying out such updates; the latter refers to the lifecycle of discovered vulnerabilities from their discovery to their remediation, along with the associated risk management.
- e. Secure authentication supporting multiple robustness levels, according to the privilege of the account to which the user authenticates. Authentication security ranges from that of using simple passwords,

through that of using two-factor authentication with software binding or call-back, all the way to authentication that is secured by two-factors that utilize hardware binding.

- f. Proper logging and signalling of both successful and failed attempts.
- g. Secure administrative remote access to the service network, such as secure authentication.
- h. Proper utilization of Hardware Security Modules (HSMs) for key long-term assets, and reliable multiple backups of those.

5. **Backup and Business Continuity**

Kigen maintains a business continuity program, including a recovery plan, sufficient to ensure Kigen can continue to function through an operational interruption and continue to provide Service to Customer. The program provides a framework and methodology, including a business impact analysis and risk assessment process, necessary to identify and prioritize critical business functions. In the event Kigen experiences an event requiring recovery of systems, information or services, the recovery plan will be executed promptly. Kigen continuously enhances the Service's security and availability of its multi-tenant enterprise class cloud infrastructure.

6. **Key Management**

Encryption keys are used all around the hosted software application that are used to provide the Service. They are used for secure storage, secure transport, for token generation, and for authentication. The hosted software application used to provide the Service does not utilize a single centralized key-store, for both architecture and security reasons. Different keys are stored by different means in accordance with their availability and security requirements.

ANNEX III: LIST OF SUB-PROCESSORS

The Kigen Group entity listed below engages personnel to provide service and data generation support in connection with the Services. This support includes engineering activities related to managing the availability of the Service; data generation services, product management; and customer support.

Entity Name	Processing Location	Description of Processing
SIMartis Telecom S.R.L.	Romania	OTA Hosting
Kigen India Private Limited	India	Data Generation for M2M, Consumer and IoT RSP services
AWS	USA	OTA Hosting
Microsoft Corporation (Azure)	France, USA	SM-DP+ Hosting