

THIS DATA PROCESSING AGREEMENT (the “**Agreement**”) is made and entered into on the date of execution of this Agreement (the “**Effective Date**”) **BETWEEN:**

- (1) The party (the “**Customer**”) executing the applicable Master Agreement (defined below);

AND

- (2) The applicable ORBCOMM company listed on the Affiliated Companies List, each of whom are either a party to the Master Agreement and/or who may processes Personal Data in support of and pursuant to the Master Agreement (individually and collectively where appropriate, “**ORBCOMM**”)(each a “**Party**” and together the “**Parties**”).

Recitals

- (A) The Customer and ORBCOMM entered into the Master Agreement.
- (B) ORBCOMM will, from time, to time process personal data on behalf of the Customer in conjunction with the services provided under the Master Agreement and in connection with the maintenance of the Parties’ relationship, and the Customer will make personal data available to ORBCOMM for these purposes.
- (C) The Parties intend that the processing activities carried out by ORBCOMM on behalf of the Customer shall comply with the provisions of this Agreement.

IN CONSIDERATION of the Parties' mutual rights and obligations set out herein, the Parties hereby agree as follows:

1 Definitions and Interpretations

- 1.1 This Agreement is subject to the terms of the Master Agreement and is incorporated into the Master Agreement. Interpretations and defined terms set forth in the Master Agreement apply to the interpretation of this Agreement (unless otherwise stated).
- 1.2 The Schedules form part of this Agreement and will have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.3 In the case of conflict or ambiguity between:
 - 1.3.1 any provision contained in this Agreement and any provision contained in the Schedules (excluding any applicable jurisdictional SCC), the provision in the body of this Agreement will prevail;
 - 1.3.2 any of the provisions of this Agreement and the provisions of the Master Agreement, the provisions of this Agreement will prevail; and
 - 1.3.3 any of the provisions of this Agreement (or any other provision contained in the Schedules or the Master Agreement) and any executed SCC, the provisions of the executed SCC will prevail.
- 1.4 In this Agreement, unless the context otherwise indicates:

Affiliate: means and includes any entity controlled by, controlling or under common control with such Party. For the purposes of this definition, the term "control" shall mean the ownership of more than fifty percent (50%) of the voting shares in any entity. For purposes of this Agreement, Affiliate includes any company within the ORBCOMM family of companies listed on the Affiliated Companies list, below;

Controller means the entity that determines the purposes and means of the processing of Personal Data, which in all cases shall be the Customer;

Applicable Data Protection Laws: means the applicable data protection laws that apply to ORBCOMM's Processing of Personal Data under this Agreement;

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

Data Protection Laws: means any and all applicable data protection and data privacy including any amendments, transpositions, successors or replacements to those laws and any national guidance and national implementing legislation;

Master Agreement: means that agreement by and between ORBCOMM and the Customer for the purchase or lease of ORBCOMM hardware and/or ORBCOMM data services which hardware generates and data services makes available the information that is the subject of this Agreement;

Processing means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

Personal Data: means the categories of personal data set out in **Schedule 1**, which ORBCOMM processes on behalf of the Customer; and

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

2 General Processing Terms

2.1 The Parties agree that the Customer is the Controller of any and all Personal Data arising out of or in relation to the services provided under the Master Agreement and any related Processing.

2.2 ORBCOMM will process Customer's Personal Data in connection with the services described in the Master Agreement. We shall only process Personal Data on the basis of your written instructions, either via this DPA, as otherwise specified in the Master Agreement, or via written instructions established and agreed to by the Parties, consistent with the Agreement and in accordance with ORBCOMM's data governance policies. Personal Data processed may include, but is not limited to contact information, such as first/last name, email addresses, phone numbers, IP addresses, username/passwords in connection with the use of ORBCOMM's services. For certain services set forth in the Master Agreement, ORBCOMM may process video and vehicle driver geolocation.

2.3 Customer has, at all times per the terms of the Master Agreement, access to the ORBCOMM Platform on which Personal Data is stored. Customer may identify and request the deletion of other Personal Data to which they may not have access at any time, subject to superseding legal or contractual requirements. Where the Master Agreement comes to an end, or where Customer otherwise states in writing, ORBCOMM shall delete or return to Customer any remaining Personal Data, subject to ORBCOMM's data governance policies. ORBCOMM shall delete all existing copies of Personal Data unless applicable law requires that the Personal Data be maintained. This does not include statistical, anonymous and aggregated data.

2.4 ORBCOMM Assurances

2.4.1 ORBCOMM shall reasonably support responding to a Data Subjects' requests and claims in exercising their rights, at the cost of Customer.

2.4.2 Upon request from a Customer, ORBCOMM will make information available that is necessary to demonstrate compliance with the obligations of a Processor.

2.4.3 ORBCOMM reserves the right to immediately stop processing and cease transferring Personal Data at any time and without penalty should ORBCOMM become aware of any data protection issues which could impact on ORBCOMM's business and or reputation.

- 2.4.4 ORBCOMM shall investigate and rectify any data breach or non-compliance with Applicable Data Protection Laws of which Processor was notified or became aware of. Processor shall notify Customer of any such data breach that arises involving Customer's Personal Data.
- 2.4.5 ORBCOMM Processes Personal Data in accordance with the controls and systems that are designed to help ensure the Personal Data is stored securely, maintained and properly used. A breakdowns of these measures are described in the [Security Schedule](#).

2.5 Data Subjects

- 2.5.1 Access Requests. Where a Data Subject asserts claims for rectification, erasure or access with ORBCOMM, and where ORBCOMM is able to correlate the Data Subject to Customer, based on information provided by the Data Subject, ORBCOMM shall refer the Data Subject to the Customer without undue delay. ORBCOMM shall support the Customer, where possible, with the Data Subject's request at Customer's cost and expense. ORBCOMM shall not be liable in cases where a Customer fails to respond to the Data Subject's request in total, correctly, or in a timely manner or where ORBCOMM is unable to correlate the Data Subject to a Customer after reasonable effort.
- 2.5.2 Liability of Processor: Processor's liability to a Data Subject shall be limited in accordance with Applicable Data Protection Laws, including Article 82 GDPR and be subject to indemnities as set out in Article 82 GDPR and the Master Agreement.

- 2.6 Government Inquiries. Where a government agency (including regulatory, law enforcement, or pursuant to a civil court order) requests Personal Data from ORBCOMM, ORBCOMM will promptly notify the Customer of such request. Where ORBCOMM is restricted from notifying the Customer, ORBCOMM shall determine its legal obligations and will comply with any validly issued legal demand (a "Legal Demand"). ORBCOMM will cooperate with the Controller, at Controller's cost and expense, in any objection to a Legal Demand.

If European Data Protection Laws apply to ORBCOMM's processing of Personal Data, the European Data Protection Terms set out in Schedule 2 shall apply.

If ORBCOMM processes the Personal Data of a California resident, the CCPA Addendum shall apply.

2.7 SubProcessors.

- 2.7.1 The list of the Sub-processors whom ORBCOMM may transfer Personal Data is accessible in the [Sub-processor schedule](#). Your execution of this DPA constitutes your consent to the transfer of Personal Data to the entities listed in the Sub-processor schedule. ORBCOMM agrees to obtain Controller's consent prior to the transfer of data to any Sub-processor or third party not listed in the Sub-processor schedule. Consent is not required if the disclosure or transfer is necessary in accordance with law; in such cases, ORBCOMM shall inform Customer of that legal requirement before processing, unless that law prohibits disclosure on important grounds of public interest. Notwithstanding anything to the contrary, Controller is responsible for regularly checking the Sub-processor schedule and objecting to any entity listed. ORBCOMM shall update the Sub-processor schedule on a regular basis. Controllers agree to regularly check the schedule for changes. A failure to object to additions of sub-processors to the list within thirty (30) days following an update will constitute consent by each Controller to such sub-processing.
- 2.7.2 Controllers shall be entitled to withhold consent only for material reasons related to Applicable Data Privacy Laws.

- 2.8 Cross-Border Transfers. Controller hereby agrees to the transfer of Personal Data outside of the originating jurisdiction in which the Personal Data is made available to ORBCOMM, subject to this Agreement. Further, Controller hereby consents to the transfer of Personal Data to the ORBCOMM entities listed on the Affiliate Companies list, each of which is a party to this Agreement.

3 Controller Obligations

- 3.1 Customer is responsible, as a Controller, for procuring the consent of and/or otherwise having the legal right to permit directly responding to a Data Subject and permitting the Processing of Personal Data by ORBCOMM. ORBCOMM has designed processes to receive, report to a Customer and assist with Data Subject request responses.
- 3.2 Customer shall notify ORBCOMM, without undue delay, of any defect or irregularity that is found with Processor's work that may impact Data Protection Law compliance.
- 3.3 As Controller, Customer shall be solely responsible for compliance with Data Protection Law including, but not limited to, the lawfulness of disclosing Personal Data to Processor and the lawfulness of having the Personal Data processed by Processor. In particular:
- 3.3.1 Customer warrants and confirms that it is Customer's responsibility to obtain the explicit consent of their clients and or employees, as the case may be, and or establish a legitimate basis for the transfer and processing of their Personal Data in line with Applicable Data Protection Law;
 - 3.3.2 Customer warrants, covenants and confirms that it is Customer's responsibility to inform their clients and/or employees, as the case may be, as to how their Personal Data may be used by third parties, including Processor and the sub-processors.
 - 3.3.3 Customer shall furnish such consents and or legitimate basis to Processor, if requested.
- 3.4 Customer shall assist in the defending or settling of any claim that is brought against Processor, at the sole cost of Customer, unless there is a legal determination or law that Processor is liable to pay any such costs.

4 Term and Termination

- 4.1 This Agreement takes effect on the Effective Date, and shall run concurrently with the Master Agreement, subject to any surviving obligations set forth in the Master Agreement and pursuant to ORBCOMM's applicable data governance policies, unless you provide other written instructions to us; provided, those instructions are consistent with the Master Agreement and applicable law.
- 4.2 Either Party may terminate this Agreement at any time without cause upon no less than sixty (60) calendar days' prior written notice to the other Party.

5 Survival

ORBCOMM's obligations under Clause 2 shall survive the termination of this Agreement to the extent that ORBCOMM continues to process any Personal Data.

6 Assignment

Subject to any restrictions or requirements set out under this Agreement, each Party has the right and power to assign any of its rights, or delegate the performance of any of its obligations, under this Agreement to an Affiliate without the prior written authorisation of ORBCOMM.

7 Counterparts

This Agreement may be executed (including by electronic signature) in several duplicates, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8 Severability

If any provision in this Agreement is deemed to be, or becomes invalid, illegal, void or unenforceable under applicable laws, such provision will be deemed amended to conform to applicable laws so as to be valid and

enforceable, or if it cannot be so amended without materially altering the intention of the Parties, it will be deleted, but the validity, legality and enforceability of the remaining provisions of this Agreement shall not be impaired or affected in any way.

9 **Entire Agreement**

This Agreement, including the Schedules and Appendices, sets out the entire agreement between the Parties relating to its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between them relating to such subject matter.

10 **Notices**

10.1 Any notice, approval, consent or other communication required to be given under this Agreement, shall be in writing and either be delivered personally, sent by email, sent by pre-paid first class post, recorded delivery or by commercial courier, to the Party required to receive the notice or communication at that Party's registered address, or as otherwise specified by the relevant Party by notice in writing to the other Party.

10.2 Any notice, approval, consent, or other communication shall be deemed to have been duly received:

10.2.1 if delivered personally, at the time the notice is left at the proper address; or

10.2.2 if sent by email, on the date that the email is sent. However, if the time of deemed receipt of any notice is not before 5.30pm local time on a business day at the address of the recipient, it is deemed to have been received at the commencement of business on the next business day; or

10.2.3 if sent by pre-paid first class post or recorded delivery, at 9.00am on the second business day after posting; or

10.2.4 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

11 **Waivers**

The failure by a Party to assert any of its rights hereunder, including, but not limited to, the right to terminate this Agreement due to a breach or default by another Party hereto, shall not be deemed to constitute a waiver by that party of its right thereafter to enforce each and every provision of this Agreement in accordance with its terms.

12 **Governing Law**

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the jurisdiction that governs the Master Agreement.

13 **Jurisdiction**

13.1 Each Party irrevocably agrees that the courts of the country in which the Master Agreements sets forth the governing jurisdiction and such courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims), arising out of or in connection with this Agreement or its subject matter or formation.

13.2 A Data Subject may bring a legal proceeding against ORBCOMM, as Processor and related to their Personal Data processed by ORBCOMM, at any court in a country in which a Data Subject resides.

Affiliated Companies List

ORBCOMM Inc., a corporation formed in Delaware, United States

ORBCOMM LLC, a limited liability company formed in Delaware, United States

Inthinc LLC, a limited liability company formed in Delaware, United States

ORBCOMM Japan Ltd., a limited company formed in Japan

ORBCOMM Technologies India (Pty) Ltd, a limited company formed in India

ORBCOMM Canada Inc., a corporation formed in Alberta, Canada

SkyWave Mobile Communications (HK) Limited, a limited company formed in Hong Kong

ORBCOMM Europe Holding B.V., a private limited company formed in the Netherlands

ORBCOMM Europe B.V., a private limited company formed in the Netherlands

ORBCOMM Europe GmbH, a limited liability company formed in Germany

ORBCOMM Ireland, Ltd., a limited company formed in Ireland

ORBCOMM Australia Gateway Company Pty Ltd., a limited company formed in Australia

ORBCOMM M2M Svcs Pte Ltd (Singapore)

ORBCOMM DO Brasil Telecomunicacoes LTDA, a limited company formed in Brasil

ORBCOMM Comunicacoes Via Satelite LTDA, a limited company formed in Brasil

SECURITY SCHEDULE

Schedule 1

Description of the Personal Data Processing	
Subject Matter	ORBCOMM will process Personal Data as necessary to perform sell the hardware, provide the services and support the business relationship pursuant to the Master Agreement and as further instructed by Customer. Personal Data of Customer employees in connection with their employment by an ORBCOMM Customer
Duration	Concurrent with the Master Agreement subject to survival clauses and ORBCOMM data governance policies.
Nature & Purpose of the Processing	ORBCOMM shall process Customer's (as the data Controller) Personal Data on behalf of Customer, as a Processor. Servicing of the business relationship with the Customer, to provide and support the products and services set forth in the Master Agreement, to comply with internal ORBCOMM data governance policies and applicable law.
Categories of Data Subjects	Data Subjects include (a) the persons whose Personal Data is provided to ORBCOMM (i) in the ORBCOMM platforms and (ii) held by ORBCOMM in connection with managing a Customer's account which may include, but is not limited to users, employees, officers, directors, contractors, agents, vendors, customers, clients, visitors, and any other individuals Personal Data which may be provided by the Customer and to the extent Customer directs ORBCOMM to Process such Personal Data in connection with the Master Agreement.
Types of Personal Data i.e. any information relating to an identified or identifiable person.	Types of Personal Data may include, but is not limited to, the following based on the specific ORBCOMM device and service used by the Customer: individual names, contact information (i.e. company, email, address, telephone number), ID data, connection data (such as IP address), location data, profile pictures, images and video captured by the Devices (e.g., images outside a vehicle or container of individuals and other information capable of identifying individuals from such imagery e.g., vehicle registration and license plates, signposts, houses, and pedestrians. Controllers shall ensure that no special categories of Personal Data, as defined in applicable Data Protection Laws are included within the categories of disclosed Personal Data and provided to Processor for processing.

Schedule 2

European Data Protection Terms

1 Definitions and Interpretations

1.1 Words and expressions used in this Schedule 2, but not defined in this Schedule 2 shall have the meanings given to such words and expressions in the Agreement or, if not defined in the Agreement, in 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 (the **GDPR**).

1.2 In this Schedule 2, unless the context otherwise indicates:

C2P SCCs: means module two (Controller-to-Processor) of the SCCs (as defined below);

Data Privacy Framework: means the EU-US Data Privacy Framework as assessed by the European Commission pursuant to Decision (2023) 4745 of 10 July 2023, the UK Extension to the EU-US Data Privacy Framework, and the Swiss-U.S. Data Privacy Framework;

EEA: means the European Economic Area;

P2C SCCs: means module four (Processor-to-Controller) of the SCCs (as defined below);

Purposes: means the nature and purposes of processing set out in Schedule 1 of this Agreement; and

SCCs: means the European Commission's standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 as set out in annex to Commission Decision 2021/914 which, as of the Effective Date, are available at the link https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj, and which are incorporated herein by reference (where applicable).

2 Processor Obligations

2.1 Further to the provisions of Article 28 GDPR, ORBCOMM agrees that it shall:

2.1.1 only process Personal Data for the Purposes, and in compliance with, and subject to, the documented instructions of the Customer, including with regard to transfers of personal data to a third country or an international organisation (unless required to do so by law to which ORBCOMM is subject; in such a case, ORBCOMM shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important ground of public interest);

2.1.2 ensure that those of its employees or personnel authorised to process Personal Data under the Agreement have committed themselves to maintain the confidentiality of the Personal Data or are under an appropriate statutory obligation in relation to such Personal Data;

2.1.3 not transfer Personal Data outside the EEA without prior written consent from the Customer. To the extent that the Customer consents to such transfer, ORBCOMM shall ensure that it has a suitable transfer mechanism in place under Part V of the GDPR.

2.1.4 take all measures required by Article 32 GDPR in relation to the security of processing Personal Data;

2.1.5 only engage the sub-processors set out [here](#) to process the Personal Data, which are considered approved by the Customer. ORBCOMM shall ensure that such sub-processors are subject to the same data protection obligations contained in this Agreement. ORBCOMM shall remain fully liable to the Customer for the performance of the sub-processor's obligations;

- 2.1.6 assist the Customer (within such reasonable time periods as may be specified by the Customer), by appropriate technical and organisational measures to respond to requests from data subjects exercising their rights in respect of Personal Data. In the event that ORBCOMM receives any such request from data subjects directly, ORBCOMM will inform the Customer without undue delay that it has received the request and forward the request to the Customer;
- 2.1.7 assist the Customer to ensure compliance with the obligations pursuant to Articles 32 to 36 of the GDPR in respect of Personal Data;
- 2.1.8 notify the Customer without undue delay after becoming aware of a personal data breach in respect of Personal Data, and promptly take steps to investigate and mitigate the personal data breach;
- 2.1.9 on termination of the Agreement, at the choice of the Customer, delete or return any Personal Data (unless law requires the retention and storage of the Personal Data);
- 2.1.10 make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer. The parties agree that all audits and inspections must be carried out during normal business hours and only in a manner that causes minimal disruption to ORBCOMM's business; and
- 2.1.11 immediately inform the Customer if, in ORBCOMM's opinion, an instruction infringes the GDPR or other European Union or Member State data protection laws.

3 International Transfers

- 3.1 For the avoidance of doubt, this clause 3 shall not apply to the extent that Personal Data is transferred within the EEA or to a country or territory which is, at the time of such transfer, deemed to ensure an adequate level of protection by the European Commission.
- 3.2 The Parties acknowledge and agree that:
 - 3.2.1 ORBCOMM group entities on the Affiliated Companies list and located in the US are certified under the Data Privacy Framework;
 - 3.2.2 to the extent that (i) ORBCOMM is certified under the Data Privacy Framework; and (ii) the Data Privacy Framework applies to the transfer of Personal Data from the Customer to ORBCOMM, ORBCOMM will lawfully receive Personal Data from the Customer in the US and will apply the principles set out the Data Privacy Framework to appropriately safeguard Personal Data; and
 - 3.2.3 in the event that, for any reasons, the Data Privacy Framework ceases to apply as a lawful means to facilitate the transfer of Personal Data from Customer to ORBCOMM in the US, the SCCs shall apply to such transfers.
- 3.3 The Parties acknowledge and agree that if ORBCOMM is located in the EEA, and the Customer is located in a non-adequate third-country, any transfers of Personal Data from ORBCOMM (as Processor) to the Customer (as Controller) shall be governed by the P2C SCCs. The Parties further acknowledge and agree that, in respect of the P2C SCCs:
 - 3.3.1 Clause 7 (the docking clause) shall apply;
 - 3.3.2 for the purposes of Clause 11(a), the optional language shall not apply;
 - 3.3.3 Clauses 14 (Local Laws and Obligations in Case of Public Access by Authorities) and 15 (Obligations of the data importer in the case of public access by authorities) shall [apply][not apply];
 - 3.3.4 for the purposes of Clause 17, the laws of the Republic of Ireland shall govern the P2C SCCs;

- 3.3.5 for the purpose of Clause 18, any disputes shall be resolved by the courts of the Republic of Ireland
- 3.3.6 for the purposes of Annex I(C), the competent Supervisory Authority shall be the Data Protection Commission in Ireland.
- 3.4 Without prejudice to Clause 3.2, the Parties acknowledge and agree that if the applicable ORBCOMM affiliate is located in a non-adequate third-country, and the Customer is located in the EEA, any transfers of Personal Data from the Customer (as Controller) to ORBCOMM (as Processor) shall be governed by the C2P SCCs. The Parties further acknowledge and agree that, in respect of the C2P SCCs:
 - 3.4.1 for the purposes of Clause 7, the docking clause shall apply;
 - 3.4.2 for the purposes of Clause 9(a), general written authorisation (option 2) shall apply and the time period shall be one month. A list of our sub-processors is available [here](#);
 - 3.4.3 for the purposes of Clause 11(a), the optional language shall not apply;
 - 3.4.4 for the purposes of Clause 17, the laws of the Republic of Ireland shall govern;
 - 3.4.5 for the purpose of Clause 18, any disputes shall be resolved by the courts of the Republic of Ireland;
 - 3.4.6 for the purposes of Annex I(C), the competent Supervisory Authority shall be the Data Protection Commission in Ireland;
 - 3.4.7 for the purposes of Annex II, ORBCOMM shall implement and maintain the technical and organisational security measures set out on the [Security Schedule](#).
- 3.5 In the event that the SCCs are: (i) deemed invalid by the European Commission or a relevant regulator or supervisory authority; or (ii) superseded by other standard contractual clauses issued or approved by the European Commission, a relevant regulator or supervisory authority, ORBCOMM and Customer shall immediately comply with such other standard contractual clauses or any other valid mechanism under European Data Protection Laws for transferring and processing Personal Data in a non-adequate third-country.
- 4 **Transfers from the United Kingdom**
 - 4.1 In connection with transfers of Personal Data subject to the GDPR as amended and incorporated into UK law under the UK European Union (Withdrawal) Act 2018 (the **UK GDPR**), the UK Addendum to the SCCs (**UK Addendum**) issued by the Information Commissioner's Office (**ICO**) under s.119A(1) of the Data Protection Act 2018 is hereby incorporated and shall apply as follows:
 - 4.1.1 the SCCs, completed as set out in sections 3.3 and 3.4 above, shall also apply to transfers of such Personal Data;
 - 4.1.2 the UK Addendum shall be deemed executed between ORBCOMM and Customer and the SCCs shall be deemed amended as specified by the UK Addendum in respect of the transfer of such Personal Data; and
 - 4.1.3 the competent supervisory authority for such ORBCOMM Data protected by the UK GDPR shall be the ICO.
 - 4.2 If, in the performance of the services, ORBCOMM transfers any Personal Data to a sub-processor that Processes Personal Data outside the European Union, Switzerland or the United Kingdom, ORBCOMM will have in place processes to meet transfer adequacy requirements, including as applicable: (a) SCCs; (b) data processing agreements, or (c) any other acceptable mechanism to allow for Personal Data transfers.

CCPA/CPRA Addendum

If applicable, the following terms of this CCPA/CPRA Addendum governs how ORBCOMM will process the Personal Data of individuals who are subject to California Data Privacy Laws, including the California Consumer Privacy Act, as amended by California Privacy Rights Act ("CCPA/CPRA") pursuant to a Master Agreement. In the event of a conflict, this CCPA/CPRA Addendum shall govern and control with respect to the Personal Data processed by ORBCOMM and which is subject to CCPA/CPRA. Terms used herein have the same definitions set forth in each of the CCPA/CPRA.

- ORBCOMM shall not sell or share the Personal Data of a Customer processed pursuant to a Master Agreement with a Customer.
- Customers shall only disclose to ORBCOMM the Personal Data that is necessary for the fulfillment of the requirements of the Master Agreement.
- ORBCOMM shall process Personal Data made available to ORBCOMM pursuant to the Master Agreement with a Customer solely for the purposes of those specified in the Master Agreement or as otherwise agreed to by the Customer, as permitted by the CCPA/CPRA and their regulations or otherwise required by law/
- ORBCOMM shall not retain, use, or disclose any Personal Data it is provided pursuant to the Master Agreement with a Customer for any commercial purpose other than as specified in the Master Agreement unless otherwise expressly permitted by the Customer, the CCPA/CPRA or its regulations.
- ORBCOMM shall comply with all applicable sections of the CCPA/CPRA and their regulations, including, but not limited to, providing the level of data and information security protections required of Processors by the CCPA/CPRA and their regulations.
- Customer has the right to take reasonable and appropriate steps to ensure that ORBCOMM processes Personal Data provided to it pursuant to the Master Agreement in compliance with a Processor's obligations pursuant to the CCPA/CPRA and their regulations.
- ORBCOMM shall notify Customers in the event that it can not meet its obligations as a Processor as required by the CCPA/CPRA and their regulations.
- Customer has the right, upon reasonable notice to ORBCOMM, to take reasonable and appropriate steps to stop and remediate any unauthorized use of Customer's Personal Data.
- ORBCOMM shall cooperate with a Customer in responding to a Data Subject's requests made pursuant to the CCPA/CPRA.