

Third Party Data SubProcessing Agreement

This agreement is supplemental to the existing Agreement or Purchase Order issued by ORBCOMM (the "Agreement" or "Purchase Order") and is effective as of the date of the applicable Agreement (the "Effective Date") by and between ORBCOMM ("ORBCOMM" or "Processor") and the vendor or service provider identified in the applicable Agreement ("the Sub-Processor") on the processing of certain data on behalf of ORBCOMM in accordance with Article 28(4) of the EU General Data Protection Regulation ("GDPR"). Capitalized terms set forth herein but not otherwise defined within the GDPR have the meanings ascribed to such terms in the Agreement.

§1 Terms, Purpose and Scope

- (1) The Parties agree that the terms set out herein are additional to and incorporated into the Agreement and that other terms, conditions, rights and obligations set forth in the Agreement continue in full force and effect unless otherwise expressly varied herein. In case of any conflict with the Agreement, this Supplemental Agreement shall take precedence.
- (2) The purpose of this Supplemental Agreement is to detail the Parties' respective obligations with regards to personal data in compliance with the GDPR including, but not limited to, the use of and protection of personal data, associated with the processing of personal data by the Sub-Processor on behalf of ORBCOMM.
- (3) This Supplemental Agreement shall apply to any and all activities associated with the Agreement, where the Sub-Processor's employees and or agents process personal data ("the Data") on behalf of the ORBCOMM.
- (4) Whenever consent is required or a reference is made to written form or notification, electronic communication is sufficient.

§2 Duration and Specifications of Processing

- (1) The Sub-Processor shall process the Data in accordance with the specifications set forth in the Agreement and for so long as the Agreement is in effect. A breakdown of the data specifications (the type of Data, the nature, purposes and subject matter of the data processing and the categories of data subjects) is provided in ANNEX 1.
- (2) Instructions and specifications of processing, set forth in the Agreement, its exhibits/schedules or in this Supplemental Agreement, may be altered, modified or added to only by written instruction signed by both Parties.

§3 Basis on which Sub-Processor can process the Data

The Sub-Processor shall only process the Data on the basis of written instructions established with ORBCOMM, either pursuant to the Agreement, its exhibits/schedules, this Supplemental Agreement or otherwise agreed to in writing signed by the Parties.

§4 Confidentiality

The Sub-Processor shall ensure that persons processing the Data have agreed to and are bound by a written duty of confidentiality. Sub-Processor shall provide its employees and ensure that any of its agents or third-parties processing Data on its behalf receive annual security and privacy training which shall continue until the termination of the Agreement.

§5 Security

The Sub-Processor hereby represents and warrants that it has and covenants that at all times during the term of this Supplemental Agreement that they will have in place adequate controls, processes, and systems by which to ensure that the Data is held securely at all times and ensure proper use, storage and maintenance of the Data. A breakdown of such measures is provided in ANNEX 2. The Sub-Processor must inform ORBCOMM if there are any alterations to the measures set forth down in ANNEX 2.

§6 Third Party access to the Data

- (1) The Sub-Processor shall seek ORBCOMM's written consent prior to disclosing and/or transferring Data to a third party. Consent is not required if the transfer is necessary in accordance with the law; in such cases, the Sub-Processor shall inform ORBCOMM of that legal requirement before the transfer, unless that law prohibits such disclosure on important grounds of public interest.
- (2) The Sub-Processor shall remain fully liable to and hereby indemnifies ORBCOMM in accordance with the indemnity provisions of the Agreement in connection with Sub-Processor's compliance with the GDPR by third party processors. A list of the existing third party processors is set out in Schedule 3. ORBCOMM hereby consents to the use of the third parties listed in Schedule 3. Sub-Processor agrees to obtain ORBCOMM's prior written consent to the replacement of or additions to these third party processors.
- (3) The Sub-Processor shall impose the same data protection obligations set out herein on every third party with whom they disclose or transfer the Data. The Sub-Processor must ensure that such third parties have an appropriate level of data protection and information security. Notwithstanding anything herein to the contrary Sub-Processor shall remain primarily liable for the actions of its third party processors.
- (4) Where Data in the Sub-Processor's possession becomes subject to search and seizure, an attachment order, confiscation during bankruptcy or insolvency proceedings, or similar events or measures by third parties, the Sub-Processor shall immediately notify ORBCOMM where such Data is attributable to ORBCOMM.

§7 Transfer of Data outside of EU

The Sub-Processor shall seek specific consent of ORBCOMM before transferring the Data outside of the EU. Such consent will not be required if the transfer is necessary in accordance with the law; in such cases, the Sub-Processor shall inform ORBCOMM of that legal requirement before the transfer, unless that law prohibits such disclosure on important grounds of public interest. ORBCOMM hereby provides consent to the transfers outside of the EU listed in ANNEX 3(2).

§8 Retention

Where the Agreement comes to an end, or where ORBCOMM otherwise requests in writing, the Sub-Processor shall delete or return to ORBCOMM any remaining Data that is attributable to ORBCOMM. The Sub-Processor shall delete all existing copies of such Data, including those in backup copies, unless EU or national law requires storage of the data. If destroyed, Sub-Processor shall provide ORBCOMM a certification to such destruction, signed by an officer of Sub-Processor.

§9 Assistance with GDPR obligations and Compliance

- (1) The Sub-Processor shall support ORBCOMM, in fulfilling a data subjects' requests and claims, as detailed in chapter III of the GDPR and in fulfilling the obligations enumerated in Articles 33 to 36 GDPR.
- (2) The Sub-Processor agrees that they shall immediately inform ORBCOMM if, in the Sub-Processor's opinion, an instruction from ORBCOMM infringes data protection law.
- (3) The Sub-Processor shall immediately inform ORBCOMM of any suspected data breach or non-compliance of the GDPR or any other irregularities arising from the Sub-Processor's activities or any activities of the third parties with whom they engaged. Sub-Processor shall inform ORBCOMM of any breach or suspected breach by notifying ORBCOMM at privacy@ORBCOMM.com in addition to the standard notification requirements set forth in the Agreement.
- (4) Upon request from ORBCOMM the Sub-Processor will provide ORBCOMM with the information necessary to demonstrate Sub-Processors' compliance with the obligations set forth in the GDPR. Accordingly, Sub-Processor shall permit ORBCOMM to conduct and shall reasonably assist in audits, including inspections, conducted by ORBCOMM and or other Controllers of the Data and or a respective Supervisory Authority and or another auditor appointed by ORBCOMM or Controller. Such audits and inspections to be conducted upon reasonable notice, during regular business hours, and without reasonably interfering with the Sub-Processor's operations.
- (5) ORBCOMM shall promptly notify the Sub-Processor of any deficiency or irregularity found with the Sub-Processor's GDPR compliance or this Supplemental Data Processing Agreement.
- (6) The Sub-Processor shall immediately investigate and rectify any data breach, non-compliance with the GDPR or other irregularity of which the Sub-Processor was notified or was aware of.

§10 Enquiries by data subjects

Where a data subject asserts claims for rectification, erasure or access against the Sub-Processor, and where the Sub-Processor is able to associate the data subject to ORBCOMM, based on the information provided by the data subject, the Sub-Processor shall refer the requesting data subject directly to ORBCOMM. The Sub-Processor shall promptly forward the data subject's request to ORBCOMM. The Sub-Processor shall support ORBCOMM in complying with the data subject's request.

§11 Liability and damages toward the data subject

- (1) ORBCOMM and the Sub-Processor shall be liable to the data subject in accordance with Article 82 GDPR and be subject to such indemnities as set out in Article 82 GDPR.
- (2) ORBCOMM and Sub-Processor are obliged to assist in defending and or settling any such claim that is brought against one of the parties.

§12 Dispute

If any dispute arises in relation to the subject matter of this Supplemental Agreement, in particular the attribution of liability arising out of §11, such dispute shall be resolved in accordance with the dispute resolution clauses within the Agreement.

§13 General

- (1) If any provision of this Supplemental Agreement should be or become invalid, the validity of the remaining provisions shall not in any way be affected or impaired. Invalid provisions shall be replaced by valid provisions formulated in such a way that the intended purpose will largely be achieved.
- (2) The Sub-Processor agrees that it shall be responsible for all costs associated with its compliance with the obligations contained within this Supplemental Agreement.

§14 Incorporation and Acceptance

This Supplemental Agreement is incorporated into and made a part of the applicable ORBCOMM Agreement. By accepting the Purchase Order or Agreement — whether by written acknowledgment, commencement of performance, or any other manner of acceptance — the Sub-Processor agrees to be bound by the terms of this Supplemental Agreement. No separate execution of this Supplemental Agreement shall be required.

SCHEDULE 1

Data Specifications

Type of Data	Nature, Purpose and Subject Matter of Data Processing	Categories of Data Subjects
--------------	---	-----------------------------

--

--

--

SCHEDULE 2

Security Measures

Organizational Measures	Technical Measures	Data it concerns
-------------------------	--------------------	------------------

--

--

--

--

--

--

SCHEDULE 3

Approved third parties utilized by the Sub-Processor

1) Third parties established in an EU Member State

Name	Address	Processing carried out
------	---------	------------------------

--

2) Third Parties established outside an EU Member State

Name

Address

Processing carried out

Legal basis can transfer data outside of the EU i.e. adequacy decision, certification, binding corporate rules

--

--