

CALAMP DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**Addendum**") is effective on the first date that Customer provides to CalAmp Customer Personal Data (as defined below) subject to the applicable Privacy Law (as defined below) and forms part of the Principal Agreement or other written or electronic agreement ("**Agreement**") by and between the organization signing or accepting below ("Customer") and CalAmp Wireless Networks Corporation ("**CalAmp**"), and sets forth the terms and conditions relating to the privacy, confidentiality, and security of Customer Personal Data associated with CalAmp Products and subscription and maintenance services to be rendered by CalAmp to Customer pursuant to the Agreement. All terms defined or used in the Agreement shall have the same meaning in this Addendum unless otherwise specified. Terms used in this Addendum which are not defined herein or in the Agreement shall have the meaning set forth in the applicable Privacy Law.

Whereas Customer may provide CalAmp, a company located in the United States, with access to Customer Personal Data, Personal Information or Personally Identifiable Information to act as a Processor or Service Provider in connection with CalAmp Products and subscription and maintenance services performed by CalAmp for or on behalf of Customer pursuant to the Agreement; and

Whereas Customer requires that CalAmp preserve and maintain the privacy and security of such Customer Personal Data as a Processor according to the terms of this Addendum;

Now therefore, in consideration of the mutual covenants and agreements in this Addendum and the Agreement and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Customer and CalAmp agree as follows:

1. **Definitions and Interpretation.**

- 1.1 "**Contracted Processor**" means a Subprocessor.
- 1.2 "**Customer Personal Data**" means any Personal Data Processed by a Contracted Processor on behalf of Customer pursuant to or in connection with the Principal Agreement.
- 1.3 "**DPA**" means this Data Processing Agreement and all Schedules.
- 1.4 "**Data Protection Laws**" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country.
- 1.5 "**EEA**" means the European Economic Area.
- 1.6 "**EU Data Protection Laws**" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR.
- 1.7 "**GDPR**" means EU General Data Protection Regulation 2016/679.
- 1.8 "**Data Transfer**" means:
 - (a) a transfer of Customer Personal Data from the Customer to a Contracted Processor; or
 - (b) an onward transfer of Customer Personal Data from a Contracted Processor to a Subcontracted Processor, or between two establishments of a Contracted Processor in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws).
- 1.9 "**Privacy Laws**" means the European Union General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, The California Consumer Privacy Act of 2018 or other privacy laws applicable to CalAmp.
- 1.10 "**Services**" means the Devices and Data services CalAmp provides.
- 1.11 "**Subprocessor**" means any person appointed by or on behalf of Processor to process Personal Data on behalf of the Customer in connection with the DPA.

2. **Processing of Customer Personal Data.**

- 2.1 Processor shall:
 - (a) comply with all applicable Data Protection Laws in the Processing of Customer Personal Data; and
 - (b) not Process Customer Personal Data other than on the relevant Customer's documented instructions.
- 2.2 The Customer instructs Processor to process Customer Personal Data.

- 3. **Processor Personnel.** Processor shall take reasonable steps to ensure the reliability of any employee, agent, or contractor of any Contracted Processor who may have access to the Customer Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Customer Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. **Security.**
- 4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall in relation to the Customer Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.
- 4.2 In assessing the appropriate level of security, Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.
5. **Subprocessing.** Processor shall not appoint (or disclose any Customer Personal Data to) any Subprocessor unless required or authorized by the Customer.
6. **Data Subject Rights.**
- 6.1 Taking into account the nature of the Processing, Processor shall assist the Customer by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of the Customer obligations, as reasonably understood by Customer, to respond to requests to exercise Data Subject rights under the Data Protection Laws.
- 6.2 Processor shall:
 - (a) promptly notify Customer if it receives a request from a Data Subject under any Data Protection Law in respect of Customer Personal Data; and
 - (b) ensure that it does not respond to that request except on the documented instructions of Customer or as required by Applicable Laws to which the Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws inform Customer of that legal requirement before the Contracted Processor responds to the request.
7. **Personal Data Breach.**
- 7.1 Processor shall notify Customer without undue delay upon Processor becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information to allow the Customer to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.
- 7.2 Processor shall co-operate with the Customer and take reasonable commercial steps as are directed by Customer to assist in the investigation, mitigation, and remediation of each such Personal Data Breach.
8. **Data Protection Impact Assessment and Prior Consultation.** Processor shall provide reasonable assistance to the Customer with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Customer reasonably considers to be required by Articles 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.
9. **Deletion or return of Customer Personal Data.**
- 9.1 Subject to this section 9 Processor shall promptly and in any event within 10 business days of the date of cessation of any Services involving the Processing of Customer Personal Data (the "Cessation Date"), delete and procure the deletion of all copies of those Customer Personal Data.
- 9.2 Processor shall provide written certification to Customer that it has fully complied with this Section 9 within 10 business days of the Cessation Date.
10. **Audit rights.**
- 10.1 Subject to this section 10, Processor shall make available to the Customer on request all information necessary to demonstrate compliance with this DPA, and shall allow for and contribute to audits, including inspections, by the Customer or an auditor mandated by the Customer in relation to the Processing of the Customer Personal Data by the Contracted Processors.
- 10.2 Information and audit rights of the Customer only arise under Section 10.1 to the extent that the DPA does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.
11. **Data Transfer.** The Processor may not transfer or authorize the transfer of Data to countries outside the EU and/or the European Economic Area (EEA) without the prior written consent of the Customer. If personal data processed under this DPA is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU-approved standard contractual clauses for the transfer of personal data.

12. **General Terms.**
- 12.1 **Confidentiality.** Each Party must keep this DPA and information it receives about the other Party and its business in connection with this DPA (“Confidential Information”) confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:
- (a) disclosure is required by law; or
 - (b) the relevant information is already in the public domain.
- 12.2 **Notices.** All notices and communications given under this DPA must be in writing and will be delivered personally, sent by post, or sent by email to the address or email address set out in the heading of this Agreement at such other address as notified from time to time by the Parties changing address.
13. **Order of Precedence.** The provisions of this DPA are supplemental to the provisions of the Principal Agreement. In the event of inconsistencies between the provisions of this DPA and the provisions of the Principal Agreement, the provisions of this DPA shall prevail.