



VENAFOTO Data Protection Terms

The customer of VENAFOTO Services who accepts these terms has entered into an agreement with VENAFOTO or a third party reseller, as applicable, for the provision of the Measurement Services (as modified from time to time, the "Agreement") through whose user interface the Customer has enabled the Data Sharing Option.

These VENAFOTO Measurement Data Protection Terms between Data Controllers ("Data Controller Terms") are entered into between VENAFOTO and Customer. When the Contract is signed between the Client and VENAFOTO, these Data Controller Terms will complement the Contract. Where the Agreement is between Customer and a third-party reseller, these Data Controller Terms shall constitute a separate agreement between VENAFOTO and Customer.

For the avoidance of doubt, the provision of the Measurement Services will be governed by the Contract. These Data Controller Terms set out the data protection provisions related to the Data Sharing Option, but do not apply to the provision of the Metering Services.

In accordance with Section 8.4 (No effect on Data Processor Terms), these Data Controller Terms will be effective from the Terms Effective Date, date on which which will replace the previously applicable terms related to this matter.

If you accept these Data Controller Terms on behalf of Customer, you warrant that: (a) you have full legal authority to make these Data Controller Terms binding on Customer; (b) you have read and understand these Data Controller Terms; and (c) accepts, on behalf of the Client, these Data Controller Terms. If you do not have the relevant legal authority to make them binding on Customer, do not accept these Data Controller Terms.

Do not accept these Data Controller Terms if you are a reseller. These Data Controller Terms set out the rights and obligations that apply to the relationship between users of the Measurement Services and VENAFOTO.

1. Introduction

These Data Controller Terms reflect the contract between the parties regarding the processing of Personal Data held by the Data Controller under the Data Sharing Option.

2. Definitions and interpretation

2.1

In these Terms of the Data Controllers, the defined terms will be understood as follows:

"Additional Terms to Non-European Data Protection Legislation" means the additional terms mentioned in Appendix 1, which reflect the contract between the parties on the terms governing the processing of certain data in relation to a certain Legislation. Non-European Data Protection.

"Suitable Country" means the following:

- (a) with regard to data processing pursuant to the EU GDPR: to the EEA or a country or territory recognized as ensuring adequate data protection under the EU GDPR;
- (b) in respect of data processing under the UK GDPR: to the UK or a country or territory recognized as ensuring adequate data protection under the UK GDPR and the Act of Data Protection of 2018; I
- (c) with regard to data processing in accordance with the Swiss FDPA: to Switzerland or to a country or territory (i) included in the list of States whose legislation ensures adequate data protection, in accordance with the published by the Swiss Federal Commissioner for Data Protection and Information, or (ii) recognized as places that ensure adequate data protection by the Swiss Federal Council under the Swiss FDPA, in each case, to unless an optional data protection framework is taken as a basis.

"Associated Entity" means any entity that, directly or indirectly, controls, is controlled by, or shares control with a party.

"Alternative Transfer Solution" means a mechanism (other than the Data Controller's Standard Contractual Clauses) that allows the lawful transfer of personal data to a third country in accordance with European Data Protection Legislation; for example, a data protection framework recognized as a guarantee that participating local authorities provide adequate protection.

"Confidential Information" means these Data Controller Terms.

"Affected by the Data Controller" refers to the subject to whom the Personal Data Held by the Data Controller concerns.

"Personal Data Held by the Data Controller" means personal data processed by a party under the Data Sharing Option.

"Standard Contractual Clauses of the Data Controller" refers to the terms available at www.venafoto.com

"Data Sharing Option" means the Data Sharing Option that the Customer has enabled through the user interface of the Measurement Services and that allows VENAFOTO and its Associated Entities to use personal data to improve products and services. of VENAFOTO and those Entities.

"EEA" means the European Economic Area.

"Ultimate Data Controller" means the ultimate controller, of each party, for the processing of Personal Data held by the Data Controller.

"EU GDPR" refers to Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, relating to the protection of natural persons with regard to the processing of personal data and free movement. of these data and which repeals Directive 95/46/EC.

"Personal Data Held by the European Data Controller" means Personal Data Held by the Data Controller that concerns Data Subjects of the Data Controller who are located in the European Economic Area or Switzerland .

"European Data Protection Legislation" means, as applicable: (a) the GDPR and/or (b) the Swiss FDPA.

"European Law" means, as applicable: (a) the law of the EU or the EU Member State (if the EU GDPR applies to the processing of Personal Data Held by the Data Controller) ; and/or (b) the laws of the United Kingdom or part of the United Kingdom (if the UK GDPR applies to the processing of Personal Data Held by the Data Controller).

"GDPR" means, as applicable: (a) the EU GDPR and/or (b) the UK GDPR.

"VENAFOTO" refers to the following:

- (a) When an VENAFOTO Entity is a party to the Contract, to that VENAFOTO Entity.
- (b) When the Contract is signed between the Client and a third-party reseller and:
 - or (i) The third-party reseller is registered as a legal entity in North America or another region outside of Europe, the Middle East, Africa, Asia and Oceania, with VENAFOTO (formerly VENAFOTO Inc.).
 - or (ii) The third-party reseller is registered as a legal entity in Europe, the Middle East or Africa, with VENAFOTO.

 - or (iii) The third party reseller is registered as a legal entity in Asia and Oceania, to VENAFOTO Asia Pacific Pte. Ltd.

"Ultimate Data Controllers of VENAFOTO" refers to the Final Controllers of the Processing of Personal Data held by the Data Controller processed by VENAFOTO.

"Non-European Data Protection Laws" means privacy or data protection laws in force outside the EEA, Switzerland and the United Kingdom.

"European Authorized Transfers" means the processing of Personal Data Held by the Data Controller that takes place in an Appropriate Country, or the transfer to an Appropriate Country of Personal Data Held by the Data Controller.

"Policies" means the VENAFOTO End User Consent Policy, available at www.venafoto.com

"Terms of Data Processors" refers to the following:

- (a) Where VENAFOTO is a party to the Contract, to the terms of the data processor, available at www.venafoto.com
- (b) When the Contract is entered into between the Client and a third-party reseller, to the terms that reflect the relationship between the controller and the data processor, if any, as agreed between the Client and the third-party reseller.

"European Transfers Subject to Restrictions" means transfers of Personal Data Held by the Data Controller that (a) are subject to European Data Protection Law and (b) are not Authorized European Transfers.

"Swiss FDPA" means the Swiss Federal Data Protection Act of June 19, 1992.

"Terms Effective Date" is, as applicable:

- (a) On May 25, 2018, if Customer clicked to accept these Data Controller Terms on that or an earlier date, or if the parties otherwise agreed to such terms on that or an earlier date former.
- (b) The date on which Customer clicked to accept these Data Controller Terms or the parties otherwise agreed to such terms, if such date is after May 25, 2018.

"Personal Data Held by the UK Data Controller" means Personal Data Held by the Data Controller that concerns Data Subjects of the Data Controller who are located in the United Kingdom.

"UK GDPR" means the EU GDPR as amended and incorporated into UK law by the UK Exit Act 2018.

United Kingdom of the European Union, as well as the applicable secondary legislation that has been created by virtue of that Law.

2.2

The terms "data controller", "data subject", "personal data", "processing" and "processor", as used in these Data Controller Terms, have the meanings given in the GDPR, and the terms "data importer" and "data exporter" have the meanings given in the Standard Contractual Clauses of the Data Controller.

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All examples set out in these Data Controller Terms are for illustrative purposes and are not exclusive examples of a particular concept.

2.4

Any reference to a legal framework, law or other legislative provision is a reference to such instruments, as amended or re-enacted from time to time.

2.5

To the extent any translated version of this Agreement does not match the English version, the English version shall prevail.

2.6

References in the Data Controller's Standard Contractual Clauses to the "Data Protection Terms between Data Controllers of VENAFOTO" should be considered references to the "VENAFOTO Measurement Data Protection Terms between Data Processing Controllers".

3. Application of these Terms of the Data Controllers

3.1 Application of European Data Protection Legislation

These Data Controller Terms will only apply to the extent that European Data Protection Legislation applies to the processing of Personal Data Held by the Data Controller.

3.2 Application to the Data Sharing Option

These Data Controller Terms will only apply to the Data Sharing Option for which the parties agreed to these Data Controller Terms (for example, the Data Sharing Option for which the Customer made click to accept these Terms of Data Controllers).

3.3. Duration

These Data Controller Terms will apply from the Effective Date of the Terms, will remain in effect while VENAFOTO or the Customer processes the Personal Data held by the Data Controller and will cease to apply as soon as stop treating them.

4. Functions and restrictions applied to the treatment

4.1 Independent Data Controllers

In accordance with Section 4.4 (Ultimate Data Controllers), each party:

- (a) Is an independent controller of Personal Data held by the Data Controller under European Data Protection Legislation.
- (b) It will individually determine the purposes of the processing of Personal Data held by the Data Controller, as well as the means by which it is carried out.
- (c) You will comply with your obligations under European Data Protection Legislation with respect to the processing of Personal Data Held by the Data Controller.

4.2 Restrictions applied to treatment

Section 4.1 (Independent Data Controllers) will not affect the restrictions that apply to the rights of the parties to use or otherwise process Personal Data held by the Data Controller under the Contract.

4.3 End User Consent

The Client will comply with the Policies governing Personal Data Held by the Data Controller according to the Data Sharing Option chosen and will at all times assume the responsibility of demonstrating compliance.

4.4 Final Controllers of Data Processing

Without reducing either party's obligations under these Data Controller Terms, each party acknowledges that: (a) Associated Entities or the other party's clients may be Final Data Controllers. of data; and (b) the other party may act as a data processor in name of its Final Data Controllers. The Final Data Controllers of VENAFOTO are: (i) VENAFOTO with respect to Personal Data held by the European Data Controller that is processed by VENAFOTO; and (ii) VENAFOTO in respect of Personal Data Held by the UK Data Controller that is processed by VENAFOTO. Each party will ensure that its respective Final Data Controllers comply with the Data Controller Terms, including (if applicable) the Data Controller Standard Contractual Clauses.

5. Data Transfers

5.1 European Transfers Subject to Restrictions

Pursuant to Section 5.3 (Transfers of Personal Data Held by the UK Data Controller to VENAFOTO), either party may make European Transfers Subject to Restrictions if it complies with European Data Protection Legislation. on European Transfers Subject to Restrictions.

5.2 Alternative Transfer Solution

- (a) If VENAFOTO announces its adoption of an Alternative Transfer Solution for any European Transfers Subject to Restrictions: (i) VENAFOTO will ensure that such European Transfers Subject to Restrictions are made in accordance with that Alternative Transfer Solution; and (ii) Sections 5.3 (Transfers of Personal Data Held by the UK Data Controller to VENAFOTO) to 5.6 (Deletion of Data Upon Termination) will not apply to such European Transfers Subject to Restrictions.
- (b) If VENAFOTO has not adopted any Alternative Transfer Solution, or has informed Customer that it has stopped using the one it had adopted, for European Transfers Subject to Restrictions, Section 5.3 will apply to such Transfers.

5.3 Transfers of Personal Data Held by the UK Data Controller to VENAFOTO

To the extent that Customer transfers Personal Data Held by a UK Data Controller to VENAFOTO, Customer, as data exporter, will be deemed to have entered into the Data Controller Standard Contractual Clauses with venafoto (the applicable VENAFOTO Final Data Controller) as the data importer, and transfers will be subject to such Data Controller Standard Contractual Clauses, as VENAFOTO is headquartered in the United States and therefore Therefore, those transfers are European Transfers Subject to Restrictions. For clarification, to the extent that Customer transfers Personal Data Held by the European Data Controller to VENAFOTO, it is not required to comply with the mechanism stipulated in Chapter

V of the EU GDPR because VENAFOTO (the VENAFOTO's applicable Final Data Controller) is headquartered in Ireland and, therefore, such transfers are Authorized European Transfers.

5.4 Contacting VENAFOTO and Customer Information

- (a) Customer may contact VENAFOTO regarding the Data Controller Standard Contractual Clauses through the website www.venafoto.com or any other means provided by VENAFOTO from time to time.
- (b) The Customer acknowledges that VENAFOTO, in accordance with the Standard Contractual Clauses of the Data Controller, has the obligation to record certain information, including (i) the identity and contact details of the data importer (which includes any contact person with responsibility for data protection); and (ii) the technical and organizational measures implemented by the data importer. Accordingly, Customer will provide, when required and as appropriate, such information to VENAFOTO through such means as may be provided by VENAFOTO and will ensure that all information provided is accurate and up-to-date.

5.5 Respond to queries from Affected Parties

The applicable data importer will be responsible for responding to queries from data subjects and supervisory authorities in relation to the importer's processing of Personal Data held by the applicable Data Controller.

5.6 Deletion of Data after Resolution

To the extent that:

- (a) VENAFOTO acts as a data importer and Customer acts as a data exporter under the Data Controller's Standard Contractual Clauses; and
 - (b) the Client terminates the Contract in accordance with Clause 16(c) of the Standard Contractual Clauses of the Data Controller,
- for the purposes of Clause 16(d) of the Data Controller's Standard Contractual Clauses, if the Customer requests VENAFOTO to delete Personal Data held by the Data Controller, unless European Law requires that are stored, VENAFOTO will facilitate such deletion as soon as reasonably possible, to the extent that such deletion is reasonably possible (taking into account that VENAFOTO is an independent data controller, as well as the nature and functions of the Services of the Data Controller).

6. Responsibility

6.1 Limitation of liabilities

Yes VENAFOTO:

- (a) It is a party to the Contract and the Contract is governed by the laws of:
or (i) A state of the United States of America; in which case, notwithstanding anything stipulated in the Contract, the total liability of either party to the other

under or in connection with these Data Controller Terms shall be limited to the maximum monetary or to the maximum amount according to the payments that has been established as the limit of that party's liabilities in the Contract (and, therefore, no exclusion that applies to claims for compensation under the limitation of liabilities of the Contract will not apply to claims compensation under the Contract in relation to European Data Protection Legislation).

or (ii) A jurisdiction that is not a state of the United States of America; in which case the liability of the parties under these Data Controller Terms, or in connection with them, will be subject to the exclusions and limitations of liabilities set out in the Contract.

- (b) Is not a party to the Contract, to the extent permitted by applicable law, VENAFOTO will not be liable for any lost profits or indirect, special, incidental, consequential, exemplary or punitive damages of the Customer, even if VENAFOTO or its Associated Entities had been notified, knew or should have known that compensation for damages is not sufficient to serve as a solution. The total cumulative liability of VENAFOTO (and its Associated Entities) to Customer or any other party for loss or damage resulting from any claim, damage or legal action arising out of or related to these Data Controller Terms shall not exceed five hundred US dollars (500 USD).

6.2 Liability if the Standard Contractual Clauses of the Data Controller are applicable

If the Data Controller Standard Contractual Clauses apply under Section 5 (Data Transfers):

(a) In the event that VENAFOTO is a party to the Agreement, the combined total liability of (i) VENAFOTO to the Customer, and (ii) the Customer to VENAFOTO, under the combination of the Agreement and the Standard Contractual Clauses of the Data Controller, or in connection with them, will be subject to Section 6.1(a) (Limitation of liabilities). Clause 12 of the Standard Contractual Clauses of the Data Controller will not affect the previous provision.

(b) In the event that VENAFOTO is not a party to the Contract, the combined total liability of (i) VENAFOTO to the Customer, and (ii) the Customer to VENAFOTO, VENAFOTO and VENAFOTO, by virtue of or in connection with the combination of these Data Controller Terms and the Data Controller Standard Contractual Clauses, you will be subject to Section 6.1(b) (Limitation of Liabilities). Clause 12 of the Standard Contractual Clauses of the Data Controller will not affect the previous provision.

7. Third Party Beneficiaries

If VENAFOTO is not a party to the Agreement, but is a party to the Data Controller Standard Contractual Clauses, VENAFOTO will be a third party beneficiary of Sections 4.4 (Ultimate Data Controllers), 5.3 (Transfers of Personal Data Held by the

Data Controller to VENAFOTO) to 5.6 (Deletion of Data after Resolution), and 6.1 (Limitation of Liabilities) to 6.2 (Liability if the Data Controller's Standard Contractual Clauses) data are applicable). To the extent this Section 7 conflicts or is inconsistent with any other provision of the Agreement, the provisions of Section 7 shall prevail.

8. Effect of the Terms of Data Controllers

8.1 Priority order

If there is any conflict or inconsistency between the Standard Contractual Clauses of the Data Controller, the Additional Terms to the non-European Data Protection Legislation, the rest of these Terms of the Data Controllers and/or the rest of the Contract, in accordance with Sections 4.2 (Restrictions applied to processing) and 8.4 (No effect on the Terms of the Data Processors), the following order of priority will apply: (a) the Standard Contractual Clauses of the Controller Data (if applicable); (b) Additional Terms to Non-European Data Protection Legislation (if applicable); (c) the remainder of these Data Controller Terms; and (c) the remainder of the Agreement (if applicable). In accordance with the addendums made to these Terms by the Data Controllers, the Contract signed between VENAFOTO and the Client remains valid.

8.2 Additional Commercial Clauses

Sections 5.4 (Contact VENAFOTO) to 5.6 (Deletion of Data after Resolution), and Section 6.2 (Liability if the Data Controller Standard Contractual Clauses are applicable) are additional commercial clauses related to the Clauses Standard Contractual Clauses of the Data Controller, as stipulated in Clause 2(a) (Effect and invariability of the Clauses) of the Standard Contractual Clauses of the Data Controller.

8.3 Without modification of the Standard Contractual Clauses of the Data Controller

Nothing established in the Contract (including these Terms of the Data Controllers) is intended to modify or contradict the Standard Contractual Clauses of the Data Controller or harm the fundamental rights or freedoms of those affected under the Legislation of European Data Protection.

8.4 No effect on the Terms of Data Processors

These Data Controller Terms will not replace or affect any of the Data Processor Terms. For the avoidance of doubt, if the Customer is a party governed by the Data Processor Terms in relation to the Metering Services, the Data Processor Terms will continue to apply to the Services. Measurement, without prejudice to the fact that these Data Controller Terms apply to Personal Data held by the Data Controller that is processed in accordance with the Data Sharing Option.

8.5 Old Standard Contractual Clauses Applicable in the United Kingdom

From September 21, 2022 or the date of entry into force of the Contract (whichever date is later), the additional terms of the Standard Contractual Clauses of the Data Controller applicable to transfers in accordance with the UK GDPR, and will replace and terminate the standard contractual clauses approved in accordance with the UK GDPR and the Data Protection Act 2018 and previously entered into by Customer and VENAFOTO ("Old Standard Contractual Clauses Applicable in the United Kingdom"). This Section 8.5 (Old Standard Contractual Clauses Applicable in the United Kingdom) shall not affect the rights of either party, or the rights of any affected parties, which they may have acquired under the Old Standard Contractual Clauses Applicable in the United Kingdom while they were in force.

9. Changes to these Terms of Data Controllers

9.1 Changes to the Terms of Data Controllers

VENAFOTO may change these Data Controller Terms if the change:

- (a) It is necessary to comply with applicable laws and regulations, a court ruling or directive issued by a regulatory body or government agency; or reflects VENAFOTO's adoption of an Alternative Transfer Solution.
- (b) Do not: (i) attempt to alter the categorization of the parties as controllers of Personal Data held by the Data Controller under European Data Protection Legislation; (ii) expands the scope or remove restrictions on the rights of any party to use or otherwise process Personal Data Held by the Data Controller; nor (iii) has a material adverse impact on Customer, as reasonably determined by VENAFOTO.

9.2 Change notification

If VENAFOTO intends to change these Data Controller Terms pursuant to Section 9.1(a) and such change will have a material adverse impact on Customer, as reasonably determined by VENAFOTO, VENAFOTO will take commercially reasonable steps to inform Customer at least 30 days (or such shorter period as may be required to comply with applicable law, applicable regulation, court ruling, or instructions issued by a regulatory body or government agency) before the change takes effect. If the Customer objects to the change, they may disable the Data Sharing Option.

10. Additional provisions

10.1

This Section 10 (Additional Provisions) shall only apply where VENAFOTO is not a party to the Agreement.

10.2

Each party will carry out the obligations set out in these Data Controller Terms with a reasonable level of competence and diligence.

10.3

Neither party will use or disclose Confidential Information of the other party without its prior written approval, except to exercise its rights or fulfill its

obligations under these Data Controller Terms, or if required by law, a regulation or a judicial resolution, in which case the party that is forced to disclose Confidential Information will notify the other party as much in advance as is reasonably possible.

10.4

To the extent permitted by law, unless expressly provided otherwise in these Data Controller Terms, VENAFOTO makes no other warranties of any kind, whether express or implied, mandatory or otherwise. , including, but not limited to, the warranties of merchantability, fitness for a particular purpose and non-infringement.

10.5

Neither party will be liable for failure to perform its obligations or for delay in such performance if caused by circumstances beyond its reasonable control.

10.6

Even if any of the provisions set out in these Data Controller Terms, whether in whole or in part, are deemed invalid, illegal or inapplicable, the other provisions of the Data Controller Terms of Data Processing will retain their total validity.

10.7

(a) Except as provided in Section (b) below, these Data Controller Terms will be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. In the event of conflicts between any laws, rules or regulations of other parts of the world and the laws, rules and regulations of California, California laws, rules and regulations shall prevail and govern. Each party agrees to submit to the exclusive and personal jurisdiction of the courts located within Santa Clara County, California. The United Nations Convention on Contracts for the International Sale of Goods and the United States Uniform Computer Information Transactions Act shall not apply to these Data Controller Terms.

(b) If the Contract is between the Customer and a third party reseller, and the third party reseller is registered as a legal entity in Europe, the Middle East or Africa, these Data Controller Terms will be governed by English law. Each party agrees to submit to the exclusive jurisdiction of the English courts in relation to any dispute (whether contractual or non-contractual) arising out of or in connection with these Data Controller Terms.

(c) In the event that the Data Controller's Standard Contractual Clauses are applicable and provide for applicable law that differs from the laws described in sections (a) and (b) above, the applicable law set forth in the Clauses Standard Contractual Clauses of the Data Controller will be applicable only with respect to said Standard Contractual Clauses of the Data Controller.

(d) The United Nations Convention on Contracts for the International Sale of Goods and the United States Uniform Computer Information Transactions Act do not apply to these Controller Terms.

10.8

All notices of termination or default will be made in writing in English and sent to the attention of the other party's Legal Department. The email address to send notices to the Customer Service Department at info@venfoto.com Notices will be deemed received when verified by written or automatic acknowledgment of receipt, or by electronic record (if applicable).

10.9

The fact that either party fails to exercise any of its rights contained in these Data Controller Terms, or delays in doing so, does not waive that right. Neither party may assign any part of these Data Controller Terms without the written consent of the other party, except to an Associated Entity and provided that: (a) the assignee agrees by in writing to abide by the Terms of the Data Controllers; (b) the transferring party remains responsible for the obligations incurred under these Data Controller Terms if the transferee breaches them; (c) in the case of Customer, the transferring party has transferred its Metering Services account(s) to the transferee; and (d) the assigning party has notified the other party of the assignment. Any other attempted transfer will be considered null and void.

10.10

The parties are independent contractors. These Data Controller Terms do not constitute any representation, trade association or temporary association of companies. These Data Controller Terms do not confer any benefit to any third party unless expressly stated otherwise.

10.11

To the extent permitted by applicable law, these Data Controller Terms set forth all terms agreed to by the parties. By entering into these Data Controller Terms, neither party has relied on any statement, representation or warranty (whether negligent or innocent) that is not expressly set out in these Data Controller Terms. Data, nor such statements, representations or warranties shall constitute rights or remedies for infringement of rights for either party.

Appendix 1: Additional Terms to Non-European Data Protection Legislation

The following Additional Terms to Non-European Data Protection Legislation complement these Data Controller Terms:

- ("Annex for Data Controllers of the LGPD")

For the purposes of these Terms of the Data Controllers:

(a) References in the LGPD Data Controller Annex will be considered references to these VENAFOTO Measurement Data Protection Terms between Data Controllers; and (b) if the Client has signed a contract with an external reseller for the provision of the Measurement Services, without prejudice to the fact that the Annex for Data Controllers of the LGPD includes any contrary provision, the Annex for Data Controllers The LGPD Data Controller will supplement these Data Controller Terms and will not affect any contract between (i) VENAFOTO and the third-party reseller or (ii) the third-party reseller and the Customer.

Data Controller Addendum to US Privacy Laws for VENAFOTO Measurement Data Protection Terms between Data Controllers.

VENAFOTO and the Customer have entered into (the "Terms for Data Controllers"), which complement the Agreement. This Data Controller Addendum to the United States Privacy Laws for the VENAFOTO Measurement Data Protection Terms between Data Controllers (the "Data Controller Addendum to Privacy Laws of the United States) State Privacy") is signed between VENAFOTO and the Client as a complement to the Contract. This Addendum will be effective on the later of January 1, 2023, the date Customer clicks to accept it or the date both parties have agreed to enter into it.

Introduction

VENAFOTO may offer Customer (and Customer activate) certain settings, configurations or other features in the Measurement Services products in connection with restricted data processing, as described in supplemental documentation available at www.venafoto.com and as updated from time to time, hereinafter (the "Restricted Data Processing").

Data Treatment State Privacy Laws stipulate the related data protection provisions in connection with the Data Sharing Option only (where Restricted Data Processing is not enabled) and do not apply to the provision of the Metering Services. Customer is solely responsible for compliance with Applicable State Privacy Laws with respect to the use of VENAFOTO services, including Restricted Data Processing.

This State Privacy Laws Data Controller Addendum reflects the agreement between the parties with respect to the processing of Customer Personal Data and De-

Identified Data (as defined below) in accordance with the Data Sharing Option under the Applicable State Privacy Laws (as defined below). It shall apply solely to the extent that each Applicable State Privacy Law applies.

2. Definitions and Interpretation

2.1. "Applicable State Privacy Laws" means, as applicable: a) the CCPA; b) the Virginia Consumer Data Protection Act, sections 59.1-571 et seq. of the Virginia Code Annotation; c) the Colorado Privacy Act, sections 6-1-1301 et seq. of the Colorado Revised Statutes, together with all relevant regulations; d) the Connecticut Public Act 22015 on Data Privacy and Online Monitoring; and e) the L

2.2. "CCPA" means the California Consumer Privacy Act of 2018 and its addenda, including the addendum introducing the California Privacy Rights Act of 2020 together with all relevant regulations.

2.3. "De-Identified Data" means "de-identified" information (as defined in the CCPA) and "de-identified data" (as defined in other Applicable State Privacy Laws) communicated by one party to the other.

2.4. The terms "business", "consumer", "data controller", "personal data", "personal information", "process", "processing", "sale(s)" and "sell" used in this Schedule for State Privacy Law Data Controllers have the meanings given to them in the Applicable State Privacy Laws.

2.5. Capitalized terms that are not defined in this State Privacy Laws Data Controller Addendum shall have the meanings provided in the Terms for Data Controllers.

3. Applicable State Privacy Law Terms

3.1. De-Identified Data. Each party will comply with the De-Identified Data processing requirements set forth in the Applicable State Privacy Laws with respect to De-Identified Data it receives from the other party pursuant to the Data Sharing Option.

VENAFOTO's Obligations under the CCPA. With respect to.

3.2. VENAFOTO's Obligations Under the CCPA. With respect to the processing of Customer Personal Data without Restricted Data Processing enabled in accordance with the Data Sharing Option, and to the extent the CCPA applies to the processing of Customer Personal Data:

- a) VENAFOTO will process Customer Personal Data in accordance with the Data Sharing Option, as described below in the Agreement and in supporting documentation (for example, Help Center articles), or to the extent permitted by the CCPA; and the parties agree that Customer will make such Customer Personal Data available to VENAFOTO for such purposes.
- b) VENAFOTO will allow audits to verify compliance with its obligations under this Data Controller Addendum to State Privacy Laws as follows:

or i) Customer may conduct an audit to verify VENAFOTO's compliance with its obligations under this Data Controller Addendum to State Privacy Laws. To do this, you must request and review 1) a certificate issued for security verification that reflects the result of a third-party audit (for example, an ISO/IEC 27001 or similar certification, or another security certification from an audit made by a third party agreed upon between Customer and VENAFOTO) within 12 months of the date of Customer's request and 2) any other information that VENAFOTO determines is reasonably necessary to verify compliance.

or ii) VENAFOTO may, in its sole discretion and in response to a request from Customer, initiate an external audit to verify compliance with its obligations under this Data Controller Addendum to State Privacy Laws. In these audits, VENAFOTO will make available to the external auditor all the information necessary to demonstrate compliance. If Customer requests the audit, the Customer may be charged the appropriate fee (based on VENAFOTO's reasonable costs). VENAFOTO will provide Customer with further details of any applicable amounts, and the basis of their calculation, prior to any audit. The Client will be responsible for payment of any fees imposed by the external auditor for such audit.

or iii) Nothing in this Data Controller Addendum to State Privacy Laws will require VENAFOTO to disclose to Customer or its external auditor or allow Customer or its external auditor to access the following information:

- ☐ 1) Data of any other client of an VENAFOTO Entity.
- ☐ 2) Any internal financial or accounting information of an VENAFOTO Entity.
- ☐ 3) Any trade secret of an VENAFOTO Entity.
- ☐ 4) Any information that, in the reasonable opinion of VENAFOTO, may: a) jeopardize the security of the systems or facilities of any VENAFOTO Entity; or b) cause any VENAFOTO Entity to breach its obligations under Applicable State Privacy Laws or its security and/or privacy obligations in relation to Customer or a third party.
- ☐ 5) Any information that Client or its third-party auditor attempts to access for any reason other than good faith compliance with Client's obligations under Applicable State Privacy Laws.

- c) VENAFOTO will notify Customer if it determines that it can no longer comply with its obligations under the CCPA.
- d) If the Customer reasonably believes that VENAFOTO is processing the Customer's Personal Data in an unauthorized manner, he has the right to inform VENAFOTO about this through the methods described www.venafoto.com; and the parties will cooperate in good faith to correct the allegedly infringing processing activities, if necessary.
- e) VENAFOTO will comply with applicable obligations under the CCPA and provide the same level of privacy protection required by the CCPA.

4. Changes to this Annex for Data Controllers of State Privacy Laws

In addition to Section 9 of the Data Controller Terms (Changes to these Data Controller Terms), VENAFOTO may change this Data Controller Addendum to State Privacy Laws without prior notice as long as the change a) is based on applicable law, applicable regulations, a court ruling or a directive issued by a regulatory body or public body; or b) does not have a material adverse effect on Customer under Applicable State Privacy Laws, as reasonably determined by VENAFOTO.

Valid from August 5, 2024.

Mauricio Vena
P h o t o g r a p h e r