

THIS ADDENDUM is made on the same date as the Master Services Agreement

BETWEEN:

- (1) Customer as described in the Master Services Agreement between Customer and LogiSense Corporation (the “**Customer**”); and
 - (2) **LOGISENSE CORPORATION**, a corporation incorporated pursuant to the laws of Ontario, Canada, with its registered address at 278 Pinebush Drive, Unit 101, Cambridge, Ontario, Canada, N1T 1Z6 (the “**LogiSense**”)
- (each a “**Party**” and together the “**Parties**”).

WHEREAS:

- (A) The Customer and LogiSense have entered into a Master Services Agreement (the “**Agreement**”).
- (B) In the course of providing services under the Agreement, LogiSense processes personal data on behalf of the Customer.
- (C) The Parties wish to amend the Agreement with effect from the date of the Agreement (the “**Effective Date**”) by adding the terms set out in this Addendum, which is supplemental to the Agreement.

NOW IT IS AGREED AS FOLLOWS:

1. Supplemental Terms

1.1 With effect from the Effective Date, the following terms shall form part of the Agreement:

1. Data Protection

1.1 For the purposes of this clause:

“**Data Protection Law**” means all applicable data protection law, including the General Data Protection Regulation (Regulation (EU) 2016/679) and any legislation which amends, extends, consolidates, re-enacts or replaces same, including any statutory instruments and regulations that may be made pursuant thereto from time to time.

“**Standard Contractual Clauses**” means the standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council, adopted by decision of the European Commission dated 5 February 2010, as updated, amended, replaced or superseded from time to time.

The terms ‘**controller**’, ‘**personal data**’, ‘**personal data breach**’, ‘**processor**’ and ‘**process**’ shall have the meanings given to them under Data Protection Law.

1.2 LogiSense acknowledges that in performing its obligations under the Agreement LogiSense processes personal data on behalf of the Customer. In such circumstances, LogiSense acknowledges that the Customer is the controller or a processor acting on behalf of the controller and LogiSense is a processor or sub-processor, as each term is defined in Data Protection Law.

- 1.3 LogiSense shall process the categories of personal data set out in the Appendix to this Addendum in the context of performing its obligations under, and for the duration of, the Agreement. The obligations and rights of the Customer shall be as set out in this Addendum.
- 1.4 In respect of the personal data referred to in Clause 1.3:
- (a) LogiSense shall process such personal data only in accordance with the documented instructions of the Customer, including with regard to transfers of personal data to a third country and solely as necessary for the performance of its obligations under the Agreement, unless required to do so by EU or EU Member State law to which LogiSense is subject, in which case LogiSense shall inform the Customer of that legal requirement before processing (unless that law prohibits such information on important grounds of public interest);
 - (b) LogiSense shall ensure that the persons authorised by LogiSense to process such personal data are bound by appropriate confidentiality obligations;
 - (c) LogiSense shall implement such technical and organisational security measures as are required to comply with the data security obligations under Data Protection Law, which may include, as appropriate:
 - (i) the pseudonymisation and encryption of personal data;
 - (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - (iii) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
 - (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
 - (b) LogiSense is authorised to engage sub-processors to undertake processing on its behalf, provided that it provides the Customer with prior notice in writing containing details of the sub-processors that it engages and informs the Customer of any intended changes concerning the addition or replacement of such sub-processors and provides the Customer with a reasonable opportunity to object to such changes;
 - (c) where any sub-processor engaged by LogiSense will be processing such personal data, LogiSense shall ensure that a written contract exists between LogiSense and the sub-processor containing clauses equivalent to those imposed on LogiSense in this clause. In the event that any sub-processor fails to meet its data protection obligations, LogiSense shall remain fully liable to the Customer for the performance of the sub-processor's obligations;
 - (d) LogiSense shall assist the Customer by implementing appropriate technical and organisational measures to allow the Customer to comply with requests from data subjects to exercise their rights under Data Protection Law;
 - (e) LogiSense shall, at the cost and expense of the Customer, assist the Customer in ensuring compliance with applicable obligations in respect of security of

personal data, data protection impact assessments, and prior consultation requirements under Data Protection Law;

- (f) LogiSense shall: (i) at the choice of the Customer, delete or return all such personal data to the Customer when LogiSense ceases to provide services relating to data processing; and (ii) delete all existing copies of such personal data unless EU law or the laws of an EU Member State require storage of the personal data;
- (g) LogiSense shall: (i) make available to the Customer all information reasonably necessary to demonstrate compliance with the obligations laid down in this clause; and (ii) at the cost and expense of the Customer, allow for and assist with audits, including inspections, conducted by the Customer or another party mandated by the Customer, in order to ensure compliance with the obligations laid down in this clause, including its data security obligations under Data Protection Law. The Customer shall take into account adherence by LogiSense to an approved code of conduct or an approved certification mechanism to aid demonstration by LogiSense that it is compliant with the provisions of this clause;
- (h) LogiSense shall inform the Customer immediately if, in its opinion, it receives an instruction from the Customer in connection with clause 1.4(i) which infringes Data Protection Law; and
- (i) LogiSense shall notify the Customer without undue delay after becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, such personal data and shall provide the Customer with such co-operation and assistance as may be reasonably required to comply with any notification or reporting obligations which may apply in respect of, any such personal data breach.

1.5 It is acknowledged and agreed that LogiSense shall process personal data outside the European Economic Area in one or more 'third countries' for the purpose of Chapter V of the GDPR which has not been deemed by the European Commission to ensure an adequate level of protection for personal data. The transfer of personal data from the Customer to LogiSense in these circumstances shall be governed by the Standard Contractual Clauses, which are hereby incorporated into this Addendum. For the purpose of the Standard Contractual Clauses:

- (a) the data exporter's name, address and contact details shall be those of the Customer;
- (b) the data importer's name, address and contact details shall be those of LogiSense;
- (c) the Customer hereby consents to LogiSense sub-contracting any of its processing operations performed on behalf of the Customer, provided that it shall comply with the requirements of this Addendum and the Standard Contractual Clauses in connection therewith;
- (d) for the purpose of Appendix 1 to the Standard Contractual Clauses the personal data (and special categories of personal data, if any) transferred, the categories of data subjects to whom the personal data relate and the processing activities that shall take place in respect of such personal data are as set out or referenced in the Appendix to this Addendum;

- (e) for the purpose of Appendix 2 to the Standard Contractual Clauses, the technical and organisational security measures that shall be implemented by LogiSense shall be the security measures set out or referenced in this Addendum; and
- (f) by executing this Addendum, the parties shall be deemed to have executed the Standard Contractual Clauses.

2. Miscellaneous

- 2.1 Capitalised terms not otherwise defined in this Addendum shall have the meanings set forth in the Agreement.
- 2.2 Save to the extent explicitly amended by this Addendum, the Agreement shall continue in full force and effect. To the extent that there is a conflict or inconsistency between the terms of this Addendum and the Agreement, such conflict or inconsistency shall be resolved by giving precedence to this Addendum.
- 2.3 This Addendum and the Agreement shall together constitute the entire agreement between the Parties with respect to their subject matter, supersede all previous drafts, arrangements, understandings or agreements between the Parties with respect to their subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties. Each of the Parties acknowledges and agrees that in entering into this Addendum it does not rely on and shall have no remedies in respect of, any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Addendum or not) relating to the subject matter of this Addendum, other than as expressly set out in this Addendum.
- 2.4 This Addendum may be executed in any number of counterparts, each of which when executed and delivered by one or more of the Parties to this Addendum is an original, but all the counterparts together constitute the same document provided that this Addendum shall not be effective until each party has executed and delivered at least one counterpart. The Parties agree that this Addendum may be executed electronically. Transmission of an executed counterpart of this Addendum (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall also constitute delivery of an executed counterpart of the Addendum.
- 2.5 This Addendum shall be governed by and construed in accordance with the laws of the governing law of the Agreement.

Appendix 1 – Details of Data Processing

Subject matter, nature and purpose of the processing	<p>Subject matter of processing: personal data, as defined under Data Protection Law.</p> <p>Nature of Processing: the scope, nature and purpose of the processing is the provision of services by LogiSense to Customer as set forth in the Agreement.</p>	
Duration	Duration of the Agreement.	
Categories of data subjects	Customer’s customers; end users of Customer’s customers.	
Types of personal data i.e. any information relating to an identified or identifiable person.	Demographic Data	name
	Contact Details	Personal/ work email address Personal/ work telephone number Work postal address
	Digital Identifiers	meta data
	Special Categories of Data	<p>Not applicable.</p> <p>For additional clarity, Customer agrees that it will not make available the following categories of information to LogiSense: government issued personal identification numbers, consumer financial account information, credit and payment card information, personal health information, or information deemed “sensitive” under applicable Data Protection Law (such as racial or ethnic origin, political opinions, or religious or philosophical beliefs) except with LogiSense’s prior written approval. For the purpose of clarity examples of government issued personal identification numbers are drivers’ license numbers, Social Security Numbers (U.S)/ Social Insurance Number (Canada) or the equivalent in the European Union, passport numbers, etc., but not information that is typically included in billing systems such as taxation numbers, company numbers, address, etc.</p>

Appendix 2 – Security Measures

LogiSense has a thorough suite of information security policies that are based on the SSAE18, PCIDSS information security standards and GDPR, and include policies related to:

- Acceptable Use
- Access Control
- Change Management
- Endpoint Security
- Information Classification
- Human Resource Security
- Logging and Monitoring
- Operations Backup
- Password
- Physical and Environment Security
- Security Incident Management
- Security Risk Management
- Security Vulnerability Management
- Third-Party Risk Management
- Wireless Security

The foundation of these policies is the principle that data is accessed only as required and they are anchored in the key concepts of least-privilege, need-to-know, and segregation of duties. LogiSense reviews these policies annually or as required, including upon the occurrence of a significant change to its business process or environment, or to applicable legislation.

Verification of Security Controls

LogiSense performs internal testing of key security and privacy controls to verify its compliance with established internal frameworks, including third party security penetration testing on an annual basis. The results of this internal testing are then shared with executive management as applicable; any required substantive remediation efforts are then monitored and controls are re-tested, as required, to ensure compliance with established internal frameworks.

On a semi-annual basis, an independent third party audits LogiSense's security and privacy controls to verify that the required technology, processes and procedures are in place, and that such processes and procedures are being followed.

A summary of our SOC 1 Type II report may be requested through your account manager.