

APPENDIX A to the Data Processing Agreement
SERVICE DETAILS – Aware Platform Service

This document is an integral part of the Data Processing Agreement (“DPA”) available [here](#). The capitalized terms hereof shall have the meanings set forth in the terms of service of the Aware Platform Service or the DPA.

SERVICE NAME:

Aware Platform Services

DESCRIPTION OF SERVICE:

As described in the applicable terms of service of the Aware Platform Service(s).

LIST OF PARTIES:

Data exporter(s)

Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the EU

Name: The Customer(s) identified in the Agreement

Address: The Customer address(es) as identified in the Agreement

Contact person’s name, position and contact details: The Customer contact(s) as identified in the Agreement

Activities relevant to the Customer Personal Data transferred under the EU SCCs: Customer has engaged Provider to provide the Services described in the Agreement

Signature and date: See Agreement

Role (Controller/Processor): Controller

Data importer(s)

Identity and contact details of the data importer(s), including any contact person with responsibility for data protection

Name: The Provider(s) identified in the Agreement

Address: The Provider address(es) as identified in the Agreement

Contact person’s name, position and contact details: Available at qualcomm.com/privacy or by emailing privacy@qualcomm.com.

Activities relevant to the Personal Data transferred under the EU SCCs: Provider has engaged been engaged by Customer to provide the Services described in the Agreement

Signature and date: See Agreement

Role (Controller/Processor): Except as otherwise specified in the Agreement and/or hereunder where the data importer shall take the role of Controller, data importer takes the role of Processor.

DESCRIPTION OF PROCESSING:

Categories of Data Subjects whose Personal Data is transferred or otherwise Processed

Data Subjects are end-users of Units that use the Aware Platform Services, as defined in the Agreement.

Categories of Personal Data transferred or otherwise Processed

Personal Data may consist of unique device identifiers, MAC Addresses, IP Addresses, location information, and other related data, when such data is reasonably associated with an identifiable person and is deemed Personal Data by Data Protection Laws.

Sensitive data (as defined by the EU SCCs) transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

No sensitive data as defined by the EU SCCs.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Continuous.

Nature and purpose(s) of the Processing, including the transfer and further Processing

[Module 1 (controller to controller)] Provider Processes Customer Personal Data (i) for business operations incidental to providing the Service, which may include account management, accounting, tax, billing, audit, compliance, and investigation or prevention of fraud, spam, or wrongful or unlawful use or as further provided under applicable law; (ii) for Processing authorized by Customer under the Agreement; and/or (iii) to aggregate, anonymize or de-identify the data such that it cannot be used to identify a Data Subject, and use such data, subject to applicable law, for any lawful reason including but not limited to research and development, and analysis and improvement of Provider's products and services.

[Modules 2 (controller to processor) and 3 (processor to processor)] Provider Processes Customer Personal Data (i) to provide, manage, test, maintain and enhance the Service to Customer as described in the Agreement, (ii) to test, maintain, support, and secure the systems in connection with the provision of the Service, (iii) to prevent, detect, or investigate data security incidents or protect against malicious, deceptive, fraudulent or illegal activity, and (iv) to aggregate, anonymize or de-identify the data such that it cannot be used to identify a Data Subject.

The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period

As determined by the Agreement.

For transfers to Sub-Processors, also specify subject matter, nature and duration of the Processing

For subject matter and nature, see Sub-processors below. Duration is as determined by the Agreement.

BUSINESS PURPOSES FOR PROCESSING CALIFORNIA PERSONAL INFORMATION, IF APPLICABLE:

Business purposes include:

- Helping to ensure security and integrity, to the extent the use of the California resident's personal information is reasonably necessary and proportionate for these purposes.
- Debugging to identify and repair errors that impair existing intended functionality of the Services.
- Performing the Services on behalf of the Customer, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing analytic services, providing storage, or providing similar services on behalf of the Customer.
- Undertaking internal research for technological development and demonstration.
- Undertaking activities to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by the Customer, and to improve, upgrade, or enhance the service or device that is owned, manufactured, manufactured for, or controlled by the Customer.

INFORMATION FOR BRAZIL STANDARD CONTRACTUAL CLAUSES, IF APPLICABLE:

If applicable, Customer shall provide the following information to Provider.

Clause 4.1: Where Option B applies because Customer is acting as a processor to process personal data on behalf of a third-party controller, Customer shall submit the following information to the Provider:

Identification information of the Third-Party Controller:

Name:

Qualification:

Main address:

E-mail address:

Contact for the Data Subject:

Related Contract Information:

ADDITIONAL TERMS, IF APPLICABLE:

Customer understands that the Aware Platform Services may use the identity and location information of location beacons (e.g., MAC addresses of Wi-Fi access points, cellular tower IDs, IP addresses, and signal measurements such as strength and timing) and where Customer enables this data collection, the GPS data of Units to improve, develop, and maintain the Reference Database, excluding any data that can be used to identify end users of Units.

Customer, if required by Applicable Laws, shall disclose the data importer to end users of Units that leverage the Aware Platform Services, provide a link to the data importer's privacy policy (available at <https://www.qualcomm.com/site/privacy>, as updated from time to time), and obtain valid consents regarding such data transmission and usage.

SUPERVISORY AUTHORITY:

As referenced in Exhibit 2 of the DPA.

SUB-PROCESSORS:

Customer has provided general written consent to engage Sub-processors. In addition, specific consent has been provided to engage the Sub-Processors in this [list](#), supplemented by the following agreed list.

Name	Purpose of Processing	Entity Location	Contact Information
N/A			

If Provider amends the Sub-processor list, Provider will update the abovementioned Sub-Processor list promptly.

PROVIDER'S AFFILIATES:

In addition to the Sub-processors listed above, Provider may engage the following direct and indirect subsidiaries of Qualcomm Incorporated as Sub-processors to Process Personal Data in accordance with the Agreement. The most recent list is available [here](#).

APPLICABLE TECHNICAL AND ORGANIZATIONAL MEASURES

The detailed list of the technical and organizational measures that Provider employs as part of its information security practices applicable to Provider-managed information technology system is listed [here](#).