

APPENDIX A to the Data Processing Agreement  
SERVICE DETAILS – Edge Impulse

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 DPA.

**SERVICE NAME:**

Edge Impulse

**DESCRIPTION OF SERVICE:**

As described in the applicable terms of service of Edge Impulse.

**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 (or Processor if acting as an Authorized Provider)

**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](https://qualcomm.com/privacy) or by emailing [privacy@qualcomm.com](mailto: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):** Processor (or Sub-Processor if the data exporter acts as an Authorized Provider)

**DESCRIPTION OF PROCESSING:**

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

As determined by the data exporter. Data subjects may include data exporter employees, customers, and contractors/vendors, and third-party data subjects whose personal data was obtained by data exporter from third parties.

***Categories of Personal Data transferred or otherwise Processed***

As determined by the data exporter. Personal data may include photos, videos, audio representations of data subjects; images of data subjects; and indirect identifiers.

*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.*

N/A.

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

As determined by the data exporter, which can upload personal data to the Service on a one-off or regular basis, depending on the data exporter's requirements for use of the Service.

*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:**

N/A

#### **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 as listed in this [list](#), supplemented by the following agreed list.

Name	Purpose of Processing	Category of Customer Data Processed	Entity Locataion	Contact Information
Google, Inc	Site analytics (web) and customer interactions (email)	Email, user name, company name of the customer	USA	<a href="https://www.google.com/">https://www.google.com/</a>
Hubspot, Inc	Customer support, Customer Interactions & CRM	Email, user name, company name of the customer & pricing	USA	<a href="https://www.hubspot.com/">https://www.hubspot.com/</a>
Slack	Customer Support & Communication	Company Information - Email & Name	USA	<a href="https://slack.com/">https://slack.com/</a>
Amplitude	Product Analytics	User-id, email, user name, customer's company name, user country, city, and job title	USA	<a href="https://amplitude.com/">https://amplitude.com/</a>
Calendly	Scheduling Platform	Full Name & Email	USA	<a href="https://calendly.com">https://calendly.com</a>
Gong	Business intelligence	Contact information of the customer: screen and voice recording (Optional)	USA	<a href="https://gong.io/">https://gong.io/</a>

If Provider amends the Sub-processor list, Provider will notify Customer by email to the email address Provider has on file.

#### **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**

Provider maintains a security program that includes policies, procedures and controls that govern the handling of data through its managed information technology systems (the “Program”) with the intent to provide commercially reasonable and appropriate protection of Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. The Program may include the following types of security-related measures, as appropriate:

1. Physical site operations security such as measures designed to prevent unauthorized persons from gaining access to restricted areas;
2. Identity and Access Management measures to assist in configuration of appropriate access to data;
3. Integrity, Availability and Resilience of Processing System measures such as communications and operations security processes and controls, software development practices, third-party management (as relevant), vulnerability management in line with company policy and business continuity and/or system resilience and redundancy plans; and
4. Incident response management.

The Program is subject to progress and further development. Provider reserves the right to modify these technical and organizational measures, provided that modifications do not substantially degrade the security of in scope operations and information systems.