

DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**Addendum**”) forms part of the agreement between PropulsionTech, LLC, a Delaware limited liability company, or one of its wholly-owned subsidiaries (the “**Company**”), and the vendor or partner providing services to the Company (“**Vendor**”). Vendor accepts this Addendum by executing an agreement that references this Addendum (the “**Agreement**”). Vendor and Company are each referred to as a “**Party**” and collectively as the “**Parties**”.

Except as modified below, the terms of the Agreement shall remain in full force and effect. Notwithstanding anything to the contrary in the Agreement, if there is a conflict between this Addendum and the Agreement, this Addendum will control.

1. Definitions. The terms used in this Addendum have the meanings set forth in this Addendum or as defined by Applicable Privacy Law, whichever is broader. Capitalized terms not otherwise defined herein or defined by Applicable Privacy Law shall have the meaning given to them in the Agreement. The following terms have the meanings set forth below:

- A. “*Affiliate*”** means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with either Company or Vendor, respectively.
- B. “*Applicable Privacy Law*”** shall mean applicable data privacy, data protection, and cybersecurity laws, rules and regulations, including, but not limited to (a) the CCPA, (b) any other applicable law with respect to any Personal Information, and (c) any other data protection law and any guidance or statutory codes of practice issued by any relevant Privacy Authority, in each case, as amended from time to time and any successor legislation to the same.
- C. “*CCPA*”** means California Consumer Privacy Act, as amended, and any rules or regulations promulgated thereunder or in relation thereto. For clarity, references to CCPA include the California Privacy Rights Act (“**CPRA**”) of 2020 (Proposition 24), which amends the CCPA, and all rules or regulations promulgated thereunder or in relation thereto.
- D. “*Claim*”** means any third-party action, claim, assertion, demand or proceeding.
- E. “*Data Subject*”** means an identified or identifiable natural person.
- F. “*Losses*”** means any (a) Claim, and (b) loss, damage, cost, charge, fine, fees, levies, award or expense.
- G. “*Personal Information*”** means (i) personal data, personal information, personally identifiable information, or similar term as defined by Applicable Privacy Law or (ii) if not defined by Applicable Privacy Law, any information that relates to a Data Subject; in each case, to the extent Processed by Vendor, on behalf of Company, in connection with Vendor’s performance of the Services.
- H. “*Privacy Authority*”** shall mean any competent supervisory authority, attorney general, or other regulator with responsibility for privacy or data protection matters.
- I. “*Process*”, “*Processing*” or “*Processed*”** shall mean any operation or set of operations, as defined in the Applicable Privacy Law, performed upon Personal Information whether or not by automatic means, including collecting, recording, organizing, storing, adapting or altering, retrieving, consulting, using, disclosing, making available, aligning, combining, blocking, erasing and destroying Personal Information.
- J. “*Security Breach*”** shall mean an actual or reasonably suspected accidental, unauthorized, or unlawful destruction, loss, alteration, or disclosure of, or access to, Personal Information.

- K.** “*Services*” shall mean the services as described in the Agreement or any related order form or statement of work.
- L.** “*Subprocessor*” shall mean any subcontractor (including any third party and/or Vendor Affiliate) engaged by Vendor to Process Personal Information on behalf of Vendor.

2. Processing Requirements.

- A.** Vendor acknowledges and agrees that, for purposes of this Addendum, and as between Company and Vendor, Company is the sole owner of all Personal Information and only Company shall have the right to direct Vendor in connection with Vendor’s Processing of the Personal Information.
- B.** Vendor shall comply with Applicable Privacy Law in the Processing of Personal Information and only Process Personal Information for the purposes of providing the Services and in accordance with Vendor’s instructions, and as may subsequently be agreed between the Parties in writing. Vendor shall promptly inform Company if (a) in Vendor’s opinion, an instruction from Company violates Applicable Privacy Law; or (b) Vendor is required by applicable law to otherwise Process Personal Information, unless Vendor is prohibited by that law from notifying Company under applicable law.
- C.** Vendor shall implement and maintain reasonable and appropriate technical measures that will ensure that Company’s reasonable and lawful instructions can be complied with, including the following:
 - a. updating, amending, correcting, or providing access to the Personal Information of any Data Subject upon written request of Company from time to time;
 - b. cancelling, deleting, or blocking access to any Personal Information upon receipt of written instructions from Company;
 - c. otherwise facilitating Company’s responses to Data Subject requests as required under Applicable Privacy Law; and
 - d. Vendor shall promptly re-direct any request from a Data Subject to exercise any of its Data Subject rights to Company and shall not respond directly to the Data Subject unless instructed so by Company in writing.
- D.** Vendor shall not (a) Process, apply, or use, the Personal Information for any purpose other than as required and necessary to provide the Services; and (b) create or maintain data derived from the Personal Information, except for the purposes of providing the Services.
- E.** Vendor shall provide to Company such co-operation, assistance and information as Company may reasonably request to enable it to comply with its obligations under Applicable Privacy Law and co-operate and comply with the directions or decisions of a relevant Privacy Authority, in each case (a) solely to the extent applicable to Vendor’s provision of the Services, and (b) within such reasonable time as would enable Company to meet any time limit imposed by the Privacy Authority.
- F.** The Parties acknowledge and agree that Vendor shall not be entitled to reimbursement of any costs which Vendor may incur as a result of or in connection with complying with Company’s instructions for the purposes of providing the Services and/or with any of its obligations under this Addendum or any Applicable Privacy Law; provided, however, that Company shall reimburse Vendor for its reasonable costs associated with Vendor’s compliance with the directions or decisions of any Privacy Authority to the extent such obligations arise as a result of Company’s failure to comply with Applicable Privacy Law.
- G.** Vendor acknowledges and agrees that it is a “service provider” as defined under CCPA and shall not:
 - (a) “sell” or “share” Personal Information, as those terms are defined in CCPA; or (b) retain, use, or

disclose any Personal Information for any purpose other than for the specific purpose of providing the Services, including retaining, using, or disclosing Personal Information for a commercial purpose (as defined in CCPA) other than providing the Services; (c) retain, use, or disclose Personal Information outside of the direct business relationship between Company and Vendor; or (d) combine Personal Information received from or on behalf of Company with Personal Information that Vendor receives from or on behalf of another person or persons, or collects from its own interaction with a consumer, except as expressly permitted under Cal. Civ. Code § 1798.140(ag)(1)(A)-(D).

- 3. Security of Personal Information.** Vendor shall maintain, during the term of the Agreement, appropriate technical and organizational security measures to protect the Personal Information against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorized disclosure or access. Vendor shall ensure the reliability of any employees and Subprocessor personnel who access the Personal Information and ensure that such personnel have undergone appropriate training in the care, protection, and handling of Personal Information.
- 4. Subprocessors.** Vendor shall not, without Company's prior written consent, sub-contract or outsource any Processing of Personal Information to any Subprocessors; provided that Company shall not unreasonably withhold or delay consent to Vendor's appointment of any Subprocessors. Vendor shall remain liable for any Processing of Personal Information by each such Subprocessors as if it had undertaken such Processing itself. Vendor will contractually impose data protection obligations on its Subprocessors that are no less onerous than those imposed on Vendor under this Addendum, but which comply with all CCPA service provider requirements.

5. Breach Notification.

- A. Notification to Company.** Unless otherwise prohibited by applicable law, Vendor shall notify Company without undue delay, and in any event within 24 hours after Vendor becomes aware of a Security Breach. Such notification shall include, to the extent such information is available (a) a detailed description of the Security Breach, (b) the type of data that was the subject of the Security Breach and (c) the identity of each affected person (or, where not possible, the approximate number of Data Subjects and of Personal Information records concerned). In addition, Vendor shall communicate to Company (i) the name and contact details of a point of contact where more information can be obtained, (ii) a description of the likely consequences of the Security Breach, (iii) a description of the measures taken or proposed to be taken by Vendor to address the Security Breach, including, where appropriate, measures to mitigate its possible adverse effects.
- B. Investigation.** Vendor shall take prompt action to investigate the Security Breach and shall use industry standard, commercially reasonable efforts to mitigate the effects of any such Security Breach in accordance with its obligations hereunder and, subject to Company's prior written agreement, to carry out, at Vendor's sole cost, any recovery or other action reasonably necessary to remedy the Security Breach. Unless required to do so under Applicable Privacy Law, Vendor shall not release or publish any filing, communication, notice, press release, or report concerning any Security Breach without Company's prior written approval. Vendor shall provide written notice to Company of all corrective actions undertaken by Vendor following a Security Breach.
- 6. Audit Rights.** Vendor shall permit Company and/or its authorized agents, at Company's cost, to audit its written records to the extent reasonably required in order to confirm that Vendor is complying with its obligations under this Addendum, provided always that any such audit does not involve the review of any third-party data and that the records and information accessed in connection with such audit are treated as Vendor's confidential and proprietary information. Company shall bear its own costs in relation to such audit, unless the audit reveals any material non-compliance with Vendor's obligations under this Addendum, in which case the costs of the audit shall be borne by Vendor. In addition, Vendor shall provide reasonable cooperation to Company in the event of any audit or inspection of its facilities, written records or information required by any Privacy Authority.
- 7. Deletion of Personal Information.** Vendor shall, promptly following receipt of written notice from the Company, (a) return a complete copy of all Personal Information to Company by secure file transfer in such format as is reasonably notified by Company to Vendor; and (b) delete and procure the deletion of all other copies

of Personal Information Processed by Vendor, unless retention is required by applicable law, in which case Vendor shall (1) notify Company of such requirement and (2) limit further Processing to that required by law.

8. Third Party Disclosure Requests.

- A.** Unless prohibited by applicable law, Vendor shall promptly notify Company of any inquiry, communication, request or complaint, to the extent relating to Vendor's Processing of Personal Information on behalf of Company, from: (a) any governmental, regulatory or supervisory authority, including Privacy Authorities or the U.S. Federal Trade Commission; and/or (b) any Data Subject. Vendor shall, taking into account the nature of the Processing, provide reasonable assistance to enable Company to respond to such inquiries, communications, requests or complaints and to meet applicable statutory or regulatory deadlines. Vendor shall not disclose Personal Information to any of the persons or entities in (a) or (b) above unless it is legally required to do so and has otherwise complied with the obligations in this Section 8.
- B.** In the event that Vendor is required by law, court order, warrant, or other legal judicial process ("Legal Request") to disclose any Personal Information to any person or entity other than Company, including any national security authority or other government body, Vendor shall attempt to redirect the government request to Company. If Vendor is unable to redirect the request, Vendor shall, unless prohibited by applicable law, notify Company promptly and shall provide all reasonable assistance to Company to enable Company to respond or object to, or challenge, any such Legal Requests and to meet applicable statutory or regulatory deadlines. If Vendor is prohibited by applicable law from providing notice to Company of a Legal Request, Vendor shall use commercially reasonable efforts to object to, or challenge, any such Legal Request to avoid or minimize the disclosure of Personal Information. Vendor shall not disclose Personal Information pursuant to a Legal Request unless it is required to do so by applicable law and has otherwise complied with the obligations in this Section 8(B).

9. Amendments. The Parties acknowledge and agree that, to the extent the Services contemplate the processing of Personal Information that is subject to Applicable Privacy Laws that require additional terms in this Addendum, the Parties shall enter into an amendment to this Addendum that addresses such additional terms.

10. Indemnity. Vendor shall indemnify Company (and each of its respective officers, employees and agents) against all Losses arising out of or in connection with any breach by Vendor (and/or by any Subprocessors) of the provisions of this Addendum. The Parties acknowledge and agree that Losses related to or arising from (a) a breach by Vendor of its obligations under this Addendum; or (b) a Security Breach shall be considered direct damages. To the extent that a Security Breach gives rise to a need to provide any of the following: (1) notification to government authorities, individuals, or other persons; or (2) undertake other remedial measures (including, without limitation, notice, credit monitoring, or call center services (collectively, "**Remedial Action**")), Vendor shall, at Vendor's cost, undertake such Remedial Action at Company's request. The timing, content, and manner of effectuating any notices shall be determined by Company.

11. Limitation of Liability. Any claims brought under, or in connection with, this Addendum, shall not be subject to the exclusions and limitations of liability set forth in the Agreement.

12. Survival. Sections 5, 6, 7, 10, and 11 above will survive termination or expiration of the Agreement.