

DATA PROTECTION ADDENDUM

This Data Protection Addendum (“**Addendum**”) is entered into by and between the customer contracting for our services (together with its related, subsidiary, or affiliated entities, “**Customer**”) and Profire Energy (together with its related, subsidiary, or affiliated entities, “**Profire**”). Customer and Profire shall be referred together as the “**Parties**” and each, a “**Party**.” This Addendum forms part of one or more written agreements, including the Profire Data Services and Subscription Agreement (“**Agreement**”).

Except as modified below, the terms of the Agreement shall remain in full force and effect to the extent they are not inconsistent with this Addendum. The terms of the Addendum shall otherwise supersede any such inconsistent terms under the Agreement. In consideration of the mutual obligations set out herein, the Parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Agreement.

- 1. Definitions.** In this Addendum, the following terms shall have the meanings set out below and similar terms shall be construed accordingly: (A) “**Applicable Data Protection Laws**” means all applicable data privacy and security laws, legislation, regulations and regulatory guidance, each as updated or replaced from time to time. (B) “**Personal Information**” means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with an individual (“**Data Subject**”) or as other like terms are defined under Applicable Data Protection Laws, such as personal data and personally identifiable information. For the avoidance of doubt, Personal Information does not include de-identified, aggregate, and/or anonymized data. (C) “**Data Breach**” means a breach of security safeguards leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Information transmitted, stored or otherwise processed, and also includes like terms as defined under Applicable Data Protection Laws. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement or in Applicable Data Protection Laws.
- 2. Instructions and Details of Processing.** With regard to the processing of Customer’s Personal Information that Profire receives from Customer, Customer shall be the business, controller, and/or organization and Profire shall be the service provider, contractor, and/or processor of the Personal Information acting on behalf of the Customer, as those terms and like terms are defined under Applicable Data Protection Laws. Profire shall process Customer’s Personal Information only at Customer’s instruction and for the limited and specified purposes set forth in the Agreement and in this Addendum, which include: helping to ensure security and integrity; debugging to identify and repair errors that impair existing intended functionality; performing services on behalf of the Customer;

undertaking internal research; and verifying or maintaining the quality or safety of a service or device (“**Services**”). The type of Data Subjects whose Personal Information is processed under the Agreement are personnel of Customer, and the duration of the processing is until the conclusion of the Agreement.

- 3. Compliance with Applicable Data Protection Laws.** Customer and Profire shall comply with all Applicable Data Protection Laws under the Agreement and this Addendum. Customer is responsible for ensuring (i) the accuracy of Personal Information provided to Profire, and (ii) that a record of consent is obtained from the Data Subject, to the extent required, and in the form required, by Applicable Data Protection Laws to authorize Profire’s processing of such Data Subjects’ Personal Information in accordance with the Agreement. Customer and Profire shall promptly notify each other if they make a determination that they can no longer meet their obligations under Applicable Data Protection Laws and/or this Addendum. Customer may take reasonable and appropriate steps to ensure Profire uses Customer’s Personal Information in a manner consistent with Customer’s obligations under Applicable Data Protection Laws. Customer may take reasonable and appropriate steps to stop and remediate Profire’s unauthorized use of Customer’s Personal Information.
- 4. Duty of Confidentiality.** Profire shall ensure that persons authorized to process Customer’s Personal Information are subject to an appropriate duty of confidentiality.
- 5. Security of Processing and Notification of Data Breach.** Profire shall use, implement, and maintain reasonable safeguards to protect Customer’s Personal Information. Profire shall, without undue delay, notify Customer of material Data Breaches involving Customer’s Personal Information. Profire shall also help and assist Customer to meet its obligations under Applicable Data Protection Laws in relation to the Data Breach.
- 6. Monitoring Compliance.** Profire shall make available to Customer information necessary to demonstrate compliance with the Addendum and Applicable Data Protection Laws. Profire shall permit Customer to monitor Profire’s compliance with the Addendum and Applicable Data Protection Laws through measures, including, but not limited to, ongoing manual reviews, audits, or other testing no more than once every 12 months. Profire shall allow for, with notice, such reasonable audits, assessments, and inspections by Customer or another auditor designated and mandated by Customer.
- 7. Profire Assistance to Customer.** Profire shall provide assistance requested by Customer to enable Customer to comply with its obligations under Applicable Data Protection Laws, if required by Applicable Data Protection Laws to

do so, including in relation to Data Subject requests, data protection impact assessments, and responding to any regulator or state attorney general or public authority's request, investigation, or legal action. Customer shall inform Profire of any Data Subject requests made pursuant to Applicable Data Protection Laws that Profire must comply with, and provide the information necessary for Profire to comply with the Data Subject requests, where required by Applicable Data Protection Laws.

- 8. Use of Subcontractors.** Profire shall ensure that each of its subcontractors are bound by contractual obligations with respect to Customer's Personal Information that are the same as, or no less than, those contained in this Addendum.
- 9. Restrictions on Processing of Personal Information.** Profire is subject to all restrictions on processing of Personal Information as applicable to processors, service providers, and contractors under Applicable Data Protection Laws. Profire is prohibited from "selling" or "sharing" Personal Information (as such terms are defined by Applicable Data Protection Laws). Profire is prohibited from retaining, using, or disclosing Personal Information for any purpose other than for the Services or as otherwise permitted or required by applicable law. Profire is prohibited from retaining, using, or disclosing Personal Information for a commercial purpose other than the Services or as otherwise permitted or required by applicable law. Profire is prohibited from retaining, using, or disclosing Personal Information outside of the direct business relationship between Profire and Customer, unless otherwise permitted or required by applicable law. Profire is prohibited from combining the Personal Information that Profire receives from, or on behalf of, Customer with Personal Information that it receives from, or on behalf of, another person or persons, or collects from its own interaction with the Data Subject.
- 10. Return or Delete Personal Information.** Profire shall delete or return all Personal Information to Customer after the end of the provision of Services relating to processing under the Agreement, and delete existing copies in accordance with Profire's data retention schedules, unless retention of the Personal Information is required by applicable law. If Profire is unable to delete or return Customer's Personal Information, Profire shall inform Customer of that obligation and comply with the requirements of all Applicable Data Protection Laws until the Personal Information is securely deleted or returned to Customer. Notwithstanding the foregoing, Profire may retain de-identified, aggregate, and/or anonymized data.