

## Solink Data Processing Addendum

This Data Processing Addendum ("**DPA**") is incorporated into and forms part of the agreement between the Customer and Solink Corp ("**Solink**") under which Solink provides the Services (the "**Agreement**"). All capitalized terms not defined in this DPA shall have the meaning set forth in the Agreement. For the purpose of this DPA only, and except where the context otherwise requires, the term "Customer" will include Customer and its Authorized Affiliates.

### 1. Definitions

In this DPA, the following terms shall have the following meanings:

"**Applicable Data Protection Laws**" means all worldwide data protection and privacy laws and regulations applicable to the personal data in question, including, where applicable, EU/UK Data Protection Law and/or US Data Protection Laws.

"**Controller**", "**processor**", "**data subject**", "**personal data**" and "**processing**" (and "**process**") shall have the meanings given in EU/UK Data Protection Law. If and to the extent that Applicable Data Protection Laws do not define such terms, then the definitions given in the GDPR will apply.

"**CCPA**" means the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 ("**CPRA**") and including any further amendments and its implementing regulations that become effective on or after the effective date of this DPA.

"**EU/UK Data Protection Law**" means: (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (the "**EU GDPR**"); (ii) the EU GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 (the "**UK GDPR**"); (iii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iv) any and all applicable national data protection laws made under, pursuant to or that apply in conjunction with any of (i), (ii) or (iii); in each case as may be amended or superseded from time to time.

"**Personal Data**" means information, which is protected as "personal data", "personally identifiable information" or "personal information" under any Applicable Data Protection Laws. For the avoidance of doubt, with respect to US Data Protection Laws, "Personal Data" does not include de-identified data, or publicly available information as such terms are defined in Applicable Data Protection Laws.

"**Processor Data**" means any Personal Data that is processed by Solink on behalf of Customer in the course of providing the Services, as more particularly described in **Annex I** of this DPA.

"**Restricted Transfer**" means: (i) where the EU GDPR applies, a transfer of personal data from the European Economic Area to a country outside of the European Economic Area which is not subject to an adequacy determination by the European Commission; and (ii) where the UK GDPR applies, a transfer of personal data from the United Kingdom to any other country which is not based on adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018.

"**Standard Contractual Clauses**" or ("**SCCs**") means: (i) where the EU GDPR applies, the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third

countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("**EU SCCs**"); and (ii) where the UK GDPR applies, the "International Data Transfer Addendum to the EU Commission Standard Contractual Clauses" issued by the Information Commissioner under s.119A(1) of the Data Protection Act 2018 ("**UK Addendum**").

"**Subprocessor**" means any third party processor (including any Solink Affiliates) engaged by Solink to process any Processor Data (but shall not include Solink employees, contractors or consultants).

"**US Data Protection Laws**" means the CCPA, the Colorado Privacy Act ("**CPA**"), the Connecticut Data Privacy Act ("**CTDPA**"), the Utah Consumer Privacy Act ("**UCPA**"), and the Virginia Consumer Data Protection Act ("**VCDPA**").

## 2. **Scope and Applicability of this DPA**

This DPA applies where and only to the extent that Solink processes Personal Data in connection with the provision of Services and such processing is protected by Applicable Data Protection Laws.

## 3. **Role and Scope of Processing**

3.1 **Roles of the Parties.** The parties acknowledge and agree that for the purposes of this DPA Customer is the controller with respect to the processing of Processor Data, and Solink shall process Processor Data only as a processor on behalf of Customer, as further described in **Annex I** of this DPA. Each party shall comply with the obligations that apply to it under Applicable Data Protection Laws.

3.2 **Processing Instructions and Purpose Limitation.** Solink shall process Processor Data for the purposes described in **Annex I** of this DPA as necessary to perform its obligations under the Agreement and strictly in accordance with the documented instructions of Customer (the "**Permitted Purpose**"), except where otherwise required by law(s) that are not incompatible with Applicable Data Protection Laws. Solink shall promptly inform Customer if it becomes aware that such processing instructions infringe Applicable Data Protection Laws (but without obligation to actively monitor Customer's compliance with Applicable Data Protection Laws).

3.3 **Customer Responsibilities.** Customer shall have sole responsibility for the accuracy, quality, and legality of Processor Data and the means by which Customer acquired Processor Data. Customer represents and warrants that: (i) it has provided, and will continue to provide all notices and has obtained, and will continue to obtain, all consents, permissions and rights necessary under Applicable Data Protection Laws, for Solink to lawfully process Processor Data for the purposes contemplated by this DPA; (ii) it has complied with all Applicable Data Protection Laws in the collection and provision to Solink and its Sub-processors of such Processor Data; and (iii) it shall ensure its processing instructions comply with Applicable Data Protection Laws and that the processing of Processor Data by Solink in accordance with Customer's instructions will not cause Solink to be in breach of Applicable Data Protection Laws.

3.4 **Prohibited Data.** Customer shall not disclose (and shall not permit any data subject to disclose) any special categories of Processor Data to Solink for processing except where and to the extent expressly disclosed in **Annex I** of this DPA.

3.5 **Location of Processing.** Processor Data that Solink processes under the Agreement may be processed in any country in which Solink, its Affiliates, partners and authorized Sub-

processors maintain facilities to perform the Services. Solink shall not process or transfer (directly or via onward transfer) Processor Data (nor permit such data to be processed or transferred) outside of its country of origin unless it first takes such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Laws.

- 3.6 **Confidentiality of Processing.** Solink shall ensure that any person that it authorises to process the Processor Data (including Solink's staff, agents and subprocessors) (an "Authorised Person") shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty), and shall not permit any person to process the Processor Data who is not under such a duty of confidentiality. Solink shall ensure that all Authorised Persons process the Processor Data only as necessary for the Permitted Purpose.

#### 4. **Subprocessing**

- 4.1 **Authorized Subprocessors.** Customer agrees that Solink may engage Subprocessors to process Processor Data on Customer's behalf. A list of approved subprocessors as at the date of this DPA is available online as referenced in **Annex III**, and Solink shall maintain and update this list when it adds or removes subprocessors at the following URL: <https://solink.com/legal-sub-processors>. Solink shall provide an RSS feed to notify Customer if it adds or replaces any Subprocessor.

- 4.2 **Subprocessor Obligations.** Solink shall: (i) enter into a written agreement with each Subprocessor containing data protection terms that provide at least the same level of protection for Processor Data as those contained in this DPA, to the extent applicable to the nature of the services provided by such Subprocessor; and (ii) remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Subprocessor that cause Solink to breach any of its obligations under this DPA.

- 4.3 **Objection to Subprocessors.** Customer may object in writing to Solink's appointment of a new Subprocessor on reasonable grounds relating to data protection by notifying Solink promptly in writing within ten (10) calendar days of receipt of Solink's notice. In such case, the parties shall discuss Customer's concerns in good faith with a view to achieving a commercially reasonable resolution. If the parties cannot reach such resolution, Solink shall, at its sole discretion either not appoint the Subprocessor, or permit Customer to suspend or terminate this DPA without liability to either party (but without prejudice to any fees incurred by Customer prior to suspension or termination). If such objection right is not exercised by Customer in the terms defined above, silence shall be deemed to constitute an approval of such engagement.

#### 5. **Transfers of European Processor Data**

- 5.1 **Scope and Role of the Parties.** This Clause 5 shall only apply with respect to Personal Data subject to European Data Protection Laws.

- 5.2 **Restricted Transfers to Solink.** The parties acknowledge that Solink is located in Canada and Canada has been recognized as providing an adequate level of data protection by the European Commission (such adequacy decision is available at: <https://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32002D0002>). However, the parties agree that where and to the extent the transfer of Processor Data from Customer (as "data exporter") to Solink (as "data importer") is deemed a Restricted Transfer and European Data Protection Laws require that appropriate safeguards are put in place, such transfer shall be subject to the appropriate Standard Contractual Clauses ("SCCs") as follows:

- (a) in relation to Personal Data that is protected by the EU GDPR, the EU SCCs will apply completed as follows:
  - (i) Module Two will apply;
  - (ii) in EU SCC Clause 7, the optional docking clause will apply;
  - (iii) in EU SCC Clause 9, Option 2 will apply, and the time period for prior notice of subprocessor changes shall be as set out in Clause 4 of this Agreement;
  - (iv) in EU SCC Clause 11, the optional language will not apply;
  - (v) in EU SCC Clause 17, Option 1 will apply, and the EU SCCs will be governed by Irish law;
  - (vi) in EU SCC Clause 18(b), disputes shall be resolved before the courts of the Republic of Ireland;
  - (vii) Annex I of the EU SCCs shall be deemed completed with the information set out in Annex I to this Agreement;
  - (viii) Annex II of the EU SCCs shall be deemed completed with the information set out in Annex II to this Agreement;
- (b) in relation to Personal Data that is protected by the UK GDPR, the UK Addendum will apply completed as follows:
  - (i) The EU SCCs, completed as set out above in clause 5.2(a) of this DPA shall also apply to transfers of such Personal Data, subject to sub-clause (ii) below; and
  - (ii) Tables 1 to 3 of the UK Addendum shall be deemed completed with relevant information from the EU SCCs, completed as set out above, and the options "neither party" shall be deemed checked in Table 4. The start date of the UK Addendum (as set out in Table 1) shall be the date of this DPA.

5.3 **Standard Contractual Clauses prevail.** In the event that any provision of this DPA contradicts, directly or indirectly, the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

5.4 **Onward Transfers.** Solink shall not participate in (nor permit any subprocessor to participate in) any other Restricted Transfers of Processor Data (whether as an exporter or an importer of the Data) unless the Restricted Transfer is made in full compliance with Applicable Data Protection Laws and pursuant to Standard Contractual Clauses implemented between the relevant exporter and importer of the Processor Data.

## 6. **Additional Provisions for California Processor Data**

6.1 **Scope and Role of Parties.** This Clause 6 shall only apply with respect to Processor Data subject to the CCPA. When processing Processor Data subject to the CCPA under this DPA, the parties acknowledge and agree that Customer is a Business and Solink is a Service Provider for the purposes of the CCPA. For the purpose of this Clause, "Business", "Business Purpose", "Commercial Purpose", "Consumer," "Personal Information", "Process," "Sell", "Service Provider", and "Share" have the meanings given to them in the CCPA.

6.2 **Responsibilities.** The parties agree that all Processor Data that is subject to the CCPA is disclosed to Solink by Customer for one or more Business Purpose(s) and its use or sharing by Customer with Solink is necessary to perform such Business Purpose(s). Solink will: (i) Process all Processor Data that is subject to the CCPA as directly related to the relationship with the Customer; (ii) assist Customer in responding to any request from a Consumer to exercise rights under the CCPA; and (iii) not further Collect, Sell, Share or use such Processor Data that is subject to the CCPA except as necessary to perform the Business Purpose(s) or as otherwise permitted by the CCPA.

## 7. Security

7.1 **Security Measures.** Solink shall implement appropriate technical and organisational measures to protect the Personal Data from accidental or unlawful destruction, loss, alteration, or unauthorised disclosure or access (a "**Security Incident**"). Such measures shall have regard to the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. At a minimum, such measures shall include the measures identified in **Annex II**. Customer acknowledges that such measures are subject to technical progress and development and that Solink may update or modify such measures from time to time, provided that such updates and modifications do not degrade or diminish overall security of the Services under the Agreement.

7.2 **Security Incident Response.** Upon becoming aware of a Security Incident, Solink shall inform Customer without undue delay and provide all such timely information and cooperation as Customer may require in order for Customer to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) Applicable Data Protection Laws. Solink shall further take all such measures and actions as are reasonable and necessary to investigate, contain, and remediate or mitigate the effects of the Security Incident, to the extent that the remediation is within Solink's control, and shall keep Customer informed of all material developments in connection with the Security Incident.

## 8. Cooperation and Data Subject Rights

Solink shall provide all reasonable and timely assistance (which may include by appropriate technical and organisational measures) to Customer to enable Customer to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Laws; and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Personal Data. In the event that any such request, correspondence, enquiry or complaint is made directly to Solink, Solink shall promptly inform Customer providing full details of the same.

## 9. Data Protection Impact Assessment

Solink shall provide Customer with all such reasonable and timely assistance as Customer may require in order to enable it to conduct a data protection impact assessment in accordance with Applicable Data Protection Laws including, if necessary, to assist Customer to consult with its relevant data protection authority.

## 10. Deletion or Return of Data

10.1 Upon termination or expiry of the Agreement, Solink shall (at Customer's election) destroy or return to Customer all Processor Data (including all copies of the Processor Data) in its possession or control (including any Processor Data subcontracted to a third party for

processing), subject to Clause 10.2. This requirement shall not apply to the extent that Solink is required by any applicable EU (or any EU Member State) or UK law to retain some or all of the Processor Data, in which case Solink shall isolate and protect the Processor Data from any further processing except to the extent required by such law until deletion is possible.

- 10.2 Should Customer elect, pursuant to Clause 10.1, for the return of Processor Data on termination or expiry of the Agreement, Customer accepts and agrees that it shall bear all costs required for Solink to return such Processor Data given the expansive datasets generated in delivery of the Services.

## **11. Audit**

- 11.1 Customer acknowledges that Solink is regularly audited against ISO 27001 and SOC2 standards by independent third party auditors and/or internal auditors. Upon Customer's written request, and subject to obligations of confidentiality, Solink will make available to Customer a summary of its most recent audit report, so that Customer can verify Solink's compliance with this DPA.

- 11.2 Solink shall permit Customer, or its appointed third party auditors, to conduct an independent audit of Solink's compliance with this DPA only in circumstances where: (i) it is required on instruction of a competent data protection authority; or (ii) if Customer believes an audit is necessary in the event that Solink sustains a confirmed Security Incident. Any such audit pursuant to Clause 11.2 shall be conducted at Customer's expense. Solink acknowledges that Customer or its third party auditors may enter its premises for the purposes of conducting an audit pursuant to Clause 11.2, provided that: Customer gives it reasonable prior notice of its intention to audit; conducts its audit during normal business hours; and takes all reasonable measures to prevent unnecessary disruption to Solink's operations.

- 11.3 Customer will not exercise its audit rights more than once in any twelve (12) calendar month period, except where the circumstances of Clause 11.2 apply.

## **12. Limitation of Liability**

- 12.1 Each party's and all of its Affiliates' liability taken together in the aggregate arising out of or related to this DPA (including, where applicable, the Standard Contractual Clauses) shall be subject to the exclusions and limitations of liability set forth in the main body of the Agreement.

- 12.2 Any claims against Solink or its Affiliates under or in connection with this DPA (including, where applicable, the Standard Contractual Clauses) shall be brought solely by the Customer entity that is a party to the Agreement.

- 12.3 Notwithstanding any other provision of the Agreement or this DPA, in no event shall any party limit its liability with respect to any individual's data protection rights under this DPA, the Standard Contractual Clauses or otherwise.

## **13. Relationship with the Agreement**

- 13.1 The parties agree that this DPA shall replace any existing data processing agreement or similar document that the parties may have previously entered into in connection with the Services.

- 13.2 Except for the changes made by this DPA, the Agreement remains unchanged and in full force and effect. If there is any conflict or inconsistency between this DPA and the Agreement, the provisions of the following documents (in order of precedence) shall prevail: (a) Standard

Contractual Clauses (where applicable); then (b) this DPA; and then (c) the main body of the Agreement.

**14. Governing Law**

This DPA will be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement, unless otherwise required by applicable Data Protection Laws.

**15. Execution**

This DPA may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document, and shall be binding once it has been signed on behalf of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this DPA to be executed by their duly authorized representatives as of the dates indicated in the signature blocks below.

**Customer**

**Solink Corp.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Annex I

### Data Processing Description

This **Annex I** forms part of the DPA and describes the processing that the processor will perform on behalf of the controller.

#### A. LIST OF PARTIES

**Controller(s) / Data exporter(s):** *[Identity and contact details of the controller(s) /data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1.	Name:	<b>Customer as defined in the Agreement.</b>
	Address:	<b>As provided for in the Agreement.</b>
	Contact person's name, position and contact details:	<b>As provided for in the Agreement</b>
	Activities relevant to the data transferred under these Clauses:	<b>As set out in the Agreement.</b>
	Signature and date:	<b>See execution page above.</b>
	Role (controller/processor):	<b>Controller</b>

**Processor(s) / Data importer(s):** *[Identity and contact details of the processor(s) /data importer(s), including any contact person with responsibility for data protection]*

1.	Name:	<b>Solink Corp.</b>
	Address:	<b>390 March Rd, Ste 110, Ottawa, ON K2K 0G7, Canada</b>
	Contact person's name, position and contact details:	<b>Christa Plumley at <a href="mailto:cplumley@solinkcorp.com">cplumley@solinkcorp.com</a></b>



	Activities relevant to the data transferred under these Clauses:	As set out in the Agreement.
	Signature and date:	See execution page above.
	Role (controller/processor):	Processor

**B. DESCRIPTION OF TRANSFER**

Categories of data subjects whose personal data is transferred:	Customer Employees, Customer Administrators, General Public
Categories of personal data transferred:	<p><b>Customer Employees</b></p> <ul style="list-style-type: none"> <li>• <b><u>Personal Details:</u></b> First Name, Last Name, Email Address, Phone Number.</li> <li>• <b><u>Employment Information:</u></b> Company Address, Employment Location, Employee ID</li> <li>• <b><u>Image Data:</u></b> Image capture, video capture and audio capture (where audio function is enabled).</li> <li>• <b><u>Transaction Data:</u></b> Sales and transactions, payment method, discounts, refunds, voided sales, revenue, volume of customers, wait time (where applicable to the Services).</li> </ul> <p><b>Customer Administrators</b></p> <ul style="list-style-type: none"> <li>• <b><u>Personal Details:</u></b> First Name, Last Name, Email Address, Phone Number</li> <li>• <b><u>Employment Information:</u></b> Company Address, Employment Location, Employee ID.</li> <li>• <b>Action Log</b></li> </ul> <p><b>General Public (Visitors to Customer premises)</b></p>

	<ul style="list-style-type: none"> <li>• <b><u>Financial Data:</u></b> Debit or credit card details.</li> <li>• <b><u>Image Data:</u></b> Image capture, video capture and audio capture (where audio function is enabled) via video cameras installed in Customer locations, licence plate.</li> <li>• <b><u>Transaction Data:</u></b> Items purchased, payment amount, payment method, discount, refund, wait time, order location, transaction ID (where applicable to the Services).</li> </ul>
<p>Sensitive data 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:</p>	<p><b>Not applicable – sensitive data is not processed by Solink.</b></p>
<p>The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):</p>	<p><b>Continuous for the duration of the Agreement between Solink and Customer.</b></p>
<p>Nature of the processing:</p>	<p><b>Solink provides a cloud-based video surveillance service, as further described in the Agreement.</b></p>
<p>Purpose(s) of the data transfer and further processing:</p>	<p><b>Personal Data shall be processed by Solink solely as necessary for the following purposes:</b></p> <p><b>(i) the provision of the services under the Agreement including cloud hosting services, cloud video surveillance, image and video monitoring and analytics services, alarm systems and security;</b></p> <p><b>(ii) the performance of Solink's obligations under the Agreement including customer service, support services, implementation and integration purposes;</b></p>

	<p>(iii) as otherwise agreed between Solink and Customer in writing; and/or</p> <p>(iv) as compelled by applicable laws.</p>
<p>The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:</p>	<p><b>For the duration of the Agreement between Solink and Customer.</b></p>
<p>For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:</p>	<p><b>As above.</b></p>

**C. COMPETENT SUPERVISORY AUTHORITY**

<p>Identify the competent supervisory authority/ies in accordance (e.g. in accordance with EU SCC Clause 13)</p>	<p><b>As stated in Clause 5.2 above.</b></p>
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## Annex II

### Technical and Organizational Security Measures

Description of the technical and organizational measures implemented by the processor(s) / data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

Measure	Brief Overview
Measures of pseudonymization and encryption of personal data	<p><b>When anonymization is required for long-term storage, Solink will provide Customers with the ability to blur data subjects while saving defined length clips to the cloud.</b></p> <p><b>Customer transactional data is stored on encrypted drives.</b></p>
Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services	<p><b>Data is stored in multiple availability zones, and services are spread over multiple availability zones.</b></p> <p><b>For Confidentiality, least privilege access control is utilized through the RBAC matrix.</b></p> <p><b>For Integrity, data in motion are also encrypted.</b></p>
Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident	<p><b>Data is backed up in an encrypted Backup Vault.</b></p>
Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing	<p><b>Solink is SOC2 Type2 certified and follows best practices including scheduled vulnerability scans (internal &amp; external), annual pen tests and CIS benchmarks for security configuration.</b></p> <p><b>Regular-annual SOC2 evaluation control effectiveness performed by independent/authorized third party audit.</b></p>
Measures for user and identification and authorisation	<p><b>Best in-class authentication and authorization is used to authenticate each profile during login attempt. After a set number of failed login attempts the user will be notified by email and asked to reset their password.</b></p>
Measures for the protection of data during transmission	<p><b>Data is encrypted in transit using minimum TLS 1.2.</b></p>

Measures for the protection of data during storage	<p>Customer transactional data is stored on encrypted drives.</p> <p>Solink maintains a system of controls to prevent unauthorized access, modification, destruction, or disclosure of client data.</p>
Measures for ensuring physical security of locations at which personal data are processed	<p>Solink's cloud providers have perimeter, infrastructure, data and environmental layer security. Where onsite processing occurs Solink is not responsible for the physical security of Customers' location and Customers are expected to adhere to the <a href="#">SOLINK SOFTWARE LICENSE AGREEMENT</a>.</p>
Measures for ensuring events logging	<p>Solink uses best in-class tools to conduct audit and event logging.</p>
Measures for ensuring system configuration, including default configuration	<p>All changes to our services are managed through an approval process.</p>
Measures for internal IT and IT security governance and management	<p>Industry best practices through role based access controls (RBAC) and IAAA.</p>
Measures for certification/assurance of processes and products	<p>Solink is SOC2 Type 2 certified.</p>
Measures for ensuring data minimization	<p>Solink and Solink customers are required to comply with all policies limiting personal data from central or local data sources.</p>
Measures for ensuring data quality	<p>All data stored within the cloud is indexed to ensure traceability.</p>
Measures for ensuring limited data retention	<p>Solink policy within each contract states an agreed upon retention period for onsite storage. Video saved to the cloud is stored for the duration of the customer agreement.</p>
Measures for ensuring accountability	<p>Industry best practices are followed through role based access controls (RBAC) and IAAA</p>

Measures for allowing data portability and ensuring erasure	<b>Processes are in place for the secure disposal of data when the data is no longer needed for legal, regulatory and, business requirements.</b>
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*For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller (and, for transfers from a processor to a sub-processor, to the data exporter).*

Measure	Description

## **Annex III**

### **Third-Party Sub-processors**

Solink engages sub-processors to process Customer personal data on behalf of Solink as defined by Solink's Data Processing Addendum. To view the most up-to-date list of sub-processors, please refer to <https://solink.com/legal-sub-processors/>.