

## SUPPORT TERMS OF SERVICE

This Agreement is between you and Axis Communications AB and applies to the provision of technical support assistance (“**Support Services**”) from Axis Communications AB (“**Axis**”) to you.

**IMPORTANT:** By downloading, installing, activating, accessing, receiving or otherwise using the Support Services, you accept and agree to be bound by the terms and conditions of this Agreement. If you are accepting this Agreement on behalf of a company or other business entity, that entity will be deemed the contracting party hereunder and you represent and warrant that you have authority to legally bind that entity to this Agreement. If you do not have such authority or you do not agree to the terms of the Agreement, neither you nor the entity is permitted to and may not download, install, activate, access, receive or use the Support Services.

### 1 THE SUPPORT SERVICES

- 1.1 This Agreement applies to the provision of Support Services which Axis may provide to you, as further described at [Welcome to Axis support | Axis Communications](#). The Support Services may be amended by Axis from time to time at its discretion.
- 1.2 **Remote support.** The ability for Axis to remotely access your system (e.g., cameras, computers and other devices) significantly enhances Axis’ ability to perform technical support assistance and resolve your technical problems quickly. You understand that by requesting Axis to perform the Support Services, Axis may need to access and control of your system. Consequently, you agree to allow Axis’ technical support personnel remote access to your system to perform Support Services in accordance with the technical support personnel’s instructions and the terms and conditions of this Agreement. In addition, you may be providing Axis’ technical support personnel access to files that reside on your computer. Axis will only use files/data on your computer for the sole purpose of performing Support Services according to your support request.
- 1.3 If, during the provision of Support Services, you are granted access to any Axis software or cloud services, all use of such technology is subject to any applicable product specific terms for such technology, or in the absence of such product specific term, Axis General License Agreement available at [License agreements | Axis Communications](#).

### 2 USE OF DATA AND PRIVACY

- 2.1 **Customer Content.** You are and will remain the sole owner of all right (including all intellectual property rights), title and interest in and to data, content, materials, video, images, graphics, recordings, provided to Axis by you through the use of the Support Services as well as any data that Axis may collect/ask you to submit and process about you and data relating, as applicable, to the installation and use of the relevant Axis technology, products or services, including Personal Data (as defined in the Data Processing Agreement) (collectively “**Customer Content**”). Subject to Section 2.2, you hereby grant Axis, and any third-party service providers, licensors and partners, a worldwide, royalty free license to freely use, reproduce, distribute, modify, adapt, create derivative works, and otherwise use the Customer Content, but only for the limited purposes of providing support and other services to you, to direct marketing and other commercial messages to you, and to develop new and improve our existing products, solutions and services. We may share such data with our affiliates and

business partners, but only for the purposes described in this section. You acknowledge and agree that you have sole responsibility for the accuracy, quality, integrity, legality, appropriateness and reliability of all Customer Content. Axis has no liability of any kind, and you are solely responsible for any breach or loss resulting from the deletion or destruction of, damage to, loss of, or failure to secure, store or backup any Customer Content. You hereby represent and warrant (a) that you have all rights, consents and approvals necessary for the use, display, publishing, sharing and distribution of the Customer Content, and for Axis to use, reproduce, display, process, transmit, store and transfer such Customer Content as required to provide the Support Services, and (b) that such use of the Customer Content under this Agreement does not violate any third-party rights, laws or this Agreement.

- 2.2 **Personal Data.** The Data Processing Agreement (“**DPA**”) attached hereto as Exhibit 1, is hereby incorporated by reference in and shall form an integral part of this Agreement and shall be deemed executed by and between, and legally binding upon, Axis and you. For Personal Data processed by Axis on your behalf within the scope of your use of the Support Services, as further specified in the Data Specifications Annex in the DPA, you are the data controller and Axis is the data processor. Thus, Axis may only process Personal Data in accordance with the DPA. However, if and to the extent Axis needs to collect or process your Personal Data to provide the Support Services and Axis determines the purpose for such processing or to direct marketing and other commercial messages to you, then Axis acts as the data controller according to the GDPR and Axis’ Privacy Notice and Privacy Policy, as available on Axis’ website <https://www.axis.com/privacy> and as amended from time to time, will apply.
- 2.3 **Feedback.** If you choose to provide feedback, input and suggestions regarding problems with or proposed modifications or improvements to any Axis products, services or technology (“**Feedback**”), then you hereby grant Axis an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free world-wide right to use, disclose, reproduce, distribute and exploit the Feedback in any manner and for any purpose, including to improve Axis products, services and technology and create other products, services and technology.
- 2.4 **Collected Data.** Axis may utilize statistical data, technical data, and other relevant information previously collected in relation to your device (hereinafter referred to as “Collected Data”). You acknowledge that the Collected Data was gathered pursuant to the terms of a separate agreement between you and the Company, which granted the Company the right to collect and use such data in accordance with the agreed terms. The use of Collected Data shall be strictly limited to facilitating and enhancing Axis’ ability to provide the Support Services to you. By accepting these terms, you acknowledge and agree to Axis’ use of Collected Data as described herein for the purpose of providing Support Services.

### **3 DISCLAIMER**

- 3.1 While we strive to provide the highest quality of support and to resolve all issues in a timely and professional manner, Axis does not guarantee the resolution of any issue or problem. Our ambition under this Agreement is limited to providing Support Services as described herein, and we do not assume liability for any failure to resolve issues or for the consequences of such issues. Consequently, the Support Services performed by Axis

are provided "as is" without warranty of any kind (whether express or implied), including but not limited to implied warranties of merchantability, fitness for a particular purpose, accuracy, result, effort, title and non-infringement. The entire risk as to satisfactory quality, performance, accuracy and results obtained with respect to the Support Services provided hereunder lies with you and/or your employer, as applicable. Consequently, Axis does not warrant that the Support Services will fulfil any of your and/or your employer's, as applicable, particular purposes or needs. No oral or written information or advice given by Axis or any representative thereof shall create a warranty or in any way affect the scope and operation of this disclaimer. Axis is not responsible for downtime in your system or any data loss incurred during the provision of Support Services. It is your responsibility maintain regular backups and to implement precautionary measures to mitigate potential impacts caused by unresolved issues.

- 3.2 In the course of providing Support Services, Axis may utilize third-party services, software, and technologies, including but not limited to remote access tools (collectively, "**Third-Party Services**"). You acknowledge and agree that any such Third-Party Services are provided by independent third parties and are subject to the applicable terms and conditions of the respective third-party providers. Axis makes no representations, warranties, or guarantees as to the functionality, availability, or security of any Third-Party Services, nor does Axis assume any responsibility for any acts or omissions of the third-party providers. Axis expressly disclaims any and all liability for any direct, indirect, incidental, or consequential damages arising from the use of Third-Party Services in connection with our Support Services.

## **4 LIMITATION OF LIABILITY**

- 4.1 **Exclusion of Incidental and Consequential Damages.** UNDER NO CIRCUMSTANCES WILL AXIS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING LOSS OF GOODWILL, LOSS OF BUSINESS, LOST PROFITS OR OTHER ECONOMIC DAMAGE, LOSS OR CORRUPTION OF DATA OR SOFTWARE, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION OR IMPAIRMENT OF OTHER GOODS, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER. THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF WHETHER THE OTHER PARTY HAS BEEN ADVISED OF OR HAD OTHER REASON TO KNOW THE POSSIBILITY OF SUCH DAMAGE, OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.
- 4.2 **Maximum Aggregate Liability.** UNDER NO CIRCUMSTANCES WILL THE COLLECTIVE AGGREGATE LIABILITY OF AXIS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, EXCEED ONE THOUSAND (1,000) SEK. IN NO EVENT WILL AXIS BE LIABLE FOR THE COSTS OF PROCUREMENT OF SUBSTITUTE SOFTWARE, DOCUMENTATION OR SERVICES. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 4 SHALL APPLY NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN AND WITH RESPECT TO ANY AND ALL CLAIMS UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

## **5 GOVERNING LAW AND DISPUTE RESOLUTION**

- 5.1 The substantive laws of Sweden shall govern this Agreement.

- 5.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of three arbitrators. The seat and place of arbitration shall be Lund, Sweden. The language to be used in the arbitral proceedings shall be English, unless the parties agree otherwise. Nothing in this provision shall prevent the parties from seeking any injunctive or equitable relief by a court of competent jurisdiction. The parties undertake and agree that all arbitral proceedings will be kept strictly confidential. This confidentiality undertaking shall cover, *inter alia*, all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Notwithstanding the foregoing, a party shall not be prevented from disclosing such information in order to safeguard in the best possible way his rights vis-à-vis the other party in connection with the dispute, or if and to the limited extent obligated to do so pursuant to statute, regulation, a decision by an authority, a stock exchange agreement or similar.
-

## DATA PROCESSING AGREEMENT

This agreement, including the Data Specification Annex, the Security Annex and any other documents attached or referred to below (jointly the “**Data Processing Agreement**”), is entered into by and between Axis and You (the “**Data Controller**”) to govern the data processing operations performed by Axis in connection with Your use of Support Services provided by Axis pursuant to the Support Terms of Service (the “**Agreement**”) and forms an integral part of the Agreement.

### 1 INTRODUCTION AND DEFINITIONS

The purpose of this Data Processing Agreement is to establish necessary terms and conditions to meet the requirements the General Data Protection Regulation (EU) 2016/679 (the “**GDPR**”). Axis will process personal data on behalf of Data Controller, and Axis is hereby appointed as a ‘data processor’ to Data Controller in the meaning of the GDPR.

In the event of any conflict or inconsistency between this Data Processing Agreement and the Agreement regarding the processing of personal data, the provisions of this Data Processing Agreement shall prevail. Terms that are explicitly defined in the GDPR and used in this Data Processing Agreement, such as “controller”, “processor”, “personal data”, “processing” and “data subject”, shall be construed and applied in accordance with the meaning set out in the GDPR.

### 2 LAWFUL PROCESSING

Axis shall process personal data in accordance with this Data Processing Agreement, the Agreement and Data Controller’s documented instructions from time to time. Axis shall not process personal data for its own purposes or for any other purpose than what is set out in the Specification Annex and in this Data Processing Agreement. Data Controller grants Axis the right to anonymize any personal data when not needed for the purposes set out in the Data Specification Annex, and for Axis to use the anonymized data for purposes stated in section 2.1 in the Agreement. Axis may also process personal data if required to do so by Union or Member State law to which Axis is subject. Axis shall inform Data Controller of such legal requirement before processing personal data, unless the law prohibits such information.

### 3 INSTRUCTIONS

Data Controller’s instructions to Axis related to processing of personal data are exhaustively set out in this Data Processing Agreement. Data Controller may provide additional written instructions to Axis (an “**Additional Instruction**”), and Axis has the corresponding obligation to follow such instructions, subject to this section 3 and provided that Data Controller reimburses Axis pursuant to section 11 below.

Notwithstanding the foregoing, Axis may reject an Additional Instruction if Axis deems that (i) an Additional Instruction infringes the GDPR or other Union or Member State data protection provisions, (ii) an Additional Instruction is unnecessary to fulfil GDPR requirements, or (iii) it is not technically possible or feasible for Axis to adhere to the Additional Instruction. In case of Axis’ rejection of an Additional Instruction, Data Controller may terminate the relevant and affected parts of this Data Processing Agreement and the Agreement with a notice period of three (3) months.

### 4 TECHNICAL AND ORGANISATIONAL MEASURES

Axis has implemented the technical and organisational measures set out in the Security Annex to ensure a level of security appropriate to the risks for rights and freedoms of natural persons posed by Axis’ processing operations. Data Controller hereby confirms and approves that the

measures described in the Security Annex are appropriate for Axis' processing of personal data under GDPR.

Axis shall ensure that only persons that need access to personal data in order to fulfil their work tasks as part of the Support Services have access to personal data, and that such persons are subject to appropriate confidentiality undertakings.

## **5 DATA TRANSFERS**

Axis or its subcontractors may process personal data using infrastructure, equipment, subcontractors or resources that are located outside the EU/EEA, and/or otherwise transfer personal data outside the EU/EEA, provided that (i) Axis ensures a legal mechanism for the transfer in accordance with chapter V of the GDPR, such as entering into standard contractual clauses adopted by the EU Commission from time to time; and (ii) Axis implements appropriate and effective technical and organizational safeguards to protect the personal data.

## **6 OBLIGATION TO PROVIDE INFORMATION AND ASSIST DATA CONTROLLER**

Axis shall assist Data Controller by appropriate technical and organisational measures, for the fulfilment of Data Controller's obligations regarding personal data, such as assistance in responding to data subjects' requests and/or to rectify, erase, restrict and/or block the processing of personal data if so requested by Data Controller.

Axis undertakes to notify Data Controller in writing of any personal data breach without undue delay after the personal data breach is detected by Axis. Where, and in so far as, it is not possible to provide full and comprehensive information at the same time, Axis may provide the information in phases, provided that Axis (i) explains the reasons why full and comprehensive information cannot be provided, and (ii) provides any missing or outstanding information without unnecessary delay. The notification shall be sent to the designated contact in Data Controller's account in the Support Services, unless otherwise agreed in writing. Axis' notification of or response to a personal data breach will not constitute an acknowledgment of fault or liability with respect to the personal data breach. The obligations in this Section 6 do not apply to personal data breaches that the Data Controller is already aware of, such as personal data breaches caused by Data Controller or Users.

Axis shall also, upon Data Controller's request, assist Data Controller in fulfilling Data Controller's obligations on data protection impact assessments (where related to the Services, and only to the extent that Data Controller does not otherwise have access to the relevant information) and prior consultations.

## **7 CONTACT WITH DATA SUBJECTS AND SUPERVISORY AUTHORITIES**

Axis shall notify Data Controller about any and all contacts with data subjects, supervisory authorities, and/or any other third party regarding Axis' processing of Data Controller's personal data. Axis does not have the right to represent Data Controller or in any other way act on behalf of Data Controller in relation to any data subject, supervisory authority or other third party. In the event that a data subject, supervisory authority, or any other third party requests information from Axis regarding processing of personal data on behalf of Data Controller, Axis shall (unless prohibited by law) refer such request to Data Controller and await further instructions.

## **8 RIGHT TO AUDIT**

Axis shall provide Data Controller access to all available and necessary information to demonstrate that Axis has fulfilled its obligations under the GDPR. Axis shall also contribute to audits, including inspections, if and to the extent such audits are required to comply with mandatory law and/or conducted by a supervisory authority having authority over Data Controller's operations.

Data Controller shall request an audit of Axis in writing at least thirty (30) days in advance; such request to include a comprehensive audit plan indicating what information and resources that Data Controller expects Axis to provide to support the audit. Any audit shall be (i) performed by an independent certified public accountant or the equivalent selected by Data Controller and acceptable to Axis, and (ii) carried out during normal business hours, and Data Controller shall take all necessary measures to minimize disturbances on Axis' business operations. Data Controller must reimburse Axis for its time expended in connection with an audit at Axis' standard hourly rates, which will be made available to Data Controller on request. In addition, Data Controller undertakes to ensure that every person who carries out the audit approves Axis' security policies and upon Axis' request, signs a confidentiality agreement with Axis. Axis shall under no circumstances be obliged to disclose information that is confidential under law or agreement, nor Axis' trade secrets or other similar information. Data Controller must promptly disclose to Axis any written audit report created, and any findings of noncompliance discovered, as a result of the audit. Data Controller may not perform more than one audit in any 12-month period, except where required by a competent supervisory authority.

To the extent Axis can demonstrate Axis' compliance with the obligations set out in this Data Processing Agreement and the GDPR by providing written documentation, Data Controller undertakes, unless required by a competent supervisory authority, to primarily use and rely on such written documentation to satisfy Data Controller's need for information. If Data Controller can demonstrate that the written documentation provided by Axis is clearly insufficient, Data Controller may request an audit in accordance with the preceding paragraph.

## **9 SUBCONTRACTORS**

Data Controller hereby grants Axis a general written authorisation to engage subcontractors for processing of personal data. Upon Data Controller's request, Axis shall inform Data Controller of all engaged subcontractors and their geographic location. Furthermore, Axis shall inform Data Controller by way of posting an update on its webpage and/or by providing the relevant information in the Support Service, of any plans to engage new or replace existing subcontractors, and thereby giving Data Controller the opportunity to object to such changes. Such objections by Data Controller shall be made in writing without undue delay from receipt of the information by Data Controller. Axis shall provide Data Controller with all information that Data Controller may reasonably request to assess whether the appointment of the proposed subcontractor complies with Data Controller's obligations under this Data Processing Agreement and the GDPR. If, in accordance with Data Controller's justifiable opinion, compliance with these obligations is not possible through the proposed subcontractor but the subcontractor is appointed by Axis, Data Controller is entitled to terminate the Agreement and this Data Processing Agreement at no extra cost (and notwithstanding anything to the contrary in the Service Agreement). If the objection is not justified, Data Controller is not entitled to terminate the Agreement or this Data Processing Agreement.

Axis shall enter into a data processing agreement with each subcontractor. Such agreement shall impose obligations on the subcontractor that are essentially the same and corresponding to Axis' obligations under this Data Processing Agreement.

## **10 CONFIDENTIALITY**

In addition to the confidentiality undertakings in the Agreement, Axis undertakes to not disclose personal data or otherwise reveal information about the processing of personal data to any third party without Data Controller's approval.

Axis shall ensure that each person who has access to personal data is subject to a written confidentiality undertaking.

The confidentiality undertaking above shall not prevent Axis from sharing personal data or information with subcontractors, provided that Axis has entered into a data processing agreement in accordance with section 9 above. Such data processing agreement shall however include a corresponding confidentiality obligation for the subcontractor.

If a competent authority requests information from Axis regarding the processing of personal data, Axis shall inform Data Controller thereof without undue delay. Axis may not act in any way on behalf of Data Controller or as its agent and may not transfer or otherwise disclose personal data or other information relating to the processing of personal data to third parties without the prior consent of Data Controller, unless it is required by GDPR or other Union or Member State data protection provisions or pursuant to a non-appealable decision by a competent court or authority.

## **11 COMPENSATION**

The Support Services are generally designed to enable Data Controller to comply with the GDPR without any additional work efforts from Axis, e.g. by means of built-in functionality to retrieve and delete user data in the Support Services. If and to the extent Data Controller still requests Axis to perform work which is out-of-scope of the Support Services, Axis is entitled to charge and receive fair additional compensation in accordance with Axis' standard hourly rates (unless otherwise agreed). Without prejudice or limitation of the generality of the foregoing, this means that Axis may charge for the following efforts:

- To assess and, if applicable, adhere to and comply with Additional Instructions;
- To assist Data Controller in responding to requests from data subjects exercising their rights under the GDPR.
- To assist Data Controller with data protection impact assessments and prior consultation in accordance with section 6.
- To allow for and contribute to audits carried out by Data Controller in accordance with section 8.
- To assist Data Controller with transfers of personal data in connection with termination of the processing in accordance with section 12.

## **12 TERMINATION OF PROCESSING OF PERSONAL DATA**

When the Support Services are finalized, Axis shall at its discretion either (i) transfer all personal data to Data Controller in a suitable manner and in format that Data Controller instructs; or (ii) permanently delete and erase, or anonymize, all personal data and any existing copies thereof. Following such measures, Axis shall ensure that personal data cannot be recovered by Axis.

## **13 TERM**

This Data Processing Agreement enters into force upon Data Controller's acceptance of the Agreement and will continue to remain in effect throughout the duration of any active Support Services and for twelve (12) months following the conclusion of such services, at which point the Support Services will be deemed complete.

## **14 GOVERNING LAW AND DISPUTE RESOLUTION**

This Data Processing Agreement is governed by the laws set out in the Agreement. Any dispute regarding the interpretation or application of this Data Processing Agreement shall be settled in accordance with the dispute resolution clause in the Agreement.

\* \* \*



## DATA SPECIFICATION ANNEX

|  |  |
|--|--|
| <b>Purposes and the subject-matter of the processing</b> | <p>Personal data shall be processed for Axis' provision of Support Services according to the Agreement. Axis will solely process personal data for the purposes of providing the Support Services to the Data Controller according to this Data Processing Agreement and the Agreement and as initiated by the Data Controller by use of the Support Services.</p> <p>Data Controller hereby instructs Axis to process the personal data described below on behalf of Data Controller (as part of the Support Services).</p> |
| <b>Categories of Personal Data</b>                       | <p>The following categories of personal data will be collected and processed as part of the Support Services:</p> <p>IP addresses<br/>Name<br/>Email<br/>License plate verifier data<br/>Images (when enabled)<br/>Video (when enabled)<br/>Audio (when enabled)</p>   |
| <b>Categories of Data Subjects</b>                       | <p>The personal data will concern the following categories of data subjects:</p> <ul style="list-style-type: none"><li>- Users of the Axis Technology</li><li>- Individuals appearing in images, video and audio</li></ul>   |
| <b>Duration of the Processing</b>                        | <p>Personal data will be retained and processed by Axis throughout the duration of any active Support Services and for twelve (12) months following the conclusion of such services, at which point the Support Services will be deemed complete. Thereafter, the personal data will be returned, deleted or anonymized pursuant to section 12 in the Data Processing Agreement.</p>   |
| <b>Technical and Organisational Security Measures</b>    | <p>The Parties have agreed that the security measures stated in the Security Annex constitute appropriate technical and organisational security measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access when transmitted, stored or otherwise processed.</p>  |
| <b>Sub-processors</b>                                    | <p>Axis may and will engage the sub-processors listed in the Sub-processor Annex, which may be updated by Axis from time to time. Axis shall notify Data Controller of any changes to subcontractors in accordance with section 9 in the Data Processing Agreement.</p>  |

## SECURITY ANNEX

### 1. INFORMATIONAL SECURITY – ORGANIZATIONAL MEASURES

Axis will restrict the access to personal data to only a limited and needed target set of employees and contractors. The access is continuously reviewed and managed. If an employee or contractor is no longer actively working with the functionality dependant on the personal data, the access is immediately revoked.

To secure the information security, there are continuous security audits conducted on a per team basis. Each team will create and update a threat model of their respective software vertical. Potential vulnerabilities are classified and addressed, based on the risk they pose, using the [Axis Security Development Model](#). This is a standardised practise within Axis that relies on one common process. The process is overlooked by a central group of persons (Software Security Group, SSG) that help spread knowledge and best practises to the rest of the teams, constantly educating and raising awareness on the topic of information security.

In addition to the threat modelling, there is the organizational backbone to address the vulnerabilities reported internally as well as externally. Axis is an approved [Common Vulnerability and Exposures \(CVE\) Numbering Authority](#) and identifies, discloses and patches vulnerabilities according to the international framework laid out by the global CVE-Program through the [Axis Vulnerability Management Policy](#). Axis is also continuously reviewing what potential external certifications that could be of interest to further explain its information security story, based on an open certification standard. Axis has its own Security Operations Center that is carefully monitoring its IT systems for abnormalities.

### 2. INFORMATIONAL SECURITY – TECHNICAL MEASURES

The Axis Security Development Model governs Axis initiated 3rd party vendor risk assessments on hardware and software components, outlines best practices for periodic vulnerability scanning on software components based on industry standard tools and orchestrate 3rd party security audits through yearly penetration testing and by facilitating a [bug bounty program \(vulnerability reward program\)](#). Constant monitoring of publicly available vulnerabilities and audit logging is in place to ensure best practices are followed.

### 3. INFORMATION SECURITY POLICIES AND PROCEDURES

Axis will maintain information security policies and procedures designated to (i) help secure Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access when transmitted, stored or otherwise processed, (ii) identify reasonably foreseeable and internal risks to security and unauthorized access to the Services, and (iii) minimize security risks, including through risk assessment and regular testing.

### 4. NETWORK SECURITY

Axis maintains corrective action and incident response plans to respond to potential security threats. The Services handling the transport of personal data is end-to-end encrypted, based on industry standards (HTTPS/TLS RFC 2818/8446) and Axis prevents unauthorized access and eavesdropping to

these resources or devices. It is at customers discretion to allow Axis employees explicit time-limited access to personal data, and devices for debugging purposes.

## **5. PHYSICAL SECURITY**

Axis takes responsibility for the physical security measures to protect personal data.

### **a. Physical access control**

Physical components of the Sub-processor's data centre facilities, servers, networking equipment and host software systems (e.g., virtual firewalls) are housed in nondescript facilities (the "Facilities"). Physical barrier controls are used to prevent unauthorized entrance to the Facilities both at the perimeter and at building access points. Passage through the physical barriers at the Facilities requires either electronic access control validation or validation by human security personnel. Everyone entering a restricted zone needs to be authenticated using multi-factor identification to access a specific zone. Visitors are required to be always escorted by designated personnel. The Sub-processor only provides access to the Facilities to those employees and contractors who have a legitimate business need to access the Facilities.

### **b. Physical Security Protections**

All access points (other than main entry doors) are maintained in a secured, locked state. The Facilities are monitored by video surveillance cameras, this includes the front and- back of each server rack. The Sub-processor also maintains electronic intrusion detection systems designed to detect unauthorized access to the facilities, including monitoring points of vulnerability with door contacts, glass breakage devices, interior motion detection, or other devices designed to detect individuals attempting to gain access to the Facilities. All physical access to the Facilities by employees and contractors is logged and routinely audited.

**Sub-processor Annex**

SVI Public Company Limited  
141-142 Moo 5  
Tiwanon Rd., Bangkadi, Muang  
12000 Pathumthani  
THAILAND

Flextronics International Kft  
BLC M5 Gyal Business Park  
Repair RMA03, 32 Bem Jozsef building 2  
2360 Gyal

Scanfil Inc. Att Axis RMA04  
6715 Maple Ave, Ste 300  
Dock doors 7-8  
30518 Buford

GPV Suzhou Ltd.  
#7 building  
Xin Hang Industrial Park  
New & Hi-tech Industrial Development Zone  
215500 Changshu  
PCR

FLEXTRONICS SHAH ALAM SDN BHD  
PLOT D26, JALAN DPB/4 Rec bay 108  
PELABUHAN TANJUNG PELEPAS  
81560 JOHOR  
MALAYSIA

Westview Electronics Australia  
Unit 1, 7 Packard Avenue  
Castle Hill NSW 2154  
AUSTRALIA

Rua Mário Amaral, 172  
13º Andar, Conjunto 131  
04002 020 - SAO PAULO, SP  
BR – BRASIL

Multitek Co., Ltd.  
Nippon Logistic, Maihama Center F6  
12-20 CHIDORI  
Urayasu Chiba  
279-0032  
JAPAN

Jumbo Electronics Co Ltd (LLC)  
PO Box 3426  
Dubai UAE

Pedigri technologies General trading LLC  
WH-4 , Street 6 Al Qouz 3  
Dubai, UAE

Unit 6 Criscon Park 112 Richards Drive, Half Way House  
1685 Midrand, Johannesburg  
South Africa

UPS SCS Korea Ltd. 5F, Sam-E Bldg., 535, Sunam-ro, Gwangju-si, Gyeonggi-do  
Korea, 12767