

## RESIDEO PRO DATA PRIVACY AGREEMENT

Last updated: May 19, 2022

Region: All

Service: All, except where otherwise specified in the relevant Service-Specific Terms

### 1. Overview

This Data Privacy Agreement ("**DPA**") applies to the Processing of Personal Data under or in connection with your use of each of the Services indicated above. This DPA is subject to and forms part of the Terms of Service between you and the specific affiliate of Resideo Technologies, Inc. identified as providing the relevant Service to you. Terms capitalized in this DPA shall have the same meanings as ascribed to them elsewhere in the Terms of Service, unless otherwise defined herein or in Applicable Privacy Laws. Where a term is defined both in this DPA and in Applicable Privacy Laws, the latter definition shall take precedence.

### 2. Data Flows and Controllership.

2.1. In the context of each relevant Service, you and we anticipate sharing certain Personal Data with each other on an independent Controller to independent Controller basis (each, a "**Data Flow**"). Depending on the Service (a) the Data Subjects to whom the Personal Data that is shared relates are your Users, our customers (including end users and consumers of our products and services) or members of the public (for example as part of requests received via our websites); (b) the categories of Personal Data that is shared may include name, contact details, account details and related identifiers, Device status and usage information, demographic and profile-related information, as well as other categories of information further specified in the Documentation relating to the relevant Service; (c) the purpose for sharing the Personal Data is the provision or receipt of the relevant Service (which, where we receive Personal Data from you, includes maintaining and securing our Services, developing new features, products and Services, understanding how our Services are used, related marketing, research and analytics Processing, protecting and enforcing our legal rights as well as purposes that are compatible with such purposes); and (d) the legal basis for sharing the Personal Data is that it is necessary to provide or receive the Service or that it is based on the specific, prior and informed consent of the relevant Data Subject or, in our case, that it is in our legitimate business interest to receive such Personal Data.

2.2. You shall be a Controller in respect of the Personal Data you receive from us under the Data Flows and we shall be a Controller in respect of the Personal Data we receive from you under the the Data Flows. Each of you and we shall comply at all times with our respective obligations under Applicable Privacy Laws in the context of the Data Flows. Neither you nor we intend to act as or become the other's Processor nor act as Joint Controller in respect of any Data Flows. The Terms of Service shall govern (a) to the extent local law assigns property rights in Personal Data, the intellectual property rights you and we acquire as a result of the Data Flows; and (b) the confidentiality obligations that apply to such Personal Data, provided however for each of (a) and (b) that in the event of any conflict or inconsistency the terms of this DPA apply. Without prejudice to the Terms of Service, copies of all notifications under or related to this DPA should, where addressed to us, be sent to [privacy@resideo.com](mailto:privacy@resideo.com).

3. Specific obligations of the sending Controller. Where, as part of a Data Flow, you or we act as the Controller sharing the Personal Data ("**Transferor**") with the other party ("**Transferee**"), the Transferor warrants that: (a) it has provided the relevant Data Subjects with the information required by Applicable Privacy Laws as to how it will Process the Data Subject's Personal Data (including the fact that the Personal Data is shared with the Transferee); (b) it applies Appropriate Technical and Organizational Measures to such Personal Data (including as regards the technical method of transferring the Personal Data to the Transferee, unless the Transferor is responsible for methods of transferring such Personal Data as further described in the Documentation for the relevant Service); and (c) the transfer complies with all other requirements of Applicable Privacy Laws (including as regards the presence of an appropriate legal basis for transferring such Personal Data to the Transferee).

4. Specific obligations of the receiving Controller. The Transferee warrants in respect of the Personal Data received under the Data Flows that: (a) it provides, as soon as reasonably possible and as required by Applicable Privacy Laws, the relevant Data Subjects with the information required by Applicable Privacy Laws as to how the Transferee will process the Data Subject's Personal Data; (b) it will Process such Personal Data solely for the purpose(s) documented in this DPA (including those set out in the Documentation for relevant Services), unless it is otherwise strictly required under applicable law to Process such Personal Data for a different purpose or it obtains the Data Subject's informed, explicit and specific consent to Process such Personal Data for a different purpose); (c) it will retain such Personal Data only for such period as is necessary to achieve the purpose(s) described above (and for the minimum or maximum retention periods set out in relevant Documentation, if any); (d) if it makes available such Personal Data to any third party (including Processors), it ensures that such third party complies with Applicable Privacy Laws and the Transferee acknowledges that the Transferor does not act as Controller in this context; (e) its staff have been trained in and are reasonably familiar with their obligations under Applicable Privacy Laws, including their duty to

maintain the confidentiality of such Personal Data; (f) it applies Appropriate Technical and Organizational Measures to such Personal Data (from the point of receipt of such Personal Data, unless the Transferee is responsible for methods of transferring Personal Data under the relevant Data Flow); and (g) where you are the Transferee, you will not (i) sell or otherwise make available the copy of Personal Data received under the Data Flows (whether alone or combined with other Personal Data or other data) for commercial gain (including permitting such Personal Data to be used for credit reference, credit checking, financial modelling, third party marketing or third party targeting purposes) to any third party or (ii) otherwise transfer or share such Personal Data except (in the case of this sub-Section (ii)) as reasonably required to receive the Services we provide to you under the Terms of Service.

**5. General obligations of the parties.** Each party shall, in respect of the Personal Data shared or received under the Data Flows, (a) notify the other party as soon as reasonably possible (providing reasonable details) if it becomes aware of any inaccuracy in such Personal Data; and (b) if, in its opinion, the Data Flows do not or no longer comply with Applicable Privacy Laws, and (c) provide all reasonable cooperation at its own cost to the other party concerning the matters described in this Section 5.

**6. Your specific obligations.** If you make any Personal Data you received under any Data Flow available to any third party (including your Processors and your customers), you: (a) must ensure that you have an appropriate legal basis under Applicable Privacy Law to do so; (b) you must ensure that your agreement with such third party is not less protective of the Personal Data than this DPA; and (c) are responsible at all times for such third party's compliance (including, but not limited to, procuring cooperation and information as required under this DPA). You shall notify us without undue delay, and in no event later than twenty-four (24) hours of becoming aware, of each Personal Data Breach that affects, relates to, or otherwise concerns the Personal Data you received under any Data Flow. You shall investigate each such Personal Data Breach promptly and take all necessary measures to resolve it and mitigate its impact. You shall provide all reasonably relevant information concerning each such Personal Data Breach to us as it becomes available (including a detailed description of the nature, root cause and likely consequences of the Personal Data Breach, the categories and approximate number of affected individuals, the types and approximate number of records affected, and the measures taken or proposed to be taken to remediate and/or mitigate the Personal Data Breach). If requested by us, you shall provide us with all reasonable cooperation and assistance regarding such Personal Data Breach and you shall obtain our prior consent before making any announcement or communication to any third party concerning any such Personal Data Breach that (i) specifically names or refers to us or any of our Affiliates, or (ii) is directed at our or our Affiliates' employees, suppliers, or customers. Subject to the previous sentence, you shall make the required notifications to the relevant Regulator(s) and relevant Data Subjects as required by Applicable Privacy Laws, providing a copy of such notification(s) to us. You shall also notify us promptly and provide us with a copy of any notice or query from any Data Subject and/or Regulator that reasonably relates to such Personal Data you received under any Data Flow and/or your Processing of such Personal Data (including notices by Data Subjects to exercise their rights under Applicable Privacy Laws where such notices reasonably relate to us). If we inform you that a Data Subject has requested or where a Data Subject directly requests you to have any of their Personal Data removed or deleted (including via any functionality built into relevant Devices and/or Services), you will promptly honor (and in all cases within 30 days) the Data Subject's request and remove or delete that Data Subject's Personal Data from your systems as required under Applicable Privacy Laws.

**7. International Data Flows.** Applicable Privacy Laws may restrict or require additional measures to be taken if, as part of a Data Flow, Personal Data is transferred internationally. Where this is the case, the Transferor and the Transferee shall reasonably cooperate to ensure that all requirements under Applicable Privacy Laws that apply to such international Data Flow(s) are satisfied (including, where relevant, by entering into additional and specific data transfer agreements or certifications). In the event a party can no longer satisfy such requirements in respect of any international Data Flow, that party shall notify the other party and such international Data Flow shall be suspended until all requirements under Applicable Privacy Laws have been fulfilled.

**8. Retention, Suspension and Deletion.** In respect of each Data Flow, you must promptly and irretrievably delete the Personal Data you received (including all copies and all aggregated, deidentified and/or anonymized versions of such Personal Data) once the relevant retention period (as set out in the relevant Documentation or Applicable Privacy laws) expires. We may suspend any Data Flow immediately and/or require you (including your Processors and all third parties with whom you have shared Personal Data you received under a Data Flow) to delete all copies of such Personal Data and without this causing us to be in breach of the remainder of the Terms of Service if you (or any of your Affiliates or Processors): (a) are in breach or are suspected to be in breach of any of your obligations under this DPA, the Terms of Service and/or Applicable Privacy Laws; (b) have done or are doing anything (including by omission) that has or is likely (in our opinion) to cause us to be in violation of Applicable Privacy Laws or to negatively affect our reputation and/or goodwill; and/or (c) are the subject of any formal inquiry by any Regulator regarding your privacy practices and/or compliance with Applicable Privacy Laws. Instead of or in addition to suspending any Data Flow pursuant to this Section 8, we may require you to provide all reasonable information concerning your compliance with this DPA and/or Applicable Privacy Laws and you shall provide all such information without undue delay.

9. **Liability.** Notwithstanding anything to the contrary in the Terms of Service, you will defend, hold harmless, and indemnify us and our Affiliates (the "**Indemnitees**") in full from and against, and reimburse the Indemnitees for any and all DP Losses suffered or incurred by, awarded against or reasonably agreed to be paid by, any of the Indemnitees, provided that such DP Losses result from your breach (including any of your Affiliates and/or Processors) of this DPA and/or Applicable Privacy Laws.

10. **Definitions.** As used herein, each of the following terms shall be defined and construed as follows:

**"Applicable Privacy Laws"** means all data protection, privacy, breach notification, data security, and network security laws, rules, and regulations (as amended or replaced from time to time) that apply to you and/or us from time to time, and, where applicable, any legally binding codes of practice issued or endorsed by a Regulator.

**"Appropriate Technical and Organizational Measures"** means those measures aimed at protecting Personal Data against: (i) accidental or unlawful destruction, loss, or alteration; (ii) unauthorized disclosure or access; (iii) all other unlawful or unauthorized forms of Processing and (iv) any additional measures required under Applicable Privacy Laws.

**"Controller"** means the business responsible for determining the purposes and means of the relevant Personal Data Processing.

**"DP Losses"** means, except to the extent prohibited by applicable law, all liabilities, costs, losses, material and non-material damages, claims, actions, and expenses, including but not limited to (i) the cost of reasonable legal fees; fines, penalties, settlements, sanctions, and similar assessments imposed by, and the reasonable costs of compliance with investigations conducted by, a Regulator, reasonable compensation or reasonable ex-gratia amounts paid to any Data Subject, reasonable costs of investigation and response; and (ii) indirect and/or consequential loss, loss or damage to reputation, brand, or goodwill.

**"Personal Data Breach"** means any breach of security (including any Security Breach) leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed.

**"Personal Data"** means any information (including Personal Information and Personally Identifiable Information) relating to an identified or identifiable natural person ("**Data Subject**") who can be identified, directly or indirectly.

**"Processing"** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, anonymization, erasure or destruction.

**"Processor"** means the business (including any Service Provider) acting on the Controller's behalf and in accordance with the Controller's instructions in Processing the relevant Personal Data.

**"Regulator"** means any official entity duly exercising powers under Applicable Privacy Laws and which has competence over you or us (including any competent Supervisory Authority).