



This Master Subscription Agreement contains the terms and conditions in relation to the Subscription unless otherwise agreed in the order form.

If the Customer registers for a Free Trial of Airtame Cloud, the applicable provisions of this Master Subscription Agreement will also govern such Free Trial.

This Agreement was last updated on February 20, 2020

1. DEFINITIONS

- 1.1 “Airtame”, “we” and “us” means Airtame ApS
- 1.2 “Airtame Plus” means the paid plan for screen management and digital signage
- 1.3 “Airtame Lite” means the free plan for device management
- 1.4 “Customer”, “you”, “your” or similar terms means the person or legal entity utilizing or accessing the Software
- 1.5 “Data Processing Addendum B” means the Airtame Data Processing Addendum B attached as Addendum B to this Master Subscription Agreement
- 1.6 “Device” means a supported Airtame device
- 1.7 “Free Trial” means a one-time free trial for a given period set out on Airtame’s website from time to time providing an opportunity to try out the Software for free
- 1.8 “License” has the meaning set forth in clause 2.1
- 1.9 “Licensor” means the person selling a License to the Customer, i.e. either Airtame, Airtame Inc., a Partner or any other entitled hereto
- 1.10 “Master Subscription Agreement” means this agreement
- 1.11 “Partner” means a company which, in accordance with the Partner Agreement, has sold the Customer a License to the Software
- 1.12 “Partner Agreement” means the agreement between the Partner and Airtame, which grants the Partner the right to license the Software to third parties, including, but not limited to, the Customer
- 1.13 “SLA” means the Airtame Service Level Agreement attached as Addendum A to this Master Subscription Agreement
- 1.14 “Software” means Airtame Cloud as specified at <https://airtame.com/airtame-cloud/pricing/>

1.15 “Subscription Fee” means the fee for the License

1.16 “Subscription Period” means the period for which the Customer is granted a License to the Software

2. SUBSCRIPTION SERVICE

2.1 The Customer is granted a non-transferable and non-exclusive license to use the Software for a limited period of time (the Subscription Period) subject to the provisions of this Master Subscription Agreement and on an “as is” basis (the "**License**").

2.2 The License is limited to the number of active seats/Devices agreed with the Licensor in the order form. If the number of active seats/Devices are not agreed with the Licensor in the order form the License is limited to 1 seat/Device.

2.3 The Software is delivered as an online Software-as-a-Service operated by Airtame and can be accessed through a web browser only supported by desktops and laptops and not mobile devices. In order to use the Software, running the latest version of a common, generally approved, web-browser is required, i.e. Microsoft Edge, Firefox, Chrome or Safari. Web-browsers not listed are not supported.

2.4 The Customer may be provided with an interface for the Software. Such an interface may be updated on a continuous basis. Updates will neither reduce or interfere with the quality of the Software nor the contractual obligations between the Customer and Airtame.

2.5 The Software is delivered with a user interface (UI) in the English language. Licensor provides no guarantee, warranty nor support for other languages than English.

2.6 The License only entitles the Customer to ordinary usage of the Software, and the Customer shall not copy, modify, reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

2.7 The Licensor is not obligated to provide or procure any updates to the Software, except such updates necessary to keep the Software in an operational state. This entails, inter alia, that the Licensor is not obligated to update the functionality of the Software to cater to the Customer’s changing needs or requirements, regardless of the Customer’s changing needs or requirements being a result of changes to national or international regulation.

2.8 The Customer is not entitled to sublicense the License.

2.9 Except for the express License granted, no other license, express or implied, is granted by the Licensor to the Customer.

3. SERVICE LEVEL GOALS

3.1 The service level goals are specified in the “Addendum A Service Level Agreement”

3.2 Airtame Service Level Agreement (SLA). The service level goals must be complied with during the Subscription Period unless otherwise stated in the “Addendum A Airtame Service Level Agreement” (SLA).

4. PAYMENT

4.1 Purchase of the service from a Partner

4.1.1 If you purchased the License from a Partner, you acknowledge that payment and delivery terms for the License must be established separately and independently between you and the Partner, see also clause 11.1 below in respect to purchases from a Partner.

4.2 Purchase of the service from Airtame

4.2.1 Subscription Fee

4.2.1.1 You will be charged the Subscription Fee at the time of placing the order. Airtame may increase the then current Subscription Fee at the start of each new renewal period by giving not less than i) 90 days’ prior written notice to the Customer in case of a contract or ii) 30 days’ prior written notice to the Customer in case of credit card payment.

4.2.2 Automatic renewal

4.2.2.1 Automatic renewal (contract)

Unless otherwise agreed in the order form, all subscriptions signed with Airtame will automatically be renewed (without the need to go through the services-interface “check-out” or execute a renewal order form) for an additional period equal to the period stated in the

order form or the preceding term, whichever is shorter. Either party may cancel the automatic renewal in accordance with clause 7.

4.2.2.2 Automatic renewal (credit card payment)

Unless otherwise agreed, all subscriptions signed with Airtame will automatically be renewed (without the need to go through the services-interface “check-out”) for additional periods equal to either one (1) month or one (1) year, depending on your selected Billing Period. Either party may cancel the automatic renewal in accordance with clause 7

4.2.3 *Refund and cancellation*

4.2.3.1 If the Customer terminates this Master Subscription Agreement in accordance with clause 7, already paid Subscription Fees will not be refunded.

4.2.3.2 Subscriptions to Airtame Cloud cannot be cancelled and the Customer may only terminate this Master Subscription Agreement in accordance with clause 7.1.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Airtame retains all rights, title and interest, including, but not limited to, all intellectual property rights, trademarks, know-how and copyrights, in and to the Software and any copies thereof and any and all other rights to the Software and related documentation, except for third party components of the Software to which Airtame's suppliers hold all rights. Any non-compliance with Airtame or its suppliers' rights, including careless use of the Software which might render copying of the Software possible for third parties, shall be deemed in breach of this Master Subscription Agreement.

5.2 If the Customer becomes aware of any infringement or threatened infringement by a third party of the Software, the Customer shall promptly notify Airtame ApS by email: support@airtame.com.

6. WARRANTIES

6.1 Licensor's warranties

6.1.1 The Licensor warrants that:

- a) the Licensor has the right to grant the License; and
- b) the Software substantially includes the functionality set out on Airtame's website <https://airtame.com/airtame-cloud/pricing>

6.1.2 The warranties set out in Clause 5.1.1, shall not apply in the event that:

- a) the Customer does not implement such updates as described in clause 2;
- b) the Software, or any part thereof, is used other than in accordance with the documentation, manuals and other written material provided to the Customer therewith;
- c) the Software, or any part thereof, is altered, modified or converted by any party other than Airtame ApS;
- d) an error in any other software program used with the Software which causes as a result the Software or a part thereof to not function properly; or

e) a malfunction in the Customer's equipment results in the Software or any part thereof not functioning.

6.2 Airtame does not warrant that Airtame Cloud is compatible with all Airtame's Devices and in case of lack of compatibility between the Device and Airtame Cloud, it is the sole responsibility of the Customer to upgrade the Device or buy a new Device in order to get the full benefit of Airtame Cloud.

6.3 Disclaimer of warranties

6.3.1 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS MASTER SUBSCRIPTION AGREEMENT, LICENSOR, AIRTAME APS AND ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSLY OR IMPLIED, WITH RESPECT TO THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF THE VALIDITY OR ENFORCEABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF ANY THIRD PARTY PATENTS OR PROPRIETARY RIGHTS.

7. TERM AND TERMINATION

7.1 Term and Termination

7.1.1 This Master Subscription Agreement shall commence as of the date agreed with the Licensor, and it will continue in effect and be automatically renewed, cf. clause 4.2.2.

7.1.2 Notwithstanding clause 7.1.1, this Master Subscription Agreement and thus the License may be terminated before automatic renewal. Automatic renewal under clause 4.2.2.1 may be cancelled by either party upon written notice to the other party at least sixty (60) days before the end of the Subscription Period. The written notice from the Customer must be an e-mail to support@airtame.com, and the e-mail shall include the following information: Legal customer name, VAT or EIN number and Airtame Cloud-ID. Automatic renewal under clause 4.2.2.2 may by the Customer be cancelled by unsubscribing through self-service under Account, Your plan in <https://airtame.cloud/login> at least one (1) day before the end of the Subscription Period.

7.2 Breach and remedies for breach

7.2.1 Airtame may terminate this Master Subscription Agreement and thus the License upon fourteen (14) days written notice to the Customer if (a) the Customer fails to make any payment to Airtame, the Partner or any other relevant third-party relating to the License under this Master Subscription Agreement when due, or if (b) the Customer is in breach of any of its obligations under or in relation to this Master Subscription Agreement.

7.2.2 The Customer may terminate this Master Subscription Agreement and thus the License forthwith by written notice to Airtame if Airtame is in breach of any of its obligations under or in relation to this Master Subscription Agreement which has not been rectified within 90 days of written notice of such breach being given to Airtame.

7.2.3 Where termination is due to material breach of the Master Subscription Agreement by the Customer pursuant to clause 7.2.1, the Customer shall discontinue all use of the Software and terminate any integration with the Software. At the Licensor's or Airtame ApS's request, the Customer shall confirm in writing that the Customer has fulfilled its undertaking according to this clause.

7.2.4 Material breach of this Master Subscription Agreement shall include, but not be limited to, (i) the Customer neglecting to pay any sums owed under this Master Subscription

Agreement, or (ii) the Customer using or permitting any use of the Software that is contrary to the provisions of this Master Subscription Agreement.

7.2.5 Upon termination of this Master Subscription Agreement due to material breach by the Licensor, the Customer is entitled damages and indemnification from the Licensor in accordance with the limitations set out in this Master Subscription Agreement, see clause 8.

7.2.6 The Customer is solely responsible and liable for all such Customer's activities on Airtame's Software and the use of the License. The Customer will thus be liable for any breach of the obligations by any of the Customer's users as if the Customer had breached the Customer's obligations.

7.2.7 Furthermore, the Customer is responsible for the user's passwords and all activity carried out in relation to the user's Software account, including any potential use by third parties that take place through the user's account. The Customer and the user must keep logins and passwords confidential, and the Customer undertakes to immediately shut down accounts of users that are no longer employed with the Customer. The Customer must notify Airtame immediately in case of any possible misuse of user login or passwords or any security incident related to the Software. Airtame is not responsible in any way regarding the creation of such logins.

7.2.8 The Customer warrants and represents that it owns, is authorised or otherwise has a right to use any and all intellectual property rights in relation to any content that has been submitted to the Software. The Customer agrees to indemnify and hold the Licensor and Airtame harmless against any and all damages, losses, costs and expenses (including reasonable legal expenses) incurred or suffered by Airtame as a consequence of or in connection with any claim made against Airtame by a third-party arising out of or in connection with the Customer's use or possession of any content.

7.3 Restricted activities etc.

7.3.1 The Customer is obliged and responsible for that the use of the License and any content shared is not deemed to be offensive, illegal, inappropriate or that in any way:

- promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- harasses or advocates harassment of another person;

- displays pornographic or sexually explicit material;
- promotes any conduct that is abusive, threatening, obscene, defamatory or libellous;
- promotes any illegal activities;
- provides instructional information about illegal activities, including violating someone else's privacy or providing or creating computer viruses;
- promotes or contains information that You know or believe to be inaccurate, false or misleading;
- engages in the promotion of contests, sweepstakes and pyramid schemes without Airtame's prior written consent;
- contains any virus or device etc., which may prevent, impair or otherwise adversely affect the operation of Airtame's website; or
- infringes any intellectual property rights or any other proprietary rights of any third party.

7.3.2 The use of the Software does not impact on the rights to and/or restrictions applicable to the content. In case that any content is owned by somebody other than the Customer, the Customer will be solely responsible for ensuring observance of the relevant license rights and restrictions applicable to any content. Neither the Licensor nor Airtame is under any circumstances liable for any losses, damages, costs or expenses incurred by the Customer arising out of or in connection with the Customer or users' use of any content through the Software.

7.3.3 Furthermore, the Customer is obliged to ensure that any user does:

- not use login details with the intent of impersonating another individual;
- not allow any person other than users to use the login details;
- not do anything that likely can impair, interfere with or damage or cause harm or distress to any person using the Software and Airtame's website or in respect of the network;
- not use Airtame's website and/or the Software or the content therein if it will infringe any intellectual property right or other rights of any third party and neither do anything that will infringe on such rights;
- comply with all Airtame's instructions and policies at any and all times in respect of Airtame's website and the use of the Software;
- co-operate with any reasonable security or mandatory legal checks or requests for information made by Airtame from time to time; and
- use the information that has been made available when using the Software and on Airtame's website at its own risk.

7.3.4 In the event that Airtame ApS in its discretionary opinion deems that the Customer's use of the Software is illegal or non-compliant with applicable rules and regulations, Airtame ApS shall be entitled to terminate the Customer's access to the Software without the Customer being entitled to any compensation whatsoever. The Customer shall without limitation indemnify Licensor and Airtame ApS for any losses resulting from the above-mentioned activities.

7.4 Publicity

7.4.1 Unless otherwise stated in the order form, the Customer agrees to allow Airtame, and hereby does provide Airtame with the necessary rights and licenses, to use the Customer's name and logo on Airtame's sites, blog and/or in marketing materials, including case studies and press references, to identify the Customer as a customer of Airtame.

7.5 Derogation

7.5.1 Airtame will comply with all the mandatory information requirements for online service providers set out in the Danish E-commerce Act (Act No. 227 of 22 April 2002). However, in accordance with Section 13(2) of the Danish E-commerce Act, the Customer and Airtame agree to derogate from section 10 – "Information to be provided".

8. LIABILITY AND LIMITATION OF LIABILITY

8.1 The Parties are liable for damages in accordance with the general rules of Danish law for any loss that the other Party may suffer subject to the limitations set out below. Airtame ApS shall not be liable for any loss of the Customer (unless Airtame ApS is Licensor).

8.2 The Customer is solely responsible and liable for all such Customer's activities on Airtame's Software and the use of the License. The Customer will thus be liable for any breach of the obligations by any of the Customer's users as if the Customer had breached the Customer's obligations.

8.3 Neither of the Parties nor Airtame ApS shall be liable for any indirect loss, including any operating loss, loss of time, costs related to investigations of a defect, loss or damage related to effects on other software, loss or damage caused by the incorrect use of the Software or incorrect results generated by the Software, loss of data, loss of profit or other consequential losses of the other parties. Airtame ApS' suppliers shall have no liability towards the

Customer for any lost profits, or direct, indirect, special, consequential, punitive, or exemplary damages, even if advised of the possibility of these types of damages.

8.4 The Licensor accepts product liability only to the extent that it cannot be contractually waived. The Licensor disclaims product liability on any other basis.

8.5 The Licensor's liability shall in any case be limited to an amount corresponding to the fee paid by the Customer for the current Subscription Period.

9. FORCE MAJEURE

9.1 If either of the Parties (the "**Claiming Party**") is prevented from carrying out its obligations (other than payment obligations) under this Master Subscription Agreement (or such are delayed) by circumstances beyond such Party's reasonable control and which could not reasonably be foreseen at the time this Master Subscription Agreement was entered into ("**Force Majeure Circumstances**") then the Claiming Party shall not be deemed to be in breach of this Master Subscription Agreement, and shall not be obliged to carry out such obligations until the Force Majeure Circumstances cease to exist. Force Majeure Circumstances include (but are not limited to) natural disaster, terrorism, riots, war, any measure taken by public authority, strike, lockout including strike and lockout among Airtame's employees and potential subcontractors, default in or delay of supplies from subcontractors, issues that are related to external apps or third parties, any products or features identified as alpha, beta or similar, external network or equipment problems outside of our reasonable control, including our third party hosting provider(s), physical impossibility of performance, disruption or similar conditions in the communication infrastructure and circumstances where proper performance will cause disproportionate costs to Airtame and/or the Licensor.

9.2 In the event that Force Majeure Circumstances continue for a period greater than three (3) months, the non-Claiming Party shall be entitled to terminate this Master Subscription Agreement. Such termination shall be without prejudice to the accrued rights and liabilities of the Parties at the date of the termination.

10. ASSIGNMENT AND TRANSFER

10.1 Without limiting clause 10.3 and subject to clause 10.2 below, neither Party may assign or otherwise transfer this Master Subscription Agreement or any of its rights and obligations hereunder without the prior written consent of the other Party.

10.2 The Licensor may transfer to any third party whatsoever the right to receive payments due under this Master Subscription Agreement without the Customer's consent

10.3 If the Licensor's right to license the Software to the Customer pursuant to the Partner Agreement is terminated, expired or otherwise no longer valid, regardless of the cause hereof, Airtame ApS shall by giving notice to the Customer have the right to either:

a) assign the Agreement from Licensor to Airtame ApS on unchanged terms. Any existing claims or subsequent claims relating to the period prior to Airtame ApS assigning the Agreement, shall not be assumed by Airtame ApS;

b) assign the Agreement from Licensor to a third party (the "**Assignee**") of Airtame ApS's choice, in which case the terms and conditions of the Agreement shall apply between the Customer and the Assignee. Any existing claims or subsequent claims relating to the period prior to the Agreement being assigned, shall not be assumed by the Assignee; or

c) terminate the Agreement in accordance with the terms of clause 7.

11. PARTNER SALES

11.1 If the License is acquired from a Partner will (i) this Master Subscription Agreement constitutes the entire contractual relationship between you and Airtame regarding the Software and License and the obligations of Airtame as set forth herein and is controlling; and (ii) the terms and conditions of any purchase order or any other agreement between you and the Partner are not binding to Airtame. Furthermore, (iii) the Partner is not authorized to alter, amend or modify this Master Subscription Agreement or to otherwise grant any license or other rights or any obligations relating in any way to the License. The Customer further acknowledges that Airtame makes no representation or warranty, nor incurs an obligation in relation to any services or other products provided by any Partner, or any actions or failure to act by any Partner.

12. PRIVACY AND DATA PROTECTION

12.1 Airtame collects and processes personal data in accordance with our enclosed “Addendum B Data Processing”

13. APPLICABLE LAW AND VENUE

13.1 This Master Subscription Agreement and any dispute or claim arising out of or in relation hereto shall be governed by and construed in accordance with Danish law without regard to its principles on choice of law.

13.2 Any dispute arising out of or in connection with this Master Subscription Agreement, including any disputes regarding the existence, validity, or termination hereof, shall be settled by the courts of Denmark.

13.3 The City Court of Copenhagen shall be the court of first instance.

ADDENDUM A: SERVICE LEVEL AGREEMENT

This Airtame Service Level Agreement (SLA) constitutes an appendix to the Master Subscription Agreement.

Airtame provides an uptime commitment for customers on the Airtame Cloud Paid plan and above.

At any time you can see historical uptime and scheduled maintenance here

https://status.airtame.com/?_ga=2.197526439.986783771.1580293315-523478996.1560783462

Important to note: It is important to pinpoint that if Airtame Cloud is down this **does not** mean that your Airtame devices are not functioning for screen sharing. The only implication is that the Airtame Cloud management portal will not be accessible.

1. SLA BREAKDOWN

1.1 Downtime

1.1.1 Downtime is the overall number of minutes Airtame Cloud was unavailable during the calendar year. Downtime is measured based on server-side error rate.

1.1.2 Downtime excludes the following:

- Slowness or other performance issues
- Issues that are related to external apps or third parties
- Any products or features identified as alpha, beta or similar
- External network or equipment problems outside of our reasonable control, including our third-party hosting provider(s), cf. below
- Scheduled Downtime for maintenance, cf. below
- Downtime caused by events amounting to Force Majeure (as defined in the Master Subscription Agreement))

1.1.3 We are not obligated to investigate and correct all incidents or faults regardless of whether or not such incidents or faults entail Downtime.

1.2 Uptime Commitment

1.2.1 Uptime is the percentage of total possible minutes Airtame Cloud was available during a calendar year. Our commitment is to maintain at least 99% Uptime (“Monthly Uptime Percentage”) as of this SLA version but we intend to increase our commitment. Monthly Uptime Percentage means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

1.2.2 We are solely liable for Uptime directly related to our services and are not liable for Downtime caused by circumstances outside of our control, including i) our third-party hosting providers, ii) you or your company, or iii) the individuals who use your products and services.

Check Airtame Cloud historical status right here:

<https://status.airtame.com/? ga=2.197526439.986783771.1580293315-523478996.1560783462>

1.3 Scheduled Downtime

1.3.1 Sometimes we need to perform maintenance to keep Airtame Cloud working smoothly. If scheduled Downtime is necessary, we will give you at least 1-week advance notice. We will make our best efforts to limit scheduled Downtime during work hours, i.e. weekdays from 8 a.m. – 5 p.m. in North American and European time zones

1.4 Changes to Uptime Commitment

1.4.1 Adjustments of the Service Level Agreement can be made by us without your consent at all times in accordance with the notice of termination in the applicable Master Subscription Agreement. You cannot request, delete or modify the Service Level Agreement.

1.4.2 We shall provide an e-mail notification to alert you whenever the Service Level Agreement is updated.

2. CUSTOM SLA

2.1 For larger Enterprises and Schools we are offering custom SLAs. Please reach out to your account manager for more information.

ADDENDUM B: DATA PROCESSING

1. INTRODUCTION

This data processing addendum is part of the Master Subscription Agreement, cf. section 14 of the Agreement. The addendum describes how Airtame collects and processes the End User's personal data through Airtame Cloud in connection with the Master Subscription Agreement.

Airtame is the data controller regarding the data processed under the Master Subscription Agreement and Airtame determines the "purposes and means of processing the personal data" in this regard. Airtame collects and processes your (the data subject) personal data as stated below.

2. PERSONAL DATA

2.1 Consent

By agreeing to the Master Subscription Agreement (and creating an Airtame Cloud account) you are consenting to the processing of your personal data as stated in this data processing addendum.

If you wish to withdraw your consent, you can at any time contact Airtame at hello@airtame.com

2.2 Personal Data You Deliver

2.2.1 General

- **Airtame Cloud profile information**, such as your display name, email, hashed profile password, role/title, and preferences;
- **Feedback and correspondence**, such as information you provide when you respond to surveys, participate in market research activities, report a problem with, receive customer support or otherwise correspond with us;
- **Usage information**, such as information about how you use the service and interact with us; and

2.2.2 Information Automatically Collected

Airtame's servers may automatically record certain information about how you use the service, such as your Internet Protocol (IP) address, device and browser type, operating system, the pages or features of the service that you browsed and the time spent on those pages or features, the frequency with which you use the service, search terms, the links that you click on or use, and other statistics. We collect this information in server logs and by using cookies and similar tracking technologies to analyze trends, administer the service, track users' movements around the service.

2.2.3 Information from Integrated Sign-On Services

If you decide to register through or otherwise grant access to a third-party integrated service (what we call an "Integrated Service"), such as Google or similar single sign-on service, Airtame may also collect personal data that is already associated with your Integrated Service account. You may also have the option of sharing additional information with Airtame through an Integrated Service, as controlled through your settings on that Integrated Service. If you choose to provide such information, during registration or otherwise, Airtame will treat the information as personal data and will use it in the ways described in this addendum and the Master Subscription Agreement.

2.3 How Airtame Uses Your Personal Data

We use your personal data for the purpose of fulfilling the Master Subscription Agreement and provide the service.

2.4 To Provide the Service

If you have an Airtame Cloud account, we use your personal data:

- to operate, maintain, administer and improve the service;
- to manage and communicate with you regarding your service account if you have one, including by sending you Service announcements, technical notices, updates, security alerts, and support and administrative messages;
- to process payments you make through the service;
- to better understand your needs and interests, and personalize your experience with the service;
- to respond to your service-related requests, questions and feedback

2.5 For Security, Compliance, Fraud Prevention and Safety

We may use your personal data as we believe appropriate to (a) investigate or prevent violation of the law or the Master Subscription Agreement; (b) secure the service; (c) protect our, your or others' rights, privacy, safety or property; and (d) protect, investigate and deter against fraudulent, harmful, unauthorized, unethical or illegal activity.

2.6 Cloud Functionality

The data utilized for the functionality of the cloud is stored in separate instances on Amazon Web Service (AWS) servers, cf. section 5. These instances are requested any time a given action is taken, such as change settings, user login, grouping, etc. This data is backed up daily and the backup is kept for seven days. This allows us to restore functionality and recover data.

2.7 Enhanced Service and Business Tracking

We utilize the third-party system Segment to collect data on product usage and events happening within our cloud solution, cf. section 5. These data are collected with the purpose of enhancing our customers' user experience, developing our platform in accordance with implicit requests, and for the purposes of business goal tracking.

3. SECURITY

To protect your personal data, Airtame takes reasonable precautions and follows industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed.

To protect file data in transit between an instance and Airtame's front-end platform, an encrypted connection is negotiated to ensure secure delivery. These connections are encrypted using Transport Layer Security (TLS) to create a secure tunnel protected by 128-bit or higher Advanced Encryption Standard (AES) encryption.

4. DATA SUBJECT RIGHT OF ACCESS

We have outlined the data subject rights that apply to the data subjects below. If you at any time would like to exercise any of the below-outlined rights or have questions regarding them please contact us at data@airtame.com.

- Right of access

The controller shall take appropriate measures to provide any information relating to processing of the data subject in a concise, transparent, intelligible and easily accessible form, using clear and plain language, in particular for any information addressed specifically to a child.

- **Right to erasure and to be forgotten**

The data subject shall have the right to obtain from the controller the erasure of personal data concerning them without undue delay, unless otherwise required by law.

- **Right to rectification**

The data subject has the right to have inaccurate personal data rectified. An individual may also be able to have incomplete personal data completed – although this will depend on the purposes for the processing. This may involve providing a supplementary statement to the incomplete data.

- **Right to data portability**

The data subject has the right to receive personal data they have provided to a controller in a structured, commonly used and machine readable format. It also gives them the right to request that a controller transmit this data directly to another controller.

- **Right to restrict processing**

The data subject has a right to restrict the processing of any personal data stored by Airtame. In most cases, this cannot be an indefinite restriction, only for a period of time.

- **Disclaimer**

All of these rights include more detailed stipulations, which need to be assessed before complying with any requests based on the above-mentioned rights. Additionally, we reserve the right to exercise reasonable measures to verify the identity of any data subject putting forward requests based on the above rights. This is to ensure the security of our existing data subjects and to minimize the risk of fraudulent behaviors.

5. EXTERNAL DATA PROCESSORS

Airtame is using the following data processors regarding the Master Subscription Agreement:

5.1 Amazon

Using AWS unlocks the control and confidence needed to securely run a business with the most flexible and secure cloud computing environment available today. As an AWS customer, we benefit from AWS data centers and a network architecture to protect your information, identities, applications, and devices. With AWS, we ensure our ability to meet core security and compliance requirements, such as data locality, protection, and confidentiality with AWS's comprehensive services and features.

5.1.1 Links and files

<https://aws.amazon.com/security/>

<https://aws.amazon.com/rds/features/security/>

[https://d1.awsstatic.com/whitepapers/compliance/GDPR Compliance on AWS.pdf](https://d1.awsstatic.com/whitepapers/compliance/GDPR%20Compliance%20on%20AWS.pdf)

5.2 Segment

In alignment with Segment's commitment to the privacy and protection of customer and corporate data, we have developed a comprehensive Information Security and Privacy Program (ISPP). The Segment ISPP is structured in alignment with ISO 27001 and 27018 guidance and is continually enhanced to align with new and evolving regulatory requirements such as the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA).

5.2.1 Links and Files

<https://segment.com/security/>

<https://segment.com/security/how-we-approach-security/>

[https://assets.ctfassets.net/9u2t3ap6pctb/6zfd3vh2gJHc1MUcq3kYg/b80dc4e5629788340c70b126204e0d96/Security Essentials Overview.pdf](https://assets.ctfassets.net/9u2t3ap6pctb/6zfd3vh2gJHc1MUcq3kYg/b80dc4e5629788340c70b126204e0d96/Security_Essentials_Overview.pdf)

<https://www.privacyshield.gov/welcome>

6. AGE OF CONSENT

By creating an Airtame Cloud account and agreeing upon the Master Subscription Agreement, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

7. CHANGES

Airtame reserves the right to modify this data processing addendum. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it, and in some cases, we may ask for a renewed consent.