

QUALCOMM DATA PROCESSING TERMS

The vendor, seller, contractor, or service provider agreeing to these terms (“**Supplier**”) has entered into an agreement with QUALCOMM Incorporated or one of its affiliates (each, as applicable, “**Qualcomm**”) under which Supplier will Process Personal Information (the “**Agreement**”). Qualcomm and Supplier are hereinafter referred to jointly as the “**Parties**” and each individually as a “**Party**.”

I. Introduction

To adduce adequate safeguards with respect to the privacy interests and/or rights of individuals for the Processing of their Personal Information, Supplier and Qualcomm agree that, unless expressly superseded in writing, these Data Processing Terms (as may be modified from time to time) (these “**DP Terms**”) govern the Processing of Personal Information under the Agreement. These DP Terms are entered into solely in the English language, and, if for any reason any other language version is prepared by any Party, such translation shall be solely for convenience and shall have no force or effect and the English version shall govern and control in all respects.

II. Definitions

Capitalized terms used but not defined in these DP Terms have the meanings set out in the Agreement or the Security Terms (as defined below). For the purposes of these DP Terms:

A. The term “**Applicable Law**” means all transnational, national, federal, state or local laws (statutory, common or otherwise), treaties, conventions, ordinances, codes, rules and regulations of any applicable jurisdiction related to privacy, personal data protection and information security, to the extent such laws, treaties, conventions, ordinances, codes, rules and regulations govern and are binding upon the relevant Party in its performance of its obligations or exercise of its rights under the Agreement.

B. The term “**controller**” means the person or entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Information.

C. The term “**Data Subject**” means the identified or identifiable natural person to whom the Personal Information relates.

D. “**EEA**” means the European Economic Area including the countries that are members of the European Free Trade Association and the then-current, post-accession member states of the European Union, as explained at <https://www.efta.int/eea/eea-agreement/eea-basic-features>.

E. The term “**Personal Information**” means any information relating to a particular natural person (or household, if required by Applicable Law) who: (i) can be identified from such information, (ii) is potentially identifiable from such information either by itself or in combination with any other information, or (iii) can be singled out in connection with such information, including through a unique identifier or through association with a device owned or used by that person. In addition, Personal Information includes other similar categories of data, such as “personal data” and “personally identifiable data.”

F. The term “**Processing**” or “**Process**” means any operation or set of operations which is performed upon Personal Information, whether or not by automatic means, such as access, collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use,

disclosure, transfer (including cross border transfers), dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

G. The term “**processor**” means the person or entity which Processes Personal Information on behalf of the controller.

H. The term “**Security Terms**” means the Security Terms located at <https://sp.qualcomm.com/procurement/securityterms> (as may be updated from time to time).

I. “**Sensitive Personal Information**” is a subset of Personal Information. It includes the special categories of personal data under the Applicable Law of the EEA. It may include (but is not limited to) health-related data, biometric data, financial account data, government-issued ID, children's data, data revealing race, ethnic origin, religious belief or political opinions, precise location data, among other types of data, mishandling of which may cause significant harms to the Data Subject.

III. **Additional Terms**

A. **Security Terms**. These DP Terms are in addition to and, other than as set forth in Section III(B) (Precedence) below, do not replace any data security provisions in the Agreement or the Security Terms. If the Security Terms are not otherwise incorporated into the Agreement, the Security Terms are hereby expressly incorporated by reference into and form an integral part of these DP Terms.

B. **Precedence**. The terms of the Agreement apply in full to these DP Terms. In the event of any conflict or inconsistency between any provision in these DP Terms and any provision in the Agreement or in the Security Terms, the provision in these DP Terms shall take precedence, unless the provision in the Agreement or the Security Terms expressly references and supersedes the conflicting or inconsistent provision in these DP Terms.

C. **Data Processing Details**. If not otherwise specified in the Agreement, upon the request of Qualcomm, the following information will be added as an addendum to the Agreement (collectively, the “**Data Processing Details**”):

- Types of Personal Information to be Processed;
- Categories of Data Subjects (e.g., employees, contractors, consultants, temp workers, customers, users of Qualcomm’s products or services, etc.);
- Country location(s) of Data Subjects;
- Country location(s) where the Personal Information will be Processed (e.g., collected, used, transferred, etc.) or stored, including any sub-processors identified hereunder;
- Description of the Processing activities and purposes of the Processing;
- List of sub-processors (e.g., service providers) used by Supplier in providing the services under the Agreement;
- Additional information specific for cross-border data transfer of EEA, Switzerland and

the United Kingdom

Supplier shall provide the following information as required by the EU Model Clauses (defined in Section IV hereunder) legitimizing the cross-border transfer of Personal Information of residents of EEA, Switzerland and the United Kingdom.

- (i) For the ANNEX I/A of the APPENDIX of the EU Model Clauses: if and to the extent applicable, the Data Protection Officer of Supplier: [name, position and contact details].
- (ii) For the ANNEX I/B of the APPENDIX of the EU Model Clauses: the information set forth above, plus the following information:

If Sensitive Personal Information is transferred,

- (a) the categories of Sensitive Personal Information,
- (b) any additional restrictions, security measures or safeguards to protect it (if any), and
- (c) restrictions for onward transfers (if any).

The frequency of the transfer (e.g., whether the Personal Information is transferred on a one-off or continuous basis);

Purpose(s) of the data transfer and further Processing;

The period for which the Personal Information will be retained, or, if that is not possible, the criteria used to determine that period.

- (iii) For the ANNEX III of the APPENDIX of the EU Model Clauses: where applicable, for sub-processors listed above, below lists their address, contact person's name/position/contact details, and the description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorized).

IV. Privacy and Personal Information Protection

A. **Confidentiality.** Notwithstanding any other confidentiality obligations between the Parties, Personal Information provided by Qualcomm or on behalf of Qualcomm, or otherwise received or collected by Supplier as a result of performing services for Qualcomm under the Agreement and/or these DP Terms, shall be considered Qualcomm's confidential information even in the absence of any designation or marking, and Supplier shall not disclose or provide access to any Personal Information without written instruction from Qualcomm. Supplier shall ensure its personnel and sub-processors authorized to Process Personal Information have committed to confidentiality obligations consistent with these DP Terms or are under an appropriate statutory or other obligation of confidentiality.

B. **Processing Limitations.** Supplier may Process and utilize Personal Information solely to the extent necessary to carry out its obligations under the Agreement and solely in accordance with instructions given by Qualcomm, and no Personal Information shall be Processed unless explicitly

instructed by Qualcomm. The Agreement, the DP Terms and other instructions Qualcomm may provide regarding the Processing of Personal Information constitute the documented instruction of the Processing of Personal Information. Supplier must ensure that any person acting under the authority of Supplier who has access to Personal Information only Processes the Personal Information in accordance with Qualcomm's instructions or as required by law. If Supplier believes it is required by law to access, disclose, or otherwise Process Personal Information in any way that exceeds Qualcomm's instructions, Supplier will, unless specifically prohibited by law, before such Processing, notify Qualcomm of that legal obligation, seek explicit authorization from Qualcomm, and provide Qualcomm the opportunity to intervene or object as appropriate. Further, Supplier and Supplier's authorized personnel, sub-processors, or any other entities engaged by Supplier, shall not create or maintain any data that are derived from Personal Information beyond the purposes of the Agreement.

C. Prohibition on Selling and Limitation on Sharing with Sub-processors. Supplier shall not share or provide access to Personal Information to any third parties (affiliated or unaffiliated), except upon prior written consent of Qualcomm and a written agreement obligating the third party to terms no less restrictive as those outlined in these DP Terms. Qualcomm hereby gives a general authorization to Supplier to share Personal Information with sub-processors specified hereunder strictly for the purposes of providing the services according to the Agreement. Supplier shall: (a) provide Qualcomm with legally required details of the Processing to be undertaken by each sub-processor and keep accurate records of any such Processing; and (b) inform Qualcomm of any replacement or addition of such third parties in order to give Qualcomm an opportunity to object. Supplier and Qualcomm will make a good-faith effort to resolve any of Qualcomm's objection. In the absence of a resolution within a reasonable time, Qualcomm may terminate the portion of the Services which cannot be provided without the third party and will be promptly entitled to a pro-rata refund of the fees thereof. Notwithstanding any prior written consent of Qualcomm, Supplier shall conduct reasonable assessments of such third parties, constantly monitor and supervise their compliance of Applicable Law and contractual obligations, and remain fully liable for any of their performance that causes any breach of the obligations hereunder and any violation of Applicable Law to the same extent as if Supplier caused such breach or violation.

D. California Consumer Privacy Act of 2018. If and to the extent Supplier is Processing any Personal Information as defined by and subject to the California Consumer Privacy Act of 2018 (as may be amended from time to time including but not limited to by the California Privacy Rights Act) ("**CCPA**") ("**California Personal Information**"), the following terms of this paragraph shall apply.

1. For purposes of the CCPA, the Parties acknowledge and agree that Qualcomm is a business (as defined by the CCPA) and Supplier is a service provider (as defined by the CCPA). Supplier hereby certifies that it understands the rules, requirements and definitions of the CCPA, and acknowledges that, except as otherwise contemplated by the Agreement, as required by law, rule, regulation or code of professional conduct, or as provided by the CCPA, including as set forth in CA Civ. Code § 1798.145, Supplier: (i) does not receive from Qualcomm or Process any Personal Information of Qualcomm as consideration for any services or other items that Supplier provides to Qualcomm, (ii) shall not have, derive or exercise any rights or benefits regarding California Personal Information, (iii) may use and disclose California Personal Information solely for the purposes for which such California Personal Information was provided to it, as stipulated in the Agreement and these DP Terms, and (iv) shall not combine Personal Information with other data if and to the extent this would be inconsistent with limitations on service providers under the CCPA.

Supplier further agrees neither to sell or share any California Personal Information nor to take any action that would cause any transfer of California Personal Information to or from Supplier to qualify as “selling personal information,” as the term “sell” is defined in the CCPA.

2. The following amended CCPA provisions shall apply as of January 1, 2023:

- California Personal Information is disclosed by Qualcomm to Supplier for limited and specified purposes;
- Supplier shall comply with applicable obligations under the CCPA and provide the same level of protection to California Personal Information as required by the CCPA;
- Supplier grants Qualcomm rights to take reasonable and appropriate steps to help to ensure that Supplier uses California Personal Information in a manner consistent with Qualcomm’s obligations under the CCPA;
- Supplier shall notify Qualcomm promptly in writing if Supplier makes a determination that Supplier can no longer meet any of Supplier’s obligations under the CCPA;
- Supplier grants Qualcomm the right, upon notice, to take reasonable and appropriate steps to stop and remediate unauthorized use of California Personal Information;
- Supplier acknowledges that Supplier is a “service provider” or “contractor” to Qualcomm as defined under the CCPA;
- Supplier must not “sell” or “share” any California Personal Information as the terms “selling” or “sharing” are defined in the CCPA. Supplier shall refrain from taking any action that would cause any transfers of California Personal Information to or from Supplier to qualify as “selling personal information” or “sharing personal information” under the CCPA;
- Supplier must not retain, use or disclose any California Personal Information for any purpose other than for the business purposes specified in the Agreement, including retaining, using, or disclosing the California Personal Information for a commercial purpose other than the business purposes specified in the Agreement, or as otherwise permitted by the CCPA;
- Supplier must not retain, use, or disclose any California Personal Information outside of its direct business relationship with Qualcomm;
- Supplier must not combine California Personal Information with personal information that Supplier receives from or on behalf of another person or persons, or collects from Supplier’s own interaction with the Data Subject of any California Personal Information, provided that Supplier may do so to perform any business purpose as defined in regulations adopted pursuant to Cal. Civ. Code § 1798.185(a)(10), except as provided for in Cal. Civ. Code §

1798.140(e)(6) and in regulations adopted by the California Privacy Protection Agency;

- With Supplier’s consent, which shall not be unreasonably withheld, Supplier permits Qualcomm to monitor Supplier’s compliance with these rules through measures including, but not limited to, ongoing manual reviews and automated scans, and regular assessments, audits, or other technical and operational testing at least once every twelve (12) months;
- If Supplier engages any other person to assist Supplier in processing California Personal Information for a business purpose on Qualcomm’s behalf, or if any other person engaged by Supplier engages another person to assist in processing California Personal Information for such business purpose, Supplier shall notify Qualcomm of such engagement and the engagement shall be pursuant to a written contract binding the other person to observe all requirements set forth hereunder;
- Supplier certifies that it understands the rules, requirements, and definitions of the CCPA and will comply with the requirements of these CCPA-specific provisions.

3. With respect to California Personal Information, these CCPA-specific terms take precedence over any conflicting data protection commitments Supplier makes to Qualcomm in the DP Terms.

E. Compliance with Laws. Supplier represents and warrants that nothing in Applicable Law prevents it from fulfilling its obligations under the Agreement and these DP Terms, and shall continue to comply with Applicable Law. Supplier will promptly notify Qualcomm of any suspicion or knowledge that Supplier’s Processing of Personal Information may violate Applicable Law. In the event Qualcomm believes that Supplier is not in compliance with any Applicable Law, Qualcomm may notify Supplier of such in writing, in response to which, Supplier shall promptly take measures to be in full compliance. Once such measures have been completed, Supplier shall notify Qualcomm in writing of such.

F. Cross Border Transfers.

1. *Personal Information Exports from the EEA and/or Switzerland.* If Personal Information of residents of EEA and/or Switzerland is to be transferred to a location outside of the EEA and/or Switzerland or Processed by Supplier from a location outside of the EEA and/or Switzerland as applicable (a “**Transfer**”), Supplier and Qualcomm hereby agree that such Transfers shall be effectuated by the Parties under the then current version of the EU Standard Contractual Clauses for transfers currently located at https://commission.europa.eu/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en , as may be modified from time to time by the European Union (the “**EU Model Clauses**”), to the extent that executing such EU Model Clauses is required by Applicable Law, and the EU Model Clauses are hereby incorporated into these DP Terms. Supplier shall complete any incomplete fields in Section III/C (Data Processing Details) of these DP Terms prior to execution of these DP Terms, and provide Qualcomm with any updates to these details as soon as possible. By executing these DP Terms, Supplier and Qualcomm agree to comply with the EU Model Clauses

wherein:

- MODULE ONE “Transfer controller to controller” of the EU Model Clauses shall apply if Qualcomm Transfers Personal Information with respect to which it is a controller and Supplier is a controller of the Transferred Personal Information, whereby Qualcomm shall be deemed the Exporter and Supplier shall be deemed the Importer;
- MODULE TWO “Transfer controller to processor” of the EU Model Clauses shall apply if Qualcomm Transfers Personal Information with respect to which it is a controller and Supplier is a processor of the Transferred Personal Information, whereby Qualcomm shall be deemed the Exporter and Supplier shall be deemed the Importer;
- MODULE THREE “Transfer processor to processor” of the EU Model Clauses shall apply if Qualcomm Transfers Personal Information with respect to which it is a processor and Supplier is Qualcomm’s processor (or sub-processor) of the Transferred Personal Information, whereby Qualcomm shall be deemed the Exporter and Supplier shall be deemed the Importer;
- MODULE FOUR “Transfer processor to controller” of the EU Model Clauses shall apply if Supplier Transfers Personal Information with respect to which it is a processor on behalf of Qualcomm and Qualcomm is a controller of the Transferred Personal Information, whereby Supplier shall be deemed the Exporter and Qualcomm shall be deemed the Importer;
- Clause 7 (Docking clause) of EU Model Clauses shall be in effect;
- unless otherwise specified in the Agreement or the DP Terms, “Option 2: General Written Authorization” is selected for Clause 9 (Use of sub-processors) of MODULES TWO AND THREE, with “30 (thirty) days” as the time period for Supplier to notify Qualcomm, and the “agreed list” of sub-processors as the list shown under Section III/C of these DP Terms;
- “the law of Ireland” is the governing law for the purpose of Clause 17 (Governing law) of the EU Model Clauses;
- “the courts of Ireland” is the chosen forum and jurisdiction for the purpose of Clause 18 (Choice of forum and jurisdiction) of the EU Model Clauses;
- for the ANNEX I/A of the APPENDIX of the EU Model Clauses: The Data Protection Officer of Qualcomm, privacy@qualcomm.com; and the activities relevant to the data transferred under these clauses are described in Section III/C (Data Processing Details) of these DP Terms.
- “Data Protection Commission of Ireland” is identified as the competent supervisory authority for the purpose of the ANNEX I/C of the APPENDIX of the EU Model Clauses, unless the Transfer is exclusively subject to the jurisdiction of another member state supervisory authority where such supervisory authority shall accordingly replace the aforementioned “Data

Protection Commission of Ireland” as the competent supervisory authority;
and

- the Security Terms (as defined above) provide the requisite technical and organizational security measures required for the ANNEX II of the APPENDIX of the EU Model Clauses.

In the event of a conflict between the terms of the EU Model Clauses and any other terms of these DP Terms, the terms of the EU Model Clauses will control.

2. *Personal Information Exports from the United Kingdom (“UK”).* If Personal Information of residents of UK is to be transferred to a location outside of the UK or Processed by Supplier from a location outside of the UK that is subject to the UK law, the Parties agree to be bound by the International Data Transfer Addendum to the EU Model Clauses (the “UK Approved Addendum”) issued by the UK Information Commissioner’s Office (the “ICO”). The UK Approved Addendum is hereby incorporated into these DP Terms, subject to the following specific information as required by the UK Approved Addendum:

- for Part 1 “Tables”

See Clause 17 of Part 2 of the UK Approved Addendum as specified below.

- for Part 2 “Mandatory Clauses”

The clauses under the “Amendments to this Addendum” are hereby incorporated into these DP Terms except the clauses specified below:

Clause 16. The Parties confirm that Clause 17 and/or 18 of the Addendum EU SCCs shall refer to the laws and/or courts of England and Wales. A Data Subject may also bring legal proceedings against the (data) Exporter and/or Importer before any courts of the UK. The Parties agree to submit themselves to the jurisdiction of such courts.

Clause 17. The Parties agree to replacing the format of the information included in Part 1 of the UK Approved Addendum with Section III and Section IV/F of these DP Terms, and that either the Importer or the Exporter may end the UK Approved Addendum in accordance with the termination clause of the Agreement.

3. In the event that the EU Model Clauses or the UK Approved Addendum are modified, amended, invalidated, or otherwise changed during the term of the Agreement, Supplier shall update and/or amend its practices and procedures as required within the applicable timeframe required by law, and promptly provide notice thereof to Qualcomm.

4. *Global Personal Information Transfer.* If, pursuant to the terms of the Agreement, Personal Information shall be transferred outside of the country of the Data Subject whose Personal Information is collected but the above clauses are not applicable, the Parties shall comply with: (i) all Applicable Laws; and (ii) applicable data transfer obligations as follows:

- to the extent that the jurisdiction of the data exporter is not located in the EEA or UK and Applicable Law requires and permits to adopt the EU Model Clauses for such transfer, the EU Model Clauses shall be hereby incorporated into these DP Terms and deemed to be amended to the extent necessary (e.g., to remove references to the European Union and its laws and replace such references with the jurisdiction of the data exporter and that jurisdiction's Applicable Law). In the event of any inconsistency between the terms of the EU Model Clauses and any terms of these DP Terms, these DP Terms shall govern and control unless otherwise specified by Applicable Law;
- to the extent that the jurisdiction of the data exporter is not located in the EEA or UK, Applicable Law requires a EU Model Clauses-equivalent mechanism for such transfer, and the EU Model Clauses cannot directly apply, the EU Model Clauses-equivalent mechanism as permitted under Applicable Law shall apply and be hereby incorporated into these DP Terms (e.g., the version of the standard contractual clauses as required by Applicable Law of the People's Republic of China), and additionally required details of data processing shall refer to related clauses of the Agreement, these DP Terms, and/or the Security Terms;
- to the extent that Applicable Law permits, a regional cross-border data transfer mechanism (e.g., the Cross-Border Privacy Rules Systems of the Asia Pacific Economic Cooperation) as permitted under Applicable Law shall apply;
- to the extent that Applicable Law permits, global corporate standards (e.g., binding corporate rules) as permitted under Applicable Law;
- otherwise, the Parties shall negotiate in good faith to reach a mutually acceptable solution to ensure the compliance with law; and/or
- Qualcomm may amend these DP Terms as strictly required by Applicable Law, court order or regulatory guidance in accordance with Section VII hereunder.

If Personal Information is to be exported by Supplier, Supplier agrees to adopt and maintain such valid system to ensure the compliance with law, only Process Personal Information for the purposes under the Agreement and these DP Terms, and provide adequate precautionary assurances of data protection in pursuance of the Agreement, these DP Terms and the Applicable Law.

5. *Response to Data Localization Requirements.* If the Applicable Law requires localization of Personal Information Processing that may impact the purpose of the Agreement, Supplier shall promptly disclose to Qualcomm if Supplier is unable to comply with such data localization requirement. Supplier shall make best efforts to minimize any negative impact that will be existing or reasonably foreseeable due to such data localization requirements. If Personal Information is to be exported by Supplier and Supplier is no longer able to comply with the requirements or agreements that initially facilitate the Transfer, Supplier shall promptly notify Qualcomm, and if required by Applicable Law,

immediately stop the Processing of Personal Information, until such time as Supplier is able to fully comply with the foregoing requirements or agreements.

G. Assistance. Supplier shall provide Qualcomm with assistance regarding Qualcomm's reasonable requests in:

1. providing the Data Subject with access to the Personal Information that Supplier holds to enable the Data Subject to promptly rectify, complete, amend, delete, or erase any Personal Information as applicable or exercise any other rights granted by Applicable Law;
2. restricting any Processing of Personal Information with respect to certain identified Data Subjects;
3. certifying to Data Subjects that their Personal Information has been rectified, completed, amended, deleted, erased, or restricted as applicable;
4. providing a copy of the Personal Information to the requesting applicable Data Subjects in a structured, commonly used and machine-readable format;
5. assessing the appropriate level of security and implementing appropriate technical and organizational measures to ensure a level of security appropriate to the risks including such measures as described in the section of Technical and Operational Security Measures below;
6. notifying Data Subjects and/or applicable regulatory authorities as may be required under Applicable Law, including in the event of an Incident (as specified in the section of Incident below);
7. assessing the privacy impacts of the proposed data Processing and, as may be applicable, consulting with regulatory authorities and obtaining any necessary regulatory approvals; and
8. making available all information necessary to demonstrate compliance with obligations under Applicable Law including allowing for and contributing to audits as set forth in the section of Audits Rights below.

H. Third Party Beneficiaries. To the extent that any Data Subjects are residents of the EEA, Switzerland, UK or any other country affording similar rights, the applicable Data Subjects shall be third party beneficiaries of these DP Terms with a right to directly enforce these DP Terms against Supplier under the laws of the jurisdiction in which the Data Subjects reside.

I. Training. Supplier shall periodically provide those employees, consultants, and any approved third parties (affiliated or not) that Process Personal Information under the Agreement with training on how to Process Personal Information in accordance with Applicable Law and these DP Terms.

J. Duty to Notify. Supplier shall promptly notify Qualcomm about any communications, complaints, or inquiries from Data Subjects (regardless of where the Data Subject is located), press, or any legal or regulatory authority regarding Processing of Personal Information by Supplier, and

any requests for Personal Information from law enforcement or government, and Supplier shall further provide all reasonable assistance to Qualcomm in responding to all such communications, complaints, inquires, or requests. If, at any time, Supplier believes that any instruction from Qualcomm violates Applicable Law, Supplier shall promptly inform Qualcomm.

Supplier shall have established internal procedures enabling it to promptly notify and respond to Qualcomm regarding to such notification duties.

K. Audit Rights. Supplier shall, upon request, make available to Qualcomm all information necessary to verify compliance with these DP Terms and Applicable Law, and shall cooperate with and contribute to such audit requests. The details are described or shall be referred to in the security provisions in the Agreement and/or the Security Terms. In addition, upon request by Qualcomm, Supplier shall provide a written certification by an authorized officer of Supplier to certify that Supplier is compliant with any and all of these DP Terms as directed by Qualcomm.

L. Incident. If an Incident (as defined in the Security Terms) involves Personal Information, Supplier shall comply with all other notification and remediation provisions set forth in the Agreement and/or the Security Terms, including the duties of Supplier to take prompt actions to mitigate, remediate and report to Qualcomm regarding any data breach relating to Personal Information. In the event any Incident by Supplier or its sub-processors requires notification to a Data Subject or regulator under Applicable Law, Supplier agrees that, at Qualcomm's election, either: (i) Supplier shall draft and send the notification meeting Qualcomm's requirements, or (ii) Qualcomm may draft the notification and has the right to name Supplier as responsible for the Breach. The Parties shall collaborate in good faith on the provision, content, timing and method of such notifications, provided, however, that the foregoing shall not prohibit either Party from complying with Applicable Law or applicable codes of professional responsibility. Supplier will promptly reimburse Qualcomm for the costs and expenses incurred as a result of the Incident, including but not limited to, notice, print and mailing costs, the costs for call center services, and the costs of obtaining credit monitoring services and identity theft insurance for the individuals whose Personal Information was or may have been compromised.

Supplier shall not make any public announcements relating to such Breach without Qualcomm's prior written approval.

V. Technical and Operational Security Measures

In addition to the technical and operational security measures in the Security Terms, Supplier shall maintain additional operational and technological processes and procedures to protect Personal Information as required by Applicable Law (which may include, but is not limited to, the pseudonymization and encryption of Personal Information). At the request of Qualcomm, Supplier shall produce to Qualcomm evidence that Supplier has complied with and continues to comply with such security requirements and as may be required by any competent independent public authority, including, without limitation, a supervisory authority under Applicable Law. Supplier acknowledges that security requirements and risks are constantly changing, and that effective security requires frequent monitoring and constant improvement. Supplier is therefore obliged to continuously monitor and update its security measures to maintain compliance with the requirements hereunder.

VI. Term & Termination

Supplier shall promptly and properly erase and/or destroy Personal Information in accordance with

Qualcomm's data retention schedule or similar policies as provided by Qualcomm, and as instructed by these DP Terms and the Security Terms.

Notwithstanding anything in the Agreement to the contrary, these DP Terms will take effect on the effective date of the Agreement (or, where applicable, the amendment effective date to the Agreement to which these DP Terms are attached), and will remain in effect until the later of (i) the deletion or return of Personal Information as required in the Security Terms or the Agreement (as applicable) by Supplier and its sub-processors and (ii) the termination or expiration of the Agreement. For the avoidance of doubt, regardless of the termination or expiration of the Agreement, these DP Terms shall survive so long as Supplier or its sub-processors remain in possession, custody, or control of Personal Information.

VII. Updates to the Data Processing Terms.

Qualcomm reserves the right to change these DP Terms where such change is required by Applicable Law, court order or regulatory guidance. Qualcomm shall inform Supplier of such changes by way of email notification (using the email address specified in the Notices section of the Agreement or such other email address used by Qualcomm when issuing purchase orders) and give Supplier an opportunity to object within thirty (30) days from the delivery of such notice of change. Supplier and Qualcomm will, in good-faith, resolve any Supplier's objections raised by Supplier. Unless Supplier has requested any aforementioned objection as set forth in this paragraph from Qualcomm, the changes to these DP Terms shall become effective thirty (30) days from the date Qualcomm notifies Supplier of such changes (or such earlier period as required by the Applicable Law, court order, or guidance issued by a governmental regulator).