

## SCHEDULE A

### DATA ACCESS AND RIGHTS

Collection and Ownership. Buyer acknowledges “Collected Data” may be collected by and from one or more Goods installed or located at Buyer’s premises, including location(s) owned, occupied or otherwise under control of Buyer. If Buyer has ownership rights to one or more of the Goods, Buyer owns and retains full access and rights to the Collected Data, or if resold by a field service provider the end-user acquires full access and right as Licensor (and be classified as Licensor herein and hereafter). If Seller owns one or more of the Goods, notwithstanding the Goods being located on Buyer’s premises, Seller shall own and retain full access and rights to the Collected Data. If Collected Data is obtained from third-party devices for use in or with Goods, such data shall belong to both parties for use in accordance with this contract and be considered Collected Data.

Use and Access. Each of the parties shall have access to the Collected Data of the other party and any third-party devices. However, for avoidance of doubt, Seller may not, either directly or indirectly, sell or share Buyer owned Collected Data with any third parties, except as allowed herein, without the prior consent of Buyer. Seller may share Collected Data with any of its affiliates meaning any entity controlling, controlled by, or under common control with Seller. Buyer may sell or share Buyer owned Collected Data to third parties without the consent of Seller. Unless mutually agreed upon by the parties, in no event may a party sell or share with any third-party data owned by the other party. Seller’s use of the Collected Data may be used for any purposes including, without limitation, improving the Goods, and developing, improving, and selling new Goods, including those offered to third parties. Notwithstanding anything herein to the contrary, (i) Buyer may not access Collected Data, including data owned by Buyer, which is stored in or on any system operated by or for Seller if Buyer no longer has the rights to access such system; and (ii) Seller is not obligated and Buyer may not under any circumstances require Seller to delete or cease using Collected Data, including that owned by Buyer, for any purpose allowed hereunder even in the case where Buyer is no longer using the Goods or Services which collected or used the Collected Data.

Anonymization and Aggregation. Buyer hereby agrees Seller and its successors and assigns may collect, use, publish, disseminate, sell, transfer, create derivative works based on, and otherwise exploit the Collected Data if such data has been anonymized by Seller or its designee. Anonymized Collected Data may also be aggregated (“Aggregate Data”). Anonymized Collected Data and Aggregate Data shall not identify Buyer, any user, or any individual. Anonymized Collected Data and Aggregate Data in any form may be used by Seller for any lawful purpose. Seller is the sole owner of all right, title, and interest in and to the Anonymized Collected Data and Aggregate Data, as well as any conclusions, impressions, understandings, insights, process improvements, or other information or inventions (collectively “Analytics”) derived, extracted, or otherwise obtained by Seller from the Collected Data, Anonymized Collected Data, and Aggregate Data, and all intellectual property rights therein.

Combination. Anonymized User Data, Aggregate Data and data obtained from other sources may be combined (“Combined Data”) either by Seller or by a third-party data analysis vendor and stored either at a Seller controlled repository or a third-party repository in any form of structured, raw, or other data format. Combined Data in any form may be used by Seller for any lawful purpose. Seller is the sole owner of all right, title, and interest in and to the Combined Data and any Analytics derived, extracted, or otherwise obtained by Seller from the Combined Data, and all intellectual property rights therein, including the right to collect, use, publish, disseminate, sell, transfer, create derivative works based on, and otherwise exploit the Combined Data and Analytics.

Transport, Security and Storage. Save for data collected and transported directly from a sensor, any Collected Data, Aggregate Data or Combined Data transported by Seller to a remote or third-party vendor site, Seller shall take commercially reasonable steps to ensure transport of the data is securely undertaken, including the use of various encryption technologies and other security measures. Further security shall include maintaining adequate physical controls and password protections for any server or system on which data is stored and any other measures reasonably necessary to prevent any use or disclosure of data other than as allowed under this contract.

Affiliation. Buyer hereby agrees if Seller is divested, sold, separated, or otherwise no longer affiliated with, or under common control of, its parent Seller, a copy of all data including User Data, Aggregate Data and Combined Data shall remain with the parent Seller along with all the same rights, title and obligations as Seller as set forth herein.

Data Loss. Buyer is solely responsible for its data and must back up its data before Seller or a third party performs any remedial, repair, upgrade, or other work on Buyer systems, including any Goods. If applicable law prohibits exclusion of liability for lost data, then Seller will only be liable for the cost of the typical effort to recover the lost data from Buyer's last available back up.

Personal Information and PHI. Buyer represents that the use for Goods purchased hereunder does not require the Seller to process any Personal Information or PHI on behalf of Buyer in connection with the Agreement. Buyer shall not provide, disclose, or transfer any Personal Information or PHI to the Company in connection with the Agreement. As used herein, "Personal Information" means any information that identifies or, alone or in combination with any other information, could reasonably be used to identify an individual, including name, address, telephone number, e-mail address, Social Security Number, credit or debit card number, bank information, biometric data, medical or health information, or any other information that is considered "personally identifiable information," "personal information," or "personal data" under applicable law. "PHI" means protected health information as defined in the U.S. Health Insurance Portability and Accountability Act of 1996.

Buyer represents and warrants that Buyer has all right, title, and interest in and to, or the right to provide, the Collected Data necessary for the use of such Collected Data by Seller as set forth in this agreement. Buyer represents, warrants, and agrees to indemnify, hold harmless, and defend Seller and its affiliates and subsidiaries, and their officers, directors, employees, and agents, from and against all claims, liabilities, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs of suit, arising out of or in connection with any claims arising from or relating to the Collected Data.