

APPENDIX A to the Data Processing Agreement
SERVICE DETAILS – Arduino

This document is an integral part of the Data Processing Agreement (“DPA”) available [here](#). The capitalized terms hereof shall have the meanings set forth in the DPA.

SERVICE NAME:

Arduino-branded services as specified in Arduino [Terms and Conditions](#)

DESCRIPTION OF SERVICE:

As described on www.arduino.cc and its subsites, in relevant Arduino Terms and Conditions and/or other underlying agreement (if applicable) (collectively, the “Agreement”), and/or account registration or payment pages

LIST OF PARTIES:

Data exporter(s)

Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the EU

Name: The Customer(s) who are identified are indicated in the Agreement, account registration or payment pages

Address: The Customer address(es) may be identified in the Agreement, account registration or payment pages

Contact person’s name, position and contact details: The Customer contact(s) may be identified in the Agreement, account registration or payment pages

Activities relevant to the Customer Personal Data transferred under the EU SCCs: Customer has engaged Provider to provide the Services described on www.arduino.cc and its subsites, in the Agreement (if applicable), account registration or payment pages

Signature and date: See the Agreement

Role (Controller/Processor): Controller

Data importer(s)

Identity and contact details of the data importer(s), including any contact person with responsibility for data protection

Name: The Provider(s) identified in the Agreement

Address: The Provider address(es) as identified in the Agreement

Contact person’s name, position and contact details: Available at qualcomm.com/privacy or by emailing privacy@qualcomm.com

Activities relevant to the Personal Data transferred under the EU SCCs: Provider has been engaged by Customer to provide the Services described on www.arduino.cc and its subsites, in the Agreement (if applicable) or payment pages

Signature and date: See the Agreement

Role (Controller/Processor): Processor

DESCRIPTION OF PROCESSING:

Categories of Data Subjects whose Personal Data is transferred or otherwise Processed

As determined by the data exporter. Data subjects may include data exporter employees, customers, and contractors/vendors, and third-party data subjects whose personal data was obtained by data exporter from third parties.

Categories of Personal Data transferred or otherwise Processed

As determined by the data exporter. Personal data may include geolocation, and accelerometer information.

Sensitive data (as defined by the EU SCCs) transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

The Arduino Terms and Conditions prohibit Customer from providing sensitive data.

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

As determined by the data exporter, which can upload personal data to the Service on a one-off, occasional, regular or continual basis, depending on the data exporter's requirements for use of the Service.

Nature and purpose(s) of the Processing, including the transfer and further Processing

Modules 2 (controller to processor) and 3 (processor to processor): Provider may Process Customer Personal Data (i) to provide, manage, test, maintain and enhance the Service to Customer, (ii) to test, maintain, support, and secure the systems in connection with the provision of the Service, (iii) to prevent, detect, or investigate data security incidents or protect against malicious, deceptive, fraudulent or illegal activity, and (iv) to aggregate, anonymize or de-identify the data such that it cannot be used to identify a Data Subject.

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

As determined by the Agreement, or as described in the [Arduino Privacy Policy](#).

For transfers to Sub-Processors, also specify subject matter, nature and duration of the Processing

For subject matter and nature, see Sub-processors below. Duration is as determined by the Agreement, or as described in the Arduino Privacy Policy.

BUSINESS PURPOSES FOR PROCESSING CALIFORNIA PERSONAL INFORMATION, IF APPLICABLE:

Business purposes include:

- Helping to ensure security and integrity, to the extent the use of the California resident's personal information is reasonably necessary and proportionate for these purposes.
- Debugging to identify and repair errors that impair existing intended functionality of the Services.
- Performing the Services on behalf of the Customer, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing analytic services, providing storage, or providing similar services on behalf of the Customer.
- Undertaking internal research for technological development and demonstration.
- Undertaking activities to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by the Customer, and to improve, upgrade, or enhance the service or device that is owned, manufactured, manufactured for, or controlled by the Customer.

INFORMATION FOR BRAZIL STANDARD CONTRACTUAL CLAUSES, IF APPLICABLE:

If applicable, Customer shall provide the following information to Provider.

Clause 4.1: Where Option B applies because Customer is acting as a processor to process personal data on behalf of a third-party controller, Customer shall submit the following information to the Provider:

Identification information of the Third-Party Controller:

Name:

Qualification:

Main address:

E-mail address:

Contact for the Data Subject:

ADDITIONAL TERMS, IF APPLICABLE:

N/A

SUPERVISORY AUTHORITY:

As referenced in Exhibit 2 of the DPA.

SUB-PROCESSORS:

Customer has provided general written consent to engage Sub-processors as listed in this list: [Third party services | Arduino](#).

PROVIDER'S AFFILIATES:

In addition to the Sub-processors listed above, Provider may engage direct and indirect subsidiaries of Qualcomm Incorporated as Sub-processors to Process Personal Data in accordance with the Agreement. The most recent list is available [here](#).

APPLICABLE TECHNICAL AND ORGANIZATIONAL MEASURES

Provider maintains a security program that includes policies, procedures and controls that govern the handling of data through its managed information technology systems (the "Program") with the intent to provide commercially reasonable and appropriate protection of Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. The Program may include the following types of security-related measures, as appropriate:

1. Physical site operations security such as measures designed to prevent unauthorized persons from gaining access to restricted areas;
2. Identity and Access Management measures to assist in configuration of appropriate access to data;
3. Integrity, Availability and Resilience of Processing System measures such as communications and operations security processes and controls, software development practices, third-party management (as relevant), vulnerability management in line with company policy and business continuity and/or system resilience and redundancy plans; and
4. Incident response management.

The Program is subject to progress and further development. Provider reserves the right to modify these technical and organizational measures, provided that modifications do not substantially degrade the security of in scope operations and information systems.