Data Processing Addendum

This Data Processing Addendum ("**Addendum**") is between Simplesat LLC ("**Simplesat**") acting on its own behalf and as agent for each Simplesat Affiliate (as defined below) and the business entity or person identified on the applicable Order Form (as hereinafter defined)("**Customer**") acting on its own behalf and as agent for each Customer Affiliate; and is incorporated into the Terms of Service ("**Agreement**") between Simplesat and Customer. This Addendum will become effective on the earlier of the date Customer first uses or accesses the Service, or accepts this Addendum or the Agreement or any online registration, quote, Order (as such term is defined in the Agreement), or other order processed on or through the Site or Service (each an "**Order Form**"), which Agreement or Order Form incorporates this Addendum by reference (the "**Addendum Effective Date**").

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalized terms not otherwise defined herein shall have the respective meanings given to them in the Agreement. Except as modified below, the terms of the Agreement shall remain in full force and effect.

Should you require an executed and signed version of this Addendum, please email support@simplesat.io.

The parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Agreement. The following obligations shall only apply to the extent required by Data Protection Laws (as defined below) with regard to the relevant Customer Personal Data (as defined below), if applicable.

1. Definitions.

1.1. "**Affiliate**" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with either Customer or Simplesat respectively, where "control" is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract, or otherwise and where "ownership" is defined as the beneficial ownership of at least fifty (50%) of the voting securities of the entity.

1.2. "**Controller**," "**Processor**," "**Data Subject**," "**Processing**," "**Supervisory Authority**," "**Personal Data Breach**," and "**Special Categories of Personal Data**" shall have the same meaning as in the applicable Data Protection Laws.

1.3. "**Customer Personal Data**" means Personal Data received from or on behalf of the Customer that is covered by Data Protection Laws.

1.4. "**Data Protection Laws**" means all applicable laws relating to the privacy or security of Personal Data, including without limitation: (a) European Data Protection Laws; (b) UK Data Protection Laws; (c) the California Consumer Privacy Act of 2018, Cal. Civ. Code §§ 1798.100 et. seq., and its implementing regulations (as amended from time to time, the "**CCPA**"); (d) the Canada Personal Information Protection and Electronics Documents Act ("**PIPEDA**"); and (e) the Brazilian Data Protection Act ("**LGPD**").

1.5. "**European Data Protection Laws**" means all laws relating to data protection, the Processing of Personal Data, privacy, or electronic communications in force from time to time in the European Economic Area ("**EEA**") or Switzerland, including the General

Data Protection Regulation (Regulation (EU) 2016/679) ("**GDPR**"), and the Swiss Federal Act on Data Protection ("**FADP**").

1.6. "**Personal Data**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household.

1.7. "**Standard Contractual Clauses**" means the European Commission's decision (C(2021)3972) of 4 June 2021 on Standard Contractual Clauses (Module Two: Controller to Processor or Module Three: Processor to Processor, as applicable) for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/678 (available at: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX:32021D0914&locale=en) , which are incorporated into this Addendum by reference. The parties agree that the details of **Exhibit 1** shall be used to complete the Annexes of the Standard Contractual Clauses.

1.8. "**Subprocessor**" means any Processor (including any third party and any Simplesat Affiliate) appointed by Simplesat to Process Customer Personal Data on behalf of Customer or any Customer Affiliate.

1.9. "**UK Data Protection Laws**" means all laws relating to data protection, the Processing of Personal Data, privacy, or electronic communications in force from time to time in the United Kingdom ("**UK**"), including the United Kingdom General Data Protection Regulation, as it forms part of the law of the United Kingdom by virtue of Section 3 of the European Union (Withdrawal) Act 2018 ("**UK GDPR**") and the Data Protection Act 2018.

2. Data Processing Terms. While providing the Service to Customer and Customer Affiliates pursuant to the Agreement, Simplesat and Simplesat Affiliates may Process Customer Personal Data on behalf of Customer or any Customer Affiliate as per the terms of this Addendum. Simplesat agrees to comply with the following provisions with respect to any Customer Personal Data submitted by or for Customer or any Customer Affiliate to the Service or otherwise collected and Processed by or for Customer or any Customer Affiliate by Simplesat or any Simplesat Affiliate. Simplesat shall only retain, use, or disclose Customer Personal Data as necessary for Simplesat's performance of its obligations under the Agreement and only in accordance with Customer's instructions. Simplesat shall not sell any Customer Personal Data as the term "selling" is defined in the CCPA. Simplesat shall not take any action that would cause any transfers of Customer Personal Data to or from Simplesat to qualify as "selling personal information" under the CCPA.

3. Processing of Customer Personal Data. Simplesat shall not Process Customer Personal Data other than on Customer's documented instructions unless Processing is required by Data Protection Laws to which Simplesat is subject, in which case Simplesat shall to the extent permitted by Data Protection Laws inform Customer of that legal requirement before Processing Customer Personal Data. For the avoidance of doubt, the Agreement, including any Processing reasonably necessary and proportionate to achieve the business purpose outlined in the Agreement, and any related SOW entered into by Customer shall constitute documented instructions for the purposes of this Addendum. Customer is solely responsible for the accuracy of Customer Personal Data and the legality of the means by which Customer acquires Customer Personal Data. Customer shall be responsible for: (1) giving adequate notice and making all appropriate disclosures to Data Subjects regarding Customer's use and disclosure and Simplesat's

Processing of Customer Personal Data; and (2) obtaining all necessary rights, and, where applicable, all appropriate and valid consents to disclose such Customer Personal Data to Simplesat and to permit the Processing of such Customer Personal Data by Simplesat for the purposes of performing Simplesat's obligations under the Agreement or as may be required by Data Protection Laws. Customer shall notify Simplesat of any changes in, or revocation of, the permission to use, disclose, or otherwise process Customer Personal Data that would impact Simplesat's ability to comply with the Agreement, or Data Protection Laws.

4. **Confidentiality.** Simplesat shall take reasonable steps to ensure that individuals that process Customer Personal Data are subject to obligations of confidentiality or are under an appropriate statutory obligation of confidentiality.

5. **Security.** Taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Simplesat shall in relation to Customer Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including, at a minimum, those security practices described in **Exhibit 2** and those specified at https://www.simplesat.io/data-security-overview/, as updated from time to time. Customer acknowledges that, through its users, Customer: (1) controls the type and substance of Customer Personal Data; and (b) sets user permissions to access Customer Personal Data; and therefore, Customer is responsible for reviewing and evaluating whether the documented functionality of the Service meets Customer's required security obligations relating to Customer Personal Data under Data Protection Laws.

6. **Subprocessing.** Simplesat may engage Subprocessors in connection with the provision of the Service, provided that: (1) Simplesat has entered into a written agreement with each Subprocessor containing data protection obligations not less protective than those in this Addendum with respect to the protection of Customer Personal Data to the extent applicable to the nature of the Service provided by such Subprocessor; and (2) Simplesat shall be liable for the acts and omissions of its Subprocessors to the same extent Simplesat would be liable if performing the Service of each Subprocessor directly under the terms of this Addendum. Simplesat's current list of Subprocessors for the Service is available at www.simplesat.io/subprocessors ("**Subprocessor List**"), which Customer hereby approves and authorizes. Simplesat may engage additional Subprocessors as Simplesat considers reasonably appropriate for the processing of Customer Personal Data in accordance with this Addendum, provided that Simplesat shall notify Customer of the addition or replacement of Subprocessors through a mechanism, accessible within the Subprocessor List, by which Customer may subscribe to notifications of new Subprocessors (the "**Subprocessor Notification Mechanism**"). If Customer does not subscribe to receive notifications through the Subprocessor Notification Mechanism, Customer shall be deemed to have waived its right to receive notification of new Subprocessors and Customer shall be responsible for periodically checking the Subprocessor List to remain informed of Simplesat's current list of Subprocessors. Customer may, on reasonable grounds, object to a new Subprocessor by notifying Simplesat in writing within 10 days of Simplesat updating the Subprocessor List, giving reasons for Customer's objection. Customer's failure to object within such 10-day period shall be deemed Customer's waiver of its right to object to Simplesat's use of such new Subprocessor added to the Subprocessor List. In the event Customer objects to a new Subprocessor, Simplesat will use reasonable efforts to make available to Customer a change in the Service or recommend a commercially reasonable change to Customer's configuration or use of the Service to avoid Processing of Customer Personal Data by the objected to new Subprocessor

without unreasonably burdening Customer. If Simplesat is unable to make available such change within a reasonable period of time, which shall not exceed 30 days, Customer may terminate, as Customer's sole and exclusive remedy, the portion of the Agreement with respect only to the Service (or portion thereof) which cannot be provided by Simplesat without the use of the objected to new Subprocessor by providing written notice to Simplesat.

7. **Data Subject Rights.** Simplesat shall promptly notify Customer if it receives a request from a Data Subject under any Data Protection Laws with respect to Customer Personal Data. In the event that any Data Subject exercises any of its rights under the Data Protection Laws in relation to Customer Personal Data and to the extent that Customer is unable to act on such request on its own, Simplesat shall use reasonable commercial efforts to assist Customer in fulfilling its obligations as Controller following written request from Customer, provided that Simplesat may charge Customer on a time and materials basis in the event that Simplesat considers, in its reasonable discretion, that such assistance is onerous, complex, frequent, or time consuming.

8. **Personal Data Breach.** In the event of a Personal Data Breach, Simplesat will notify Customer without undue delay after becoming aware of the Personal Data Breach. Such notification may be delivered to an email address provided by Customer or by direct communication (for example, by phone call or an in-person meeting). Customer is solely responsible for ensuring that the appropriate notification contact details are current and valid. Simplesat will take reasonable steps to provide Customer with information available to Simplesat that Customer may reasonably require to comply with its obligations as Controller to notify impacted Data Subjects or Supervisory Authorities.

9. **Data Protection Impact Assessment and Prior Consultation.** In the event that Customer considers that the Processing of Customer Personal Data requires a privacy impact assessment to be undertaken or requires assistance with any prior consultations to any Supervisory Authority of Customer, following written request from Customer, Simplesat shall use reasonable commercial efforts to provide relevant information and assistance to Customer to fulfil such request, provided that Simplesat may charge Customer on a time and materials basis in the event that Simplesat considers, in its reasonable discretion, that such assistance is onerous, complex, frequent, or time consuming.

10. **Deletion or Return of Customer Personal Data**. Unless otherwise required by applicable Data Protection Laws, following termination or expiration of the Agreement Simplesat shall, at Customer's option, delete or return all Customer Personal Data and all copies thereof to Customer. Any data deleted may remain in immutable electronic backups maintained by Simplesat used purely for backup, disaster recovery, and data protection purposes for up to an additional 90 days beyond any such deletion or disposition.

11. **Relevant Records and Audit Rights.** Simplesat shall make available to Customer on request all information reasonably necessary to demonstrate compliance with this Addendum and allow for and contribute to audits, including inspections by Customer or an auditor mandated by Customer, not being competitors of Simplesat ("**Mandated Auditor**") of any premises where the Processing of Customer Personal Data takes place in order to assess compliance with this Addendum (a "**Customer Audit**"). Simplesat shall provide reasonable cooperation to Customer with respect to a Customer Audit. Simplesat shall promptly inform Customer if, in its opinion, a Customer Audit infringes the Data Protection Laws or any other confidentiality obligations with Simplesat's other customers. Customer agrees that: (1) each Customer Audit may only occur during normal business hours, and where possible only after reasonable notice to Simplesat (not less than 20

days' advance written notice); (2) each Customer Audit will be conducted in a manner that does not have any adverse impact on Simplesat's normal business operations; (3) Customer and any Mandated Auditor will comply with Simplesat's standard safety, confidentiality, and security procedures in conducting any Customer Audit; and (4) any records, data, or information accessed by Customer or any Mandated Auditor in the performance of any Customer Audit will be deemed to be the Confidential Information of Simplesat. To the extent any Customer Audit incurs, in the aggregate, in excess of 10 hours of Simplesat's or Simplesat Affiliates' personnel time, Simplesat may charge Customer on a time and materials basis for any such excess hours.

12. Transfers From the EEA, UK, or Switzerland. With respect to any transfers of Customer Personal Data originating from the EEA, UK, or Switzerland to Simplesat in a country or territory not recognized as providing an adequate level of protection for Personal Data (within the meaning of applicable Data Protection Laws), and such transfer is not subject to an alternative adequate transfer mechanism under Data Protection Laws, the parties agree to comply with the relevant terms of the Standard Contractual Clauses. In accordance with Clause 2 of the Standard Contractual Clauses, the parties wish to supplement the Standard Contractual Clauses with additional commercial clauses, which shall neither be interpreted nor applied in such a way as to contradict the Standard Contractual Clauses (whether directly or indirectly) or to prejudice the fundamental rights and freedoms of Data Subjects. Simplesat (as "data importer") and Customer (as "data exporter") therefore agree that the applicable terms of the Agreement and this Addendum shall apply if, and to the extent that, they are permitted under the Standard Contractual Clauses, including without limitation the following:

12.1 Instructions. The instructions described in Clause 8.1(a) of the Standard Contractual Clauses are as set forth in Section 3 of this Addendum.

12.2 Copies of Clauses. In the event a Data Subject requests a copy of the Standard Contractual Clauses or this Addendum in accordance with Clause 8.3 of the Standard Contractual Clauses, data exporter shall make all redactions reasonably necessary to protect business secrets or other confidential information of data importer.

12.3 Certification of Deletion. Certification of deletion of Customer Personal Data under Clause 8.5 and Clause 16(d) of the Standard Contractual Clauses shall be provided upon the written request of data exporter.

12.4 Onward Transfer Implementation. Data importer shall be deemed in compliance with Clause 8.8 of the Standard Contractual Clauses to the extent such onward transfers occur in accordance with Article 4 of the Commission Implementing Decision (EU) 2021/914 of 4 June 2021.

12.5 Audits and Certifications. Any information requests or audits provided for in Clause 8.9 of the Standard Contractual Clauses shall be fulfilled in accordance with Section 11 of this Addendum.

12.6 Engagement of New Subprocessors. Pursuant to Clause 9(a) Option 2 of the Standard Contractual Clauses, data exporter agrees that data importer may engage new Subprocessors as described in Section 6 of this Addendum. With respect to Clause 9 of the Standard Contractual Clauses, the parties select the time period set forth in Section 6 of this Addendum.

12.7 Liability. The Sections of the Agreement titled "Indemnification" and "Limitation of Liability", Section 6 of this Addendum, and any other relevant Sections of the

Agreement which govern indemnification and limitation of liability, shall apply to data importer's liability under Clause 12(a), 12(d), and 12(f) of the Standard Contractual Clauses.

12.8 Supervisory Authority. For purposes of Clause 13 of the Standard Contractual Clauses, the parties agree that the supervisory authority shall be The Irish Supervisory Authority - The Data Protection Commission, unless otherwise agreed by the parties as mandated by the established rules of selection of the relevant supervisory authority.

12.9 Governing Law. With respect to Clause 17 of the Standard Contractual Clauses, the parties select the law of Ireland.

12.10 Choice of Forum and Jurisdiction. With respect to Clause 18 of the Standard Contractual Clauses, the parties agree that any dispute arising from the Standard Contractual Clauses shall be resolved by the courts of Ireland.

12.11 Transfers from the UK. With respect to transfers of Customer Personal Data originating from the UK, the parties acknowledge and agree that the Standard Contractual Clauses as modified by this Section shall be read and interpreted in light of the provisions of UK Data Protection Laws, and so that this Section provides the appropriate safeguards as required by Article 46 of the UK GDPR: (a) Clause 6 is replaced with: "The details of the transfers and in particular the categories of personal data that are transferred and the purposes for which they are transferred are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter's processing when making that transfer"; (b) references to "Regulation (EU) 2016/679" or "that Regulation" are replaced by "UK Data Protection Laws" and references to specific Articles of "Regulation (EU) 2016/679" are replaced with the equivalent Article or Section of the UK Data Protection Laws; (c) references to "Regulation (EU) 2018/1725" are removed; (d) references to the "Union", "EU", and "EU Member State" are all replaced with the "UK"; (e) Clause 13(a) and Annex I.C are not used; (f) the "competent supervisory authority" is the Information Commissioner's Office (ICO) of the United Kingdom; (g) Clause 17 is replaced to state "These Clauses are governed by the laws of England and Wales"; (h) Clause 18 is replaced to state "Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A Data Subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The parties agree to submit themselves to the jurisdiction of such courts."; and (i) the footnotes to the Clauses shall not apply to the Standard Contractual Clauses as modified by this Section.

12.12 Transfers from Switzerland. With respect to transfers of Customer Personal Data originating from Switzerland: (a) the term "member state" as used in the Standard Contractual Clauses shall not be interpreted in such a way as to exclude Data Subjects in Switzerland from suing for their rights in their place of habitual residence in accordance with Clause 18(c) of the Standard Contractual Clauses; (b) the Standard Contractual Clauses shall also protect the data of legal entities until the entry into force of the revised Swiss FADP on or about 1 January 2023; (c) references to the GDPR or other governing law contained in the Standard Contractual Clauses shall also be interpreted to include the FADP; and (d) the parties agree that the competent supervisory authority as indicated in Annex I.C shall be the Federal Data Protection and Information Commissioner (FDPIC) of Switzerland.

In the event of a direct conflict between the terms of this Addendum and the terms of the Standard Contractual Clauses, the Standard Contractual Clauses will control. The Standard Contractual Clauses shall automatically terminate once the Customer Personal Data transfer governed thereby becomes lawful under Data Protection Laws in the absence of such Standard Contractual Clauses on any other basis and acknowledged by the parties.

13. **General Terms.** Any obligation imposed on Simplesat under this Addendum in relation to the Processing of Personal Data shall survive any termination or expiration of this Addendum. Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either: (1) amended as necessary to ensure its validity and enforceability, while preserving the intent of the provision as closely as possible or, if this is not possible, (2) construed in a manner as if the invalid or unenforceable part had never been contained therein. With regard to the subject matter of this Addendum, the provisions of this Addendum shall prevail over the Agreement with regard to data protection obligations for Personal Data of a Data Subject under Data Protection Laws. As between the parties to this Addendum, each party's liability and remedies under this Addendum are subject to the aggregate liability limitations and damages exclusions set forth in the Agreement. Unless prohibited by Data Protection Laws, this Addendum is governed by the laws stipulated in the Agreement and the parties to this Addendum hereby submit to the choice of jurisdiction and venue stipulated in the Agreement, if any, with respect to any dispute arising under this Addendum.

EXHIBIT 1: ANNEXES

ANNEX I

A. LIST OF PARTIES

Data exporter(s):

Name:	Customer
Address:	As specified in the Agreement or Order Form.
Contact person's name, position and contact details:	Contact details for the data exporter are specified in the Agreement or the Order Form.
Activities relevant to the data transferred under these Clauses:	Receipt of data importer's Service under the Agreement or any Order Form.
Signature and Date:	The parties agree that execution of the Agreement or an Order Form by the data exporter shall constitute execution of the Standard Contractual Clauses by Customer as of the Effective Date.
Role (controller/processor):	Controller

Data importer(s):

Name:	Simplesat LLC
Address:	3916 N Potsdam Ave PMB 524 Sioux Falls, SD 57104
Contact person's name, position and contact details:	Cory Brown, CEO
Activities relevant to the data transferred under these Clauses:	Performance of the Service for data exporter under the Agreement or any Order Form.
Signature and Date:	The parties agree that execution of the Agreement or an Order Form by the data importer shall constitute execution of the Standard Contractual Clauses by Simplesat as of the Effective Date.
Role (controller/processor):	Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred	Data subjects include the individuals about whom personal data is provided to the data

	importer via by (or at the direction of) the data exporter. This may include, for example: ● Customers ● Prospective Customers ● Employees
Categories of personal data transferred	Personal Information or personal data including information relating to individuals provided to the data importer via the Service by (or at the direction of) the data exporter. This may include, for example: ● Name (First and Last) ● Username or Login Information ● Email Address ● IP Address
Sensitive data 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 specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.	Sensitive information may include: NOT APPLICABLE
The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis).	Continuous basis for the term of the Agreement.
Nature of the processing	Data importer's provision of the Service described in the Agreement or any Order Form.
Purpose(s) of the data transfer and further processing	Data importer's provision of the Service to data exporter.
The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period	As set forth in the Agreement or the applicable Order Form.
For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing	For the same purposes as set forth above, or as described in the Subprocessor List.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

Ireland Data Protection Commission
21 Fitzwilliam Square
D02 RD28 Dublin 2
Tel. +353 76 110 4800
Email: info@dataprotection.ie
Website: http://www.dataprotection.ie/

ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

The technical and organisational measures to be taken by the data importer and subprocessors is described in **Exhibit 2** of this Addendum.

EXHIBIT 2: DATA SECURITY

Simplesat shall implement and maintain the following data security measures in addition to the measures stated in the Agreement and in accordance with Data Protection Laws.

Access Control

Unauthorized persons shall be prevented from gaining physical access to premises, buildings, or rooms where data processing systems are located which Process Personal Data. Exceptions may be granted for the purpose of auditing the facilities to third-party auditors as long as such auditors are supervised by Simplesat and do not get access to Personal Data themselves.

Simplesat has (without limitation) implemented the following controls:

Access Control
a. Controls to specify authorized individuals permitted to access Personal Data
b. Access control process to avoid unauthorized access to Simplesat's premises
c. Access control process to restrict access to data centers and/or rooms where data servers are located
d. Utilization of video surveillance and alarm devices with reference to access areas
e. Process to ensure that personnel without access authorization (e.g., technicians, cleaning personnel) are accompanied all times when access data Processing areas

System Access Control

Data Processing systems must be prevented from being used without authorization.

Simplesat has (without limitation) implemented the following controls:

System Access Control
a. Controls to ensure that all systems Processing Personal Data (this includes remote access) are password protected during start up to prevent unauthorized persons from accessing any Personal Data
b. Provision of dedicated user IDs for authentication against systems user management for every individual
c. Assignment of individual user passwords for authentication
d. Controls to grant access only to authorized personnel and to assign only the minimum permissions necessary for those personnel to access Personal Data in the performance of their function
e. Implementation of a password policy that prohibits the sharing of passwords, outlines processes after a disclosure of a password, and requires the regular change of passwords
f. Controls to ensure that passwords are always stored in encrypted form
g. Implementation of a proper procedure to deactivate a user account when a user leaves Simplesat or the function

h. Implemented a proper process to adjust administrator permissions when an administrator leaves Simplesat or the function
i. Implementation of a process to log all access to systems

Data Access Control

Persons entitled to use a data Processing system shall gain access only to the data to which they have a right of access, and Personal Data must not be read, copied, modified, or removed without authorization in the course of Processing.

Simplesat has (without limitation) implemented the following controls:

Data Access Control
a. Controls to restrict access to files and programs on a "need-to-know-basis"
b. Storage of physical media containing Personal Data in secured areas
c. Controls to grant access only to authorized personnel and to assign only the minimum permissions necessary for those personnel to access Personal Data in the performance of their function

Data Transmission Control

Personal Data must not be read, copied, modified, or removed without authorization during transfer or storage, and it shall be possible to establish to whom Personal Data was transferred.

Simplesat has (without limitation) implemented the following controls:

Data Transmission Control
a. Transportation of physical media containing Personal Data in sealed containers
b. Retention of shipping and delivery notes

Data Entry Control

Simplesat shall be able retrospectively to examine and establish whether and by whom Personal Data have been entered into data Processing systems, modified, or removed.

Simplesat has (without limitation) implemented the following controls:

Data Entry Control
a. Controls to log administrators' and users' activities
b. Controls to permit only authorized personnel to modify any Personal Data within the scope of their function

Job Control

Personal Data being Processed in the performance of the Service shall be Processed solely in accordance with the Agreement and in accordance with appropriate instructions.
Simplesat has (without limitation) implemented the following controls:

Job Control
a. Controls to ensure processing of Personal Data only for contractual performance
b. Controls to ensure staff members and contractors comply with written instructions or contracts
c. Controls to ensure that data is always physically or logically separated so that, in each step of the Processing, the customer from whom Personal Data originates can be identified.

Availability Control
Personal Data shall be protected against disclosure, and accidental or unauthorized destruction or loss.
Simplesat has (without limitation) implemented the following controls:

Availability Control
a. Controls to ensure that Personal Data is not used for any purpose other than for the purposes it has been contracted to perform
b. Controls to prevent removal of Personal Data from Simplesat's business computers or premises for any reason (unless Customer has specifically authorized such removal for business purposes).
c. Implementation of network firewalls to prevent unauthorized access to systems and services

Organizational Requirements
The internal organization of Simplesat shall meet the specific requirements of data protection. In particular, Simplesat shall take technical and organizational measures to avoid the accidental mixing of Personal Data.
Simplesat has (without limitation) implemented the following controls:

Organizational Requirements
a. Designation of a person responsible for data protection
b. Controls to obtain the written commitment of the employees to maintain confidentiality