

UnitFull — Data Processing Addendum

Version: Draft — May 22, 2026

1. Introduction

This Data Processing Addendum (“**DPA**”) is incorporated into and forms part of the **Customer Subscription Agreement** (the “**Agreement**”) between **UnitFull LLC** (“**UnitFull**”) and the customer that is party to the Agreement (“**Customer**”). It governs UnitFull’s processing of Personal Information within Customer Data in connection with the Services. In the event of a conflict between this DPA and the rest of the Agreement regarding the processing of Personal Information, this DPA controls. Capitalized terms not defined here have the meanings given in the Agreement.

2. Definitions

“**Applicable Privacy Law**” means all U.S. federal and state data-protection and privacy laws applicable to the processing of Personal Information under the Agreement, including the California Consumer Privacy Act, as amended by the California Privacy Rights Act, and its regulations (collectively, “**CCPA**”), and comparable comprehensive state privacy laws.

“**Business**,” “**Service Provider**,” “**Sell**,” “**Share**,” “**Consumer**,” and “**Sensitive Personal Information**” have the meanings given in the CCPA.

“**Personal Information**” means information within Customer Data that identifies, relates to, or could reasonably be linked with a particular individual or household, and that is protected as personal information or personal data under Applicable Privacy Law.

“**Data Subject Request**” means a request from or on behalf of an individual to exercise rights under Applicable Privacy Law (such as access, deletion, correction, portability, or opt-out).

“**Personal Information Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Information processed by UnitFull or its Subprocessors.

“**Process**” / “**Processing**” means any operation performed on Personal Information.

“**Subprocessor**” means a third party engaged by UnitFull to Process Personal Information in connection with the Services.

3. Roles of the parties

3.1 Customer as Business / controller

As between the parties, **Customer is the Business** (and, where applicable, the controller) that determines the purposes and means of Processing Personal Information within Customer Data. Customer is responsible for the accuracy and legality of the Personal

Information it provides and for having a lawful basis and all required notices and consents for the Processing it instructs.

3.2 UnitFull as Service Provider / processor

UnitFull acts as Customer's **Service Provider** (and, where applicable, processor) and will Process Personal Information only on behalf of, and under the documented instructions of, Customer. The Agreement, this DPA, and Customer's use and configuration of the Services constitute Customer's documented instructions. UnitFull will notify Customer if it believes an instruction violates Applicable Privacy Law (without obligation to provide legal advice).

3.3 Storage tenants

Personal Information about Customer's Tenants that UnitFull Processes through the Services is Processed in UnitFull's capacity as Service Provider/processor for Customer. Tenants direct their privacy rights and questions to Customer as the Business responsible for that information.

3.4 Details of Processing

The subject matter, duration, nature and purpose of the Processing, the types of Personal Information, and the categories of individuals are described in **Annex A**.

4. Service Provider commitments under the CCPA

UnitFull makes the following commitments, which are required for UnitFull to qualify as a Service Provider under the CCPA:

- (a) UnitFull will Process Personal Information **only** to provide the Services and perform under the Agreement (the "**Business Purpose**"), and only as permitted for a Service Provider under the CCPA.
- (b) UnitFull **will not Sell or Share** Personal Information.
- (c) UnitFull **will not retain, use, or disclose** Personal Information for any purpose other than the Business Purpose, or outside the direct business relationship with Customer, except as permitted by the CCPA.
- (d) UnitFull **will not combine** Personal Information received under the Agreement with personal information it receives from, or on behalf of, another person, or collects from its own interaction with the consumer, except as the CCPA permits a Service Provider to do.
- (e) UnitFull will comply with the obligations applicable to a Service Provider under the CCPA and will provide the same level of privacy protection the CCPA requires.
- (f) UnitFull will notify Customer if it determines it can no longer meet its obligations under Applicable Privacy Law, and Customer may, on notice, take reasonable and appropriate steps to stop and remediate unauthorized Processing.

- (g) Customer may take reasonable and appropriate steps to help ensure that UnitFull uses Personal Information consistent with Customer's obligations under the CCPA.

UnitFull certifies that it understands and will comply with the restrictions in this Section 4.

5. Confidentiality of Personal Information

UnitFull will treat Personal Information as Customer's Confidential Information under the Agreement, and will ensure that personnel authorized to Process Personal Information are bound by appropriate confidentiality obligations and are informed of the confidential nature of the Personal Information. UnitFull will limit access to Personal Information to personnel who need it to provide the Services.

6. Security

UnitFull will implement and maintain administrative, technical, physical, and organizational measures designed to protect Personal Information against a Personal Information Breach, appropriate to the nature of the Personal Information and the risks involved. A description of those measures is set out in **Annex B**. Customer has reviewed the measures and agrees they are appropriate for the Personal Information Processed under the Agreement. UnitFull may update its security measures provided that it does not materially reduce their overall protection during the term.

7. Subprocessors

7.1 Authorization

Customer **generally authorizes** UnitFull to engage Subprocessors to Process Personal Information to provide the Services. UnitFull's current Subprocessors are identified in the **Subprocessor List** referenced in **Annex C**.

7.2 Subprocessor obligations

Before a Subprocessor Processes Personal Information, UnitFull will enter into a written contract with it that imposes data-protection obligations substantially as protective as those in this DPA, to the extent applicable to the Subprocessor's services. UnitFull remains responsible for its Subprocessors' performance of those obligations.

7.3 Changes to Subprocessors

UnitFull will provide a mechanism for Customer to be notified of the addition or replacement of a Subprocessor (for example, by updating the Subprocessor List and offering a notification subscription). Customer may object on reasonable, data-protection-related grounds within **ten (10)** days of notice; the parties will work in good faith to resolve the objection, and if they cannot, Customer may terminate the affected portion of the Services as its remedy.

8. Assistance to Customer

8.1 Data Subject Requests

Taking into account the nature of the Processing, UnitFull will provide reasonable assistance — including appropriate technical and organizational measures and the self-service functionality of the Services — to enable Customer to respond to Data Subject Requests. If UnitFull receives a Data Subject Request directly, it will not respond on the merits (except to confirm receipt or direct the individual to Customer where appropriate) and will, where permitted by law, promptly inform Customer.

8.2 Other assistance

Taking into account the nature of the Processing and the information available to UnitFull, UnitFull will provide Customer reasonable assistance with Customer's obligations under Applicable Privacy Law relating to the security of Processing, Personal Information Breach notification, and any required risk assessments. UnitFull may charge a reasonable fee for assistance that is unusual in scope or volume.

9. Personal Information Breach

UnitFull will notify Customer **without undue delay**, and in any event within **seventy-two (72) hours** after UnitFull becomes aware of a confirmed Personal Information Breach affecting Customer's Personal Information. The notice will include the information then known to UnitFull about the nature of the Breach, the categories and approximate volume of Personal Information involved, the likely consequences, and the measures taken or proposed. UnitFull will take reasonable steps to investigate, mitigate, and remediate the Breach and will cooperate with Customer's reasonable requests for information. UnitFull's notification is not an acknowledgment of fault or liability. As the Business, Customer is responsible for any notifications to individuals or regulators required of it by law.

10. Return and deletion of Personal Information

On expiration or termination of the Agreement, UnitFull will, in accordance with the Agreement, make Customer Data available for export for the period stated in the Agreement and will then **delete** the Personal Information in its production systems. UnitFull may retain Personal Information in routine, secured backups for a limited period until those backups are overwritten in the ordinary course, and may retain Personal Information where required by law; in each case the retained Personal Information remains subject to this DPA's confidentiality and security terms and will not be actively Processed for any other purpose. On Customer's written request, UnitFull will confirm deletion.

11. Audits and verification

UnitFull will make available to Customer information reasonably necessary to demonstrate compliance with this DPA. On Customer's reasonable written request, no more than **once per twelve (12) months** (unless required more frequently by a regulator or following a

Personal Information Breach), UnitFull will respond to a reasonable security questionnaire and, where available, provide a copy of its then-current third-party security assessment or audit report (for example, a SOC 2 report, if and when available). If that information is insufficient to satisfy a requirement of Applicable Privacy Law, Customer (or its independent auditor under confidentiality obligations) may conduct an on-site or remote audit on reasonable advance notice, during business hours, in a manner that does not unreasonably disrupt UnitFull's operations, at Customer's expense.

12. General

12.1 Liability

Each party's liability arising out of or relating to this DPA is subject to the limitations of liability in the Agreement.

12.2 Term

This DPA takes effect when the Agreement does and remains in effect for as long as UnitFull Processes Personal Information under the Agreement. Provisions that by their nature should survive — including Sections 4, 5, 10, and 11 — survive termination.

12.3 Changes in law

If a change in Applicable Privacy Law requires changes to this DPA, the parties will negotiate in good faith to amend it accordingly.

12.4 Order of precedence

In the event of a conflict, this DPA controls over the rest of the Agreement with respect to the Processing of Personal Information.

Annex A — Details of Processing

Item	Description
Subject matter	UnitFull's provision of the self-storage management Services to Customer.
Duration	The term of the Agreement, plus the post-termination period in Section 10.
Nature and purpose	Hosting, storing, organizing, transmitting, displaying, and otherwise Processing Personal Information as necessary to provide the Services, including account management, facility and unit management, rent and payment facilitation (through Stripe), and SMS/voice communications initiated by Customer.
Categories of individuals	Customer's Authorized Users; Customer's Tenants and prospective Tenants.
Categories of Personal Information	Identifiers and contact details (name, email, postal address, telephone number); account and authentication data; unit/rental and lease records; payment-related data (note: full payment-card numbers are

**Sensitive
Personal
Information**

handled by Stripe and tokenized — see the Agreement, Section 4.5); communications content and metadata for SMS/voice features; and other information Customer chooses to submit to the Services.

The Services are not intended for the Processing of Sensitive Personal Information beyond what is inherent in the categories above. Customer will not submit special categories of data the Services are not designed to handle.

Annex B — Security Measures

UnitFull maintains a security program that includes, at a minimum, the following measures, as applicable to the Services.

- **Access control** — role-based access to systems and Personal Information; access limited to personnel with a need to know; prompt revocation on role change or departure.
- **Authentication** — unique credentials; support for strong authentication for the Services.
- **Encryption** — encryption of Personal Information in transit over public networks and encryption of Personal Information at rest in the production data store.
- **Network and application security** — firewalls and network controls; secure software-development practices; logging and monitoring of relevant systems.
- **Segregation** — logical separation of Customer Data so that each customer's data is accessible only to that customer and authorized UnitFull personnel.
- **Resilience** — regular backups and documented procedures for restoration.
- **Vendor management** — security diligence and contractual controls for Subprocessors (Section 7).
- **Incident response** — a documented process to detect, investigate, and respond to security incidents, including the breach-notification process in Section 9.
- **Personnel** — confidentiality obligations and security awareness for personnel with access to Personal Information.

Annex C — Subprocessors

UnitFull's current Subprocessors are listed in the **UnitFull Subprocessor List**, published at /legal/subprocessors and provided to Customer as a separate document. The Subprocessor List forms part of this DPA. Changes to Subprocessors are governed by Section 7.3.