

Equisolve, Inc.
DATA PROTECTION ADDENDUM

This Data Protection Addendum (this “**Addendum**”) shall apply if and to the extent Vendor collects or otherwise processes Customer Personal Data as a processor in connection with the performance of its obligations under the Agreement (each term as defined below). The Parties agree that this Addendum shall be incorporated into and form part of the Agreement.

1. Definitions and Interpretation

1.1 “**Affiliate**” means any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, a Party. “**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

1.2 “**Agreement**” means the Terms.

1.3 “**Customer**” means the Party entering into the Terms that is not Equisolve.

1.4 “**Customer Personal Data**” means any Personal Data in respect of which Customer or a Customer Affiliate is a data controller or another entity’s data processor that is processed by Vendor as a data processor or subprocessor, respectively, in connection with its performance of the Services.

1.5 “**EEA**” means the member states and member countries of the European Union and European Economic Area, respectively, Switzerland, and, upon its withdrawal from the European Union, the United Kingdom.

1.6 “**GDPR**” means the General Data Protection Regulation 2016/679 and all EEA implementation legislation relating thereto.

1.7 “**Personal Data**” means any data concerning individuals located in the EEA falling within the definition of “personal data” under the GDPR.

1.8 “**Services**” means the services and/or products provided by Vendor to Customer under the Agreement.

1.9 “**Vendor**” means Equisolve, Inc.

1.10 Terms defined in the Agreement shall have the same meaning when used in this Addendum, unless defined in this Addendum. The terms “**controller**,” “**data subject**,” “**processing**” (including “**process**” or “**processed**”), “**processor**,” and “**supervisory authority**” shall have the meaning defined in the GDPR when used in this Addendum.

2. Nature of the Processing

The data processing activities carried out by Vendor as a processor of Customer Personal Data are described in Annex A to this Addendum.

3. Processor Obligations

- (a) Customer and Vendor acknowledge and agree that Customer (or a Customer Affiliate on whose behalf it is authorized to instruct Vendor) is the controller of Customer Personal Data and Vendor is the processor of Customer Personal Data. In certain instances, Customer (or a Customer Affiliate on whose behalf it is authorized to instruct Vendor) may be the processor of Customer Personal Data, in which case Vendor is appointed as a subprocessor of Customer Personal Data. Whether Vendor is serving as a processor or subprocessor of Customer Personal Data, Vendor's obligations regarding the processing of Customer Personal Data shall remain identical and align with Vendor's obligations as a processor as set forth in the GDPR and this Addendum.
- (b) Vendor shall only use, disclose, or otherwise process Customer Personal Data (including transfers to third countries from the EEA), on behalf of and in accordance with Customer's documented instructions (such documented instructions include the provisions of the Agreement), unless otherwise required under applicable law.
- (c) Customer hereby authorizes Vendor to transfer Customer Personal Data to the United States for provision of the Services, provided that (i) Vendor is self-certified to the E.U.- U.S. and Swiss-U.S. Privacy Shield (collectively, the "**Privacy Shield**" or the "**Privacy Shield Frameworks**") with respect to Customer Personal Data; or (ii) if Vendor is not certified to the Privacy Shield or the Privacy Shield is an invalid data transfer mechanism under this Addendum or the GDPR, Vendor and Customer have entered into Commission Decision C(2010)593 Standard Contractual Clauses (Processors) ("**Model Clauses**"). To the extent Customer and Vendor relies on the Privacy Shield, Vendor agrees to comply with the requirements of the Privacy Shield for the duration of the processing and while it has access to any Customer Personal Data. Should both the Privacy Shield and Model Clauses be an invalid data transfer mechanism under this Addendum or the GDPR, the Parties shall cooperate in good faith to propose and comply with an alternative data transfer mechanism or derogation approved under the GDPR.
- (d) Vendor shall ensure that its personnel authorized to process Customer Personal Data are subject to a duty of confidentiality by contract, or are under an appropriate statutory obligation of confidentiality with respect to Customer Personal Data.
- (e) Vendor shall implement appropriate technical and organizational measures with respect to the Customer Personal Data, after 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 data subjects, for the purpose of ensuring a level of security appropriate to the risk.
- (f) Upon becoming aware of an accidental or unlawful destruction, loss, alteration, unauthorized disclosure, access, or use of Customer Personal Data (each, a "**Security Incident**"), Vendor shall notify Customer without undue delay. Taking into account the nature of the processing and the information available to Vendor, Vendor shall reasonably provide details concerning the Security Incident to assist Customer in fulfilling Customer's breach notification obligations under the GDPR. Without prejudice to Vendor's obligations herein, Customer is solely responsible for complying with breach notification laws applicable to Customer and fulfilling any notification obligations to third parties pursuant to any Security Incident.
- (g) Subject to the objection right described within this Section (g), Customer hereby consents to Vendor's use of Vendor Affiliates and third-party subprocessors ("**Subprocessors**") to process

Customer Personal Data pursuant to the Agreement. Vendor will maintain and make available to Customer an up-to-date list of Subprocessors at <https://www.equisolve.com/gdpr/dpa/subprocessors>, and Vendor will give notice to Customer of a new or replacement Subprocessor by updating the list prior to such new or replacement Subprocessor being used by Vendor to process Customer Personal Data. If Customer reasonably objects in writing to a new or replacement Subprocessor within seven (7) calendar days after the notice given by Vendor in the manner described above regarding such new or replacement Subprocessor and the Parties cannot resolve Customer's reasonable objection within fourteen (14) calendar days after Vendor's receipt of the reasonable objection, then Customer may terminate the Services impacted by such new or replacement Subprocessor on written notice to Vendor without penalty and receive a pro-rata refund of any fees paid in advance. Where Vendor does not receive a reasonable objection in the manner described in this Section (g) or where the Parties have either mutually satisfied concerns of a new or replacement Subprocessor or Customer has not terminated the Services within fourteen (14) calendar days after being unable to resolve such concerns with Vendor, that new or replacement Subprocessor shall be deemed consented to by Customer.

- (h) Notwithstanding the foregoing, Vendor may replace or add a Subprocessor without prior notice to Customer if, in its sole discretion, such action is necessary to prevent or mitigate risk to the Services, personal data, technology infrastructure, or customers. As set forth in Section (g), Vendor shall give notice of the replacement or additional Subprocessor as soon as reasonably possible and Customer shall retain the right to object to such replacement or additional Subprocessor.
- (i) Vendor shall enter into written contracts with its Subprocessors that include substantially similar data protection obligations as those set forth in this Addendum. Where a Subprocessor's act, error, or omission under the aforementioned written contracts results in a breach of this Addendum, Vendor shall remain liable to Customer for that breach of this Addendum up to the extent of Vendor's liability to Customer as set forth under the Agreement.
- (j) Taking into account the nature of the processing, and to the extent Customer cannot fulfill such obligations directly via the Services, Vendor shall provide commercially reasonable assistance, including through appropriate technical or organizational measures, insofar as this is possible, to Customer to fulfill its obligations to respond to data subject rights requests, specifically the right to access, rectification, erasure, restriction, objection, or portability, as applicable under the GDPR. If Vendor receives a request directly from a data subject, it will notify Customer of the request (including all relevant details provided by data subject), and await Customer's instructions. Notwithstanding the aforesaid, Vendor shall be able to respond to data subject to the extent required to confirm that such request relates to Customer.
- (k) Vendor shall notify Customer promptly if a supervisory authority, law enforcement authority, or other regulatory body makes any inquiry or request for disclosure of Customer Personal Data, unless such notification is prohibited under applicable law.
- (l) Vendor shall provide Customer with reasonable assistance should Customer conduct a data protection impact assessment regarding the Services, including providing information reasonably necessary for Customer's prior consultation with a supervisory authority regarding such data protection impact assessment.
- (m) At Customer's sole cost and expense, Vendor shall (i) make available to Customer all information reasonably necessary to demonstrate compliance with the obligations laid down in this Addendum and (ii) allow for and contribute to audits, including inspections during such audits, conducted by

the Customer or an independent third-party auditor mandated by Customer reasonably acceptable to Vendor (“**Customer’s Auditor**”) (in the case of either (i) or (ii), an “**Audit**”), provided the following:

- (1) Customer shall give Vendor a written request for an Audit at least thirty (30) days in advance of such Audit, detailing the scope, duration, and timing of such Audit;
- (2) Only one (1) Audit is allowed in a twelve (12) month period;
- (3) At Vendor’s request, Customer and Customer’s Auditor shall each enter into a non-disclosure agreement with Vendor (an “**NDA**”) to ensure that any information (including, but not limited to, any notes, findings, or results) (collectively, “**Results**”) derived from, or received with respect to, any Audit shall be Vendor’s Confidential Information and that such Results shall be maintained in strict confidence;
- (4) Vendor shall immediately inform Customer if, in Vendor’s opinion, any Customer instruction infringes the GDPR or other applicable law and, in such instance, Vendor has the right to not comply with such instruction;
- (5) Any Audit pursuant to Section 3(m)(ii) shall be conducted during Vendor’s normal business hours, in a manner which will limit interference with Vendor’s normal business operations, and in accordance with any applicable policies Vendor provides to Customer in writing.

- (n) Upon termination or expiration of the Agreement, Vendor shall, in accordance with the terms of the Agreement, delete or return to Customer all relevant Customer Personal Data (and delete all copies) in Vendor’s possession, save to the extent Vendor is required under any applicable law to retain some or all of such Customer Personal Data. In such event, Vendor shall retain such Customer Personal Data pursuant to the terms of this Addendum and limit processing of Customer Personal Data to only those purposes required by applicable law, for so long as Vendor maintains such Customer Personal Data.

4. General Provisions

- a) Each Party hereby represents and warrants to the other Party that its performance of the Agreement complies, and will continue to comply, with applicable EEA data protection laws.
- b) Customer shall obtain all required consents (provided Customer does not have another valid legal ground or basis), give all required notices or disclosures, and fulfill all other legal obligations under applicable law, to process Customer Personal Data lawfully, give lawful instruction to Vendor regarding the processing of Customer Personal Data (such as, but not limited to, instructions given through the Services), and ensure the unencumbered right of Vendor to process Customer Personal Data.
- c) No provision or breach of a provision of this Addendum shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived. Waiver by either Party of a breach of any provision of this Addendum will not operate as a waiver of any other or subsequent breach.
- d) The headings of any sections, subsections, and paragraphs of this Addendum are inserted for convenient reference only and are not intended to be part of or to affect the meaning or interpretation of this Addendum.

- e) Except to the extent amended by this Addendum, the Agreement shall remain in full force and effect. If there is a conflict between this Addendum and the Agreement, this Addendum shall control with respect to its subject matter.
- f) Any claims brought under or in connection with this Addendum shall be subject to the terms and conditions set forth in the Agreement, including, but not limited to, the exclusions and limitations set forth therein.

Data Protection Addendum – Annex A

Description of Data Processing

The data processing activities carried out by the Vendor under the Agreement may be described as follows:

1. **Subject matter**

The subject matter concerns the processing of Customer Personal Data pursuant to the Services.

2. **Duration**

Vendor will process the data during the effective dates of the Agreement.

3. **Nature and purpose**

Vendor will process Customer Personal Data as necessary to perform the Services and as further instructed by Customer in its use of the Services or through other documentation, as applicable.

4. **Data subjects**

Vendor shall process the following categories of data subjects:

- Website visitors
- Individuals who subscribe to email alerts
- Individuals who submit a form on the Customer website

5. **Data categories**

Processing concerns the following categories of Customer Personal Data:

- Contact information including name, email address, phone number, and any other data as instructed by Customer
- Technical information including IP address, browser user agent string, and any other information required to provide the Services
- Other data categories as instructed by Customer to be processed by Vendor