Data Processing Addendum

to Master License and Services Agreement

This Data Processing Addendum (the **"DPA"**) forms part of the Master License and Services Agreement (the **"Agreement"**) and is entered into between Onapsis, Inc. or Onapsis Europe GmbH (**"Onapsis"**) and the customer (the "**Customer**") as set forth in the signature page of the Agreement.

This DPA serves as a data processing agreement between Onapsis and each Data Controller providing Personal Data in connection with the Services. It further defines the applicable technical and organizational measures the Onapsis implements and maintains to protect Personal Data when providing the Service.

The Standard Contractual Clauses will govern Personal Data processed under this DPA that is transferred outside the EEA, either directly or via onward transfer.

Unless otherwise defined herein, all capitalised terms shall have the meaning given to them in the Agreement.

1.   DEFINITIONS

The following terms shall have the following meanings in this DPA.

- The terms **"Data Controller"**, **"Data Processor"**, **"Personal Data"**, **"Processing"** and **"Subprocessor"** shall have the same meaning as defined in the Standard Contractual Clauses and Article 4 GDPR;

- "**Subprocessor**" means any other processor ("another processor") as defined in Article 28 (2), (4) GDPR;

- **"Data Protection Laws"** means any applicable legislation protecting the fundamental rights and freedoms of individuals, and in particular the right to privacy with respect to the Processing of Personal Data, including, but not restricted to the GDPR;

- **"GDPR"** shall mean Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection regulation).

- **"Parties"** shall mean the Onapsis and the Customer.

- **"Security Breach"** shall mean any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

- **"Services"** shall mean the Support Services and Professional Services as further defined in the Agreement.

- **"Standard Contractual Clauses"** shall mean the Standard Contractual Clauses for Data Processors established in third countries pursuant to Commission Decision (2021/914/EU) of the Data Protection Directive, as currently available at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj, or any subsequent version thereof released by the Commission (the latest version shall automatically apply).

2. **SCOPE, DURATION AND SPECIFICATION OF CONTRACT PROCESSING OF DATA**

The scope and duration and the detailed stipulations on the type of the Processing is governed by the Agreement. The persons affected by the Processing, the nature of Personal Data to be used as well as the scope, nature and purpose of the Processing by the Onapsis are set out in in Appendix 1 to this DPA.

3. **SCOPE OF APPLICATION AND RESPONSIBILITIES**

3.1 The Parties acknowledge and agree that with regard to the Processing of Personal Data, the Customer is the Data Controller and Onapsis is the Data Processor within the meaning of Article 4 no. 7 and no. 8 GDPR and that this DPA supplements the Agreement and applies only where in the course of providing Services to Customer, Onapsis is Processing Personal Data on behalf of the Customer within the meaning of Art. 4 No. 2 and Art. 28 GDPR.

3.2 Onapsis shall process Data on behalf of Customer. Such Contract Processing shall include all activities detailed in the Agreement. Within the scope of this DPA, Customer shall be solely responsible for compliance with the applicable statutory requirements on data protection, including, but not limited to, the lawfulness of disclosing Personal Data to Onapsis and the lawfulness of having Personal Data processed on behalf of Customer. Onapsis shall be responsible for complying with all Data Protection Laws applicable to its provision of the Services in its role as Data Processor.

3.3 Customer's individual instructions on the Processing under this DPA shall, initially, be as detailed in the Agreement and Onapsis will not use or disclose the Personal Data for its own purposes except where expressly permitted by Article 28 (3)(a) of the GDPR. Customer's instructions for the Processing of Personal Data shall comply with the Data Protection Laws. Customer shall have sole responsibility for the accuracy, quality and legality of the Personal Data and the means by which the Customer acquired the Personal Data. Without any obligation to perform a legal examination, Onapsis shall notify Customer without undue delay in case it believes that an instruction would be in breach of the applicable data protection law (Art. 28 para. 3 sentence 3 GDPR). Onapsis shall be entitled to suspending performance on such instruction until Customer confirms or modifies such instruction.

3.4 Customer shall, subsequently, be entitled to, in writing or in a machine-readable format (in text form), issue individual to the point of contact designated by Onapsis. Any additional or alternate instructions must be agreed to according to the process for amending the Agreement. In any instance where the GDPR applies and Customer is a Data Processor Customer warrants to Onapsis that Customer's instructions, including appointment of Onapsis as a Data Processor or Subprocessor, have been authorized by the relevant Data Controller.

4. **CUSTOMER'S AFFILIATES**

4.1 In case it is expressly agreed under the Agreement that affiliates of the Customer or any other third parties shall also benefit from the Services (**"Agreed Affiliates"**) and the Customer acts in this respect on behalf of and in the name of its affiliates and/or third parties in their capacity as Data Controllers, Customer shall enter into data processing agreements with its Data Controllers required to allow Onapsis and its Subprocessors to process any Personal Data as described in this DPA. Customer shall serve as a single point of contact for Onapsis and shall be solely responsible for the internal coordination, review and submission of instructions or requests of other Data Controllers to Onapsis and Onapsis shall be entitled to refuse any requests or instructions provided directly by a Data Controller that is not the Customer. Onapsis shall further have no obligation to inform or notify a Data Controller when it has provided such information or notice to Customer.

4.2 Each party shall notify to the other the point of contact for any issues related to data protection arising out of or in connection with the Agreement.

5. **ONAPSIS' OBLIGATIONS**

5.1 Onapsis process the Personal Data only in accordance with the written instructions from the Customer (on its own behalf or on behalf of Data Controllers covered by this DPA that are not the Customer) as set out exclusively in the Agreement and this DPA.

5.2   Onapsis shall, within its scope of responsibility, organise its internal organization so it satisfies the specific requirements of data protection. Onapsis shall implement technical and organisational measures to ensure the adequate protection of Customer's Personal Data, which measures shall fulfil the requirements of the GDPR and specifically its Article 32. Such measures and safeguards are set out in Appendix 2 to this DPA. Customer is familiar with these technical and organisational measures, and it shall be Customer's responsibility that such measures ensure a level of security appropriate to the risk. Onapsis reserves the right to modify the measures and safeguards implemented, provided, however, that the level of security shall not be less protective than initially agreed upon.

5.3   Onapsis shall support Customer, to the extent reasonably possible for Onapsis and only where Customer cannot do so without Onapsis' assistance, in fulfilling data subjects' requests and claims, as detailed in chapter III of the GDPR and in fulfilling the obligations enumerated in Articles 33 to 36 of the GDPR (provided that this support does not result in any breach of Onapsis' confidentiality obligations towards third parties). Customer shall compensate Onapsis on time and material basis.

5.4   Onapsis agrees that all employees involved in Contract Processing of Customer's Data and other such persons as may be involved in Contract Processing within Onapsis' scope of responsibility shall be prohibited from processing Data outside the scope of the instructions. Furthermore, Onapsis agrees that any employee or agent who is entitled to process Data on behalf of Controller under this DPA has undertaken a commitment to secrecy or is subject to an appropriate statutory obligation to secrecy. All such secrecy obligations shall survive the termination or expiration of such Contract Processing.

5.5   Onapsis shall notify Customer, without undue delay, if Onapsis becomes aware of breaches of the protection of personal data within Onapsis' scope of responsibility.

5.6   Onapsis shall notify to Customer the point of contact for any issues related to data protection arising out of or in connection with the Agreement.

5.7   Onapsis shall correct or erase Personal Data if so instructed by Customer and where covered by the scope of the instructions permissible. Where an erasure, consistent with data protection requirements, or a corresponding restriction of processing is impossible, Onapsis shall, based on Customer's instructions, and unless agreed upon differently in the Agreement, destroy, in compliance with data protection requirements, all carrier media and other material or return the same to Customer. Onapsis may claim reasonable remuneration for destroying IT carrier media and other material, on a time and material basis. In specific cases designated by Customer, such Personal Data shall be stored or handed over. The associated remuneration and protective measures shall be agreed upon separately, unless already agreed upon in the Agreement. Onapsis may claim reasonable remuneration for such measures on a time and material basis.

5.8   Onapsis shall, upon termination of Contract Processing and upon Customer's instruction, return all Personal Data, carrier media and other materials to Customer or delete the same. In case of testing and discarded material no instruction shall be required. Customer shall bear any extra cost caused by deviating requirements in returning or deleting data.

5.9   Where a data subject asserts any claims against Customer in accordance with Article 82 of the GDPR, Onapsis shall support Customer in defending against such claims, where possible and upon reasonable reimbursement of costs.

6.   CUSTOMER'S OBLIGATIONS

6.1   Customer shall notify Onapsis, without undue delay, and comprehensively, of any defect or irregularity with regard to provisions on data protection detected by Customer in the results of Onapsis' work.

6.2   Section 5.9 above shall apply, mutatis mutandis, to claims asserted by data subjects against Onapsis in accordance with Article 82 of the GDPR.

6.3   Customer shall notify to Onapsis the point of contact for any issues related to data protection arising out of or in connection with the Agreement.

7. **ENQUIRIES BY DATA SUBJECTS**

Where a data subject asserts claims for rectification, erasure or access against Onapsis, and where Onapsis is able to correlate the data subject to Customer, based on the information provided by the data subject, Onapsis shall refer such data subject to Customer. Onapsis shall forward the data subject's claim to Customer without undue delay. Onapsis shall support Customer, where possible, and based upon Customer's instruction insofar as agreed upon. Onapsis shall not be liable in cases where Customer fails to respond to the data subject's request in total, correctly, or in a timely manner. Customer shall compensate Onapsis on time and material basis.

8. **AUDIT AND OPTIONS FOR DOCUMENTATION**

8.1   Onapsis will on a regular basis audit the security of the computers and computing environment that it uses in processing Customer's personal data when performing the services under the Agreement. Onapsis shall document Onapsis' compliance with the technical and organizational measures agreed upon in this Data Processing Agreement by appropriate measures.

8.2   If Customer requests in writing, Onapsis will provide Customer with a confidential summary of the results of this audit ("**Summary Report**") so that Customer can reasonably verify Onapsis' compliance with the security obligations under this Data Processing Agreement. The Summary Report is Onapsis' confidential information.

8.3   Customer agrees to exercise its audit right by instructing Onapsis to execute the audit as described in sections 8.2 of this Data Processing Agreement. If Customer reasonably concludes that an onsite audit is necessary to monitor the compliance with the technical and organisational measures in an individual case, Customer shall also have the right to carry out respective onsite inspections in individual cases or to have them carried out by an auditor that is mutually agreed between the parties provided that such audits and inspections will be conducted (i) during regular business hours, and (ii) without interfering with Onapsis' business operations, (iii) upon prior notice (observing an appropriate notice period) and further consultation with Onapsis, (iv) all subject to (if not covered already by the Agreement) the execution of a confidentiality undertaking, in particular to protect the confidentiality of the technical and organisational measures and safeguards implemented.

8.4   In case of an onsite audit Customer will bear its own expenses and compensate Onapsis the cost for its internal resources required to conduct the onsite audit (based on time and material according to the then current price list), the latter only if the audit does not reveal that Onapsis has in fact breached its obligations under the Agreement (in that case Onapsis will promptly remedy the breach at its own cost).

9. **USE OF SUBPROCESSORS**

9.1   Onapsis may use other affiliates and subcontractors to provide certain parts of the Services on Customer's behalf. Customer hereby authorizes Onapsis (also on behalf of its Data Controllers and, if applicable under this DPA, to engage Subprocessors for the processing of Personal Data as additional processors. Onapsis is responsible for any breaches of the DPA caused by its Subprocessors. A list of the current supprocessors is attached to this DPA as Appendix 3.

9.2   Any such Subprocessor will be permitted to process Personal Data only to deliver the Services Onapsis has retained them to provide, and they are prohibited from using Personal Data for any other purpose. Onapsis remains responsible for its affiliates' and other Subcprocessor's compliance with the obligations of this DPA.

9.3   Onapsis shall, prior to the use of new subcontractors or replacement of subcontractors, inform Customer thereof with at least thirty (30) days prior notice. Customer shall be entitled to reasonably object any change notified by Onapsis promptly in writing within ten (10) days after receipt of Customer's notice. If Customer does not terminate the Agreement within this timeframe, Customer is deemed to accept the respective subprocessor. In the event Customer objects to a new Subprocessor, as permitted in the preceding sentence, Onapsis will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid processing of Personal Data by the objected-to new Subprocessor without unreasonably burdening the Customer. If Onapsis is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer may terminate the Agreement with respect

only to those Services which cannot be provided by Onapsis without the use of the objected-to new Sub-processor by providing written notice to Onapsis. Onapsis will refund Customer any prepaid fees covering the remainder of the term of the Agreement following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Customer.

9.4   Customer accepts that an exchange of a subprocessor may be required in cases where the reason for the change is outside of Onapsis' reasonable control (so-called emergency replacement). Onapsis will notify the Customer respectively. If Customer reasonably objects to the use of this subprocessor, Customer may exercise its right to terminate the Agreement as described in the section above.

9.5   Where Onapsis commissions subcontractors, Onapsis shall be responsible for ensuring that Onapsis's obligations on data protection resulting from the Agreement and this exhibit are valid and binding upon subcontractor.

9.6   For the avoidance of doubt, the approval requirements under this Data Processing Agreement shall not apply in cases where Onapsis or subprocessors subcontracts ancillary services/deliverables from third parties which are not specific to the provision of the services under the Agreement. Such ancillary services/deliverables shall, for example, include (but not be limited to) general infrastructure services like telecommunications services or facility management services. Onapsis and subprocessors shall nevertheless conclude, with such third parties, agreements necessary to ensure applicable data protection standards.

10.   THIRD COUNTRY TRANSFERS

10.1   The parties understand and agree that the Customer Data may be transferred to respectively accessed from countries outside of the EEA ("**Third Countries**") by the affiliates and subcontractors of Onapsis when providing the Services in accordance with the terms of the Agreement provided that the specific conditions of Article 44 et seq. GDPR have been fulfilled (e.g. adequacy decision of the Commission, Standard Contractual Clauses, Privacy Shield, Binding Corporate Rules).

10.2   Onapsis represents and warrants that it has self-certified under the EU-U.S. Privacy Shield (collectively, the "**Principles**") to ensure that adequate safeguards are in place to facilitate the transfer of any Customer Personal Data. Accordingly, at all times during the term of the Agreement, Onapsis agrees to (i) provide at least the same level of protection for Customer Personal Data as is required by the Principles; (ii) comply with this DPA for as long as Onapsis has access to Customer Personal Data; and (iii) where Onapsis permits a third party to access Customer's Personal Data, including any Onapsis subcontractor, require such third party to provide at least the same level of protection as is required by this DPA and the Principles.

10.3   The means of how an adequate level of data protection is ensured for each subprocessor (where no adequate level of data protection exists according to the adequacy decision of the Commission – "**White Listed**") are described in Appendix 3.

11.   MISCELLANEOUS

11.1   The regulations on the parties' liability contained in the Agreement shall be valid also for the purposes of Contract Processing, unless expressly agreed upon otherwise.

11.2   This DPA shall automatically terminate upon any termination or expiration of the Agreement.

11.3   If there is any conflict between any provision of this DPA and any provision of the Agreement, this DPA shall prevail.

11.4   Except for changes made by this DPA, the Agreement remains unchanged and in full force and effect.

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(Signature Page to Follow)

Accepted and Agreed:

ONAPSIS	**CUSTOMER**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Appendix 1 to DPA

(Description of Data Processing)

1. **Data exporter**

The data exporter is the entity identified as the "Customer" in DPA. The Customer is a user of the Service as defined in the Agreement.

2. **Data importer**

The data importer is the entity identified as "Onapsis" in DPA. Onapsis is an information security software provider.

3. **Categories of Data subjects**

The personal data transferred concern the following categories of data subjects:

- Employees, agents, advisors, and contractors of the Customer (who are natural persons)
- The Customer's authorized users of the Company's services

4. **Types of Personal Data**

The personal data transferred concern the following types of data:

- Personal master data (name, address, job title)
- Contact details (telephone number, mobile phone number, email address, fax number, address data)

5. **Subject-Matter and Nature of The Processing**

The personal data transferred will be subject to the following basic processing activities: account management, data analysis and data storage for the main purpose of nurturing the sales process of the Company.

The data processing takes place in order to provide the Services as agreed in the Agreement (please see there for further details). Services involve support and professional services such as installation, configuration, customization, integration, localization, training and others.

Appendix 2 to DPA

(Technical and Organisational Measures)

Onapsis has implemented the following categories of technical and organisational security measures to protect against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Customer Personal Data.

- Defining, publishing and communicating to staff and sub-processors a set of policies for information security.
- Reviewing policies for information security on planned intervals or when significant changes occur to ensure their continuing suitability, adequacy and effectiveness.
- Performing pre-hire screening and background checks consistent with local hiring practices and laws.
- Holding staff with access to personal data accountable for maintaining confidentiality obligations.
- Requiring business ethics, data security, and international data privacy training upon initial hire and at least annually.
- Making copies of security standards and procedures available to all staff.
- Establishing an appropriate access control policy and reviewing it based on business requirements and related information security requirements.
- Assigning responsibility for information security practices and standards as part of an information security program.
- Granting the minimum necessary logical access necessary to support the data processing services.
- Removing access for terminated staff promptly.
- Requiring regular password changes for staff with access to personal data.
- Requiring secure log-on procedures to access to personal data.
- Controlling changes to Information Systems that affect personal data.
- Monitoring the capacity and availability of information resources that store, process or transmit personal data.
- Limiting physical access to data centres processing personal data to authorized individuals supporting the physical equipment or facility; including data centre physical and environmental protections including 24x7 video surveillance; require visitor pre-authorization and full-time accompaniment at all times.
- Protecting facilities against reasonable physical and environmental threats such as natural disasters, fires, etc.
- Destroying physical media using industry standard practices; encrypting backups if using removable tape or other media.
- Providing network protections like firewalls, intrusion detection and monitoring for unauthorized access.
- Securing personal data transmitted over the internet and between external networks with industry standard encryption.
- Periodically conducting vulnerability tests; regularly applying security patches; implementing malware protection for servers and workstations.

Appendix 3 to DPA

(List of Subprocessors)

Name of Subprocessor	Address of Subprocessor	Services/Processing provided by the Subprocessor	Adequacy Mechanism
Onapsis GmbH	Kaflerstr. 6, 81241 Munich, Germany	As subprocessor of Onapsis, Inc. under this Agreement: Development of sales of software; consultancy in the software and IT field.	N/A
Onapsis Europe GmbH	Salomon-Calvi-Straße 1-3, Heidelberg, Germany 69124	As subprocessor of Onapsis, Inc. under this Agreement: Development of Sales of software; Consultancy in the software and IT field.	N/A
Onapsis SRL	Guevara 93, Buenos Aires, Argentina.	As subprocessor of Onapsis, Inc. under this Agreement: Development of software support services and back office.	Country is subject to adequacy decision by the EU Commission
Salesforce.com, Inc.	P.O. Box 203141 Dallas TX 75320-3141 United States	As subprocessor of Onapsis, Inc. under this Agreement: CRM cloud solution used to provide support and professional services	SCCs
Tresorit AG.	Minervastrasse 3, 8032 Zurich, Switzerland	As subprocessor of Onapsis, Inc. under this Agreement: Cloud solution used to provide support and professional services	Country is subject to adequacy decision by the EU Commission
Amazon Web Services	410 Terry Avenue North, Seattle, WA 98109-5210, U.S.A.	As subprocessor of Onapsis, Inc. under this Agreement: Cloud solution used to provide support and professional services	SCCs