

Data Processing Addendum

This EU GDPR Addendum, UK GDPR Addendum and LGPD Data Processing Addendum (together, this “Addendum”) to the Subscription Agreement (the “Agreement”) is made and entered into by and between **Eze Castle Software LLC** (“Eze” or “Processor”) and subscriber specified in the Agreement (“Subscriber” or “Controller”).

WHEREAS, Controller has engaged Processor to provide software applications and services as set forth in the Agreement by and between Processor and Controller dated on or about the date hereof;

WHEREAS, notwithstanding anything in the Agreement to the contrary, Processor may receive Personal Data (as defined below) from Controller (such Personal Data, “Controller Personal Data”) in connection with the performance of Processor’s obligations under the Agreement; and

WHEREAS, Controller and Processor wish to ensure that processing of Controller Personal Data by Processor is governed by a binding agreement between Controller and Processor.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, Processor and Controller hereby agree to supplement the Agreement in relation to data protection subject to the express terms and conditions of this Addendum effective as of the Effective Date of the Agreement.

1. Terms and Conditions. This Addendum shall apply if and to the extent Processor receives and processes Controller Personal Data in connection with the performance of its obligations under the Agreement. This Addendum is subject to and governed by the terms and conditions set forth in the Agreement. All terms of the Agreement not specifically modified by this Addendum remain in full force and effect as set forth in the Agreement.
2. Definitions; Interpretation. Capitalized terms used but not defined herein have the meanings given to such terms in the Agreement; provided, however, that for the purposes of this Addendum,
 - a. “EU GDPR” means the General Data Protection Regulation, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, including any applicable data protection legislation or regulations or standard contractual clauses supplementing it in those jurisdictions in which relevant services are provided to Controller by Processor from time to time. “Controller”, “Processor”, “Data Subject”, “Personal Data”, “Personal Data Breach” and “Processing”, have the meanings given in Article 4 (Definitions) of GDPR and Article 5 of LGPD, as applicable. “Personal Data” includes EU Personal Data and UK Personal Data;
 - b. “EU Personal Data” means any personal data to the extent that EU GDPR applies to the processing of such personal data or the extent that a data subject is a resident of the EU or the EEA.
 - c. “GDPR” means the EU GDPR and the UK GDPR, as applicable.
 - d. “LGPD”: means the Brazilian General Data Protection Law (*Lei Geral de Proteção de Dados*) No. 13, 709/2018 of 14 August 2018, to the extent applicable to Eze in the provision of services under the Agreement.
 - e. “UK GDPR” means the Data Protection Act 2018 and the EU GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019, in each case, to the extent applicable to Processor in the provision of services under the Agreement.
 - f. “UK Personal Data” means any personal data to the extent that UK GDPR applies to the processing of such personal data or the extent that a data subject is a resident of the UK.

3. GDPR

For the purposes of GDPR, Eze and Subscriber agree that, with regard to Controller Personal Data, Eze is the Processor and Subscriber is the Controller and as such are subject to the relevant applicable provisions of GDPR.

- 3.1. Processing Instructions. For the purposes of this Addendum, Controller and Processor agree that Controller is the Controller of Controller Personal Data and Processor is the Processor of Controller Personal Data, except where Controller acts as a Processor of Controller Personal Data, in which case Processor is a subprocessor. Controller hereby instructs Processor to Process Controller Personal Data as a Processor on behalf of Controller in any of the ways contemplated in, and for the purposes of carrying out any of the terms of, the Agreement and any purposes ancillary thereto.

3.2. Processor's Obligations as Processor of Controller Personal Data. Processor will:

- a. comply with its applicable obligations as a Processor under GDPR, including those requirements set out in Articles 28 (Processor), 29 (Processing under the authority of the controller or processor), 31 (Cooperation with the supervisory authority) and 32 (Security of processing) of GDPR in each case taking into account the nature of processing and the information available to Processor;
- b. Process Controller Personal Data only on lawful documented instructions from Controller, to carry out Processor obligations under, or as otherwise permitted pursuant to the terms of, the Agreement or to comply with applicable law, including GDPR, including with regard to transfers of Controller Personal Data (if any) to a third country or an international organization, unless required to do so by Union or Member State law to which Processor is subject; in such a case, Processor shall inform Controller of that legal requirement before Processing Controller Personal Data, unless that law prohibits disclosure of such information on important grounds of public interest;
- c. ensure that any person authorized to Process Controller Personal Data is subject to confidentiality obligations substantially similar to, and no less protective than, those set forth in the Agreement;
- d. 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, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk as required pursuant to Article 32 of the GDPR, in each case taking into account the nature of processing and the information available to Processor;
- e. taking into account the nature of the Processing of Controller Personal Data and the information available to Processor, provide reasonable assistance to Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Controller's obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of the GDPR;
- f. provide reasonable assistance to Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of Processing of Controller Personal Data and the information available to Processor;
- g. at the choice of Controller, delete or return all Controller Personal Data to Controller after the end of the provision of the services relating to the Processing of Controller Personal Data under the Agreement, and delete existing copies, provided that Processor shall be entitled to retain Controller Personal Data as required by applicable law or Processor relevant policies;
- h. at Controller's request and upon reasonable notice and access arrangements agreed in writing, make available to Controller all information necessary to demonstrate compliance with the obligations laid down in this Addendum and allow for and contribute to audits, including inspections, conducted by Controller or another auditor mandated by Controller; and
- i. if Processor receives a request from Controller's Data Subject to exercise one or more of such Data Subject's rights under the GDPR, Processor will notify Controller of such request and/or redirect such Data Subject to make its request directly to Controller.

3.3. Sub-Processing.

- a. To the extent necessary to fulfill Processor contractual duties and obligations under the Agreement or this Addendum and subject to the terms set out in Agreement and this Addendum, Controller hereby grants to Processor a general authorization to delegate some or all services under the Agreement to one or more of its affiliates or other persons (and Controller's consent to the delegation shall not be unreasonably revoked or withheld in respect of changes); provided that such persons are selected in good faith and with reasonable care and are supervised and monitored by Processor. If Processor delegates any services under the Agreement, such delegation shall not relieve Processor of its duties and obligations thereunder (and in respect of Personal Data, shall be subject to a written agreement obliging the delegate or agent to comply with the relevant delegated duties and obligations of Processor under this Addendum).

- b. Processor has specifically identified such agents and the services delegated to Controller (and will update Controller when making any material changes) in a commercially reasonable time frame in sufficient detail to provide transparency and enable Controller to object to a particular arrangement.

3.4. International Data Transfers.

- a. Processor only transfers Personal Data to its affiliates where that transfer complies with the requirements under Chapter V of GDPR, including, where applicable, as a result of a data transfer agreement containing the relevant Standard Contractual Clauses in accordance with GDPR and the UK Addendum to the extent required under UK GDPR. For the purpose of this section 3.4.a, “Standard Contractual Clauses” means the standard contractual clauses for the transfer of personal data to third countries pursuant to the GDPR, as set out in the Annex to European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 (or any subsequent clauses that may amend or supersede such standard contractual clauses) and the “UK Addendum” means the UK Addendum to the Standard Contractual Clauses published by the UK supervisory authority, the Information Commissioner’s Office and effective 21 March 2022 (or any revised UK Addendum as may be issued by the Information Commissioner’s Office).
- b. To the extent required under GDPR in relation to the transfer of Personal Data outside of the EEA (in the case of EU Personal Data) or the UK (in the case of UK Personal Data) and to the extent GDPR applies to the transfer of personal data from the Subscriber as Controller to Eze as Processor where such transfer in the receipt and/or provision of Services under the Agreement constitutes an international data transfer for the purposes of the UK GDPR and/or the EU GDPR:
 - (i) The parties agree to incorporate into the Agreement the Standard Contractual Clauses and UK Addendum (as such term is defined in this Addendum whereby the Subscriber on one hand is the “data exporter” and Controller and Eze on the other hand is the “data importer” and Processor;
 - (ii) The “competent supervisory authority” is the supervisory authority in Ireland, the footnotes, Clause 9(a) Option 1, Clause 11(a) Option and Clause 17 Option 2 are omitted, the time period in Clause 9(a) Option 2 is 30 days, Module Two Transfer controller to processor applies and Modules One, Three and Four are omitted, the content of Schedule A shall constitute the content of the required corresponding annexes to the Standard Contractual Clauses, the Standard Contractual Clauses are governed by the law of Ireland, any dispute arising from the Standard Contractual Clauses will be resolved by the courts of Ireland and if there is any conflict between the terms of the Agreement and the Standard Contractual Clauses in relation to data protection, the Standard Contractual Clauses will prevail, provided that it is acknowledged and agreed by Subscriber that any Losses (as defined in the Agreement) arising in connection with breaches of Personal Data processing (including, but not limited to, claims for breach of the Standard Contractual Clauses - Module Two Transfer controller to processor, to the extent incorporated into this Agreement pursuant to this clause 3.4.b (each a “Data Protection Breach”) shall be subject to the applicable liability-related provisions of the Agreement, provided that nothing in this Agreement shall exclude the liability of either party related to a Data Protection Breach which cannot be limited or excluded under GDPR, to the extent applicable to Subscriber on one hand and Eze on the other hand.

3.5. Personal Data Breach Notification.

- a. Processor will notify Controller without undue delay after becoming aware of a Personal Data Breach involving Controller Personal Data and provide reasonable assistance to Client in its notification of that personal data breach to the relevant supervisory authority and those data subjects affected as set out in Articles 33 (Notification of a personal data breach to the supervisory authority) and 34 (Communication of a personal data breach to the data subject) of GDPR.
- b. Controller is responsible for making notifications related to a Personal Data Breach that are required by applicable law.

3.6. Controller Obligations. Controller agrees that it shall comply at all times with its applicable obligations as a Controller under GDPR, including those set out in this Addendum. Controller acknowledges and agrees to be solely responsible for complying with all necessary transparency and lawfulness requirements as needed pursuant to applicable data protection law(s) including GDPR, including obtaining any necessary consents or authorizations in relation to the Processing of Personal Data outside the EU (in the case of EU Personal Data), the UK (in the case of UK Personal Data) for GDPR compliance purposes. An up-to-date list of the data importer’s sub-processors and their jurisdictions is available at <https://www.ezesoft.com/sub-processors>. The point of contact for questions regarding sub-processors is EZE-privacy@sscinc.com.

4. LGPD

For the purposes of LGPD, Eze and Subscriber agree that, with regard to Controller Personal Data, Eze is the Processor and Subscriber is the Controller and as such are subject to the relevant applicable provisions of LGPD.

- 4.1. Processor will comply with its applicable obligations as a Processor under LGPD, including those requirements set out in Chapter VI of LGPD (Personal Data Processing Agents) and Chapter VII of LGPD (Security and Good Practices).
- 4.2. Processor will notify Controller without undue delay after becoming aware of a Personal Data Breach involving Controller Personal Data and provide reasonable assistance to Client in its notification of that personal data breach to the relevant supervisory authority and those data subjects affected as set out in Article 48 of LGPD. Controller is responsible for making notifications related to a Personal Data Breach that are required by applicable law.
- 4.3. Processor will not disclose or use Personal Data obtained from or on Controller’s behalf for any purpose other than (a) the specific purpose of providing the services set out under the Agreement or performing Processor obligations under the Agreement, (b) in accordance with Controller lawful instructions or (c) as otherwise permitted pursuant to LGPD.
- 4.4. At the choice of Controller, delete or return all Controller Personal Data to Controller after the end of the provision of the services relating to the Processing of Controller Personal Data under the Agreement, and delete existing copies, provided that Processor shall be entitled to retain Controller Personal Data as required by applicable law or Processor relevant policies.
- 4.5. Controller agrees that it shall comply at all times with its applicable obligations as a Controller under LGPD, including those set out in this Addendum. Controller acknowledges and agrees to be solely responsible for complying with all necessary transparency and lawfulness requirements as needed pursuant to applicable data protection law(s) including LGPD, including obtaining any necessary consents or authorizations in relation to the Processing of Personal Data outside Brazil for LGPD compliance purposes. An up-to-date list of the data importer’s sub-processors and their jurisdictions is available at <https://www.ezesoft.com/sub-processors>. The point of contact for questions regarding sub-processors is EZE-privacy@sscinc.com
5. Miscellaneous. It is acknowledged and agreed by the Subscriber that the terms of the Agreement relating to limitations and exclusions of liability shall govern this Addendum.
6. Governing Law. This Addendum shall be governed by the laws of the jurisdiction specified in the Agreement except as expressly set forth otherwise.

Eze Castle Software LLC

Subscriber: _____

Signature

Printed name:

Title:

Effective Date: _____

Signature

Printed name: _____

Title: _____

Date: _____

Schedule A
Information relating to the Processing of Personal Data

Subject matter of Processing	Personal Data, if any, transferred by Eze or otherwise obtained by Eze or its affiliates as processor in connection with the Services under the Agreement.
Duration of Processing	The term of the Agreement and, if applicable, after the termination of this Agreement, to the extent required by applicable GDPR, or as agreed between the parties in writing.
Nature and purpose of Processing	Processing of Personal Data, if any, which may include special categories of personal data, for the purposes of the Services provided under the Agreement.
Types of Personal Data	Information relating to identified or identifiable natural persons, such as name, work landline phone number, work mobile, work email address.
Categories of data subjects	Natural persons connected with Subscriber business, such as Subscriber customers or Subscriber directors, members, agents or representatives, employees, partners, shareholders, and beneficial owners.
Technical and organizational measures including technical and organizational measures to ensure the security of the Personal Data	Eze has adopted a defense-in-depth approach in line with industry practices to effectively address risks and to reduce their potential impact. The security initiative comprises management as well as technical measures and focuses on the following areas: <ul style="list-style-type: none"> • Secure Operations • Application Security • Computing Platform Security • Network Security • Physical Security • Risk Management