

Data Processing Addendum

This *Data Processing Addendum* (the "DPA") is incorporated into the commercial agreement (the "Agreement") that governs the design, deployment, and provision of services provided by ComputerTalk to the Customer (the "Services") and reflects the parties' agreement about the collection, processing, and storage of data through the use of the Services (the "Customer Data"). This DPA is intended to cover the parties' data privacy and protection obligations to comply with privacy laws and regulations worldwide.

The Customer enters into this DPA on behalf of itself, and in the name and on behalf of its authorized affiliates, to the extent that ComputerTalk processes Customer Data on behalf of such authorized affiliates. This DPA is presented online and incorporated by the terms and conditions specifically referencing this DPA.

Applicability

If the Customer signing this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement. In such a case, the ComputerTalk entity that is a party to the Agreement is a party to this DPA.

If the Customer entity signing the DPA is not a party to an Order Form, EULA, or an Agreement directly with ComputerTalk, but is instead a customer indirectly via an authorized reseller of ComputerTalk services, this DPA is not valid and is not legally binding. Such an entity should contact the authorized reseller to discuss whether any amendment to its agreement may be required.

This DPA shall not replace any comparable or additional rights relating to the processing of Customer Data contained in the Customer's Agreement (including any existing data processing addendum to the Agreement).

If the *Standard Contractual Clauses* are required, please print out a copy and send a copy via email to dataprivacy@computer-talk.com. These will be signed by ComputerTalk and returned.

Definitions

Capitalized terms used in this DPA but not defined herein shall have the meaning given to them in the Agreement or the applicable Privacy Legislation.

- a) **Affiliate** means a business entity that (a) controls the party; (b) is controlled by the party; or (c) is under common control with the party but only during the time that such control exists. For this definition, "control(led)" is the ability to determine the management policies of an entity through ownership of a majority of shares or by control of the board of management.
- b) **Authorized Affiliate** means any Customer Affiliate authorized to use the Services pursuant to the Agreement.
- c) **Customer** means the customer receiving ComputerTalk Services and any of its Authorized Affiliates.
- d) **Customer Data** means the personal data (as defined in the Privacy Legislation) uploaded to the Service.



- e) **Documentation** means the security and usage documentation applicable to the Service purchased by the Customer and updated from time to time. Documentation may be attached to the Agreement or this DPA or as otherwise made reasonably available by ComputerTalk.
- f) **EEA** means the European Economic Area.
- g) **Agreement** means the agreement executed by ComputerTalk and the Customer to provide Services.
- h) **Privacy Legislation** means (i) Regulation (EU) 2016/679 (the "General Data Protection Regulation or "GDPR"); (ii) the California Consumer Privacy Act; (iii) and any further applicable national and international privacy and data protection legislation and regulations, as such legislation and regulations are amended, extended, and re-enacted from time to time.
- i) **Service(s)** means the software, professional services, and customer care services provided by ComputerTalk and further described in the Agreement.
- j) **Standard Contractual Clauses** means the *Standard Contractual Clauses* posted [here](#), pursuant to the European Commission Decision of 5 February 2010 on standard contractual clauses for transferring personal data to processors established in third countries.

Data Processing

- a) **Scope.** This DPA governs the processing of Customer Data by ComputerTalk. This DPA is intended to govern the data processing related to the Services in line with the Agreement. This DPA shall be coterminous with the Agreement. A description of data processing can be found [here](#).
- b) **Compliance with laws.** Each party will comply with all applicable laws, rules, and regulations.
- c) **Instructions for data processing and data subject rights.** ComputerTalk will process Customer Data in accordance with the Customer's instructions, as set forth in this DPA, in the Agreement, and any associated documentation of solution design specification such as a Statement of Work. Customizations and configurations performed by the Customer using the ComputerTalk Service user interface, configuration tools, or APIs are considered Customer instructions. If the Customer cannot redress an action required by applicable privacy legislation with tools, functions, or instructions provided by ComputerTalk, the Customer is entitled to give detailed instructions to ComputerTalk via ComputerTalk's customer care portal by opening a support care ticket with the category of "Data Privacy." If the Customer issues an instruction under this DPA, then, subject to verifying the technical feasibility of such instruction, ComputerTalk will document it for the duration of the DPA to ensure the accountability principle of the applicable Privacy Legislation. To the extent that any instruction is not technically feasible at the time that the Customer requests it, the parties' Data Protection Officers (or other relevant personnel) shall meet to discuss in good faith (seeking the guidance of the relevant supervisory authority if necessary) an alternative solution that is

adequate for the Customer's needs and meets the relevant requirements under the applicable Privacy Legislation.

- d) **Data ownership.** The Customer retains all rights, title, and interest to Customer Data. The Customer grants ComputerTalk a non-exclusive right to process data, such as use, copy, store, transmit, modify, display, perform and create derivative works of Customer Data as defined in the Agreement and as permitted by applicable law.
- e) **Access or use.** ComputerTalk will not access or use Customer Data except as described in the Agreement, for the provision of Services, or as instructed by the Customer.
- f) **Disclosure.** ComputerTalk will not disclose Customer Data to any government except as necessary to comply with the law or valid and binding order of a law enforcement agency (such as a subpoena or court order). If a law enforcement agency sends ComputerTalk a demand for Customer Data, ComputerTalk will attempt to redirect the law enforcement agency to request that data directly from the Customer. ComputerTalk may provide the Customer's basic contact information to the law enforcement agency as part of this effort. If compelled to disclose Customer Data to a law enforcement agency, ComputerTalk will give the Customer reasonable notice of the demand to allow the Customer to seek a protective order or another appropriate remedy unless ComputerTalk is legally prohibited.
- g) **ComputerTalk personnel.** ComputerTalk personnel are prohibited from accessing Customer Data without proper authorization from the Customer and internal authorization. All ComputerTalk personnel receive data security and privacy training annually and have agreed to appropriate confidentiality obligations (for the term of their employment and thereafter) insofar as they are not already bound to do so according to relevant legislation regulations.
- h) **Rights of Data Subjects.** As a Data Subject contacts ComputerTalk directly concerning an individual subject right, ComputerTalk will forward the Data Subject's request as soon as reasonably possible to the Customer. Insofar as it is included in the scope of services, the individual subject right will be executed by ComputerTalk without unreasonable delay to the extent required by law. ComputerTalk may provide tools for the Customer to fulfill such requests via the Service.
- i) **Transfers of Customer Data.** The Customer understands that the Services provided by ComputerTalk sometimes require Customer Data to be transferred to a country or territory outside the country or region of the Customer. The Customer agrees to ComputerTalk performing any such transfer of Customer Data to any such country and storing and processing the Customer Data to provide the Services. The *Standard Contractual Clauses* located [here](#) will apply to Customer Data transferred outside the EEA, either directly or via onward transfer, to any country not recognized by the European Commission as providing adequate protection for personal data (as described in the applicable Privacy Legislation). The *Standard Contractual Clauses* will not apply to Customer Data that is not transferred, directly or via onward transfer, outside the EEA. A list of sub-processors and processing locations can be found [here](#).
- j) **Deletion and return of Customer Data.** After the conclusion of the contracted work, or earlier upon request by the Customer, at the latest upon the termination of the

Agreement, ComputerTalk shall make all documents, processing and utilization results, and data sets related to the Customer that has come into its possession available, in a data-protection compliant manner. Otherwise, such data will be subject to ComputerTalk's record retention policy. Any Services performed after the termination of the Agreement will require additional fees.

Responsibilities of ComputerTalk

- a) **Data Protection Officer.** ComputerTalk has appointed a Data Protection Officer in accordance with the applicable Privacy Legislation. ComputerTalk has appointed Jennifer Sutcliffe as Chief Privacy Officer and Data Protection Officer. The data privacy office may be contacted at dataprivacy@computer-talk.com. The Customer shall be informed of any change of Data Protection Officer as soon as possible.
- b) **Security procedures.** ComputerTalk shall establish security procedures in accordance with applicable Privacy Legislation. The measures to be taken are appropriate to the risk concerning the systems' confidentiality, integrity, availability, and resilience. ComputerTalk has considered the state of the art, implementation costs, the nature, scope, and purposes of the processing, as well as the probability of occurrence and the severity of the risk to the rights and freedoms of natural persons. Security controls are described [here](#).
- c) **Technical and organizational measures.** ComputerTalk has implemented measures to maintain the security of its facilities and networks as set forth in the *Cloud Services Security Program* located [here](#). The technical and organizational measures are subject to technical progress and further development. In this respect, it is permissible for ComputerTalk to implement adequate alternative measures, provided such changes do not reduce the security provided. Substantial changes will be documented.
- d) **Review of ComputerTalk security.** The Customer is solely responsible for reviewing the information made available by ComputerTalk relating to data security, making an independent determination as to whether the Services meet the Customer's requirements, and ensuring that the Customer's personnel and consultants follow the guidelines.

Audits

- a) **Audits.** At least annually, ComputerTalk uses external auditors to vet its security measures. This audit is performed by an independent third party that will produce an audit report ("Report"). The Report will be ComputerTalk confidential information. Reports will be made available to the Customer subject to a mutually agreed-upon non-disclosure agreement ("NDA"). At the Customer's written request, ComputerTalk will provide the Customer with a Report so that the Customer can reasonably verify ComputerTalk's compliance with the security obligations under this DPA. Upon request, ComputerTalk will also provide information regarding ComputerTalk's compliance with the obligations set forth in this DPA. The Customer may request an on-site audit of the ComputerTalk systems relevant to protecting the Customer's personal information. The Customer will reimburse ComputerTalk for time spent by ComputerTalk personnel for any on-site audit at then-current professional service rates. Before such an audit, the Customer and ComputerTalk will mutually agree on the scope and schedule of the

audit. All fees charged shall be reasonable in accordance with the time spent by ComputerTalk personnel. The Customer must promptly notify ComputerTalk of any discovered non-compliance. If the *Standard Contractual Clauses* apply, nothing in this section varies or modifies the *Standard Contractual Clauses* nor affects any supervisory authority's or data subject's rights under the *Standard Contractual Clauses*.

- b) **Privacy impact assessment.** At the Customer's written request and subject to a non-disclosure agreement, ComputerTalk will assist the Customer in complying with the Customer's obligation regarding data protection impact assessments or privacy impact assessments under Articles 35 and 36 of GDPR.

Security Breach Notification

ComputerTalk will assist the Customer in complying with the reporting requirements for data breaches. These include:

- a) The obligation to report a confirmed personal data protection breach without undue delay and in no event later than 72 hours. The parties are aware that data protection requirements impose a duty to inform in any event of the loss or unlawful disclosure of personal data or access to it. Therefore, such incidents should be communicated to the Customer as soon as possible. ComputerTalk will take appropriate measures to secure the data and limit any possible detrimental effects on the data subjects. Where the Customer is obligated under applicable law to notify a government authority, ComputerTalk is obliged to assist the Customer in preparing such notification. If the *Standard Contractual Clauses* apply, nothing in this section modifies the *Standard Contractual Clauses* nor affects any supervisory authority's or data subject's rights under the *Standard Contractual Clauses*.
- b) The duty to assist the Customer in providing information to the Data Subject concerned, if required by the applicable Privacy Legislation, and to provide the Customer with all relevant information as soon as reasonably possible.

Sub-Processing

- a) **Sub-processors.** ComputerTalk may transfer data to its Affiliates and hire other companies to provide limited services on its behalf, such as assisting customer support. Any Affiliates and sub-processors will be permitted to obtain Customer Data only to deliver the services ComputerTalk has retained them to provide. They are prohibited from using Customer Data for any other purpose. ComputerTalk shall make appropriate and legally binding contractual arrangements and take appropriate inspection measures to ensure the data protection and security of the Customer's data, even in the case of outsourced ancillary services.
- b) **Third-party services.** The ComputerTalk Services can function in coordination with various third-party services. If the Customer uses a third-party service that integrates with ComputerTalk Services, the Customer is responsible for ensuring proper data privacy terms, international transfer mechanisms, and service terms and conditions (for example, customer care and professional services) are in place with that third-party.
- c) **Current sub-processors.** The Customer agrees that ComputerTalk may use sub-processors to provide the Services and meet other contractual obligations. An up-to-

date list of ComputerTalk sub-processors can be found [here](#). At least 30 days before engaging a new sub-processor, ComputerTalk will update the sub-processor list.

Financial Institutions

- a) **Applicability.** This section applies only where (a) the Customer is an institution as defined in Article 4(1)(3) of Regulation (EU) No 575/2013 or otherwise subject to the EBA.REC/2017/03, or (b) the Customer uses the ComputerTalk Services for purposes subject to regulatory oversight by EEA authorities (including BaFin) with authority to regulate the Customer's financial service activities.
- b) **Access and audit.** ComputerTalk agrees to provide the Customer and Customer's statutory auditor with (a) full access to its business premises and (b) rights of inspection and auditing related to the ComputerTalk Services. The following conditions apply:
 - i. The Customer will exercise such rights in a risk-based and proportional manner considering the nature of the ComputerTalk Services.
 - ii. The Customer may appoint a third party to perform such audits, provided that (a) the Customer can verify the third party has the necessary skills and knowledge to perform the audit effectively, and (b) the Customer procures that the third party is bound by confidentiality obligations no less onerous than those set out in the Agreement.
 - iii. The Customer must provide written notice before an on-site visit in a reasonable period.
 - iv. If the Customer's audit rights could risk another ComputerTalk Customer's Data or Services, ComputerTalk and the Customer will agree on an alternate means to provide necessary assurances.
 - v. When possible, the Customer will rely on certifications, reports, and attestations in place of an audit.
- c) **ComputerTalk outsourcing.** ComputerTalk will enter into written agreements with any subcontractors (that process personal information) that contain obligations and restrictions similar to those found herein.

Non-Disclosure

Confidential Information. Both parties agree that the contents of this DPA are confidential information and are subject to the applicable confidentiality provisions of the Agreement.

Entire Agreement

Conflict. Except as amended by this DPA, the Agreement will remain in full force and effect. If there is a conflict between the Agreement and this DPA, the terms of this DPA will control.

