Data Processing Addendum (DPA)

Request copy for electronic signing

This Data Processing Addendum ("**DPA**") is incorporated by reference into Crucial Data Solutions' ("CDS") Terms of Service available at www.crucialdatasolutions.com/terms/tos or other agreement governing the use of CDS's services ("**Agreement**") entered by and between you, the Customer (as defined in the Agreement) (collectively, "**you**", "**your**", "**Customer**"), and Crucial Data Solutions, Inc. ("**CDS**", "**us**", "**we**", "**our**") to reflect the parties' agreement with regard to the Processing of Personal Data by CDS solely on behalf of the Customer. Both parties shall be referred to as the "**Parties**" and each, a "**Party**".

Capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement.

By using the Services, Customer accepts this DPA and you represent and warrant that you have full authority to bind the Customer to this DPA. If you cannot, or do not agree to, comply with and be bound by this DPA, or do not have authority to bind the Customer or any other entity, please do not provide Personal Data to us.

In the event of any conflict between certain provisions of this DPA and the provisions of the Agreement, the provisions of this DPA shall prevail over the conflicting provisions of the Agreement solely with respect to the Processing of Personal Data.

1. **DEFINITIONS**

(a) "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

(b) "**Authorized Affiliate**" means any of Customer's Affiliate(s) which is explicitly permitted to use the Services pursuant to the Agreement between Customer and CDS but has not signed its own agreement with CDS and is not a "Customer" as defined under the Agreement.

(c) "**CCPA**" means the California Consumer Privacy Act of 2018, Cal. Civ. Code §§ 1798.100 et. Seq, and its implementing regulations, as may be amended from time to time.

(d) The terms, "**Controller**", "**Member State**", "**Processor**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning as in the GDPR. The terms "**Business**", "**Business Purpose**", "**Consumer**" and "**Service Provider**" shall have the same meaning as in the CCPA.

For the purpose of clarity, within this DPA "**Controller**" shall also mean "**Business**", and "**Processor**" shall also mean "**Service Provider**", to the extent that the CCPA applies. In the same manner, Processor's Sub-processor shall also refer to the concept of Service Provider.

(e) "**Data Protection Laws**" means all applicable and binding privacy and data protection laws and regulations, including those of the European Union, the European Economic Area and their Member States, Switzerland, the United Kingdom, Canada, Israel and the United States of America, including the GDPR, the UK GDPR, and the CCPA, applicable to, and in effect at the time of, the Processing of Personal Data hereunder.

(f) "**Data Subject**" means the identified or identifiable person to whom the Personal Data relates.

(g) "**GDPR**" means the 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.

(h) "**Personal Data**" or "**Personal Information**" means any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, to or with an identified or identifiable natural person or Consumer, which is processed by CDS solely on behalf of Customer under this DPA and the Agreement.

(i) "**Services**" means the cloud-based work operating system platform ("**Platform**") and any other services provided to Customer by CDS under the Agreement.

(j) "**Security Documentation**" means the security documentation, as updated from time to time setting forth the technical and organizational measures adopted by CDS that are applicable to the Processing of Personal Data by CDS under the Agreement and this DPA accessible via www.CDS/trustcenter/datasecure, or as otherwise made reasonably available to Customer by CDS.

(k) "**Sensitive Data**" means Personal Data that is protected under a special legislation and requires unique treatment, such as "special categories of data", "sensitive data" or other materially similar terms under applicable Data Protection Laws, which may include any of the following: (a) social security number, tax file number, passport number, driver's license number, or similar identifier (or any portion thereof); (b) financial or credit information, credit or debit card number; (c) information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning a person's health, sex life or sexual orientation, or data relating to criminal convictions and offences; (d) Personal Data relating to children; and/or (e) account passwords in unhashed form.

(l) "**Standard Contractual Clauses**" means (a) in respect of transfers of Personal Data subject to the GDPR, the Standard Contractual Clauses between controllers and processors (located **here**), and between processors and processors (located **here**), as approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, including all Annexes I, II and V thereto, ("**EU SCCs**"), (b) in respect of transfers of Personal Data subject to the UK GDPR, the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses of 21 March 2022 (version B.1.0), as incorporated into the EU SCCs through Annex III thereto ("**UK Addendum**"); and (c) in respect of transfers subject to the Federal Act on Data Protection (FADP – as revised as of 25 September 2020), the terms set forth in Annex IV of the EU SCCs ("**Switzerland Addendum**").

(m) "**Sub-processor**" means any third party that carries out specific Processing activities of Personal Data under the instruction of CDS.

(n) "**UK GDPR**" means the Data Protection Act 2018, as well as the 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 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419).

2. **PROCESSING OF PERSONAL DATA**

2.1 **Roles of the Parties.** The Parties acknowledge and agree that with regard to the Processing of Personal Data solely by CDS on behalf of Customer: (a) Customer is the Controller of Personal Data, and (b) CDS is the Processor of such Personal Data. The terms "Controller" and "Processor" below signify Customer and CDS, respectively.

2.2 **Customer's Obligations**. Customer, in its use of the Services, and Customer's instructions to the Processor, shall comply with Data Protection Laws, the Agreement and this DPA. Customer shall establish and have any and all required legal bases in order to collect, Process and transfer to Processor the Personal Data, and to authorize the Processing activities conducted by Processor on Customer's behalf in accordance with the Agreement and this DPA, including the pursuit of a Business Purpose.

2.3 **Processor's Processing of Personal Data**. Processor shall Process Personal Data for the following purposes: (a) in accordance with the Agreement and this DPA; (b) in connection with its provision of the Services; (c) to comply with Customer's reasonable and documented instructions, where such instructions are consistent with the terms of the Agreement and this DPA, and regard the manner in which the Processing shall be performed; and (d) as required under the laws applicable to Processor, and/or as required by a court of competent jurisdiction or other competent governmental or semi-governmental authority, provided that Processor shall

inform Customer of the legal requirement before Processing, unless such law or order prohibits disclosing such information.

Processor shall inform Customer without undue delay if, in Processor's reasonable opinion, an instruction for the Processing of Personal Data given by Customer infringes applicable Data Protection Laws, unless Processor is prohibited from notifying Customer under applicable Data Protection Laws. It is hereby clarified that Processor has no obligation to assess whether instructions by Customer infringe any Data Protection Laws.

2.4 **Details of Processing**. The subject-matter of Processing of Personal Data by Processor is the performance of the Services pursuant to the Agreement and this DPA. The details relating to the duration, nature and purpose, types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 1 (Details of Processing) to this DPA.

2.5 **Sensitive Data**. The Parties agree that the Services are not intended for the Processing of Sensitive Data, and that if Customer wishes to use the Services to Process Sensitive Data, it must first obtain the CDS's explicit prior written consent and enter into any additional agreements as may be required by CDS.

2.6 **CCPA Standard of Care; No Sale of Personal Information**. Processor acknowledges and confirms that it does not receive or process any Personal Information as consideration for any services or other items that Processor provides to Customer under the Agreement or this DPA. Processor shall not have, derive, or exercise any rights or benefits regarding Personal Information Processed on Customer's behalf, nor shall it combine the Personal Information submitted to the Platform and Processed on Customer's behalf with any information it processes on behalf of any other parties, by way of logical separation, and may use and disclose Personal Information solely for the purposes for which such Personal Information was provided to it, as stipulated in the Agreement and this DPA. Processor certifies that it understands the rules, requirements and definitions of the CCPA – in instances where Processor may qualify as Service Provider as defined in the CCPA – and agrees to refrain from selling and/or sharing (as such terms are defined in the CCPA) any Personal Information Processed hereunder without Customer's prior written consent or instruction, nor take any action that would cause any transfer of Personal Information to or from Processor under the Agreement or this DPA to qualify as "selling" or "sharing" such Personal Information under the CCPA.

3. **DATA SUBJECT REQUESTS**

If Processor receives a request from a Data Subject or Consumer to exercise their rights (to the extent available to them under applicable Data Protection Laws) of access, right to rectification,

restriction of Processing, erasure, data portability, objection to the Processing, their right not to be subject to automated individual decision making, to opt-out of the sale of Personal Information, or the right not to be discriminated against ("**Data Subject Request**"), Processor shall notify Customer or refer Data Subject or Consumer to Customer. Taking into account the nature of the Processing, Processor shall assist Customer, insofar as this is possible and reasonable, to enable Customer to respond to a Data Subject Request. Processor may refer Data Subjects or Consumers to the Customer's Admin – for the treatment of such request or advise them on using the self-exercising features available within the Platform.

4. **CONFIDENTIALITY**

Processor shall ensure that its personnel and contractors engaged in the Processing of Personal Data have committed themselves to confidentiality or are otherwise under an statutory obligation of confidentiality.

5. **SUB-PROCESSORS**

5.1 Appointment of Sub-processors.
Customer acknowledges and agrees that (a) Processor's Affiliates may be engaged as Sub-processors; and (b) Processor and Processor's Affiliates may each engage third party Sub-processors in connection with the provision of the Services.

5.2 List of Current Sub-processors and Notification of New Sub-processors.

5.2.1 As of the Effective Date Customer hereby grants Processor general written authorization to engage with the Sub-processors set out at www.CDS/terms/subprocessors ("**Sub-processor's Page**"), which are currently used by Processor to process Personal Data.

5.2.2 The Sub-processor Page offers a mechanism to subscribe to notifications of the engagement of new and the replacement of existing Sub-processors ("**Sub-processor Notice**") and Customer acknowledges that it shall subscribe to this mechanism upon entering this DPA and that the notifications sent through this mechanism fulfils the Processor's obligations to notify Customer of the appointment of a new or replacement of an existing Sub-processor.

5.3 **Objection to New Sub-processors**. Pursuant to the publication of a new Sub-processor Notice, Customer may reasonably object to Processor's use of a new or replacement of a Sub-processor, for reasons relating to the protection of Personal Data intended to be Processed by such Sub-processor. Such objection must be submitted promptly by notifying Processor in writing to privacy@CDS within seven (7) days following publication of a new Sub-processor Notice, in which Customer shall detail the reasons for the objection to using such new Sub-processor. Where Customer has not objected within such seven (7) day period in the

manner described above, the use of the new Sub-Processor shall be deemed accepted by Customer. In the event Customer reasonably objects to a new Sub-processor, as permitted in the preceding sentences, Processor 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 Sub-processor without unreasonably burdening the Customer. If Processor is unable to make available such change within thirty (30) days following receipt of the objection, Customer may, as a sole remedy, terminate the Agreement and this DPA with respect only to those elements of the Services which cannot be provided by Processor without the use of the objected-to new Sub-processor, by providing written notice to Processor. All amounts outstanding under the Agreement before the termination date with respect to the Processing at issue shall be duly paid to Processor. Until a decision is made regarding the new Sub-processor, Processor may temporarily avoid or cease the Processing of the affected Personal Data and/or suspend access to the Services. Customer will have no further claims against Processor due to the termination of the Agreement (including, without limitation, requesting refunds) and/or the DPA in the situation described in this paragraph.

5.4 **Agreements with Sub-processors**. Processor or a Processor's Affiliate has entered into a written agreement with each existing Sub-processor, and shall enter into a written agreement with each new Sub-processor, containing the same or materially similar data protection obligations as set out in this DPA, in particular obligations to implement appropriate technical and organizational measures in such a manner that the Processing will meet the requirements of the GDPR. Where a Sub-processor fails to fulfil its data protection obligations concerning its Processing of Personal Data, Processor shall remain responsible to the Customer for the performance of the Sub-processor's obligations.

6. **SECURITY & AUDITS**

6.1 **Controls for the Protection of Personal Data**. Processor shall maintain appropriate industry-standard technical and organizational measures for protection of Personal Data Processed hereunder (including measures against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data, confidentiality and integrity of Personal Data). Upon Customer's reasonable request, Processor will reasonably assist Customer, at Customer's cost and subject to the provisions of Section 11.1 below, in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the Processing and the information available to Processor.

6.2 **Audits and Inspections**. Upon Customer's 14 days prior written request at reasonable intervals (but no more than once every 12 months), and subject to strict confidentiality undertakings by Customer, Processor shall make available to Customer that is not a competitor

of Processor (or Customer's independent, reputable, third-party auditor that is not a competitor of Processor and not in conflict with Processor, subject to their confidentiality and non-compete undertakings) information necessary to demonstrate compliance with this DPA, and allow for and contribute to audits, including inspections, conducted by them. Processor may satisfy its obligations under this section by answering Customer's questionnaire-based audits and/or by providing Customer with attestations, certifications and summaries of audit reports conducted by accredited third party auditors solely related to Processor's compliance with this DPA. Any information relating to audits, inspections and the results therefrom, including the documents reflecting the outcome thereof, shall only be used by Customer to assess Processor's compliance with this DPA, and shall not be used for any other purpose or disclosed to any third party without Processor's prior written approval. Upon Processor's first request, Customer shall transfer to Processor all records or documentation that was provided by Processor or collected and/or generated by Customer (or each of its mandated auditors) in the context of the audit and/or the inspection.

6.3 In the event of an audit or inspections as set forth above, Customer shall ensure that it (and each of its mandated auditors) will not cause (or, if it cannot avoid, minimize) any damage, injury or disruption to Processor's operations, premises, equipment, personnel and business, as applicable, while conducting such audit or inspection.

6.4 The audit rights set forth in 6.2 above, shall only apply to the extent that the Agreement does not otherwise provide Customer with audit rights that meet the relevant requirements of Data Protection Laws (including, where applicable, article 28(3)(h) of the GDPR or the UK GDPR). If and to the extent that the Standard Contractual Clauses apply, nothing in this Section 6 varies or modifies the Standard Contractual Clauses nor affects any Supervisory Authority's or Data Subject's rights under the Standard Contractual Clauses.

7. **DATA INCIDENT MANAGEMENT AND NOTIFICATION**

7.1 Processor maintains internal security incident management policies and procedures and, to the extent required under applicable Data Protection Laws, shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data Processed by Processor on behalf of the Customer (a "**Data Incident**"). Processor shall make reasonable efforts to identify and take those steps as Processor deems necessary and reasonable designed to remediate and/or mitigate the cause of such Data Incident to the extent the remediation and/or mitigation is within Processor's reasonable control. The obligations herein shall not apply to Data Incidents that are caused by Customer, its Users or anyone who uses the Services on Customer's behalf.

7.2 Customer will not make, disclose, release or publish any finding, admission of liability, communication, notice, press release or report concerning any Data Incident which directly or

indirectly identifies Processor (including in any legal proceeding or in any notification to regulatory or supervisory authorities or affected individuals) without Processor's prior written approval, unless, and solely to the extent that, Customer is compelled to do so pursuant to applicable Data Protection Laws. In the latter case, unless prohibited by such laws, Customer shall provide Processor with reasonable prior written notice to provide Processor with the opportunity to object to such disclosure and in any case Customer will limit the disclosure to the minimum scope required by such laws.

8. **RETURN AND DELETION OF PERSONAL DATA**

Following termination of the Agreement and cessation of the Services, at the choice of Customer (indicated through the Platform or in written notification to Processor), Processor upon notice by Customer, shall delete or return to Customer all the Personal Data it Processes on behalf of the Customer in the manner described in the Agreement, unless laws applicable to Processor requires or permits otherwise.

9. **CROSS-BORDER DATA TRANSFERS**

9.1 **Transfers from the EEA, Switzerland and the United Kingdom to countries that offer an adequate level of data protection**. Personal Data may be transferred from EU Member States and Norway, Iceland and Liechtenstein (collectively, "**EEA**"), Switzerland and the United Kingdom ("**UK**") to countries that offer an adequate level of data protection under or pursuant to the adequacy decisions published by the relevant authorities of the EEA, Switzerland, and/or the UK as relevant ("**Adequacy Decisions**"), as applicable, without any further safeguard being necessary.

9.2 **Transfers from the EEA, Switzerland and the United Kingdom to other countries**. If the Processing of Personal Data by Processor includes a transfer (either directly or via onward transfer):

(i) from the EEA to other countries which have not been subject to a relevant Adequacy Decision, and such transfers are not performed through an alternative compliance mechanism recognized by Data Protection Laws (as may be adopted by Processor in its own discretion) ("**EEA Transfer**"), the terms set forth in the EU SCCs shall apply;

(ii) from the UK to other countries which have not been subject to a relevant Adequacy Decision, and such transfers are not performed through an alternative compliance mechanism recognized by Data Protection Laws (as may be adopted by Processor in its own discretion) ("**UK Transfer**"), the terms set forth in the UK Addendum shall apply;

(iii) from Switzerland to other countries which have not been subject to a relevant Adequacy Decision, and such transfers are not performed through an alternative compliance mechanism recognized by Data Protection Laws (as may be adopted by Processor in its own discretion) ("**Switzerland Transfer**"), the terms set forth in the Switzerland Addendum shall apply;

(iv) the terms set forth in Annex V of the EU SCCs (Additional Safeguards) shall apply to any EEA Transfer, UK Transfer and Switzerland Transfer, where the Standard Contractual Clauses apply.

9.3 **Transfers from other countries**: If the Processing of Personal Data by Processor includes a transfer of Personal Data by and/or mandated by Customer to Processor from any other jurisdiction which mandates a particular compliance mechanism for the lawful transfer of such data be established, Customer shall notify Processor of such applicable requirements, and the Parties may seek to make any necessary amendments to this DPA in accordance with provisions of Section 11.2 below.

10. **AUTHORIZED AFFILIATES**

10.1 **Contractual Relationship**. The Parties acknowledge and agree that, by executing this DPA, Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, in which case each Authorized Affiliate agrees to be bound by the Customer's obligations under this DPA, if and to the extent that Processor Processes Personal Data on the behalf of such Authorized Affiliates, thus qualifying them as the "**Controller**" with respect to the Personal Data Processed on their behalf. All access to and use of the Services by Authorized Affiliates must comply with the terms and conditions of the Agreement and this DPA and any violation of the terms and conditions therein by an Authorized Affiliate shall be deemed a violation by Customer.

10.2 **Communication**. Customer shall remain responsible for coordinating all communication with Processor under the Agreement and this DPA and shall be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

11. **OTHER PROVISIONS**

11.1 **Data Protection Impact Assessment and Prior Consultation**. Upon Customer's reasonable request, Processor shall provide Customer, at Customer's cost, with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR or the UK GDPR (as applicable) to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Processor. Processor shall provide, at Customer's cost, reasonable assistance to Customer in the cooperation or prior consultation

with the Supervisory Authority in the performance of its tasks relating to this Section 11.1, to the extent required under the GDPR or the UK GDPR, as applicable.

11.2 **Modifications**. Each Party may by at least forty-five (45) calendar days prior written notice to the other Party, request in writing any variations to this DPA if they are required as a result of any change in applicable Data Protection Laws to allow Processing of Customer Personal Data to be made (or continue to be made) without breach of such Data Protection Laws. Pursuant to such notice the Parties shall use commercially reasonable efforts to accommodate such required modification, and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements under applicable Data Protection Law as identified in Customer's or Processor's notice as soon as is reasonably practicable. In addition, Processor may amend this DPA from time to time without notice, provided that such changes are not adverse in any material aspect with respect to the Customer's rights or Processor's obligations (i.e. error and typos fixing, making technical adjustments or for any other reasons as Processor deems necessary). For clarity, if Processor makes any material adverse change to Customer's rights or Processor's obligations, Processor will notify Customer by posting an announcement on the site, via the Service and/or by sending an email.

SCHEDULE 1 – DETAILS OF THE PROCESSING

Nature and Purpose of Processing

1. Providing the Services to Customer;

2. Performing the Agreement, this DPA and/or other contracts executed by and between the Parties;

3. Acting upon Customer's instructions, where such instructions are consistent with the terms of the Agreement;

4. Sharing Personal Data with third parties in accordance with Customer's instructions and/or pursuant to Customer's use of the Services (e.g., integrations between the Services and any services provided by third parties, as configured by or on behalf of Customer to facilitate the sharing of Personal Data between the Services and such third party services);

5. Complying with applicable laws and regulations;

6. All tasks related to any of the above.

Duration of Processing

Subject to any section of the DPA and/or the Agreement dealing with the duration of the Processing and the consequences of the expiration or termination thereof, Processor will Process Personal Data for the duration of the Agreement and provision of the Services thereunder, unless otherwise agreed upon in writing.

Type of Personal Data

Customer may submit Personal Data to the Services, the type and extent of which is determined and controlled by Customer in its sole discretion.

Categories of Data Subjects

The Categories of Data Subjects relating to the Personal Data that will be processed by Processor are dependent on the Customer, and may include, but are not limited to, any of the following categories:

● Employees, agents, advisors, freelancers of Customer (who are natural persons)

● Prospects, customers, business partners and vendors of Customer (who are natural persons)

● Employees or contact persons of Customer's prospects, customers, business partners and vendors

● Any other third party individual with whom Customer decides to communicate through the Services.