DATA PROTECTION ADDENDUM

This Data Protection Addendum ("**Addendum**") is incorporated by reference into the Service Agreement ("**Principal Agreement**") between ONSOLVE, LLC and its Affiliates ("**OnSolve**") and the company that executed the Principal Agreement (**"Company"**) acting on its own behalf and as agent for any Company Affiliate. This Addendum is effective as of the last date signed below. Except as modified below, the terms of the Principal Agreement shall remain in full force and effect.

1. Definitions

1.1 Capitalized terms not otherwise defined below shall have the meaning given to them in the Principal Agreement.

1.2 In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

    1.2.1 "**Affiliate**" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership of a party to this Addendum, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;

    1.2.2 "**Company Personal Data**" means any Personal Data Processed by a Contracted Processor on behalf of a Company pursuant to or in connection with the Principal Agreement;

    1.2.3 "**Company Personal Data Breach**" means a Personal Data Breach affecting Company Personal Data;

    1.2.4 "**Contracted Processor**" means OnSolve or a Subprocessor;

    1.2.5 "**Data Protection Laws**" means, to the extent applicable, the GDPR, UK GDPR, California Consumer Privacy Act, California Privacy Rights Act, the Colorado Privacy Act, the Connecticut Data Privacy Act, the Virginia Consumer Data Protection Act, the Utah Consumer Privacy Act, and the data protection or privacy laws and regulations of any other country or jurisdiction;

    1.2.6 "**Data Subject**" means any natural person to which any piece of "personal data" pertains, including a "consumer," "data subject," or similar term as defined under the Data Protection Laws.

    1.2.7 "**GDPR**" means EU General Data Protection Regulation 2016/679;

    1.2.8 "**Personal Data**" means any information that is considered "personally identifiable information," "personal information," "personal data," or like terms under applicable Data Protection Laws, including, but not limited to, information regarding or reasonably capable of being associated with an identifiable individual, device, or household. Personal Data may relate to any individual, including a current, prospective or former customer, employee, vendor or Data Subject of any Party and includes such information in any form, including paper and electronic forms. For avoidance of doubt, Personal Data shall not include anonymous, aggregated, or de-identified data to the extent such data is exempted or excluded from regulation under applicable Data Protection Laws;

    1.2.9 "**Restricted Transfer**" means:

        1.2.9.1 a transfer of Company Personal Data from Company to a Contracted Processor; or

        1.2.9.2 an onward transfer of Company Personal Data from a Contracted Processor to a Contracted Processor, or between two establishments of a Contracted Processor.

In each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws) in the absence of the Standard Contractual Clauses;

1.2.10 "**Services**" means the services and other activities to be supplied to or carried out by or on behalf of OnSolve for Company pursuant to the Principal Agreement;

1.2.11 "**Standard Contractual Clauses**" means: in respect of transfers of personal data which are subject to the UK GDPR, the contractual clauses set out in Schedule 4; and, in respect of transfers of personal data which are subject to the GDPR, the contractual clauses set out in Schedule 5;

1.2.12 "**Subprocessor**" means any entity appointed by or on behalf of OnSolve to Process Personal Data on behalf of Company in connection with the Principal Agreement;

1.2.13 "**UK GDPR**" means 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

1.3 The terms, "**Controller,**" "**Personal Data Breach,**" "**Processing,**" shall have the same meaning as in the applicable Data Protection Laws, and their cognate terms shall be construed accordingly.

1.4 The word "**include**" shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.

2. Processing of Company Personal Data

2.1 The Company warrants and undertakes to OnSolve that:

2.1.1 it has all necessary rights to authorise OnSolve to process Company Personal Data in accordance with this Addendum and the Data Protection Laws; and

2.1.2 its instructions to OnSolve relating to processing of Company Personal Data will not put OnSolve in breach of Data Protection Laws.

2.2 OnSolve shall:

2.2.1 comply with all applicable Data Protection Laws in the Processing of Company Personal Data;

2.2.2 provide the same level of privacy protection to Personal Data as required of the Company under all applicable Data Protection Laws;

2.2.3 not further collect, sell, use, retain, disclose or otherwise Process Company Personal Data other than on the Company's documented instructions pursuant to the Company's specified business purpose (including as set out in Schedule 1), unless Processing is required by applicable laws to which the relevant Contracted Processor is subject, in which case OnSolve shall, to the extent permitted by applicable laws, inform the Company of that legal requirement before the relevant Processing of that Personal Data;

2.2.4 ensure that all Onsolve personnel who have access to Company Personal Data are subject to suitable confidentiality obligations;

2.2.5 implement and maintain technical and organizational measures designed to prevent a Personal Data breach, as described in Schedule 2, and in the event of a Personal Data Breach, notify Company without undue delay;

2.2.6 taking into account the nature of the processing, assist Company by appropriate technical and organizational measures, insofar as this is possible, to provide such assistance as Company may reasonably request to meet its obligations under Data Protection Laws in responding to requests from data subjects exercising their rights under Data Protection Laws;

2.2.7 taking into account the nature of the processing and information available to Onsolve, provide reasonable assistance to Company in meeting its obligations under Data Protection Laws relating to security, personal data breach notification, data protection impact assessments and prior consultation with supervisory authorities;

2.2.8 at the choice of Company, delete or return all Company Personal Data upon the termination of the Principal Agreement unless otherwise required under applicable laws; and

2.2.9　　　notify the Company within five (5) business days if it makes the determination that it can no longer meet its obligations under applicable Data Protection Laws or this Addendum, or if it believes that an instruction of Company infringes such Data Protection Laws or this Addendum.

2.3　　Onsolve shall not:

2.3.1　　　sell Personal Data on behalf of the Company when a Data Subject has opted-out of the sale of their Personal Data with the Company under applicable Data Protection Laws, regardless of the instruction of the Company;

2.3.2　　　sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, any Company Personal Data outside of the business relationship between OnSolve and the Company and in no event to another business or a third party for monetary or other valuable consideration unless expressly permitted by Data Protection Laws;

2.3.3　　　Process any Personal Data for the purposes of cross-contextual behavioral advertising, as that term is defined and interpreted under Data Protection Laws; and

2.3.4　　　combine Company Personal Data with Personal Data it receives from or on behalf of another person or persons, or that it collects from its own interactions.

3. Sub-processing

3.1　　OnSolve may continue to use those Subprocessors listed in Schedule 3.

3.2　　OnSolve shall give Company prior written notice of the appointment of any new Subprocessor, including full details of the Processing to be undertaken by the Subprocessor. If, within twenty (20) business days of receipt of that notice, Company notifies OnSolve in writing of any objections (on reasonable grounds) to the proposed appointment:

3.2.1　　　OnSolve shall work with Company in good faith to make available a commercially reasonable change in the provision of the Services to address Company's objection; and

3.2.2　　　where such a change cannot be made within forty-five (45) days from OnSolve's receipt of Company's notice, notwithstanding anything in the Principal Agreement, Company may by written notice to OnSolve with immediate effect terminate the Principal Agreement to the extent that it relates to the Services which require the use of the proposed Subprocessor.

3.3　　With respect to each Subprocessor, OnSolve shall ensure that Subprocessor is governed by a written contract including terms which offer at least the same level of protection for Company Personal Data as those set out in this Addendum, and shall carry out adequate due diligence to ensure that Subprocessor is capable of appropriately protecting personal data.

4. Audit rights

4.1　　OnSolve shall make available to the Company on request all information reasonably necessary to demonstrate compliance with this Addendum and will allow for and contribute to audits, including inspections, conducted by the Company or another auditor mandated by the Company, provided that the Company gives OnSolve reasonable prior written notice of each such audit and that each audit is carried out upon execution of a specific nondisclosure agreement, and at the Company's cost, during regular business hours, so as to cause the minimum disruption to OnSolve's business and without the Company or its auditor having any access to any data belonging to a customer other than the Company. For the avoidance of doubt, any materials disclosed during such audits and the results of and/or outputs from such audits will be kept confidential by the Company.

4.2　　OnSolve will only be required to submit to one audit or inspection in any calendar year, except for any additional audits or inspections which:

4.2.1　　　Company reasonably considers necessary because a Company Personal Data Breach; or

4.2.2　　　Company is required to carry out by Data Protection Laws.

4.3   Information and audit rights of the Company only arise under section 10.1 to the extent that the Principal Agreement does not otherwise give them information and audit rights meeting the relevant requirements of applicable Data Protection Laws.

5.   Restricted Transfers

5.1   Subject to section 5.2, the Company (as "data exporter") and each Contracted Processor, as appropriate, (as "data importer") hereby enter into the following terms, which will be considered incorporated into this Addendum:

    5.1.1   in respect of a Restricted Transfer of Company Personal Data which is subject to the UK GDPR, the provisions set out in Schedule 4; and

    5.1.2   in respect of a Restricted Transfer of Company Personal Data which is subject to the GDPR, the provisions set out in Schedule 5.

5.2   Section 5.1 shall not apply to a Restricted Transfer unless its effect, together with other reasonably practicable compliance steps (which, for the avoidance of doubt, do not include obtaining consents from Data Subjects), is to allow the relevant Restricted Transfer to take place without breach of applicable Data Protection   Laws.

6.   General Terms

Governing law and jurisdiction

6.1   Without prejudice to clauses 17 (Governing law) and 18 (Choice of forum and jurisdiction) of the Standard Contractual Clauses described in Schedule 5, and clauses 7 (Mediation and Jurisdiction) and 9 (Governing Law) of the Standard Contractual Clauses described in Schedule 4:

    6.1.1   the parties to this Addendum hereby submit to the choice of jurisdiction stipulated in the Principal Agreement with respect to any disputes or claims howsoever arising under this Addendum, including disputes regarding its existence, validity or termination or the consequences of its nullity; and

    6.1.2   this Addendum and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Principal Agreement.

Order of precedence

6.2   Nothing in this Addendum reduces OnSolve's obligations under the Principal Agreement in relation to the protection of Personal Data or permits OnSolve to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Principal Agreement. In the event of any conflict or inconsistency between this Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

6.3   Subject to section 6.2, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including the Principal Agreement and agreements entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail.

Severance

6.4   Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

IN WITNESS WHEREOF, this Addendum is entered into and becomes a binding part of the Principal Agreement with effect from the date first set out above.

Company   **OnSolve, LLC**

Signature: _____   **Signature:** _____

Name: _____   **Name:** _____

Title: _____   **Title:** _____

Date Signed: _____   **Date Signed:** _____

SCHEDULE 1: DETAILS OF PROCESSING OF COMPANY PERSONAL DATA

This Schedule 1 includes certain details of the Processing of Company Personal Data as required by Data Protection Laws.

LIST OF PARTIES

Data exporter(s): [Populated with details of, and deemed signed on behalf of, the Data Exporter (Company):]

Name: . . . .

Address: . . . .

Contact person's name, position and contact details: . . . .

Activities relevant to the data transferred under these clauses: . . . .

Signature and date: . . . .

Role (controller/processor): Controller

[REPLICATE SECTION 1 ABOVE IF THERE ARE MULTIPLE EXPORTERS]

Data importer(s):

Name: Onsolve LLC

Address: 6240 Avalon Boulevard, Alpharetta, GA 30009

Contact person's name, position and contact details: VP, Security & Compliance (security@onsolve.com)

Activities relevant to the data transferred under these clauses: Processing of Company Personal Data in order to provide the Services.

Signature and date: The signature and date shown on the Addendum above.

Role (controller/processor): Processor

A.   **DESCRIPTION OF TRANSFER**

Subject matter and duration of the Processing of Company Personal Data

The subject matter and duration of the Processing of the Company Personal Data are set out in the Principal Agreement and this Addendum.

The nature and purpose of the Processing of Company Personal Data

The processing of Company Personal Data as requested by Company in order to utilize those critical communication services set out in the Principal Agreement.

The types of Company Personal Data to be Processed

Name, business contact details (work telephone number, cell phone number, e-mail address and office address and location), personal contact details (home telephone number, cell phone number, other telephone, e-mail address and physical address), geolocation, employment details including employer name, job title and function, and employee ID.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

None

The categories of Data Subject to whom the Company Personal Data relates

Categories of Data Subjects, as determined by the Company, may include company representatives and (end) users, such as employees, job applicants, contractors, collaborators, partners, suppliers and customers of the Company. Data Subjects also may include consumers and individuals attempting to communicate or transfer personal data to users of the services to be provided under the Principal Agreement.

The obligations and rights of Company and Company Affiliates

The obligations and rights of Company and Company Affiliates are set out in the Principal Agreement and this Addendum.

Instructions for Processing Company Personal Data

The instructions for Processing Company Personal Data are set out in the Principal Agreement.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

The transfer will occur on a continuous basis throughout the duration of the Principal Agreement.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

For the duration of the performance of the services pursuant to the Principal Agreement.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

The processing of personal data by sub-processors is for the performance of the Data Importer Services pursuant to the Principal Agreement and continues for the duration of the Services.

B.   **COMPETENT SUPERVISORY AUTHORITY**

Identify the competent supervisory authority/ies in accordance with clause **13 of the EU Standard Contractual Clauses.**

The Irish Data Protection Commission.

SCHEDULE 2: TECHNICAL AND ORGANIZATIONAL MEASURES

Described in OnSolve's Security Standards, which shall be provided to Company upon written request. OnSolve's Security Standards may be updated from time to time; however, with respect to the level of security protocols and resulting level of protection of data, OnSolve's Security Standards shall not be materially degraded

SCHEDULE 3: Approved Sub-Processors

OnSolve's Sub-processor list is available at https://www.onsolve.com/company/security/subprocessors/

SCHEDULE 4: UK ADDENDUM TO THE EU MODEL CLAUSES

The UK International Data Transfer Addendum to the EU Commission Standard Contractual Clauses, issued by the UK Information Commissioner under s119A(1) of the Data Protection Act 2018 and available here https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/international-transfers/international-data-transfer-agreement-and-guidance/, with the following modifications:

- Tables 1 and 3 are deemed completed by the information in Schedules 1 to 3 of this Addendum.
- Table 2 is deemed completed with the "Approved SCCs" as set out in Schedule 5 of this Addendum.
- In Table 4, the option "neither Party" is selected.

SCHEDULE 5: EU STANDARD CONTRACTUAL CLAUSES

Module 2 of the standard contractual clauses adopted by Commission Implementing Decision (EU) 2021/914, available at https://commission.europa.eu/publications/standard-contractual-clauses-international-transfers_en with the following modifications:

- Optional clause 7 is applied;
- In Clause 9, option 2 is selected, the time period is 20 business days, and the agreed list is given in Schedule 3 to this Addendum;
- The optional wording in clause 11 is not applied;
- In clause 17, Option 1 is selected, and in clauses 17 and 18 the specified Member State is Ireland; and
- References to Annexes I and II will be taken to be references to the contents of Schedule 1 and 2 of this Addendum respectively.