
DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) is incorporated by reference into Eloops’ Terms and Conditions at <https://eloops.com/terms-of-service/> or other agreement governing the use of Eloops’ services (“**Agreement**”) entered by and between you, the Customer (as defined in the Agreement) (collectively, “**you**”, “**your**”, “**Customer**”), and Eloops Ltd. or an Affiliate (“**Eloops**”, “**Processor**”, “**us**”, “**we**”, “**our**”) to reflect the parties’ agreement with regard to the Processing of Personal Data by Eloops 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 Service pursuant to the Agreement between Customer and Eloops but has not signed its own agreement with Eloops 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.
- (d) The terms, “**Controller**”, “**Data Subject**”, “**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.
- (e) For the purpose of clarity, within this DPA “**Controller**” shall also mean “**Business**”, and “**Processor**” shall also mean “**Service Provider**”. In the same manner, Processor’s Sub-processor shall also refer to the concept of Service Provider.
- (f) “**Data Protection Laws**” means all privacy and data protection laws and regulations, including such laws and regulations of the European Union, the European Economic Area and their Member States, Switzerland, the United Kingdom, Australia, Israel and the United States of America, as applicable to the Processing of Personal Data under the Agreement including (without limitation) the GDPR, the UK GDPR, the Data Protection Act 2018, the AU Privacy Principles (APPs) of the Privacy Act 1988, and the CCPA, as applicable to the Processing of Personal Data hereunder.
- (g) “**Data Subject**” means the identified or identifiable person to whom the Personal Data relates.

- (h) **"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, and repealing Directive 95/46/EC (General Data Protection Regulation).
- (i) **"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 (as defined in the CCPA), which is processed by Eloops solely on behalf of Customer, under this DPA and the Agreement between Customer and Eloops.
- (j) **"Services"** means the services provided to Customer by Processor in accordance with the Agreement.
- (k) **"Security Documentation"** means the security documentation applicable to the Services purchased by Customer, as updated from time to time and as made reasonably available by Eloops.
- (l) **"Sensitive Data"** means Personal Data which includes 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) credit or debit card number; (c) financial, credit, genetic, biometric or health information; (d) information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences; (e) account passwords; or (f) other information that falls within the definition of "special categories of data" under applicable Data Protection Laws
- (m) **"Sub-processor"** means any third party that Processes Personal Data under the instruction or supervision of Eloops.
- (n) **"Standard Contractual Clauses"** means the standard contractual clauses and related annexes and appendices ("**SCC**"), which form part of this DPA pursuant to (i) until September 27, 2021, and in relation to transfers from the UK including after September 27, 2021, the European Commission Decision of February 2, 2010 on standard contractual clauses for transfers of personal data to processors established in third countries under Directive 95/46/EC in the form available as Schedule 2 of this DPA; or (ii) from September 27, 2021, but excluding transfers from the UK, the European Commission Decision C(2021) 3972 of June 4, 2021 on standard contractual clauses for transfers between EU and non-EU countries in the form available at <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32021D0914&from=EN>; each to the extent determined in Section 9.2 of this DPA.
- (o) **"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 performed solely on behalf of Customer, (i) Customer is the Controller of Personal Data, (ii) Eloops is the Processor of such Personal Data, (iii) for the purposes of the CCPA (and to the extent applicable), Customer is the "Business" and Eloops is the "Service Provider" (as such terms are defined in the CCPA), with respect to Processing of Personal Data

described in this Section 2.1. The terms “Controller” and “Processor” below hereby signify Customer and Eloops, respectively.

- 2.2 **Customer’s Processing of Personal Data.** Customer, in its use of the Service, and Customer’s instructions to the Processor, shall comply with Data Protection Laws. 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 by Processor, and for Processor’s Processing activities on Customer’s behalf, including the pursuit of ‘business purposes’ as defined under the CCPA.
- 2.3 **Processor’s Processing of Personal Data.** When Processing solely on Customer’s behalf under the Agreement, Processor shall Process Personal Data for the following purposes: (i) Processing in accordance with the Agreement and this DPA; (ii) Processing for Customer to be able to use the Service; (iii) Processing to comply with Customer’s reasonable and documented instructions, where such instructions are consistent with the terms of the Agreement, regarding the manner in which the Processing shall be performed; (iv) rendering Personal Data fully anonymous, non-identifiable and non-personal in accordance with applicable standards recognized by Data Protection Laws and guidance issued thereunder; (v) Processing as required under the laws applicable to Processor, provided that Processor shall inform Customer of the legal requirement before Processing, unless that law prohibits such information on important grounds of public interest.

Processor shall inform Customer without undue delay if, in Processor’s opinion, an instruction for the Processing of Personal Data given by Customer infringes applicable Data Protection Laws. To the extent that Processor cannot comply with an instruction from Customer, Processor (i) shall inform Customer, providing relevant details of the issue, (ii) Processor may, without liability to Customer, temporarily cease all Processing of the affected Personal Data (other than securely storing such data) and/or suspend access to the Account, and (iii) if the Parties do not agree on a resolution to the issue in question and the costs thereof, Customer may, as its sole remedy, terminate the Agreement and this DPA with respect to the affected Processing, and Customer shall pay to Processor all the amounts owed to Processor or due before the date of termination. Customer will have no further claims against Processor (including, without limitation, requesting refunds for Service) pursuant to the termination of the Agreement and the DPA as described in this paragraph.

- 2.4 **Details of the Processing.** The subject-matter of Processing of Personal Data by Processor is the performance of the Service pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the 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 Processor’s explicit prior written consent.
- 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. Processor shall not have, derive, or exercise any rights or benefits regarding Personal Information Processed on Customer’s behalf, 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 and agrees to refrain from selling (as such term is defined in the CCPA) any Personal Information Processed hereunder, without Customer’s prior written consent, nor

taking any action that would cause any transfer of Personal Information to or from Processor under the Agreement or this DPA to qualify as “selling” such Personal Information under the CCPA.

3. RIGHTS OF DATA SUBJECTS

- 3.1 **Data Subject Requests.** Processor shall, to the extent legally permitted, promptly notify Customer or refer Data Subject or Consumer, as the case may be, to Customer, if Processor receives a request from a Data Subject or Consumer to exercise their rights (to the extent available to them under applicable law) of access, right to rectification, restriction of Processing, erasure (“**right to be forgotten**”), 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**”). Taking into account the nature of the Processing, Processor shall assist Customer by implementing appropriate technical and organizational measures, insofar as this is possible and reasonable, for the fulfilment of Customer’s obligation to respond to a Data Subject Request under Data Protection Laws. Processor may refer Data Subject Requests received, and the Data Subjects making them, directly to the Customer for its treatment of such requests.

4. PROCESSOR PERSONNEL

- 4.1 **Confidentiality.** Processor shall ensure that its personnel engaged in the Processing of Personal Data have committed themselves to confidentiality.
- 4.2 **Permitted Disclosures.** Without derogating from Section 2.3 above and Section 5 below, Processor may disclose and Process the Personal Data (a) to the extent required by a court of competent jurisdiction or other competent governmental or semi-governmental authority, or (b) otherwise as required by applicable Data Protection Laws (in such a case, Processor shall inform the Customer of the legal requirement before the disclosure, unless legally prohibited from doing so), or (c) on a “need-to-know” basis under an obligation of confidentiality to its legal counsel(s), data protection advisor(s) and accountant(s).

5. SUB-PROCESSORS

- 5.1 **Appointment of Sub-processors.** Customer acknowledges and agrees that (a) Processor’s Affiliates may be retained as Sub-processors; and (b) Processor and Processor’s Affiliates may each engage third-party Sub-processors in connection with the provision of the Service.
- 5.2 **List of Current Sub-processors and Notification of New Sub-processors.** Processor shall make available to Customer the current list of Sub-processors used by Processor to process Personal Data upon sending an email to privacy@elops.com with the subject header “Sub Processors List”. Such Sub-processor list includes the identities of those Sub-processors and the entity’s country (“**Sub-Processor List**”). The Sub-Processor List as of the date of first use of the Service by Customer is hereby deemed authorized, upon first use of the Service. Customer may reasonably object to Processor’s use of an existing Sub-processor by providing a written objection to privacy@elops.com within seven (7) business days after receipt of Sub-Processor List. In the event Customer reasonably objects to an existing Sub-processor, as permitted in the preceding sentences, Customer may, as a sole remedy, terminate the applicable Agreement and this DPA with respect only to those Service which cannot be provided by Processor without the use of the objected-to Sub-processor by providing written notice to Processor provided that all amounts due under the Agreement before the termination date with respect to the Processing at issue shall be duly paid to Processor. Customer will have no further claims against Processor due to (i) past use of approved Sub-processors prior to the

date of objection or (ii) the termination of the Agreement (including, without limitation, requesting refunds) and the DPA in the situation described in this paragraph.

- 5.3 **New Sub-processors appointment and Objection Right for New Sub-processors.** Processor may appoint new Sub Processors and shall give notice of the planned appointment of any new Sub Processor through an email from privacy@eloops.com. Processor shall provide notification of any new Sub-processor(s) before authorizing such new Sub-processor(s) to Process Personal Data in connection with the provision of the Service. Customer may reasonably object to Processor's use of a new Sub-processor, for reasons relating to the protection of Personal Data intended to be Processed by such Sub-processor, by notifying Processor promptly in writing within three (3) business days after receipt of Processor's notice of any such intention. Such written objection shall include those reasons for objecting to Processor's use of such new Sub-processor. Failure to object to such new Sub-processor in writing within three (3) business days following Processor's notice shall be deemed as acceptance of the new Sub-Processor. 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 Service or recommend a commercially reasonable change to Customer's configuration or use of the Service 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, Customer may, as a sole remedy, terminate the applicable Agreement and this DPA with respect only to those Service which cannot be provided by Processor without the use of the objected-to new Sub-processor, by providing written notice to Processor. All amounts due 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 suspend the Processing of the affected Personal Data and/or suspend access to the Account. 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 Sub-processor containing appropriate safeguards to the protection of Personal Data. Where Processor engages a new Sub-processor for carrying out specific Processing activities on behalf of the Customer, the same or materially similar data protection obligations as set out in this DPA shall be imposed on such new Sub-processor by way of a contract, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR. Where the new Sub-processor fails to fulfil its data protection obligations, Processor shall remain fully liable to the Customer for the performance of the new Sub-processor's obligations.

6. SECURITY

- 6.1 **Controls for the Protection of Personal Data.** Processor shall maintain industry-standard technical and organizational measures for protection of Personal Data Processed hereunder (including protection 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, including those measures set forth in the Security Documentation), as may be amended from time to time. Upon the Customer's reasonable request, Processor will assist Customer, at Customer's cost, 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 (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) all information necessary to demonstrate compliance with this DPA and allow for and contribute to audits, including inspections, conducted by them (provided, however, that such information, audits, inspections and the results therefrom, including the documents reflecting the outcome of the audit and/or the inspections, shall only be used by Customer to assess 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 return all records or documentation in Customer's possession or control provided by Processor in the context of the audit and/or the inspection). Customer shall be fully responsible for bearing all the costs and expenses arising from or related to this Section. If and to the extent that the Standard Contractual Clauses apply, nothing in this Section 6.2 varies or modifies the Standard Contractual Clauses nor affects any Supervisory Authority's or Data Subject's rights under the Standard Contractual Clauses.

- 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 premises, equipment, personnel and business 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).

7. **DATA INCIDENT MANAGEMENT AND NOTIFICATION**

Processor maintains 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 on behalf of the Customer, including Personal Data transmitted, stored or otherwise Processed by Processor or its Sub-processors of which Processor becomes aware (a "**Data Incident**"). Processor shall make reasonable efforts to identify the cause of such Data Incident and take those steps as Processor deems necessary and reasonable in order to remediate the cause of such a Data Incident to the extent the remediation is within Processor's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's users. 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 law, 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.

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

Within 60 days following termination of the Agreement and subject thereto, Processor shall, at the choice of Customer (indicated through the Service or in written notification to Processor), delete or return to Customer all the Personal Data it Processes solely on behalf of the Customer in the manner described in the Agreement, and Processor shall delete existing copies of such Personal Data unless Data Protection Laws require or authorize the storage of the Personal Data. To the extent authorized or required by applicable law, Processor may also retain one copy of the

Personal Data solely for evidence purposes and/or for the establishment, exercise or defense of legal claims and/or for compliance with legal obligations.

9. CROSS-BORDER DATA TRANSFERS

9.1 **Transfers from the EEA, Switzerland and the United Kingdom to countries that offer adequate level or data protection.** Personal Data may be transferred from EU Member States, the three EEA member countries (Norway, Liechtenstein and Iceland) (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 data protection authorities of the EEA, the European Union, the Member States or the European Commission, or Switzerland or the UK as relevant (“**Adequacy Decisions**”), as applicable, without any further safeguard being necessary.

9.2 **Transfers from the EEA to other countries.** If the Processing of Personal Data by Processor includes transfers (either directly or via onward transfer) from the EEA and/or Switzerland to other countries which have not been subject to a relevant Adequacy Decision, and such transfers are not performed through an alternative recognized compliance mechanism as may be adopted by Processor for the lawful transfer of personal data (as defined in the GDPR) outside the EEA or Switzerland, as applicable (“**EEA Transfer**”), then Controller and Processor will enter into the Standard Contractual Clauses.

Where the transfer of Personal Data is made subject to the Standard Contractual Clauses, the “**Data Importer**” thereunder shall be the Processor, and the “**Data Exporter**” shall be the Controller of such Personal Data. If necessary, Processor will ensure that its Sub-processor enters into Standard Contractual Clauses with Customer directly. The Standard Contractual Clauses will not apply to Personal Data that relates to individuals located outside of the EEA, or that is not transferred, either directly or via onward transfer, outside the EEA. The following provisions shall apply to an EEA Transfer which is subject to section 1(n)(ii) of this DPA:

- a. MODULE TWO: Transfer controller to processor shall apply when the Exporter is a data controller and the Importer is a data processor of the Personal Data being transferred;
- b. MODULE THREE: Transfer processor to processor shall apply when the Exporter is a data processor and the Importer is a sub-processor of the Personal Data being transferred;
- c. Clause 7 of the Standard Contractual Clauses (Docking Clause) shall not apply;
- d. In clause 9(a) (Use of sub-processors), OPTION 2: GENERAL WRITTEN AUTHORIZATION shall apply, but shall be further subject to the mechanism set out in clause 5 of this DPA;
- e. In Clause 11, the optional paragraph shall apply;
- f. In Clauses 17 & 18, the Parties agree that the governing law shall be the law of the Republic of Ireland, and the Parties submit to the jurisdiction of the Irish courts

9.3 **Transfers from the UK to other countries.** If the Processing of Personal Data by Processor includes transfers (either directly or via onward transfer) 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 recognized compliance mechanism as may be adopted by Processor for the lawful transfer of personal data (as defined in the UK GDPR) outside the UK (“**UK Transfer**”), then Controller and Processor will enter into the Standard Contractual Clauses. If and when the UK adopts its own version of the standard contractual clauses (“**UK Clauses**”), those standard contractual clauses shall be deemed executed by the Parties on the date of their adoption, replacing the standard contractual clauses between the Parties at that time with the UK Clauses.

9.4 Where the transfer of Personal Data is made subject to the Standard Contractual Clauses the UK Clauses, the “**data importer**” thereunder shall be the Processor and the “**data exporter**” shall be the Controller of such Personal Data. If necessary, Processor will use reasonable efforts to

ensure that its Sub-processor enters into Standard Contractual Clauses and/or UK Clauses, as applicable, with Customer directly. The Standard Contractual Clauses will not apply to Personal Data that relates to individuals located outside of the EEA, or that is not transferred, either directly or via onward transfer, outside the EEA. The Standard Contractual Clauses and/or UK Clauses will not apply to Personal Data that relates to individuals located outside of the UK, or that is not transferred, either directly or via onward transfer, outside the UK.

- 9.5 In the event of an EEA Transfer or a UK Transfer which relies on the Standard Contractual Clauses and/or the UK Clauses, the Parties agree to supplement these with the following safeguards and representations, where appropriate:
- a. The Processor shall have in place and maintain in accordance with good industry practice measures to protect the Personal Data from interception (including in transit from the Controller to the Processor and between different systems and services). This includes having in place and maintaining network protection intended to deny attackers the ability to intercept data and encryption of personal data whilst in transit and at rest intended to deny attackers the ability to read data.
 - b. The Processor will make commercially reasonable efforts to resist, subject to applicable laws, any request for bulk surveillance relating to the personal data protected under GDPR or the UK GDPR, including under section 702 of the United States Foreign Intelligence Surveillance Court (“**FISA**”);
 - c. If the Processor becomes aware that any government authority (including law enforcement) wishes to obtain access to or a copy of some or all of the Personal Data, whether on a voluntary or a mandatory basis, then unless legally prohibited or under a mandatory legal compulsion that requires otherwise:
 - I. The Processor shall inform the relevant government authority that the Processor is a processor of the Personal Data and that the Controller has not authorized the Processor to disclose the Personal Data to the government authority, and inform the relevant government authority that any and all requests or demands for access to personal data should therefore be notified to or served upon the Controller in writing;
 - II. The Processor will use commercially reasonable legal mechanisms to challenge any such demand for access to Personal Data which is under the Processor’s control. Notwithstanding the above, (a) the Controller acknowledges that such challenge may not always be reasonable or possible in light of the nature, scope, context and purposes of the intended government authority access, and (b) if, taking into account the nature, scope, context and purposes of the intended government authority access to Personal Data, the Processor has a reasonable and good-faith belief that urgent access is necessary to prevent an imminent risk of serious harm to any individual, this subsection (e)(II) shall not apply. In such event, the Processor shall notify the Controller, as soon as possible, following the access by the government authority, and provide the Controller with relevant details of the same, unless and to the extent legally prohibited to do so;
- 9.6 once in every 12-month period, the Processor will inform the Controller, at the Controller’s written request, of the types of binding legal demands for Personal Data it has received and solely to the extent such demands have been received, including national security orders and directives, which shall encompass any process issued under section 702 of FISA.

10. AUTHORIZED AFFILIATES

- 10.1 **Contractual Relationship.** The Parties acknowledge and agree that, by executing the DPA, the 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 Customer Processes Personal Data on the behalf of such Authorized Affiliates, thus qualifying them as the “**Controller**”. All access to and use of the Service 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 Service, 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, or decision of a competent authority under, any Data Protection Laws, to allow Processing of Customer Personal Data to be made (or continue to be made) without breach of that Data Protection Law. Pursuant to such notice: (a) Processor shall make commercially reasonable efforts to accommodate such modification requested by Customer or that Processor believes is necessary; and (b) Customer shall not unreasonably withhold or delay agreement to any consequential variations to this DPA proposed by Processor to protect the Processor against additional risks, or to indemnify and compensate Processor for any further steps and costs associated with the variations made herein at Customer's request. The Parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in Customer's or Processor's notice as soon as is reasonably practicable. In the event that the Parties are unable to reach such an agreement within 30 days of such notice, then Customer or Processor may, by written notice to the other Party, with immediate effect, terminate the Agreement to the extent that it relates to the Services which are affected by the proposed variations (or lack thereof). Customer will have no further claims against Processor (including, without limitation, requesting refunds for the Services) pursuant to the termination of the Agreement and the DPA as described in this Section.

SCHEDULE 1 - DETAILS OF THE PROCESSING

Nature and Purpose of Processing

1. Providing the Service to Customer;
2. Performing the Agreement, this DPA and/or other contracts executed by 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 with 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 pursuant to the DPA and Agreement for the duration of the Agreement, unless otherwise agreed upon in writing.

Type of Personal Data

The Personal Data processed may consist of names, email addresses, phone numbers, roles/positions, employees' roles, and any other personal data related to Customer's employees, personnel or otherwise Customer's individuals.

Categories of Data Subjects

The Data Subjects are Customer's employees, personnel or otherwise Customer's individuals who use Eloops' Services and platform during their employment within Customer.

SCHEDULE 2
STANDARD CONTRACTUAL CLAUSES
(CONTROLLER TO PROCESSORS)

The data exporter and the data importer, as defined under the Eloops Ltd. ("**Eloops**") Data Processing Addendum or other agreement or addendum effectively governing the processing of personal data by the data importer on behalf of the data exporter, including all annexes, exhibits and appendices thereto ("**DPA**"), each a "**party**"; together the "**parties**", have agreed on the following Contractual Clauses ("**Clauses**") in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1 - Definitions

For the purposes of the Clauses:

- (a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) 'the data exporter' means the controller who transfers the personal data;
- (c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) 'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2 - Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3 - Third-party beneficiary clause

- 1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (j), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
- 2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has

ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4 - Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5 - Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6 - Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data

importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7 - Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8 - Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9 - Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10 - Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11 - Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12 - Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Full Name:

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature:

On behalf of the data importer:

Full Name:

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature:

ANNEX A: FURTHER PROVISIONS

- A. General Data Protection Regulation:** References throughout these Clauses to Directive 95/46/EC shall be read as references to the General Data Protection Regulation (2016/679) (the “**Regulation**”), or, if the data exporter is established in the United Kingdom (the “**UK**”), to the Regulation and/or any UK local law which implements or supplements the Regulation, as applicable from time to time, and in each case references to specific articles or provisions of the Directive shall be read as references to the equivalent article or provision in the Regulation or UK local law, where possible and as appropriate.
- B. Onward Sub-processing:** For the purposes of Clause 11 of these Clauses, the data exporter hereby consents to the data importer subcontracting any or all of its data processing operations performed under these Clauses in accordance with the DPA.
- C. Data importers established in ‘adequate’ countries:** To the extent Eloops is the recipient and processor of personal data pursuant to these Clauses and is:
- (i) established in a jurisdiction recognised by the European Commission (or, if the data exporter is established in the UK, then recognized by the relevant authorities in the UK) as providing an adequate level of protection for personal data, the terms of the DPA concerning transfers of personal data to other countries shall apply, such that these Clauses will apply solely on onward transfer of the imported data to Eloops’ sub-processors that are located in a jurisdiction not recognised by the European Commission as providing an adequate level of protection for personal data; or
 - (ii) established in a jurisdiction not recognised by the European Commission as providing an adequate level of protection for personal data, Eloops shall be the data importer for the purposes of these Clauses.
- D. Data exporters established outside the European Economic Area:** To the extent the data exporter pursuant to these Clauses is established in a jurisdiction outside the European Economic Area, these Clauses shall apply solely in respect of transfers of personal data concerning individuals residing within the European Economic Area. In such cases, references to “Member State” shall be read as references to the Member State applicable in respect of the data exporter’s processing activities in relation to these Clauses which concern personal data of individuals residing within the European Economic Area.
- E. Instructions:** For the purposes of Clause 5(a) of the Standard Contractual Clauses, the processing described in the DPA and any other mutually agreed upon written instrument by data exporter and data importer constitute as data exporter’s instructions to data importer at the time of entering the DPA and/or such written instrument, to process Personal Data on data exporter’s behalf. Any additional or alternate instructions shall be subject to the terms of the DPA.
- F. Suspension of Data Transfers and Termination:** If, pursuant to Clause 5(a), the data exporter intends to suspend the transfer of personal data and/or terminate these Clauses, it shall provide notice to the data importer and provide data importer with 30 days to cure the non-compliance (“**Cure Period**”). If after the Cure Period the data importer has not or cannot cure the non-compliance then the data exporter may suspend or terminate the transfer of personal data immediately. The data exporter shall not be required to provide such notice in instances where it considers there is a material risk of harm to data subjects or their personal data. Notwithstanding any other terms in this Section F, in the event these Clauses cease to be an appropriate safeguard for the transfer of the personal data in accordance with the applicable data protection law by virtue of a binding decision by a competent supervisory authority, the terms of the DPA concerning modifications necessary pursuant to legislative and regulatory changes shall apply.
- G. Data importer’s assistance:** In the event the data exporter seeks to conduct any assessment of the adequacy of these Clauses for the protection of the personal data being transferred, the data importer shall provide reasonable assistance to the data exporter for the purpose of any such assessment.

- H. Audit Rights:** Data exporter acknowledges and agrees that it exercises its audit right under Clause 5(f) and Clause 12.2 by instructing data importer to comply with the audit measures described in the DPA.
- I. Transfers from Switzerland:** Notwithstanding Section D above, in respect of data transfers from a data exporter established in Switzerland, these Clauses shall be interpreted in accordance with the governing law in Switzerland. In such cases, references throughout these Clauses to Directive 95/46/EC shall be read as references to the relevant legislation in Switzerland concerning data protection, privacy, data security or the handling of information about individuals applicable to the data exporter, and defined terms in Clause 1 shall have the meanings given to them (or reasonably equivalent terms) in such legislation. References to “Member State” shall be read as references to Switzerland. Without prejudice to Section A above, the parties further agree that that in respect of data transfers where, under applicable privacy laws, the definition of “personal data” (or such reasonably equivalent term) extends to information relating to legal entities, references in these Clauses to “personal data” shall also include information relating to legal entities. The parties further agree that, where required by applicable law or upon the request of the relevant supervisory authority, they will do all such further acts as may reasonably be required to grant effect to this Section H, including (but not limited to) executing all documents.

APPENDIX 1
to the Standard Contractual Clauses

Data exporter

The data exporter is the entity identified as “Customer” or “Controller” in the DPA.

Data importer

The data importer is Eloops and/or its sub-processor (as such term is used in the DPA), as determined by Eloops in accordance with the terms of the DPA concerning cross-border data transfers.

Data subjects

The personal data transferred concern the categories of data subjects defined in the DPA.

Categories of data

The personal data transferred concern the categories of data defined in the DPA.

Processing operations

The personal data transferred will be subject to the basic processing activities defined in Schedule 1 to the DPA.

DATA EXPORTER

Name:

Authorised Signature:

DATA IMPORTER

Name:

Authorised Signature:

APPENDIX 2

to the Standard Contractual Clauses

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

The technical and organisational security measures implemented by the data importer are as described in the DPA.