Data Processing Addendum

This _Data Processing Addendum_ (the "DPA") is incorporated into and forms part of the commercial agreement (the "Agreement") that governs the design, deployment, and provision of services ("Services") by ComputerTalk to the Customer. This DPA reflects the parties' agreement regarding collecting, processing, and storing personal data in connection with using the Services ("Customer Data") and outlines their respective data protection obligations under applicable privacy and data protection laws.

The Customer enters into this DPA on its behalf and, to the extent required under applicable data protection laws, on behalf of its authorized affiliates concerning which ComputerTalk processes Customer Data. This DPA is incorporated into the Agreement by reference through the specific inclusion or reference in the Agreement's terms and conditions.

Applicability

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

If the Customer signing this DPA is not a direct party to an Order Form, End User License Agreement (EULA), or any other Agreement with ComputerTalk, but instead accesses ComputerTalk services indirectly via an authorized reseller, this DPA is not valid and does not create any binding obligations for ComputerTalk. Such Customers are advised to contact their authorized reseller to discuss whether amendments to their agreements are necessary.

This DPA does not replace or limit any existing rights or obligations related to processing Customer Data contained in the Customer's Agreement, including any existing data processing addendum.

If _Standard Contractual Clauses_ (SCCs) are required, please print, sign, and email a copy to dataprivacy@computer-talk.com. ComputerTalk will review, sign, and return the completed SCCs.

Definitions

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

a) **Affiliate** means a business entity that (i) controls the party, (ii) is controlled by the party, or (iii) is under common control with the party, but only during the period such control exists. For this definition, "control(led)" means the ability to determine the management

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policies of an entity through ownership of a majority of shares or control of the board of management.

b) **Authorized Affiliate** means any Customer Affiliate authorized to use the Services under the Agreement.

c) **Customer** means the entity receiving ComputerTalk Services and any of its Authorized Affiliates.

d) **Customer Data** means personal data (as defined in the Privacy Legislation) uploaded to or processed via the Service.

e) **Documentation** means the security and usage documentation applicable to the Service purchased by the Customer, as updated occasionally. Documentation may be attached to the Agreement, this DPA, or otherwise reasonably made available to the Customer by ComputerTalk.

f) **EEA** means the European Economic Area.

g) **Agreement** means the agreement executed between ComputerTalk and the Customer to provide Services.

h) **Privacy Legislation** means (i) Regulation (EU) 2016/679 (the "General Data Protection Regulation" or "GDPR"); (ii) the California Consumer Privacy Act of 2018 ("CCPA"); and (iii) any other applicable national or international privacy and data protection laws and regulations, including amendments, extensions, or re-enactments thereof.

i) **Service(s)** means the software, professional, and customer care services ComputerTalk provides and described in the Agreement.

j) **Standard Contractual Clauses** means the standard data protection clauses adopted by the European Commission under Implementing Decision (EU) 2021/914 of 4 June 2021 for the transfer of personal data to third countries under Regulation (EU) 2016/679 (GDPR), or any subsequent version replacing or supplementing them.

Data Processing

a) **Scope.** This DPA governs ComputerTalk's processing of Customer Data in connection with the Services provided under the Agreement. The DPA is coterminous with the Agreement.

b) **Compliance With Laws.** Each party agrees to comply with all applicable data protection laws and regulations.

c) **Instructions for Data Processing and Data Subject Rights.** ComputerTalk will process Customer Data only according to the Customer's instructions in this DPA, the Agreement, and any related documentation such as Statements of Work. Customizations and configurations performed by the Customer using the ComputerTalk Service user interface, configuration tools, or APIs are considered Customer instructions. If the Customer requires actions to comply with applicable privacy laws that cannot be executed using ComputerTalk's available tools or functions, the Customer may submit detailed instructions via a support ticket categorized under "Data Privacy." Upon

receiving instructions, ComputerTalk will assess technical feasibility and document feasible instructions for the duration of the DPA to support accountability. If any instruction is not technically feasible, the parties' Data Protection Officer (or relevant personnel) will collaborate in good faith, seeking supervisory authority guidance to identify an alternative solution that satisfies legal requirements and Customer needs.

d) **Data Ownership.** The Customer retains all rights, title, and interest in Customer Data. The Customer grants ComputerTalk a non-exclusive license to use, copy, store, transmit, modify, display, perform, and create derivative works from Customer Data solely as necessary to provide the Services and as permitted by law.

e) **Access and Use.** ComputerTalk will access and use Customer Data only as described in the Agreement, for the provision of Services, or as explicitly instructed by the Customer.

f) **Disclosure.** ComputerTalk will not disclose Customer Data to any government or third party except as required by applicable law or a valid and binding order from a law enforcement agency (e.g., subpoena or court order). In such cases, ComputerTalk will attempt to redirect the request to the Customer and may provide basic Customer contact details to assist. ComputerTalk will notify the Customer reasonably in advance if compelled to disclose, unless legally prohibited.

g) **ComputerTalk Personnel.** ComputerTalk personnel may only access Customer Data with appropriate Customer authorization and internal approval. All relevant personnel receive annual data security and privacy training and are bound by confidentiality obligations during and after employment, consistent with applicable laws.

h) **Rights of Data Subjects**. If a Data Subject contacts ComputerTalk directly to exercise their rights, ComputerTalk will promptly forward the request to the Customer. Where included within the scope of Services, ComputerTalk will assist in fulfilling such requests without undue delay, as legally required. ComputerTalk may provide tools via the Service to facilitate Customer compliance.

i) **Transfers of Customer Data.** The Customer acknowledges and agrees that Customer Data may be transferred to and processed in countries outside the Customer's country or region as necessary to provide the Services. For any transfer of Customer Data outside the European Economic Area (EEA) to countries not recognized by the European Commission as providing adequate data protection (as defined under applicable Privacy Legislation), the _Standard Contractual Clauses_ will govern such transfers. The _Standard Contractual Clauses_ do not apply to Customer Data that remains within the EEA or is not transferred outside the EEA either directly or via onward transfer.

j) **Deletion and Return of Customer Data.** Upon conclusion of Services, or earlier at the Customer's request, and the latest upon Agreement termination, ComputerTalk will return or securely delete all Customer Data, related documents, processing results, and datasets in a manner compliant with applicable data protection laws. Otherwise, such data will be handled following ComputerTalk's record retention policies. Services after termination may be subject to additional fees.

ComputerTalk Responsibilities

a) **Data Protection Officer.** ComputerTalk has appointed a Data Protection Officer ("DPO") following applicable Privacy Legislation. Jennifer Sutcliffe serves as both Chief Privacy Officer and DPO. The Data Privacy Office can be contacted at dataprivacy@computer-talk.com. ComputerTalk will notify the Customer as soon as reasonably possible of any changes to this appointment.

b) **Security Procedures.** ComputerTalk shall implement and maintain security procedures that comply with applicable Privacy Legislation. These measures ensure the confidentiality, integrity, availability, and resilience of systems and services that process Customer Data. In determining appropriate security measures, ComputerTalk considers the state of the art, implementation costs, the nature, scope, context, and purposes of processing, and the potential risks to the rights and freedoms of data subjects.

c) **Technical and Organizational Measures.** ComputerTalk has implemented technical and organizational measures to protect the security of its infrastructure, as outlined in its *Cloud Services Security Program*. These measures may evolve to reflect advancements in technology and best practices, provided such changes do not reduce the overall level of protection. Any material changes will be documented appropriately.

d) **Customer Security Review.** The Customer is solely responsible for reviewing the information made available by ComputerTalk relating to data security, making an independent determination as to whether the Services meet the Customer's requirements, and ensuring that the Customer's personnel and consultants follow the guidelines.

Audits

a) **Audits.** ComputerTalk undergoes annual audits by independent third-party auditors to assess its security practices. These audits result in an audit report (the "Report"), which constitutes ComputerTalk's confidential information. Upon the Customer's written request and subject to a mutually agreed non-disclosure agreement ("NDA"), ComputerTalk will provide the Report to enable the Customer to verify ComputerTalk's compliance with the security obligations in this DPA. Additionally, ComputerTalk may provide further information necessary to demonstrate compliance with this DPA. If the Customer requests an on-site audit of systems relevant to protecting its data, such an audit must be preceded by a mutually agreed-upon scope, schedule, and NDA. The Customer agrees to reimburse ComputerTalk for any time expended by personnel on such audits at then-current professional service rates. All fees must be reasonable and proportionate to the time and resources involved. The Customer shall promptly notify ComputerTalk of any non-compliance identified during such audits. If the *Standard Contractual Clauses* apply, nothing in this section alters or overrides those clauses or the rights of any supervisory authority or data subject under them.

b) **Privacy Impact Assessment.** Upon written request and subject to a non-disclosure agreement, ComputerTalk will reasonably assist the Customer in carrying out data protection impact assessments (DPIAs) and, where applicable, in consultations with supervisory authorities under Articles 35 and 36 of the GDPR.

Security Breach Notification

ComputerTalk will assist the Customer in meeting its applicable breach reporting obligations in the event of a data breach. This includes:

a) ComputerTalk shall notify the Customer of any confirmed personal data breach without undue delay and, where feasible, within 72 hours of becoming aware of the breach. The parties acknowledge that privacy legislation may require prompt notification in the event of loss, unauthorized access, or unlawful disclosure of personal data. Such incidents will be promptly reported to the Customer, and ComputerTalk will take appropriate steps to mitigate adverse effects on data subjects. Where required, ComputerTalk will support the Customer in notifying regulatory authorities. If the _Standard Contractual Clauses_ apply, nothing in this section affects the rights of data subjects or authorities under the SCCs.

b) Where required by applicable Privacy Legislation, ComputerTalk will assist the Customer in providing relevant information to the affected data subjects. This includes promptly furnishing the Customer with all reasonably necessary details.

Sub-Processing

a) **Sub-Processors.** ComputerTalk may transfer Customer Data to its Affiliates and engage third-party sub-processors to perform limited services on its behalf. All such Affiliates and sub-processors are authorized to access and process Customer Data solely to provide the services ComputerTalk has retained them to perform. They are strictly prohibited from using Customer Data for any other purpose. ComputerTalk will ensure that appropriate, legally binding contractual arrangements are in place with all sub-processors. Additionally, ComputerTalk will implement inspection and monitoring measures as necessary to ensure the sub-processor's compliance with applicable data protection and security obligations, including when ancillary services are outsourced.

b) **Third-Party Services.** ComputerTalk Services may interact with or rely on integrations with third-party services. If the Customer uses any third-party service in connection with the ComputerTalk Services, the Customer remains solely responsible for ensuring that appropriate data privacy agreements, international transfer safeguards, and other contractual terms are in place with those third parties (e.g., for customer support or professional services).

c) **Current Sub-Processors.** The Customer acknowledges and agrees that ComputerTalk may engage sub-processors to support the delivery of Services and fulfill its contractual obligations. ComputerTalk maintains an up-to-date list of ComputerTalk's sub-processors. ComputerTalk will notify the Customer of any intended addition or replacement of a sub-processor by updating the _Sub-Processor List_.

Financial Institutions

a) **Applicability.** This section applies only where (i) the Customer is an institution as defined in Article 4(1)(3) of Regulation (EU) No 575/2013 or otherwise subject to the

EBA.REC/2017/03 guidelines; or (ii) the Customer uses the ComputerTalk Services in a manner subject to regulatory oversight by EEA authorities (including BaFin) with authority to supervise the Customer's financial services activities.

b) **Access and Audit.** ComputerTalk agrees to provide the Customer and its statutory auditors with: (i) reasonable access to relevant business premises; and (ii) the right to inspect and audit the ComputerTalk Services. The following conditions apply:

   i. The Customer shall exercise audit rights on a risk-based and proportionate basis, considering the nature of the Services.

   ii. The Customer may appoint a third party to perform such audits, provided that (a) the third party possesses the necessary skills and qualifications; and (b) is bound by confidentiality obligations no less restrictive than those in the Agreement.

   iii. The Customer shall provide reasonable prior written notice of any on-site audit.

   iv. If an audit may compromise the confidentiality or security of another ComputerTalk customer's data or services, the parties shall agree on an alternative approach to provide the required assurances.

   v. Where feasible, the Customer shall rely on existing certifications, audit reports, or attestations made available by ComputerTalk.

c) **ComputerTalk Outsourcing.** ComputerTalk will enter into written agreements with any subcontractors that process Customer Data, requiring them to adhere to data protection and security obligations materially equivalent to those set out in this DPA.

Non-Disclosure

Confidential Information. The parties agree that the contents of this DPA constitute confidential information and are subject to the confidentiality provisions outlined in the Agreement.

Entire Agreement

Conflict. Except as expressly modified by this DPA, all terms and conditions of the Agreement remain unchanged and in full force and effect. In the event of a conflict between the terms of the Agreement and this DPA, the terms of this DPA shall prevail concerning the subject matter.