

Addendum to the Spirion Software as a Service Agreement
Spirion Data Processing Addendum

This Data Processing Addendum for Spirion (“**DPA**”) is incorporated into and made part of Schedule D to the Spirion Software as a Service Agreement (“**Agreement**”) and governs the Processing of Personal Data by Spirion as a Processor on behalf of Customer or Customer Affiliates, as applicable. Unless otherwise defined in this DPA, capitalized terms will have the meaning given to them in the Agreement.

1. DEFINITIONS

General. The terms “Personal Data,” “Personal Data Breach,” “Process/Processing,” “Controller,” “Processor,” “Subprocessor,” and “Data Subject” have the meanings ascribed to them under the General Data Protection Regulation; provided that the term “Personal Data” as used herein only applies to Personal Data for which Spirion is a Processor.

“EEA” means the European Economic Area.

“General Data Protection Regulation” or “the GDPR” means *Regulation 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.*

2. DATA PROCESSING AND PROTECTION OF PERSONAL DATA

2.1 Scope of Data Processing. The duration of the Processing of Personal Data will be the same as the duration of the Agreement, except as otherwise agreed to in writing by the parties. The subject matter of the Processing of Personal Data is set out in the Agreement and this DPA. The nature and purpose of the Processing of Personal Data involves the provision of the Spirion Software as a Service to Customer, as set out in the Agreement and this DPA.

2.2 Data Processing Limitations. With respect to Personal Data Processed by Spirion or Spirion Affiliate as a Processor on behalf of Customer or Customer Affiliate or as a Subprocessor where Customer Processes such Personal Data on behalf of its customers (or both), Spirion will: (a) Process Personal Data only as necessary to provide the Services in accordance with the terms of the Agreement or as instructed by Customer in writing, including in electronic form, and consistent with the terms of the Agreement; and (b) not disclose Personal Data to third parties except: (i) to employees, service providers, or advisers who have a need to know the Personal Data and are under confidentiality obligations at least as restrictive as those described under this DPA or (ii) as required to comply with valid legal process in accordance with the terms of the Agreement. If Spirion has reason to believe Customer’s instructions infringe the GDPR or other EEA data protection provisions, then Spirion will immediately notify Customer.

2.3 Assistance to Customer and Regulatory Investigation. Upon written request, Spirion will provide reasonable assistance and information to Customer in fulfilling any legal obligations that

Customer may have under the GDPR regarding data protection impact assessments, data and systems inventory, records of Processing, and related consultations of data protection authorities, or in the event of an investigation by any governmental authorities, if and to the extent that such investigation relates to Personal Data Processed by Spirion in accordance with the Agreement. Such assistance will be at Customer's sole expense, except where such an investigation was required due to Spirion's failure to act in accordance with the Agreement.

2.4 Transfers of Personal Data from EEA. In providing the Spirion Services, Spirion may transfer and access Personal Data to and from other countries where Spirion has operations or Subprocessors, or as otherwise required by applicable law.

3. CUSTOMER RESPONSIBILITIES. Customer acknowledges that it is responsible for properly implementing access and use controls and configuring certain features and functionalities of Spirion Services that Customer may elect to use and that it will do so in such manner that Customer deems adequate to maintain appropriate security, protection, deletion, and backup of Personal Data. Spirion will be entitled to rely solely on Customer or Customer Affiliate's instructions relating to Personal Data Processed by Spirion. Customer is responsible for coordinating all communication with Spirion under this DPA, including, without limitation, any communication in relation to this DPA on behalf of its Affiliates.

4. INFORMATION SECURITY. Spirion will safeguard Personal Data with appropriate technical, physical, and organizational measures as described more fully in Schedule D to the Spirion Software as a Service Agreement for the provision of the Spirion Services. [Optional: The parties agree that the audit reports and audit rights provided under the Agreement will be used to satisfy any audit or inspection requests by or on behalf of Customer and to demonstrate compliance with applicable obligations of Spirion under this DPA.]

5. PERSONAL DATA BREACH. Spirion will notify Customer without undue delay if Spirion becomes aware of a Personal Data Breach affecting the Personal Data. Taking into account the nature of Processing and the information available to Spirion, Spirion will assist Customer at Customer's request and at Customer's expense in complying with Customer's notification obligations regarding Personal Data Breaches as required by the GDPR.

6. DATA PRIVACY CONTACT. Spirion's data privacy contact can be reached at the following address:

Spirion, LLC.
Attn: General Counsel
200 Central Ave Ste. 1900,
St. Petersburg, FL 33701
legal@spirion.com

7. DATA SUBJECT RIGHTS – ACCESS, CORRECTION, RESTRICTION, AND DELETION. Taking into account the nature of the Processing, Spirion Services provides functionality to assist Customer by appropriate technical and organizational measures, insofar as

this is possible, to access, correct, amend, restrict, or delete Personal Data contained in Spirion Services to address requests by a Data Subject under the GDPR. To the extent Customer, in its use of Spirion Services, is not familiar with Spirion Services functionality that may be used for these purposes, Spirion will provide Customer with additional Documentation or customer support assistance to educate the Customer on how to take such actions in a manner consistent with the functionality of Spirion Services and in accordance with the terms of the Agreement. If Spirion receives any request from any Data Subject to access, correct, restrict, or delete Personal Data, Spirion will advise such Data Subject to submit its request to Customer and Customer will be responsible for responding to any such request using the functionality of Spirion Services.

8. SUBPROCESSORS. Spirion may engage Subprocessors to provide parts of Spirion Services, subject to the restrictions of the Agreement and this DPA. Spirion will ensure that Subprocessors Process Personal Data only in accordance with the terms of this DPA and that Subprocessors are bound by written agreements that require them to provide at least the level of data protection required by this DPA. Before appointing any new Subprocessors, Spirion will inform Customer of the appointment (including the name and location of such Subprocessor and the activities it will perform) either by electronic mail, via Spirion Services, or by publication to a Spirion website provided to Customer prior to any appointment. Customer may object to Spirion's appointment by giving written notice to Spirion within thirty (30) days of being informed by Spirion of such appointment, and if, within thirty (30) days of Spirion's receipt of Customer's objection, Spirion fails to provide a commercially reasonable alternative to avoid the Processing of Personal Data by the appointed Subprocessor, Customer may, as its sole and exclusive remedy, terminate any Spirion Services to which this DPA applies.

9. RETURN OR DISPOSAL. Prior to termination or expiration of the Agreement for any reason, Customer may retrieve Personal Data processed by Spirion Services in accordance with the terms of the Agreement, and at Customer's request provided in writing to Spirion, Spirion will promptly return or delete Personal Data from Spirion Services, unless applicable law requires storage of the Personal Data.
