

# DATA PROCESSING AGREEMENT



# SONTIQ™

IdentityForce® CYBERSCOUT® EZShield®

## PARTIES

- (1) SONTIQ, Inc. a Trans Union Company (**Sontiq or Vendor**); and
- (2) The organization identified in the signature block below (**Customer**) (together referred as the “Parties”).

## BACKGROUND

- A. Sontiq is a user of one or more of the Vendor’s products, pursuant to one or more Service Agreements. Sontiq’s use of those products may from time to time involve the transfer of personal data to the Vendor, including any personal data processed by Vendor and/or its Subprocessor on behalf of Sontiq or Sontiq’s affiliates pursuant to or in connection with the Service Agreement. (“**Sontiq Personal Data**”).
- B. Sontiq wishes to ensure that appropriate safeguards are in place in respect of any transfer of personal data to the Vendor in connection with the Service Agreements, and therefore wishes to ensure that the EU SCCs and/or UK SCCs apply to such transfers to the extent necessary to comply with the EU GDPR and UK GDPR (as applicable).

## AGREEMENT

### 1 INTERPRETATION

1.1 The following definitions apply in this DPA.

<b>Affiliate</b>	any company which controls, is controlled by, or is under common control with, Sontiq, and which is a recipient of the Vendor’s services under a Service Agreement;
<b>DPA</b>	this Data Protection Agreement;
<b>EU Adequacy Decision</b>	a decision of the European Commission under Article 45(1) of the EU GDPR;
<b>EU GDPR</b>	EU General Data Protection Regulation 2016/679, and any laws implementing or supplementing it;
<b>EU SCCs</b>	the European Commission’s standard contractual clauses for the transfer of personal data to a third country;

<b>Party</b>	a party to this DPA, being Sontiq or the Vendor;
<b>Service Agreements</b>	any agreements for the supply of services by the Vendor to Sontiq or its Affiliates, including but not limited to any data processing agreement or addendum executed by the Parties before this DPA;
<b>UK SCCs</b>	Part 2: Mandatory Clauses of the template Addendum B.1.0 issued by the ICO and laid before the UK Parliament in accordance with section 119A of the Data Protection Act 2018 on 2 February 2022;
<b>UK Adequacy Regulations</b>	adequacy regulations made under section 17A of the UK's Data Protection Act 2018, including those deemed to have been made as a result of paragraphs 4 and 5 of Schedule 21 of that Act; and
<b>UK GDPR</b>	the EU GDPR as amended and incorporated into UK law under the UK's European Union (Withdrawal) Act 2018, read with the Data Protection Act 2018 and any applicable secondary legislation.

1.2 Clause and Appendix headings shall not affect the interpretation of this DPA.

1.3 In this DPA, unless the context otherwise requires:

1.3.1 words in the singular shall include the plural and in the plural shall include the singular;

1.3.2 a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time, and includes all subordinate legislation made under it;

1.3.3 any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of any preceding words.

## **2 APPLICATION OF EU SCCs**

2.1 The EU SCCs apply in relation to any transfer of Sontiq Personal Data by Sontiq or its Affiliates to the Vendor pursuant to the Service Agreements if, at the time of the transfer:

2.1.1 the EU GDPR applies to the transfer; and

2.1.2 there is no EU Adequacy Decision in effect which would permit such a transfer of Sontiq Personal Data in the absence of the EU SCCs.

2.2 Accordingly:

2.2.1 the EU SCCs are incorporated by reference into this DPA and for this purpose the EU SCCs are deemed to have been completed as set out in Tables 2, 2A and 3 of Annex 4 of this Addendum;

2.2.2 if an EU Adequacy Decision is made which enables personal data to be lawfully transferred by Sontiq and its Affiliates to the Vendor without the need for appropriate safeguards pursuant to Article 46 of the EU GDPR, the EU SCCs shall not apply to such transfers while that EU Adequacy Decision applies;

- 2.2.3 if such an EU Adequacy Decision is subsequently revoked or invalidated, the EU SCCs shall again apply to any further transfers of personal data while no applicable EU Adequacy Decision is in place.

### **3 APPLICATION OF UK SCCS**

3.1 The UK SCCs apply in relation to any transfer of Sontiq Personal Data by Sontiq or its Affiliates to the Vendor in connection with the Service Agreements if, at the time of the transfer:

- 3.1.1 the UK GDPR applies to the transfer; and
- 3.1.2 there are no UK Adequacy Regulations in effect which would permit such a transfer of personal data in the absence of the UK SCCs.

3.2 Accordingly:

- 3.2.1 the UK SCCs are incorporated by reference into this DPA and for this purpose the UK SCCs are deemed to have been completed as set out in Tables 1, 2, 3 and 4 of Annex 4 of this Addendum;
- 3.2.2 if UK Adequacy Regulations are made which enable personal data to be lawfully transferred by Sontiq and its Affiliates to the Vendor without the need for appropriate safeguards pursuant to Article 46 of the UK GDPR, the UK SCCs shall not apply to such transfers while those UK Adequacy Regulations apply; and
- 3.2.3 if such UK Adequacy Regulations are subsequently revoked or invalidated, the UK SCCs shall again apply to any further transfers of personal data while no applicable UK Adequacy Regulations are in place.

### **4 RELATIONSHIP WITH SERVICE AGREEMENTS**

4.1 If there is an inconsistency between any of the provisions of the EU SCCs or UK SCCs and the provisions of the Service Agreements, the provisions of the EU SCCs or UK SCCs shall prevail. Otherwise, this DPA is without prejudice to the terms of the Service Agreements, which shall remain in full force and effect.

4.2 As between the Parties, any limitations or exclusion of liability set out in the Service Agreements shall apply to the EU SCCs and UK SCCs as if the EU SCCs and UK SCCs were incorporated into and formed part of the Service Agreements.

4.3 Clause 4.2 does not affect any liability of either Party to any third party who is entitled to enforce the EU SCCs or UK SCCs in accordance with their terms.

### **5 ENTIRE AGREEMENT**

This DPA, together with the Service Agreements, constitutes the entire agreement between the Parties. Each Party acknowledges that in entering into this DPA it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this DPA.

**6 VARIATION**

No variation of this DPA shall be effective unless it is in writing and signed by the Parties or their authorised representatives.

**7 GOVERNING LAW AND JURISDICTION**

7.1 This DPA and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the country stipulated in the Service Agreements.

7.2 Each Party irrevocably agrees that the courts of Cook County, Illinois, United States of America shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this DPA or its subject matter or formation.

**SIGNATURES**

**SONTIQ (a TransUnion company)**

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_

<b>Full name of Vendor company:</b>	
<b>Company number:</b>	
<b>Registered office address:</b>	
<b>Signed:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Date:</b>	

## **ANNEX 1: DETAILS OF PROCESSING OF SONTIQ PERSONAL DATA**

This Annex 1 includes certain details of the Processing of Sontiq Personal Data.

### **DESCRIPTION OF PROCESSING**

#### **1.1 Categories of data subjects**

[SPECIFY]

#### **1.2 Categories of personal data**

[SPECIFY]

#### **1.3 Sensitive / special category data (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:**

[SPECIFY]

#### **1.4 Frequency of the Processing**

[SPECIFY]

#### **1.5 Nature of the Processing**

The nature of the Processing is the performance of the Services pursuant to the Service Agreements.

#### **1.6 Purpose(s) of the data transfer and further processing**

The Vendor will process Sontiq Personal Data as necessary to perform the Services pursuant to the Service Agreements, and as further instructed by Sontiq in its use of the Services of the Vendor.

#### **1.7 Duration of the Processing**

The Vendor will retain Sontiq Personal Data for a period as necessary to perform the Services pursuant to the Service Agreements, and as further instructed by Sontiq in its use of the Services of the Vendor.

## ANNEX 2: TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

This Annex 2 describes the minimum applicable technical and organizational measures to be implemented by Vendor in relation to the Sontiq Personal Data.

Technical and Organizational Security Measure	Details
Measures of pseudonymisation and encryption of personal data	
Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services	
Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident	
Processes for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing	
Measures for user identification and authorization	
Measures for the protection of data during transmission	
Measures for the protection of data during storage	
Measures for ensuring physical security of locations at which personal data are processed	
Measures for ensuring events logging	
Measures for ensuring system configuration, including default configuration	
Measures for internal IT and IT security governance and management	
Measures for certification/assurance of processes and products	
Measures for ensuring data minimisation	
Measures for ensuring data quality	
Measures for ensuring limited data retention	
Measures for ensuring accountability	
Measures for allowing data portability and ensuring erasure	
Technical and organizational measures of Subprocessors	
Any other measures	

**ANNEX 3: LIST OF SUBPROCESSORS**

## ANNEX 4: IMPLEMENTATION DETAILS FOR UK SCCS AND EU SCCS, WHERE RELEVANT

This Annex 4 sets out the additional details required for the purposes of incorporating the UK SCCs and/or EU SCCs into this DPA pursuant to Clauses 2 and 3 (where relevant).

**Table 1: Parties (UK SCCs only)**

<b>Start date</b>	26th December 2022	
<b>The Parties</b>	<b>Exporter (who sends the Restricted Transfer)</b>	<b>Importer (who receives the Restricted Transfer)</b>
<b>Parties' details</b>	Full legal name: Trans Union LLC Trading name (if different): Trans Union LLC Main address (if a company registered address): 555 W Adams St., Chicago, 60661, IL, USA Official registration number (if any) (company number or similar identifier): N/A Role (controller/ processor): Controller/ Processor	Full legal name: [Name of Vendor] Trading name (if different): [Trade Name] Main address (if a company registered address): [address] Official registration number (if any) (company number or similar identifier): [Number] Role (controller/ processor): Processor
<b>Key contact</b>	Full Name (optional): Edi Goodman Job Title: International Privacy Counsel Contact details including email: Edi.Goodman@transunion.com	Full Name (optional): Job Title: Contact details including email:

**Table 2: Selected SCCs, Modules and Selected Clauses (UK SCCs and EU SCCs)**

<b>Addendum EU SCCs</b>		The Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum (whichever is applicable):				
Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time Period)	Is personal data received from the Importer combined with personal data collected by the Exporter?
1						
2	✓	✓	✗	Option 1	Thirty (30) days	
3	✓	✓	✗	Option 1	Thirty (30) days	
4						

**Table 2A: Further Selected Clauses (EU SCCs only)**

Module	Clause 13(a) (Supervision)	Clause 17 (Governing law)	Clause 18(b) (Choice of forum and jurisdiction)
1			
2	First option	Option 1; Republic of Ireland	Republic of Ireland
3	First option	Option 1; Republic of Ireland	Republic of Ireland
4			

**Table 3: Appendix Information (UK SCCs and EU SCCs)**



“**Appendix Information**” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex 1A: List of Parties:	Data exporter(s): Trans Union LLC Data importer(s): [Name of Vendor]
Annex 1B: Description of Transfer:	See Annex 1; and for the purposes of the EU SCCs the supervisory authority is the Data Protection Commissioner of the Republic of Ireland
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data:	See Annex 2
Annex III: List of Sub processors (Modules 2 and 3 only):	See Annex 3

**Table 4: Ending this Addendum when the Approved Addendum Changes (UK SCCs only)**

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19: 1. <input checked="" type="checkbox"/> Importer 2. <input checked="" type="checkbox"/> Exporter 3. <input checked="" type="checkbox"/> neither Party
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