

DATA PROCESSING AGREEMENT



1. SCOPE

This agreement applies to all processing activities undertaken by the Sontiq at the direction of Controller. Information utilized for these activities will be provided by Controller and only be used as instructed.

2. PROCESSING

Processing of personal information as instructed by Controller to Sontiq will be governed by this agreement. In particular, Sontiq will:

2.1 Legal Compliance

Sontiq will implement policies and procedures to comply with relevant data privacy laws, respecting the rights of the data subjects as prescribed by these regulations. Sontiq will also implement appropriate organizational measures to prevent the accidental or unauthorized disclosure of personal information.

2.2 Processing Instructions

Personal data will only be processed by Sontiq as described in documented instructions, including transfers of personal data to a third country or an international organization, unless required to do so by applicable law to which the Sontiq is subject; in such a case, Sontiq will inform Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

DATA PROCESSING AGREEMENT

2.3 Sub processors

Where additional processors are utilized by Sontiq engaging with Controller in this agreement, Controller will have the right to object to the sharing of Sontiq provided information with this new sub processor. Any such objection can be made by notifying us at privacy@sontiq.com.

- (a) Appointment of Sub-processors. Controller acknowledges and agrees that (a) Sontiq Affiliates may be retained as Subprocessors; and (b) Sontiq and Sontiq Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. Sontiq or an Sontiq Affiliate has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in the Agreement with respect to the protection of Controller Data to the extent applicable to the nature of the Services provided by such Sub-processor.
- (b) List of Current Sub-processors and Notification of New Sub-processors. Sontiq shall make available to Controller the current list of Sub-processors for the Services identified in the Standard Contractual Clauses attached hereto. Such Sub-processor lists shall include the identities of those Sub-processors and their country of location ("Infrastructure and Sub-processor Documentation"). Controller may find on Sontiq Trust and Compliance webpage (also accessible via under the "Sontiq Trust Center" link) the Infrastructure and Sub-processor Documentation as well as a mechanism to subscribe to notifications of new Sub-processors for each applicable Service, to which Controller may subscribe, and if Controller subscribes, Sontiq shall provide notification of a new Sub-processor(s) before authorizing any new Sub-processor(s) to Process Personal Data in connection with the provision of the applicable Services.
- (c) Objection Right for New Sub-processors. Controller may object to Sontiq use of a new Sub-processor by notifying Sontiq promptly in writing within thirty (30) days after receipt of Sontiq. In the event Controller objects to a new Sub-processor, as permitted in the preceding sentence, Sontiq will use reasonable efforts to make available to Controller a change in the Services or recommend a commercially reasonable change to Controller's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Subprocessor without unreasonably burdening Controller. If Sontiq is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Controller may terminate the applicable Order Form(s) with respect only to those Services which cannot be provided by Sontiq without the use of the objected-to new Sub-processor by providing written notice to Sontiq.
- (d) Liability. Sontiq shall be liable for the acts and omissions of its Sub-processors to the same extent Sontiq would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

DATA PROCESSING AGREEMENT

2.4 Retention

Information that is provided by Controller for processing is to be retained only for the duration of this agreement. Upon the conclusion of this agreement, all information will be returned to controller or disposed of in accordance with best practices and any regulatory requirements. This includes early termination of this agreement.

3. DATA SUBJECT RIGHTS

Where an individual makes a request to access information provided by Controller, the individual will be directed to contact Controller directly. Sontiq will not undertake the handling of these requests unless instructed by Controller.

Controller may require information from Sontiq in order to process a data subject's request. Sontiq will make reasonable commercial efforts to provide the information in a timely manner.

4. TRANSFERS OF INFORMATION

Sontiq processes information in the United States. Where information is transferred outside the jurisdiction of its origin, appropriate safeguards must be in place. Additionally, consideration of local laws and regulations will be used to determine if additional safeguards are required by law.

Any organization that receives information from Sontiq must review and agree to Sontiq's standard contractual clauses. Sontiq's Standard Contractual Clauses can be found at www.sontiq.com/trust-center/.

5. SECURITY

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity to the rights and freedoms of natural persons, Sontiq will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including as appropriate:

- 1) the pseudonymization and/or encryption of personal data,
- 2) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services,
- 3) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident, and
- 4) a process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

DATA PROCESSING AGREEMENT

6. BREACH

Sontiq will notify Controller without undue delay, after becoming aware of a personal data breach. Sontiq will investigate the personal data breach if it occurred within their infrastructure or in another area for which they are responsible. Sontiq will reasonably respond to Controller's requests for further information to assist them in fulfilling their obligations under the data protection laws.

7. RECORDS OF PROCESSING

Sontiq will maintain records of processing activities that are undertaken on at the instruction of Controller, as prescribed by data protections laws (such as GDPR, Article 30).

8. AUDIT PRIVILEGES

Controller may, at times, request reports or information related to audits or other third-party assessments of Sontiq activities related to processing. Sontiq will make this information available to Controller for review.

Audits and associated information provided to Controller are subject to all applicable non-disclosure agreements or other obligations and requirements of this and other associated agreements.

9. CONFLICTS

Where there are conflicting instructions or obligations between this data processing addendum and other agreements, this addendum will be the controlling document.