

# DATA PROCESSING ADDENDUM

This Data Processing Addendum ("Addendum" or "DPA") amends the terms and forms part of the Agreement (as defined below) between Customer and Glassbox covering Customer's Personal Data that is Processed by the Glassbox Solution and will be effective on the date this Addendum is incorporated into the Agreement.

## 1. Definitions.

Except as otherwise provided in this DPA, defined terms shall have the meaning provided by the Agreement.

- 1.1. "**Agreement**" means the agreement entered into between Customer and Glassbox in connection with the delivery of Services to Customer as further described in the Agreement, and any order form, purchase order, work order, or statement of work entered into thereunder.
- 1.2. "**Applicable Privacy Law(s)**" means all worldwide data protection and privacy laws and regulations, applicable to Personal Data, including where applicable: (i) EU Data Protection Law; and (ii) all laws and regulations of the United States, including the California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100 et seq ("CCPA"), as amended, superseded or updated from time to time.
- 1.3. "**Appropriate Safeguards**" mean measures taken by a data owner, controller, or processor to protect personal data or information, as set forth in Article 46 of the EU's General Data Protection Regulation ((EU) 2016/679) ("**GDPR**").
- 1.4. "**Data Breach**" means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, any Personal Data.
- 1.5. "**Data Controller**" means the entity that determines the purpose and means of the Processing of Personal Data.
- 1.6. "**Data Processor**" means the entity that processes Personal Data on behalf of the Data Controller.
- 1.7. "**Data Subject**" means an identified or identifiable natural person to whom the Personal Data relates.
- 1.8. "**Data Subject Request**" means a request from a Data Subject asking for modification or removal of Personal Data held by a third party.
- 1.9. "**Glassbox Solution**" means the digital platform and software components made available to Customer under the Agreement.
- 1.10. "**Personal Data**" means personal data as defined in Applicable Privacy Laws, processed by Glassbox on behalf of the Customer through the Glassbox Solution.
- 1.11. "**Process**" or "**Processing**" means any operation or set of operations which is performed on Personal Data or sets of Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.12. "**Services**" means the services that Glassbox provides to Customer as specified in the Agreement, which may include the Glassbox Solution, software, documentation, or other services.

- 1.13. "**Standard Contractual Clauses**" means: (i) where the GDPR applies, the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("EU SCCs") (available at [https://eur-lex.europa.eu/eli/dec\\_impl/2021/914/oj?uri=CELEX:32021D0914](https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX:32021D0914)); and (ii) where the Swiss DPA applies, the applicable standard data protection clauses issued, approved or recognised by the Swiss Federal Data Protection and Information Commissioner (the "Swiss SCCs")
- 1.14. "**Supervisory Authority**" has the meaning given in the Applicable Privacy Laws.
- 1.15. "**UK addendum to the SCCs**" means the International Data Transfer Addendum (version B1.0) issued by the Information Commissioner's Office under S119(A) of the UK Data Protection Act 2018, as may be amended, superseded, or replaced from time to time.

For clarity, this DPA applies only to the processing of Personal Data in environments controlled by Glassbox and Glassbox's sub processors. This includes data sent through the Glassbox Solution but does not include data that remains on Customer's premises or in any Customer selected third party services, or any business operation which might take place in relation to the agreement.

## 2. Processing of Personal Data

- 2.1. The parties acknowledge and agree that with respect to the Agreement and with regard to Personal Data, Customer is the Data Controller and Glassbox is the Data Processor. Glassbox will process Personal Data in accordance with Customer Instructions as set forth in Clauses 2.2 to Clause 2.7.
- 2.2. The Processing of Personal Data within the scope of this DPA is determined, controlled, and governed by instructions issued by Customer in its sole discretion, and according to such instructions, which may include, but is not limited to the data types or data categories of Personal Data ("**Customer Instructions**").
- 2.3. Glassbox will process Personal Data on behalf of, in accordance with, and only to the extent necessary pursuant to Customer Instructions, and as set forth in the Agreement. Customer is required to have legal rights to collect, capture, and obtain Personal Data from end-users and to comply with all Applicable Privacy Laws that apply to the Personal Data and with the terms and conditions regarding the different systems and applications that Customer may connect to the Services. As between Glassbox and Customer, all Personal Data is deemed Customer's property.
- 2.4. Glassbox will create and maintain certain features, built into its Glassbox Solution, which allow for the omitting of Personal Data from being processed and as such, enable minimizing the use and disclosure of Personal Data ("**Privacy Controls**"). Privacy Controls will be configured and implemented in accordance with Customer Instructions and will be updated by Customer from time to time all in accordance with Applicable Privacy Laws. Glassbox will ensure that the technical capabilities of the Privacy Controls are maintained to apply Customer Instructions. Notwithstanding any terms to the contrary

in the Agreement, Customer shall be solely liable for any claims, losses, liabilities, costs, and other expenses incurred as a result of or in connection with any failure provide appropriate Customer Instructions.

- 2.5. Customer will ensure that its Instructions comply with Applicable Privacy Law and any other applicable law. Customer acknowledges that Glassbox is neither responsible for determining which laws or regulations are applicable to Customer's business nor whether Glassbox's provision of the Services will meet the requirements of such laws or regulations. Customer will ensure that Glassbox's processing of Personal Data, when done in accordance with Customer Instructions, will not cause Glassbox to violate any applicable law or regulation, including Applicable Privacy Law.
- 2.6. Customer reserves the right to issue individual instructions regarding the type, scope, and method of Processing. Methodological changes must be coordinated between the parties and documented. Subject to the nature of processing, Glassbox shall inform Customer if it believes that Customer Instruction violates any Applicable Privacy Laws.
- 2.7. To the extent the Applicable Privacy Laws requires Glassbox to collect and maintain records of certain information relating to Customer, Customer will, where requested, supply such information to Glassbox and keep it accurate and up-to-date. Glassbox may make any such information available to the Supervisory Authority if required by Applicable Privacy Laws.

### **3. Cross-Border Transfers**

- 3.1. Customer acknowledges and agrees that Glassbox may access and transfer Personal Data across national borders to perform the Services.
- 3.2. To the extent required under Applicable Privacy Laws, Glassbox shall ensure that any transfers (and any onward transfers) of Personal Data under this DPA from the European Union, the European Economic Area (or their member states), Switzerland, or the United Kingdom, to countries which do not ensure an adequate level of data protection within the meaning of Applicable Privacy Laws of the foregoing territories, are effected by way of Appropriate Safeguards and in accordance with such Applicable Privacy Laws.
- 3.3. The parties agree that when the transfer of Personal Data from Customer (as "**Data Exporter**") to Glassbox (as "**Data Importer**") is a restricted transfer and Applicable Privacy Laws require that appropriate safeguards are put in place, it shall be subject to the appropriate Standard Contractual Clauses, which shall be deemed incorporated into and form a part of this DPA ("**Transfer Mechanism**"), as follows:
  - 3.3.1. In relation to transfers of Personal Data protected by the EU GDPR and processed in accordance with this DPA, the EU SCCs shall apply and be completed as follows:
    - 3.3.1.1.** Module Two will apply;
    - 3.3.1.2.** In Clause 7, the optional docking clause will not apply;

**3.3.1.3.** In Clause 9, Option 2 will apply, and the time period for prior notice of Sub-processor changes will be set out in Section 8.2 of this DPA;

**3.3.1.4.** In Clause 11, the optional language will not apply;

**3.3.1.5.** In Clause 17, Option 1 will apply, and the EU SCCs will be governed by Irish law;

**3.3.1.6.** Annex I of the EU SCCs is deemed completed with the information set out in <https://www.glassbox.com/sub-processor-list>, as applicable; and

**3.3.1.7.** Annex II of the EU SCCs is deemed completed with the information set out in as described in Exhibit I

3.3.2. In relation to transfers of Personal Data protected by United Kingdom (UK) GDPR, the SCCs shall apply together with the UK addendum to the SCCs, in relation to the transfer of Personal Data from the United Kingdom and shall be incorporated in this DPA.

#### **4. Term and Termination**

The term of this DPA, including its Exhibit, corresponds with the term of the Agreement. The DPA, including its Exhibit, will terminate simultaneously and automatically upon termination or expiration of the Agreement.

#### **5. Technical and Organizational Measures**

5.1. Glassbox shall implement and maintain the technical and organizational data protection and data security measures described in as described in Exhibit I. The technical and organizational measures are subject to technological progress and advancements. As such, Glassbox may implement alternative, adequate measures which meet or exceed the security level of the measures described in as described in Exhibit I.

5.2. Glassbox technical and organizational data protection and data security measures are built in accordance with the ISO/IEC 27001 and ISO/IEC 27701 framework. The Security Measures of Glassbox are intended to be in line with the commonly-accepted standards of similarly-situated software-as-a-service providers.

#### **6. Correction, Blocking and Deletion of Personal Data**

6.1. Glassbox shall promptly refer all Data Subject Requests it receives to Customer.

6.2. Glassbox shall provide reasonable assistance to Customer as Customer reasonably requires (considering the nature of processing and the information available to Glassbox) to ensure compliance with Customer's obligations under Applicable Privacy Laws with respect to:

- (a) Data Subject Requests;
- (b) security of processing;
- (c) data protection impact assessments;

- (d) prior consultation with a Supervisory Authority regarding high risk processing; and
  - (e) notifications to the Supervisory Authority and/or communications to Data Subjects by Customer in response to any Data Breach.
- 6.3. Glassbox shall promptly notify Customer, but no later than 72 hours, in writing of any communications received from Data Subjects or Supervisory Authorities relating to the Personal Data and shall not respond to such communications unless it has been expressly authorized to do so by Customer unless required in accordance with Applicable Privacy Laws.

## **7. Other Duties of Glassbox**

In addition to its other obligations under this DPA, Glassbox shall also carry out the following duties:

- 7.1. Ensure that all employees of Glassbox who have access to Personal Data within the scope of this DPA have undertaken or are otherwise required to comply with the principle of data secrecy;
- 7.2. Monitor the proper implementation, fulfillment and execution of this DPA by means of regular inspections carried out by Glassbox; and
- 7.3. Ensure that Customer can verify the implementation and maintenance of the technical and organizational measures.

## **8. Sub-Processing**

- 8.1. Glassbox has appointed the Sub-Processor(s) listed on <https://www.glassbox.com/sub-processor-list> to perform processing activities in respect of Personal Data on behalf of Glassbox. Processing by Sub-Processors is done under a written contract containing materially equivalent obligations to those in this DPA.
- 8.2. Glassbox may not change a Sub-Processor without first notifying the Customer and giving the Customer twenty (20) days to object to the change in Sub-Processor on reasonable and objectively justifiable grounds. If Customer objects to the change in Sub-Processor, the parties will work together in good faith to resolve the justifiable objection and Glassbox will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid processing of the Personal Data by such new Sub-Processor.
- 8.3. If the parties cannot reach a resolution within thirty (30) days from the date of Glassbox's receipt of Customer's written objection, Customer may discontinue the use of the affected Services by providing written notice to Glassbox. Such discontinuation will be without prejudice to any fees incurred by Customer prior to the discontinuation of the affected Services. If no objection has been raised prior to Glassbox replacing or appointing a new sub-processor, Glassbox will deem Customer to have authorized the new sub-processor.

## **9. Customer Monitoring Rights**

- 9.1. Customer may, annually or in case of an actual Data Breach, monitor Glassbox's compliance of its obligations under this DPA by itself or by a certified auditor. Glassbox will ensure that Customer has the ability to assure itself of Glassbox's adherence to the stipulated technical and organizational measures related to the Services prior to the commencement of the Processing activities and during the term of this DPA. For this purpose, Glassbox will, upon Customer's request, provide Customer with reasonable evidence that the technical and organizational measures as described in Exhibit I have been implemented.
- 9.2. Alternatively, Glassbox may satisfy its obligations under this Section 9 by presenting current attestations, reports, or excerpts of reports from independent authorities (such as accountants, auditors, data privacy officer, IT security department, data protection auditors or quality auditors) or a suitable certification received within the scope of an IT security or data protection audit (such as ISO/IEC 27001 or SOC 2 Type II).
- 9.3. Customer will ensure that all evidence, inspections, attestations, reports, audits, or any other information obtained or generated by Customer or its auditor(s) in connection with the monitoring of Glassbox's compliance with its obligation under this DPA, is kept strictly confidential (except for disclosure to the Supervisory Authority or as otherwise required by applicable law). Customer shall provide a copy of such information and audit reports to Glassbox following an inspection or audit pursuant to this Section 9.

## **10. Notification In The Event of Violations By Glassbox**

In respect of any Data Breach, Glassbox shall notify Customer without undue delay and, where feasible, within 72 hours of becoming aware of the Data Breach. So far as possible without prejudicing the continued security of Personal Data or any investigation into the Data Breach, Glassbox shall timely provide Customer with details of the Data Breach.

## **11. Data Deletion of Data Storage Devices**

- 11.1. After completion of the contractually agreed services (or earlier at the Customer's request) – at the latest upon termination of the DPA – Glassbox shall destroy Personal Data in accordance with Applicable Privacy Laws. Upon request, Glassbox shall present the deletion logs to Customer.
- 11.2. Documentation materials that serve as evidence that Personal Data was processed in a proper manner consistent with the stipulations of this DPA may be stored by Glassbox after termination of this DPA in accordance with the applicable retention periods.

## **12. Governing Law**

This DPA shall be governed by the laws of same jurisdiction as agreed in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the effective date.

## **Exhibit I**

### **Technical and Organizational Measures**

GLASSBOX maintains a Current SSAE-16 SOC2 and ISO/IEC 27001, upon written request from Customer, shall provide a copy the corresponding report.