Data Processing Contract (Part 1)

United Kingdom and European Union

This document is Part 1 of the Data Processing Contract (DPC) between the Client and Cemplicity.

1. Definitions:

"Agreement" means the contract in place between Client and Cemplicity in connection with the access to Cemplicity Tools. Including, but not limited to the Data Processing Contract (Parts 1 & 2).

"Anonymised Data" means data that has undergone an anonymisation process to remove all Personal Data to the extent it will no longer be considered personal data under recital 26 of Regulation (EU) 2016/679 or the relevant European Data Protection Laws. Where applicable Cemplicity will ensure that its anonymisation process is undergone to any standards outlined by the relevant regulatory bodies.

"Cemplicity Tools" means Cemplicity's technology used to capture feedback, match feedback to background data provided by the Client, and all associated analysis, reporting, exporting, case management software and applications, and includes all existing functionality and new functionality included in subsequent releases of the Cemplicity Tools, all supporting documentation, training materials and know-how.

"Controller", "Processor", "Data Subject", "Personal Data" and **"Processing"** (and **"Process"**) have the meanings given in European Data Protection Law.

"Client" means the party entering this Agreement, who is the Controller of the data unless otherwise specified in the Agreement.

"Client Personal Data" means any Personal Data provided by (or on behalf of) Client to Cemplicity in connection with the Agreement.

"Data Protection Addendum" means both Part 1 & Part 2 of this Data Protection Addendum.

"Europe" means for the purposes of this Agreement, the Member States of the European Economic Area (**"EEA"**), the United Kingdom (**"UK"**) and Switzerland.

"European Data Protection Law" means; (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (**"EU GDPR"**); (ii) in respect of the United Kingdom the Data Protection Act 2018 and the EU GDPR as saved into United Kingdom law by virtue of Section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 (**"UK Data Protection Law"**); (iii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iv) the Swiss Federal Data Protection Act and its implementing regulations ("Swiss DPA"), in each case as may be amended, superseded or replaced from time to time.

"Restricted Transfer" means a transfer (directly or via onward transfer) of personal data that is subject to European Data Protection Law to a country outside Europe that is not

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subject to an adequacy decision by the European Commission, or the competent UK or Swiss authorities (as applicable).

"Security Incident" means any confirmed breach of security that leads to the accidental, or unlawful destruction, loss, alteration, or unauthorised disclosure of or access to Client Personal Data processed by Cemplicity and/or its Sub-processors in connection with the provision of the Services. For the avoidance of doubt, "Security Incident" does not include unsuccessful attempts or activities that do not compromise the security of personal data, including unsuccessful login attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

"Services" means the provision of the Cemplicity Tools to the Client specified in the Agreement.

"Standard Contractual Clauses" or **"EU SCCs"** means the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on; (i) standard contractual clauses Controllers to Processors; and (ii) for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.

"Sub-processor" means any processor engaged by Cemplicity to assist in fulfilling its obligations with respect to providing the Services where such entity processes Client Personal Data.

"UK Transfer Mechanism" means either; (i) the International Data Transfer Addendum **("UK Addendum")** (version B1.0) issued by the Information Commissioner's Office (ICO) under S119(A) of the UK Data Protection Act 2018, or (ii) International Data Transfer Agreement ("IDTA") (version A1.0), in force 21 March 2022.

2. Customer Instructions

Cemplicity will Process the Client Personal Data in accordance with, Client's instructions; (i) as set forth in the Agreement; (ii) as necessary to comply with applicable law or regulation; and (iii) as otherwise agreed in writing between the parties. Cemplicity will Process Client Personal Data in accordance with the EU SCCs, for UK Clients this will be in accordance with the UK Addendum.

3. Lawfulness of Instructions

The Client will ensure that its instructions comply with European Data Protection Law. The Client acknowledges that Cemplicity is neither responsible for determining which laws or regulations are applicable to the Client's business, nor whether Cemplicity's provision of the Services meets or will meet the requirements of such laws or regulations. The Client will ensure that Cemplicity's processing of Client Personal Data done in accordance with the Client's instructions, will not cause Cemplicity to violate any applicable law or regulation. Cemplicity will inform the Client if it reasonably believes that the Client's instructions violate any applicable law or regulation.

4. Additional Instructions

Additional instructions for Processing Client Personal Data outside the scope of the Agreement will be agreed to between the parties in writing.

5. Confidentiality of Processing

Cemplicity must ensure that any person that it authorises to process Client Personal Data (including Cemplicity's staff, agents and Sub-processors) will be subject to a duty of confidentiality and must not permit any person to process Client Personal Data who is not under such a duty of confidentiality.

6. Security

Cemplicity and, to the extent required under the Agreement, the Client must implement appropriate technical and organisational measures in accordance with the European Data Protection Laws (notably Art. 32 GDPR) to protect Client Personal Data from Security Incidents and to preserve the security and confidentiality of the Client Personal Data. Cemplicity's current technical and organisational measures are described in the Data Protection Addendum (Part 1). The Client acknowledges that the security measures are subject to technical progress and development and may be updated or modified, provided that such updates and modifications do not diminish the overall security of the Services.

7. Sub-processing

(a) The Client agrees that Cemplicity may engage Sub-processors to process Client Personal Data on the Client's behalf. The Sub-processors currently engaged by Cemplicity are listed in Part 2 of the DPC.

(b) Cemplicity will; (i) enter into a written agreement with each Sub-processor imposing data protection terms that require the Sub-processor to protect Client Personal Data to the standard required by European Data Protection Law; and (ii) remain liable to the Client if such Sub-processor fails to fulfil its data protection obligations under the applicable European Data Protection Law.

(c) Changes to Sub-processors: Cemplicity must; (i) make available an up-to-date list of the Sub-processors it has appointed upon written request from Client; and (ii) notify Client if it adds any new Sub-processors at least fourteen (14) days prior to allowing such Sub-processor to process Client Personal Data.

(d) Restricted Transfers: Cemplicity will ensure that it enters a written contract with the Sub-processors that has the relevant legal protections. Where the Processing qualifies as a Restricted Transfer; (i) where the Client is based in the UK this will be a UK Transfer Mechanism; or (ii) where the Client is based elsewhere in Europe this will be the EU SCCs. Where the Client requests Cemplicity will make available to them a copy of this contract.

8. Data Subjects' Rights

(a) Taking into account the nature of the processing, Cemplicity must provide reasonable and timely assistance to the Client (at the Client's expense) to enable the Client to respond to; (i) any request from a data subject to exercise any of its rights under European Data Protection Law (including its rights of access, to rectification, to erasure, to restriction, to

objection, and data portability, as applicable); and (ii) any other correspondence received from a data subject, regulator or third party in respect of Client Personal Data that Cemplicity Processes on the Client's behalf;

(b) In the event that any correspondence is made directly to Cemplicity, Cemplicity acting as a Processor will not respond to such communication directly without the Client's prior authorisation, unless legally required to do so, and instead, after being notified by Cemplicity, the Client may respond. If Cemplicity is legally required to respond to such a request, Cemplicity will promptly notify Client and provide it with a copy of the request unless legally prohibited from doing so; and

(c) To the extent Cemplicity is required under European Data Protection Law, Cemplicity will (at the Client's request and expense) provide reasonably requested information regarding the Services to enable the Client to carry out data protection impact assessments or prior consultations with data protection authorities.

9. Security Incidents

Upon becoming aware of a Security Incident, Cemplicity will inform the Client without undue delay and provide timely information relating to the Security Incident as it becomes known or as is reasonably requested by the Client to allow them to fulfil its data breach reporting obligations under European Data Protection Law. Cemplicity will take reasonable steps to contain, investigate, and mitigate any effects of the Security Incident. Cemplicity's notification of a Security Incident in will not be construed as an acknowledgement by Cemplicity of any fault or liability with respect to the Security Incident.

10. Deletion or Return of Data

Upon written request from Client, Cemplicity will delete or return to the Client all Client Personal Data processed on behalf of the Customer in compliance with the procedures and retention periods outlined in the Agreement, this requirement does not apply to the extent Cemplicity is required by the applicable law to retain some or all of the Client Personal Data.

As part of their Processing activities, the Client agrees that Cemplicity may anonymise the data and that Cemplicity retains the right to use Anonymised Data during and after the term of the Agreement.

11. Audits

(a) Where the Client is the Controller, Cemplicity will make available on request all information necessary to demonstrate compliance with the obligations laid down in this Section 11 and allow for and contribute to audits conducted by the Client or another auditor mandated by the Client.

(b) The Client acknowledges that Cemplicity is regularly audited by independent third-party auditors and/or internal auditors. Upon request, and on the condition that the Client has entered into an applicable non-disclosure agreement with Cemplicity, Cemplicity must on a confidential basis; (i) supply a summary copy of its audit report(s) to the Client, to verify Cemplicity's compliance with the audit standards against which it has been assessed, and this Agreement; and (ii) provide written responses to all reasonable requests for information made by the Client related to the Processing of Client Personal Data, including responses to information security and audit questionnaires, that are necessary to confirm Cemplicity's

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compliance with the Agreement, provided that the Client cannot exercise this right more than once per calendar year.

(c) Only to the extent the Client cannot reasonably satisfy Cemplicity's compliance with this Agreement through the exercise of its rights under clause 11 above, where required by European Data Protection Law, the Standard Contractual Clauses or UK Transfer Mechanism, the Client and its authorised representatives may conduct audits during the term of the Agreement to establish Cemplicity's compliance with the terms of this Agreement, on the condition that the Client and its authorised representatives have entered into an applicable non-disclosure agreement. Any audit must be conducted during Cemplicity's regular business hours, with reasonable advance notice (which may not be less than 45 calendar days) and subject to reasonable confidentiality procedures. Such audit may not require Cemplicity to disclose to the Client or its authorised representatives, or to allow Client or its authorised representatives to access; (i) any data or information of any other Cemplicity client; (ii) any Cemplicity internal accounting or financial information; or (iii) any Cemplicity trade secrets.

12. Updates to this Addendum

The Client warrants that Cemplicity may at any time update the DPC where necessary to ensure conformity to the European Data Protection Laws and any changes dictated or suggested to keep up to date with any further guidance issued by the European Commission or the ICO.

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