



## DATA PROCESSING ADDENDUM

*(Revision February 2024)*

This Data Processing Addendum, including its Schedules, (“DPA”) forms part of the Main Services Agreement or other written or electronic agreement between Connect-i and Customer for the purchase of online services (including associated Opigno offline or mobile components) from Connect-i (identified either as “Services” or otherwise in the applicable agreement, and hereinafter defined as “Services”) (the “Agreement”) to reflect the Parties’ agreement with regard to the Processing of Personal Data.

Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates. For the purposes of this DPA only, and except where indicated otherwise, the term “Customer” shall include Customer and Authorized Affiliates. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Services to Customer pursuant to the Agreement, Connect-i may Process Personal Data on behalf of Customer and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

### HOW TO EXECUTE THIS DPA:

1. This DPA consists of two parts: the main body of the DPA, and Schedules 1 and 2.
2. This DPA has been pre-signed on behalf of Connect-i.
3. To complete this DPA, Customer must:
  - a. Complete the information in the signature box and sign on pages 7 and 11.
  - b. Send the signed DPA to Connect-i by email to [dpa@connect-i.ch](mailto:dpa@connect-i.ch) indicating, if applicable, the Customer’s Account Number (as set out on the applicable Order Form or invoice).

Except as otherwise expressly provided in the Agreement, this DPA will become legally binding upon receipt by Connect-i of the validly completed DPA at this email address.

For the avoidance of doubt, signature of the DPA on page 7 shall be deemed to constitute signature and acceptance of the Standard Contractual Clauses, including Schedule 2. Where Customer wishes to separately execute the Standard Contractual Clauses and its Appendix, Customer should also complete the information as the data exporter and sign on page 11 (Schedule 2).

### HOW THIS DPA APPLIES

If the Customer entity signing this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement. In such case, the Connect-i entity that is party to the Agreement is party to this DPA.

If the Customer entity signing this DPA has executed an Order Form with Connect-i or its Affiliate pursuant to the Agreement, but is not itself a party to the Agreement, this DPA is an addendum to that Order Form and applicable renewal Order Form(s), and the Connect-i entity that is party to such Order Form is party to this DPA. For the purposes of this DPA, any reference to Order Form herein shall include “Ordering Document” (as defined in the Agreement).

If the Customer entity signing this DPA is neither a party to an Order Form nor the Agreement, this DPA is not valid and is not legally binding. Such entity should request that the Customer entity who is a party to the Agreement executes this DPA.

## DATA PROCESSING TERMS

### 1. DEFINITIONS

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control”, for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Authorized Affiliate**” means any of Customer’s Affiliate(s) which (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use the Services pursuant to the Agreement between Customer and Connect-i, but has not signed its own Order Form with Connect-i and is not a “Customer” as defined under this DPA.

“**CCPA**” means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 *et seq.*, as amended by the California Privacy Rights Act, and its implementing regulations.

“**Controller**” means the entity which determines the purposes and means of the Processing of Personal Data.

“**Customer**” means the entity that executed the Agreement together with its Affiliates (for so long as they remain Affiliates) which have signed Order Forms.

“**Customer Data**” means what is defined in the Agreement as “Customer Data” or “Your Data”, provided that such data is electronic data and information submitted by or for Customer to the Services. This DPA does not apply to Content or Non-Opigno Applications as defined in the Agreement or, if not defined in the Agreement, as defined in the Main Services Agreement.

“**Data Protection Laws and Regulations**” means all laws and regulations applicable to the Processing of Personal Data under the Agreement, including those of the European Union, the European Economic Area and their member states, Switzerland, the United Kingdom and the United States and its states.

“**Data Subject**” means the identified or identifiable person to whom Personal Data relates.

“**Europe**” means the European Union, the European Economic Area, Switzerland and the United Kingdom.

“**GDPR**” means Regulation (EU) 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, and repealing Directive 95/46/EC (General Data Protection Regulation), including as implemented or adopted under the laws of the United Kingdom.

“**Personal Data**” means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as Personal Data or personally identifiable information under applicable Data Protection Laws and Regulations), where for each (i) or (ii), such data is Customer Data.

“**Processing**” or “**Process**” means any operation or set of operations which is performed upon 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.

“**Processor**” means the entity which Processes Personal Data on behalf of the Controller, including as applicable any “service provider” as that term is defined by the CCPA.

“**Public Authority**” means a government agency or law enforcement authority, including judicial authorities.

“**Connect-i Processor BCR**” means Connect-i’s processor binding corporate rules for the Processing of Personal Data which govern transfers of Personal Data to third-party Sub-processors. The scope of application of the Connect-i Processor BCR is set out in section 12 of this DPA and section 1 of Schedule 1.

“**Opigno**” means a product developed by Connect-i under the registered trademark Opigno®.

“**Connect-i**” means the Connect-i Sarl company, a Swiss limited liability company having its registered address at Tresi 6C, 1028 Préverenges (VD), VAT / Fiscal code n. CHE-114.078.026.

“**Standard Contractual Clauses**” means Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council approved by European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, as currently set out at [https://eur-lex.europa.eu/eli/dec\\_impl/2021/914/oj](https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj).

“**Sub-processor**” means any Processor engaged by Connect-i.

## 2. PROCESSING OF PERSONAL DATA

- 2.1. Roles of the Parties.** The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is a Controller or a Processor, Connect-i is a Processor and that Connect-i will engage Sub-processors pursuant to the requirements set forth in section 5 “Sub-processors” below.
- 2.2. Customer’s Processing of Personal Data.** Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations, including any applicable requirement to provide notice to Data Subjects of the use of Connect-i as Processor (including where the Customer is a Processor, by ensuring that the ultimate Controller does so). For the avoidance of doubt, Customer’s instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data. Customer specifically acknowledges and agrees that its use of the Services will not violate the rights of any Data Subject, including those that have opted-out from sales or other disclosures of Personal Data, to the extent applicable under Data Protection Laws and Regulations.
- 2.3. Connect-i’s Processing of Personal Data.** Connect-i shall treat Personal Data as Confidential Information and shall Process Personal Data on behalf of and only in accordance with Customer’s documented instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by Users in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement.
- 2.4. Details of the Processing.** The subject-matter of Processing of Personal Data by Connect-i is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 2 (Description of Processing/Transfer) to this DPA.
- 2.5. Customer Instructions.** Connect-i shall inform Customer immediately (i) if, in its opinion, an instruction from Customer constitutes a breach of the GDPR and/or (ii) if Connect-i is unable to follow Customer’s instructions for the Processing of Personal Data.

## 3. RIGHTS OF DATA SUBJECTS

Connect-i shall, to the extent legally permitted, promptly notify Customer of any complaint, dispute or request it has received from a Data Subject such as a Data Subject’s right of access, right to rectification, restriction of Processing, erasure (“right to be forgotten”), data portability, object to the Processing, or its right not to be subject to an automated individual decision making, each such request being a “Data Subject Request”. Connect-i shall not respond to a Data Subject Request itself, except that Customer authorizes Connect-i to redirect the Data Subject Request as necessary to allow Customer to respond directly. Taking into account the nature of the Processing, Connect-i shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Customer’s obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, Connect-i shall upon Customer’s request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Connect-i is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from Connect-i’s provision of such assistance.

## 4. CONNECT-I PERSONNEL

- 4.1. Confidentiality.** Connect-i shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. Connect-i shall ensure that such confidentiality obligations survive the termination of the personnel engagement.
- 4.2. Reliability.** Connect-i shall take commercially reasonable steps to ensure the reliability of any Connect-i personnel engaged in the Processing of Personal Data.
- 4.3. Limitation of Access.** Connect-i shall ensure that Connect-i’s access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.

## 5. SUB-PROCESSORS

- 5.1. Appointment of Sub-processors.** Customer acknowledges and agrees that (a) Connect-i’s Affiliates may be retained as Sub-processors; and (b) Connect-i and Connect-i’s Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. Connect-i or a Connect-i Affiliate has entered into a written agreement with each Sub-processor containing, in substance, data protection obligations no less protective than those in the Agreement with respect to the protection of Customer Data to the extent applicable to the nature of the Services provided by such Sub-

processor.

- 5.2. List of Current Sub-processors and Notification of New Sub-processors.** The current list of Sub-processors engaged in Processing Personal Data for the performance of each applicable Service, including a description of their processing activities and countries of location can be found on Opigno's website or on private service desk made available for the Customer. Customer hereby consents to these Sub-processors, their locations and processing activities as it pertains to their Personal Data. Customers can contact Connect-i to subscribe to notifications of new Sub-processors for each applicable Service, and if Customer subscribes, Connect-i 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.
- 5.3. Objection Right for New Sub-processors.** Customer may object to Connect-i's use of a new Sub-processor by notifying Connect-i promptly in writing within thirty (30) days of receipt of Connect-i's notice in accordance with the mechanism set out in section 5.2. If Customer objects to a new Sub-processor as permitted in the preceding sentence, Connect-i 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 Personal Data by the objected-to new Sub-processor without unreasonably burdening Customer. If Connect-i is unable to make available such change within a reasonable period of time, which shall not exceed sixty (60) days, Customer may terminate the applicable Order Form(s) with respect only to those Services which cannot be provided by Connect-i without the use of the objected-to new Sub-processor by providing written notice to Connect-i. Connect-i will refund Customer any prepaid fees covering the remainder of the term of such Order Form(s) following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Customer.
- 5.4. Liability.** Connect-i shall be liable for the acts and omissions of its Sub-processors to the same extent Connect-i would be liable if performing the services of each Sub-processor directly under the terms of this DPA, unless otherwise set forth in the Agreement.

## 6. SECURITY

- 6.1. Controls for the Protection of Customer Data.** Connect-i shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Customer Data), confidentiality and integrity of Customer Data. Connect-i regularly monitors compliance with these measures. Connect-i will not materially decrease the overall security of the Services during a subscription term.
- 6.2. Audit.** Connect-i shall maintain an audit program to help ensure compliance with the obligations set out in this DPA and shall make available to Customer information to demonstrate compliance with the obligations set out in this DPA, including those obligations required by applicable Data Protection Laws and Regulations, as set forth in this section 6.2.
- 6.2.1. On-Site Audit.** Customer may contact Connect-i to request an on-site audit of Connect-i's Processing activities covered by this DPA ("On-Site Audit"). An On-Site Audit may be conducted by Customer either itself or through a Third-Party Auditor (as defined below in section 6.2.4) selected by Customer when:
- (i) Customer has received a notice from Connect-i of a Customer Data Incident; or
  - (ii) such an audit is required by Data Protection Laws and Regulations or by Customer's competent supervisory authority.

Any On-Site Audits will be limited to Customer Data Processing and storage facilities operated by Connect-i or any of Connect-i's Affiliates. Customer acknowledges that Connect-i operates a multi-tenant cloud environment. Accordingly, Connect-i shall have the right to reasonably adapt the scope of any On-Site Audit to avoid or mitigate risks with respect to, and including, service levels, availability, and confidentiality of other Connect-i customers' information.

**6.2.2. Reasonable Exercise of Rights.** An On-Site Audit shall be conducted by Customer or its Third-Party Auditor:

- (i) acting reasonably, in good faith, and in a proportional manner, taking into account the nature and complexity of the Services used by Customer;
- (ii) up to one time per year with at least three weeks' advance written notice. If an emergency justifies a shorter notice period, Connect-i will use good faith efforts to accommodate the On-Site Audit request; and
- (iii) during Connect-i's normal business hours, under reasonable duration and shall not unreasonably interfere with Connect-i's day-to-day operations.

Before any On-Site Audit commences, Customer and Connect-i shall mutually agree upon the scope, timing, and duration of the audit and the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by or on behalf of Connect-i.

**6.2.3. Third-Party Auditor.** A Third-Party Auditor means a third-party independent contractor that is not a competitor of Connect-i. An On-Site Audit can be conducted through a Third Party Auditor if:

- (i) prior to the On-Site Audit, the Third-Party Auditor enters into a non-disclosure agreement containing confidentiality provisions no less protective than those set forth in the Agreement to protect Connect-i's proprietary information; and

- (ii) the costs of the Third-Party Auditor are at Customer's expense.

**6.2.4. Findings.** Customer must promptly provide Connect-i with information regarding any non-compliance discovered during the course of an On-Site Audit.

- 6.3. Data Protection Impact Assessment.** Upon Customer's request, Connect-i shall provide Customer with reasonable cooperation and assistance needed to fulfill Customer's obligation under Data Protection Laws and Regulations to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Connect-i.

## 7. CUSTOMER DATA INCIDENT MANAGEMENT AND NOTIFICATION

Connect-i maintains security incident management policies and procedures specified in the Security, Privacy and Architecture Documentation and shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data, including Personal Data, transmitted, stored or otherwise Processed by Connect-i or its Sub-processors of which Connect-i becomes aware (a "Customer Data Incident"). Connect-i shall make reasonable efforts to identify the cause of such Customer Data Incident and take such steps as Connect-i deems necessary and reasonable to remediate the cause of such a Customer Data Incident to the extent the remediation is within Connect-i's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's Users.

## 8. GOVERNMENT ACCESS REQUESTS

**8.1 Connect-i requirements.** In its role as a Processor, Connect-i shall maintain appropriate measures to protect Personal Data in accordance with the requirements of Data Protection Laws and Regulations, including by implementing appropriate technical and organizational safeguards to protect Personal Data against any interference that goes beyond what is necessary in a democratic society to safeguard national security, defense and public security. If Connect-i receives a legally binding request to access Personal Data from a Public Authority, Connect-i shall, unless otherwise legally prohibited, promptly notify Customer including a summary of the nature of the request. To the extent Connect-i is prohibited by law from providing such notification, Connect-i shall use commercially reasonable efforts to obtain a waiver of the prohibition to enable Connect-i to communicate as much information as possible, as soon as possible. Further, Connect-i shall challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful. Connect-i shall pursue possibilities of appeal. When challenging a request, Connect-i shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the Personal Data requested until required to do so under the applicable procedural rules. Connect-i agrees it will provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request. Connect-i shall promptly notify Customer if Connect-i becomes aware of any direct access by a Public Authority to Personal Data and provide information available to Connect-i in this respect, to the extent permitted by law. For the avoidance of doubt, this DPA shall not require Connect-i to pursue action or inaction that could result in civil or criminal penalty for Connect-i such as contempt of court. Connect-i certifies that Connect-i (1) has not purposefully created back doors or similar programming for the purpose of allowing access to the Services and/or Personal Data by any Public Authority; (2) has not purposefully created or changed its business processes in a manner that facilitates access to the Services and/or Personal Data by any Public Authority; and (3) at the Effective Date is not currently aware of any national law or government policy requiring Connect-i to create or maintain back doors, or to facilitate access to the Services and/or Personal Data, to keep in its possession any encryption keys or to hand- over the encryption key to any third party.

**8.2 Sub-processors requirements.** Connect-i shall ensure that Sub-processors involved in the Processing of Personal Data are subject to the relevant commitments regarding Government Access Requests in the Standard Contractual Clauses and Connect-i Processor BCR.

## 9. RETURN AND DELETION OF CUSTOMER DATA

Connect-i shall return Customer Data to Customer and, to the extent allowed by applicable law, delete Customer Data according to applicable laws. Until Customer Data is deleted or returned, Connect-i shall continue to comply with this DPA and its Schedules.

## 10. AUTHORIZED AFFILIATES

- 10.1. Contractual Relationship.** The parties acknowledge and agree that, by executing the Agreement, Customer enters into this DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between Connect-i and each such Authorized Affiliate subject to the provisions of the Agreement and this section 10 and section 11. Each Authorized Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the avoidance of doubt, an Authorized Affiliate is not and does not become a party

to the Agreement, and is a party only to this DPA. All access to and use of the Services and Content by Authorized Affiliates must comply with the terms and conditions of the Agreement and any violation of the terms and conditions of the Agreement by an Authorized Affiliate shall be deemed a violation by Customer.

**10.2. Communication.** The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with Connect-i under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

**10.3. Rights of Authorized Affiliates.** Where an Authorized Affiliate becomes a party to this DPA with Connect-i, it shall to the extent required under applicable Data Protection Laws and Regulations be entitled to exercise the rights and seek remedies under this DPA, subject to the following:

**10.3.1** Except where applicable Data Protection Laws and Regulations require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against Connect-i directly by itself, the parties agree that (i) solely the Customer that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and (ii) the Customer that is the contracting party to the Agreement shall exercise any such rights under this DPA, not separately for each Authorized Affiliate individually, but in a combined manner for itself and all of its Authorized Affiliates together (as set forth, for example, in section 10.3.2, below).

**10.3.2** The parties agree that the Customer that is the contracting party to the Agreement shall, when carrying out an On-Site Audit of the procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on Connect-i and its Sub-Processors by combining, to the extent reasonably possible, several audit requests carried out on behalf of itself and all of its Authorized Affiliates in one single audit.

## 11. LIMITATION OF LIABILITY

Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Authorized Affiliates and Connect-i, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together.

For the avoidance of doubt, Connect-i's and its Affiliates' total liability for all claims from Customer and all of its Authorized Affiliates arising out of or related to the Agreement and all DPAs shall apply in the aggregate for all claims under both the Agreement and all DPAs established under the Agreement, including by Customer and all Authorized Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Authorized Affiliate that is a contractual party to any such DPA.

## 12. EUROPE SPECIFIC PROVISIONS

**12.1. Definitions.** For the purposes of this section 12 and Schedule 1 these terms shall be defined as follows:

"EU C-to-P Transfer Clauses" means Standard Contractual Clauses sections I, II, III and IV (as applicable) to the extent they reference Module Two (Controller-to-Processor).

"EU P-to-P Transfer Clauses" means Standard Contractual Clauses sections I, II, III and IV (as applicable) to the extent they reference Module Three (Processor-to-Processor).

**12.2. GDPR.** Connect-i will Process Personal Data in accordance with the GDPR requirements directly applicable to Connect-i's provision of its Services.

**12.3. Transfer mechanisms for data transfers.** If, in the performance of the Services, Personal Data that is subject to the GDPR or any other law relating to the protection or privacy of individuals that applies in Europe is transferred out of Europe to countries which do not ensure an adequate level of data protection within the meaning of the Data Protection Laws and Regulations of Europe, the transfer mechanisms listed below shall apply to such transfers and can be directly enforced by the Parties to the extent such transfers are subject to the Data Protection Laws and Regulations of Europe:

- **The Connect-i Processor BCR** subject to the additional terms in section 1 of Schedule 1;
- **The EU C-to-P Transfer Clauses.** Where Customer and/or its Authorized Affiliate is a Controller and a data exporter of Personal Data and Connect-i is a Processor and data importer in respect of that Personal Data, then the Parties shall comply with the EU C-to-P Transfer Clauses, subject to the additional terms in section 2 of Schedule 1; and/or
- **The EU P-to-P Transfer Clauses.** Where Customer and/or its Authorized Affiliate is a Processor acting on behalf of a Controller and a data exporter of Personal Data and Connect-i is a Processor and data importer in respect of that Personal Data, the Parties shall comply with the terms of the EU P-to-P Transfer Clauses, subject to the additional terms in sections 2 and 3 of Schedule 1.

**12.4. Impact of local laws.** As of the Effective Date, Connect-i has no reason to believe that the laws and practices in any third country of destination applicable to its Processing of the Personal Data, including any requirements to disclose Personal Data or measures authorising access by a Public Authority, prevent Connect-i from fulfilling its obligations under this DPA.

If Connect-i reasonably believes that any existing or future enacted or enforceable laws and practices in the third country of destination applicable to its Processing of the Personal Data ("Local Laws") prevent it from fulfilling its obligations under this DPA, it shall promptly notify Customer. In such a case, Connect-i shall use reasonable efforts to make available to the affected Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to facilitate compliance with the Local Laws without unreasonably burdening Customer. If Connect-i is unable to make available such change promptly, Customer may terminate the applicable Order Form(s) and suspend the transfer of Personal Data in respect only to those Services which cannot be provided by Connect-i in accordance with the Local Laws by providing written notice in accordance with the "Notices" section of the Agreement. Customer shall receive a refund of any prepaid fees for the period following the effective date of termination for such terminated Services.

**13. LEGAL EFFECT**

This DPA shall only become legally binding between Customer and Connect-i when the formalities steps set out in the section "HOW TO EXECUTE THIS DPA" above have been fully completed.

**List of Schedules**

Schedule 1: Transfer Mechanisms for European Data Transfers

Schedule 2: Description of Processing/Transfer

The parties' authorized signatories have duly executed this DPA:

**CUSTOMER**

Signature: \_\_\_\_\_

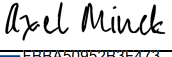
Customer Legal Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONNECT-I SA** Signed by:

Signature:  \_\_\_\_\_  
FBBAA50952B3F473...

Print Name: Axel Minck

Title: Managing Director

Date: 2/4/2024

## SCHEDULE 1 - TRANSFER MECHANISMS FOR EUROPEAN DATA TRANSFERS

### 1. ADDITIONAL TERMS FOR BCR SERVICES

- 1.1. **Instructions and Notices.** Where Customer acts as a Processor under the instructions of the relevant Controller of Personal Data, Customer acknowledges and accepts that the commitments contained in the Connect-i Processor BCR are for the benefit of the ultimate Controller. Customer shall be responsible for ensuring that its Processing instructions as set out in the Agreement and this DPA, including its authorizations to Connect-i for the appointment of Sub-processors in accordance with this DPA, have been authorized by the relevant Controller. Customer shall also be solely responsible for forwarding any notifications received from Connect-i to the relevant Controller where appropriate.
- 1.2. **Audits of the BCR Services.** The Parties agree that the audits of BCR Services described in the BCR shall be carried out in accordance with section 6.2 of the DPA.
- 1.3. **Reference to the Connect-i Processor BCR.** All provisions contained in the Connect-i Processor BCR are incorporated by reference and are an integral part of this DPA.
- 1.4. **Liability.** In accordance with the Agreement, Customer shall have the right to enforce the Connect-i Processor BCR against Connect-i, including judicial remedies and the right to receive compensation.
- 1.5. **Conflict.** In the event of any conflict or inconsistency between this DPA and the Connect-i Processor BCR, the Connect-i Processor BCR shall prevail.

### 2. STANDARD CONTRACTUAL CLAUSES OPERATIVE PROVISIONS AND ADDITIONAL TERMS

For the purposes of the EU C-to-P Transfer Clauses and the EU P-to-P Transfer Clauses, Customer is the data exporter and Connect-i is the data importer and the Parties agree to the following. If and to the extent an Authorized Affiliate relies on the EU C-to-P Transfer Clauses or the EU P-to-P Transfer Clauses for the transfer of Personal Data, any references to 'Customer' in this Schedule, include such Authorized Affiliate. Where this section 2 does not explicitly mention EU C-to-P Transfer Clauses or EU P-to-P Transfer Clauses it applies to both of them.

- 2.1. **Reference to the Standard Contractual Clauses.** The relevant provisions contained in the Standard Contractual Clauses are incorporated by reference and are an integral part of this DPA. The information required for the purposes of the Appendix to the Standard Contractual Clauses are set out in Schedule 2.
- 2.2. **Docking clause.** The option under clause 7 shall not apply.
- 2.3. **Instructions.** This DPA and the Agreement are Customer's complete and final documented instructions at the time of signature of the Agreement to Connect-i for the Processing of Personal Data. Any additional or alternate instructions must be consistent with the terms of this DPA and the Agreement. For the purposes of clause 8.1(a), the instructions by Customer to Process Personal Data are set out in section 2.3 of this DPA and include onward transfers to a third party located outside Europe for the purpose of the performance of the Services.
- 2.4. **Certification of Deletion.** The parties agree that the certification of deletion of Personal Data that is described in clause 8.5 and 16(d) of the Standard Contractual Clauses shall be provided by Connect-i to Customer only upon Customer's written request.
- 2.5. **Security of Processing.** For the purposes of clause 8.6(a), Customer is solely responsible for making an independent determination as to whether the technical and organisational measures set forth in the Security, Privacy and Architecture Documentation meet Customer's requirements and agrees that (taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the Processing of its Personal Data as well as the risks to individuals) the security measures and policies implemented and maintained by Connect-i provide a level of security appropriate to the risk with respect to its Personal Data. For the purposes of clause 8.6(c), personal data breaches will be handled in accordance with section 7 (Customer Data Incident Management and Notification) of this DPA.
- 2.6. **Audits of the SCCs.** The parties agree that the audits described in clause 8.9 of the Standard Contractual Clauses shall be carried out in accordance with section 6.2 of this DPA.
- 2.7. **General authorisation for use of Sub-processors.** Option 2 under clause 9 shall apply. For the purposes of clause 9(a), Connect-i has Customer's general authorisation to engage Sub-processors in accordance with section 5 of this DPA. Connect-i shall make available to Customer the current list of Sub-processors in accordance with section 5.2 of this DPA.
- 2.8. **Notification of New Sub-processors and Objection Right for new Sub-processors.** Pursuant to clause 9(a), Customer acknowledges and expressly agrees that Connect-i may engage new Sub-processors as described in sections 5.2 and 5.3 of this DPA. Connect-i shall inform Customer of any changes to Sub-processors following the procedure provided for in section 5.2 of this DPA.



- 2.9. Complaints - Redress.** For the purposes of clause 11, and subject to section 3 of this DPA, Connect-i shall inform data subjects on its website of a contact point authorised to handle complaints. Connect-i shall inform Customer if it receives a complaint by, or a dispute from, a Data Subject with respect to Personal Data and shall without undue delay communicate the complaint or dispute to Customer. Connect-i shall not otherwise have any obligation to handle the request (unless otherwise agreed with Customer). The option under clause 11 shall not apply.
- 2.10. Liability.** Connect-i's liability under clause 12(b) shall be limited to any damage caused by its Processing where Connect-i has not complied with its obligations under the GDPR specifically directed to Processors, or where it has acted outside of or contrary to lawful instructions of Customer, as specified in Article 82 GDPR.
- 2.11. Supervision.** Clause 13 shall apply as follows:
- 2.11.1. Where Customer is established in an EU Member State, the supervisory authority with responsibility for ensuring compliance by Customer with Regulation (EU) 2016/679 as regards the data transfer shall act as competent supervisory authority.
- 2.11.2. Where Customer is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679, the supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established shall act as competent supervisory authority.
- 2.11.3. Where Customer is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679, Commission nationale de l'informatique et des libertés (CNIL) - 3 Place de Fontenoy, 75007 Paris, France shall act as competent supervisory authority.
- 2.11.4. Where Customer is established in the United Kingdom or falls within the territorial scope of application of the Data Protection Laws and Regulations of the United Kingdom ("UK Data Protection Laws and Regulations"), the Information Commissioner's Office ("ICO") shall act as competent supervisory authority.
- 2.11.5. Where Customer is established in Switzerland or falls within the territorial scope of application of the Data Protection Laws and Regulations of Switzerland ("Swiss Data Protection Laws and Regulations"), the Swiss Federal Data Protection and Information Commissioner shall act as competent supervisory authority insofar as the relevant data transfer is governed by Swiss Data Protection Laws and Regulations.
- 2.12. Notification of Government Access Requests.** For the purposes of clause 15(1)(a), Connect-i shall notify Customer (only) and not the Data Subject(s) in case of government access requests. Customer shall be solely responsible for promptly notifying the Data Subject as necessary.
- 2.13. Governing Law, Jurisdiction.** The governing law shall be the law that is designated in the Governing Law, Jurisdiction section of the Agreement.
- 2.14. Appendix.** The Appendix shall be completed as follows:
- The contents of section 1 of Schedule 2 shall form Annex I.A to the Standard Contractual Clauses
  - The contents of sections 2 to 9 of Schedule 2 shall form Annex I.B to the Standard Contractual Clauses
  - The contents of section 10 of Schedule 2 shall form Annex I.C to the Standard Contractual Clauses
  - The contents of section 11 of Schedule 2 to this Exhibit shall form Annex II to the Standard Contractual Clauses.
- 2.15. Data Exports from the United Kingdom under the Standard Contractual Clauses.** For data transfers governed by UK Data Protection Laws and Regulations, the Mandatory Clauses of the Approved Addendum, being the [template Addendum B.1.0](#) issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as revised under Section 18 of those Mandatory Clauses ("Approved Addendum") shall apply. The information required for Tables 1 to 3 of Part One of the Approved Addendum is set out in Schedule 2 of this DPA (as applicable). For the purposes of Table 4 of Part One of the Approved Addendum, neither party may end the Approved Addendum when it changes.

- 2.16. Data Exports from Switzerland under the Standard Contractual Clauses.** For data transfers governed by Swiss Data Protection Laws, the Standard Contractual Clauses also apply to the transfer of information relating to an identified or identifiable legal entity where such information is protected similarly as Personal Data under Swiss Data Protection Laws until such laws are amended to no longer apply to a legal entity. In such circumstances, general and specific references in the Standard Contractual Clauses to GDPR or EU or Member State Law shall have the same meaning as the equivalent reference in Swiss Data Protection Laws.
- 2.17. Conflict.** The Standard Contractual Clauses are subject to this DPA and the additional safeguards set out hereunder. The rights and obligations afforded by the Standard Contractual Clauses will be exercised in accordance with this DPA, unless stated otherwise. In the event of any conflict or inconsistency between the body of this DPA and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

### **3. ADDITIONAL TERMS FOR THE EU P-TO-P TRANSFER CLAUSES**

For the purposes of the EU P-to-P Transfer Clauses (only), the Parties agree the following.

- 3.1. Instructions and notifications.** For the purposes of clause 8.1(a), Customer hereby informs Connect-i that it acts as Processor under the instructions of the relevant Controller in respect of Personal Data. Customer warrants that its Processing instructions as set out in the Agreement and this DPA, including its authorizations to Connect-i for the appointment of Sub-processors in accordance with this DPA, have been authorized by the relevant Controller. Customer shall be solely responsible for forwarding any notifications received from Connect-i to the relevant Controller where appropriate.
- 3.2. Security of Processing.** For the purposes of clause 8.6(c) and (d), Connect-i shall provide notification of a personal data breach concerning Personal Data Processed by Connect-i to Customer.
- 3.3. Documentation and Compliance.** For the purposes of clause 8.9, all enquiries from the relevant Controller shall be provided to Connect-i by Customer. If Connect-i receives an enquiry directly from a Controller, it shall forward the enquiry to Customer and Customer shall be solely responsible for responding to any such enquiry from the relevant Controller where appropriate.
- 3.4. Data Subject Rights.** For the purposes of clause 10 and subject to section 3 of this DPA, Connect-i shall notify Customer about any request it has received directly from a Data Subject without obligation to handle it (unless otherwise agreed), but shall not notify the relevant Controller. Customer shall be solely responsible for cooperating with the relevant Controller in fulfilling the relevant obligations to respond to any such request.

## SCHEDULE 2 - DESCRIPTION OF PROCESSING/TRANSFER

### 1. LIST OF PARTIES

Data exporter(s): *Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union*

Name: Customer and its Authorized Affiliates.

Address:

Contact person's name, position and contact details:

Activities relevant to the data transferred under these clauses: Performance of the Services pursuant to the Agreement and as further described in the Documentation.

Signature and date:

Role: For the purposes of the EU C-to-P Transfer Clauses Customer and/or its Authorized Affiliate is a Controller. For the purposes of the EU P-to-P Transfer Clauses Customer and/or its Authorized Affiliate is a Processor.

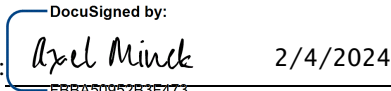
Data importer(s): *Identity and contact details of the data importer(s), including any contact person with responsibility for data protection*

Name: Connect-i Sàrl

Address: Tresi 6C, 1028 Prévèrenge, Switzerland

Contact person's name, position and contact details: Axel Minck, Managing Director, [privacy@connect-i.ch](mailto:privacy@connect-i.ch)

Activities relevant to the data transferred under these clauses: Performance of the Services pursuant to the Agreement and as further described in the Documentation.

Signature and date:  FBBAS0952B3F473...

Role: Processor

### 2. CATEGORIES OF DATA SUBJECTS WHOSE PERSONAL DATA IS TRANSFERRED

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Prospects, customers, business partners and vendors of Customer (who are natural persons)
- Employees or contact persons of Customer's prospects, customers, business partners and vendors
- Employees, agents, advisors, freelancers of Customer (who are natural persons)
- Customer's Users authorized by Customer to use the Services

### 3. CATEGORIES OF PERSONAL DATA TRANSFERRED

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First name
- Last name
- User name
- Picture
- Email address (professional or private)
- Role

- Language
- Career path
- Results (answers and scores resulting from questionnaires)
- Internal messages (if functionality activated)

#### **4. SENSITIVE DATA TRANSFERRED (IF APPLICABLE)**

*Sensitive data transferred (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:*

Data exporter may submit special categories of data to the Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which is for the sake of clarity Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade-union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

#### **5. FREQUENCY OF THE TRANSFER**

*The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):*  
Continuous basis depending on the use of the Services by Customer.

#### **6. NATURE OF THE PROCESSING**

The nature of the Processing is the performance of the Services pursuant to the Agreement.

#### **7. PURPOSE OF PROCESSING, THE DATA TRANSFER AND FURTHER PROCESSING**

Connect-i will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further specified in the Documentation, and as further instructed by Customer in its use of the Services.

#### **8. DURATION OF PROCESSING**

*The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:*

Subject to section 9 of the DPA, Connect-i will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

#### **9. SUB-PROCESSOR TRANSFERS**

*For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:*

As per 7 above, the Sub-processor will Process Personal Data as necessary to perform the Services pursuant to the Agreement. Subject to section 9 of this DPA, the Sub-processor will Process Personal Data for the duration of the Agreement, unless otherwise agreed in writing.

Identities of the Sub-processors used for the provision of the Services and their country of location are listed under Opigno's website or on a private service desk made available for the Customer.

#### **10. COMPETENT SUPERVISORY AUTHORITY**

*Identify the competent supervisory authority/ies in accordance with clause 13: the supervisory authority specified in section 2.11 of Schedule 1 shall act as the competent supervisory authority.*

#### **11. TECHNICAL AND ORGANISATIONAL MEASURES**

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the Services. Data Importer will not materially decrease the overall security of the Services during a subscription term. Data Subject Requests shall be handled in accordance with section 3 of the DPA.