

Data Processing Addendum

The parties conclude this Data Processing Addendum (“**DPA**”), which forms part of the **Agreement** between Customer and Supplier, to reflect our agreement about the Processing of Personal Data, in accordance with the requirements of Data Protection Laws and Regulations, including the GDPR, the UK GDPR, the FDPA, the CCPA, the Data Privacy Framework and the UK Extension to the Data Privacy Framework, to the extent applicable. To the extent Supplier, in providing the Services set forth in the Agreement, processes Personal Data on behalf of Customer, the provisions of this DPA apply.

References to the Agreement will be construed as including this DPA. Any capitalized terms not defined herein shall have the respective meanings given to them in the Agreement.

This DPA consists of two parts: (i) the main body of this DPA, and (ii) Attachments 1, 2, 3, 4, 5 and 6 hereto.

How to Execute this DPA:

1. To complete this DPA, you should:
 - a. Sign the main body of this DPA in the signature box below.
 - b. Complete any missing information and sign Attachment 1, Attachment 2, Attachment 3, as well as Attachments 4, 5, and 6 if applicable.
2. Submit the completed and signed DPA to Supplier via email to dpa@epignosishq.com. Upon receipt of your validly completed DPA, this DPA will be legally binding (provided that you have not overwritten or modified any of the terms beyond completing the missing information).

How this DPA Applies

If the Customer signing this DPA is a party to the Agreement, then this DPA is an addendum to and forms part of the Agreement.

If the Customer entity signing this DPA is not a party to the Agreement, this DPA is not valid and is not legally binding. Such entity should request that the Customer entity who is party to the Agreement executes this DPA.

This DPA shall not replace any comparable or additional rights relating to Processing of Personal Data contained in the Agreement. For the avoidance of doubt, it is stated that this DPA prevails for all issues it regulates.

Data Processing Terms

Customer and Epignosis hereby agree to the following provisions with respect to any Personal Data processed by Epignosis in relation to the provision of the Services under the Agreement.

1. DEFINITIONS

“**Adequacy Decision**” means a European Commission Decision and/or a decision of the Secretary of State of the UK that a third country or an international organization ensures an adequate level of data protection as defined in the GDPR, the UK GDPR and the FDPA.

“**Authorized Affiliate**” means any of Customer’s Affiliate(s), which (i) is/are subject to Customer’s Binding Corporate Rules or to similar contractual clauses, including Standard Contractual Clauses or contractual clauses approved by a Supervisory Authority, where applicable, with the Customer to ensure adequate level of protection of Personal Data, (ii) is not established in a Restricted Third Country, and (iii) is permitted to use the Services pursuant to the Agreement between Customer and Epignosis, but is not a signatory Party to the Agreement and is not a “Customer” as defined under the Agreement.

“Binding Corporate Rules” are binding internal rules that regulate the transfer of Personal Data within an organization which, where applicable, have been approved by a competent Supervisory Authority as providing an adequate level of protection to Personal Data.

“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.

“Data Controller” means the entity that determines the purposes and means of the Processing of Personal Data, as defined in the GDPR, the UK GDPR, and the FDPA and has the same meaning as “business,” as that term is defined by the CCPA.

“Data Privacy Framework” or “DPF” means the Commission Implementing Decision of 10.7.2023 pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council on the adequate level of protection of personal data under the EU-US Data Privacy Framework, as in force from time to time;

“Data Processor” means the entity which Processes Personal Data on behalf of the Data Controller, as defined in the GDPR, the UK GDPR, and the FDPA and has the same meaning as “service provider,” as that term is defined by the CCPA;

“Data Protection Laws and Regulations” means all laws and regulations applicable to the Processing of Personal Data as part of or in connection with the Services, including but not limited to (i) laws and regulations of the European Union, the European Economic Area and their member states, including the GDPR, (ii) Adequacy Decisions, including the Data Privacy Framework (“DPF”) and the UK Extension to the DPF, (iii) the UK GDPR, (iv) the FDPA and (v) the CCPA, as either of (i) or (ii) or (iii) or (iv) or (v) may be amended and are in force from time to time;

“Data Subject” means the individual to whom Personal Data relates, as defined in the GDPR, the UK GDPR, and the FDPA, and has the same meaning as “consumer” as that term is defined under the CCPA;

“Epignosis” means the Supplier, and its Affiliates engaged in the Processing as these are mentioned under Clause 5.1 (i);

“Epignosis’s Representative” means a natural or legal person established in the European Union who is designated by and represents Epignosis with regard to its respective obligations under the GDPR, as applicable. Epignosis’s Representative is the Greek Branch of Epignosis UK Ltd, established in Athens, Lykourgou 1, 10551, (+30) 211 800 6449;

Epignosis’s UK Representative means a natural or legal person established in the UK who represents Epignosis with regard to its respective obligations under the UK GDPR, as applicable. Epignosis’s UK Representative is Epignosis UK Ltd, having its office at 1 Fore Street Avenue, London, United Kingdom, EC2Y 9DT;

“FDPA” means the Swiss Federal Data Protection Act including its implementing ordinances (Bundesgesetz über den Datenschutz), or any succeeding Swiss data protection law;

“GDPR” means the 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), as may be amended from time to time;

“Personal Data” means data about a natural person processed by Epignosis in relation to the provision of the Services under the Agreement, from which that person is identified or identifiable, and has the same meaning as “personal information” as that term is defined under the CCPA.

“Processing” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, transfer or otherwise making available, alignment or combination, blocking, erasure or destruction, as defined in the GDPR, the UK GDPR and the FDPA;

“Restricted Third Country” means a country to which a transfer of Personal Data, or from which access to Personal Data, would be prohibited by applicable Data Protection Laws and Regulations;

“Standard Contractual Clauses” means contractual clauses adopted by the European Commission and/or the UK Secretary of State and/or the UK Information Commissioner and/or the Swiss Federal Data Protection and Information Commissioner based on the GDPR and/or the UK GDPR and/or the FDPA, as applicable;

“Sub-processor” means any other processor, engaged by the Supplier, who agrees to receive from Supplier Personal Data exclusively intended for the Processing to be carried out on behalf of the Customer, in accordance with its instructions, the terms of the DPA, and the terms of the written Sub-processor contract;

“Supervisory Authority” means an independent public authority which is established by an EU Member State, pursuant to the GDPR, and/or the Information Commissioner of the UK, and/or the Swiss Federal Data Protection and Information Commissioner, as applicable;

“Technical and organizational security measures” means those measures aimed at protecting Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing;

“UK Extension to the DPF” means the extension to the DPF which the United States Department of Commerce administers in relation to transfers of Personal Data from the United Kingdom, as in force from time to time;

“UK GDPR” means the GDPR as retained in UK Law after UK’s withdrawal from the EU, and as amended and in force from time to time.

2. PROCESSING OF PERSONAL DATA

2.1 Roles of the Parties. The parties acknowledge and agree that for the purposes of this DPA Customer is the Data Controller and Supplier is the Data Processor, and that Supplier is entitled to engage Sub-processors pursuant to the requirements set forth in Clause 5 of this DPA. Customer may permit the use of the Services to Authorized Users, including Authorized Affiliate(s) pursuant to the conditions set out in Clause 11 and 12 of this DPA, and pursuant to the Agreement.

2.2 Customer’s Processing of Personal Data. a. Customer shall, in its use of the Services, Process Personal Data in accordance with Data Protection Laws and Regulations. Customer’s instructions to Epignosis for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. For the avoidance of doubt, Customer, after its assessment of the requirements of Data Protection Laws and Regulations, considers that this DPA is compliant with Data Protection Laws and Regulations, especially local laws applicable on Customer. In addition, Customer shall have sole responsibility for the accuracy, reliability, quality, and legality of Personal Data, and the means by which Customer acquired Personal Data, including providing any required notices to, and obtaining any necessary consent from, its employees, agents, Authorized Affiliates, Authorized Users, or any third parties, to whom it extends the benefits of the Services or whose Personal Data are Processed in Customer’s use of the Services. **b.** To the extent permitted by applicable Data Protection Laws and Regulations, Customer shall have the right, upon reasonable notice, to take steps reasonably necessary to stop and remediate any unauthorized use of Personal Data by Epignosis.

2.3 Epignosis’s Processing of Personal Data. a. Epignosis shall keep Personal Data confidential and shall only Process Personal Data on behalf of and in accordance with Customer’s documented instructions for the following purposes: (i) Processing in accordance with the Agreement and this DPA, including with respect to the “business purpose,” as such term of defined by CCPA, for this Agreement (ii) Processing initiated by Authorized Affiliate(s), and/or Authorized User(s) in their use of the Services in accordance with the Agreement and this DPA; and (iii) Processing to comply with other documented, reasonable instructions provided by Customer (for example, via email) where such instructions are consistent with the terms of the Agreement. **b.** Customer takes full responsibility to keep the amount of Personal Data provided to Epignosis to the minimum necessary for the performance of the Services. **c.** Epignosis shall not be required to comply with or observe Customer’s instructions, if such instructions would violate the Data Protection Laws and Regulations. Epignosis shall immediately inform Customer if, in its opinion, an instruction infringes the Data Protection Laws and Regulations. **d.** Epignosis shall process Personal Data, if required to do so by applicable law to which Epignosis is subject. In such a case, Epignosis shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. Epignosis shall promptly notify Customer of any legally binding request for disclosure of Personal Data by a law enforcement authority, or other legal process, unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation. **e.** Epignosis shall not sell or share, as those terms are defined by the CCPA, any Personal Data provided by Customer to Epignosis, and shall not combine the Personal Data of any California residents that it receives from, or on behalf of, Customer with Personal Data that it receives from, or on behalf of, another person or persons, or collects from its own interaction with those California residents, except as permitted by the CCPA.

Scope of the Processing. The subject-matter of Processing of Personal Data by Epignosis 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 Processed and categories of Data Subjects involved under this DPA are further specified in Attachment 1 to this DPA.

3. RIGHTS OF DATA SUBJECTS

3.1 Deletion of Personal Data. For the Services, the Customer shall have the ability to request the deletion, amendment, or correction of Personal Data at any time. Following such request by Customer, Epignosis shall delete such data from its systems immediately, unless mandatory statutory law requires storage of Personal Data.

3.2 Complaints or Notices related to Personal Data. In the event Epignosis receives any official complaint, notice, or communication that relates to Processing of Personal Data for or on behalf of the Customer or either party's compliance with Data Protection Laws and Regulations, to the extent legally permitted, Epignosis shall promptly notify Customer and, to the extent applicable, Epignosis shall provide Customer with commercially reasonable cooperation and assistance in relation to any such complaint, notice, or communication. Customer shall be responsible for any reasonable costs arising from Epignosis's provision of such assistance.

3.3 Data Subject Requests. To the extent legally permitted, Epignosis shall promptly notify Customer, if Epignosis receives a request from a Data Subject to exercise the Data Subject's rights to consent, and to withdraw the consent, 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 ("Data Subject Request"), and for the avoidance of doubt, similar requests to exercise any of the Data Subject rights provided by the CCPA. Factoring into account the nature of the Processing, Epignosis shall assist Customer by appropriate organizational and technical measures, insofar as this is possible, for the fulfilment 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, Epignosis shall, upon Customer's request, provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent that Epignosis 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 Epignosis's provision of such assistance.

4. EPIGNOSIS'S PERSONNEL

4.1 Confidentiality. Epignosis 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. Epignosis shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

4.2 Reliability. Epignosis shall take commercially reasonable steps to ensure the reliability of its personnel engaged in the Processing of Personal Data.

4.3 Limitation of Access. Epignosis shall ensure that its access to Personal Data is limited to those personnel assisting in the provision of the Services in accordance with the Agreement, and that access is limited to those personnel that is necessary for the provision of the Services.

4.4 Data Protection Officer. Epignosis shall appoint, a Data Protection Officer, if and whereby such appointment is required by the GDPR, the UK GDPR and the FDPA, as applicable. Epignosis's personnel responsible for privacy issues may be reached at privacy@efrontlearning.com.

5. SUB-PROCESSORS

5.1 Appointment of Sub-processors. Customer acknowledges and agrees that

- (i) Supplier is entitled to retain its Affiliates as Sub-processors. Currently Supplier engages following Affiliates as Sub-processors: a. Epignosis UK Ltd, a UK based company, having its office 1 Fore Street Avenue, London, United Kingdom, EC2Y 9DT (in case it is not the "Supplier") or Epignosis LLC, a US based company, having its registered office at 315 Montgomery Street (9th Floor) san Francisco, California CA, 94104, tel.: (+1) 646 797 2799 (in case it is not the "Supplier"), as applicable, b. the Greek Branch of Epignosis UK Ltd, established in Athens, Lykourgou 1, 10551, (+30) 211 800 6449. Customer instructs or authorizes hereby the use of these Affiliates as Sub-processors. Supplier shall inform the Customer of any intended changes to Epignosis.

- (ii) Supplier may engage any third parties from time to time to process Personal Data in connection with the provision of Services. Supplier shall inform the Customer of any intention to engage any such third parties.

5.2 List of Sub-processors. Current Sub-processors, are listed in Attachment 3 to this DPA, and Customer instructs or authorizes hereby the use of such Sub-processors to assist the Supplier with the performance of Supplier's obligations under the Agreement. Supplier shall inform the Customer of any intended changes to such List by email.

5.3 Objection Right for New Sub-processors. Customer, in order to exercise its right to object to Supplier's use of a new Sub-processor, whether Affiliate or not, shall notify Supplier promptly in writing within ten (10) business days after receipt of Supplier's notice about its intention to use a new Sub-processor. Personal Data shall by no means be processed by the Sub-processor against which the Customer has explicitly objected. If Supplier and Customer cannot find a mutually agreeable resolution to address the Customer's objection within a reasonable time period, which shall not exceed thirty (30) days, the Customer may terminate the Services. The Supplier shall refund Customer any prepaid fees covering the remainder of the Service following the effective date of termination with respect to such terminated Service.

5.4 Supplier shall only engage and disclose Personal Data to Sub-processors that are parties to written agreements with each Sub-processor containing data protection obligations no less protective than the obligations of this DPA, and comply with any requirements for such processing in the Data Protection Laws and Regulations. Supplier agrees and warrants, upon request of the Customer, to send promptly a copy of any Sub-processor contract to the Customer, and to make available to the Data Subject upon request a copy of the DPA, or any existing Sub-processing contract, unless the DPA or contract contain commercial information, in which case it may remove such commercial information with the exception of Attachment 2, which shall be replaced by a summary description of the security measures, in those cases where the Data Subject is unable to obtain a copy from the Customer.

5.5 Liability. The Supplier shall be liable for the acts and omissions of its Sub-processors to the same extent Supplier would be liable, if performing the services of each Sub-processor directly under the terms of this DPA.

6. SECURITY MEASURES, NOTIFICATIONS REGARDING PERSONAL DATA, CERTIFICATIONS AND AUDITS, RECORDS

6.1 Security Measures. Taking into account the state of art, the costs of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Epignosis shall implement appropriate organizational and technical measures to ensure a level of security, appropriate to the risk (including protection from accidental or unlawful destruction, loss alteration, unauthorized disclosure of, or access to Personal Data Processed under this DPA), as set forth in Attachment 2 to this DPA. Epignosis shall regularly monitor compliance with these measures. Epignosis shall not materially decrease the overall security of the Services during Customer's subscription term. Attachment 2 may be amended from time to time, upon parties' written agreement, to meet higher standards of safety and privacy. In such case Attachment 2 shall be replaced.

Customer agrees that after its assessment of the requirements of the Data Protection Laws and Regulations, Customer considers that the security measures set out in Attachment 2 are appropriate to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and against all other unlawful forms of Processing, and that these measures ensure a level of security appropriate to the risks presented by the Processing and the nature of Personal Data to be protected having regard to the state of the art and the cost of their implementation.

6.2 Notifications Regarding Personal Data Breach. Epignosis has in place reasonable and appropriate security incident management policies and procedures and shall notify Customer without undue delay after becoming aware of the unlawful or accidental destruction, alteration or damage or loss, unauthorized disclosure of, or access to Personal Data, transmitted, stored or otherwise Processed by Epignosis of which Epignosis becomes aware (hereinafter, a "Personal Data Breach"), as required under the Data Protection Laws and Regulations. Epignosis shall make reasonable efforts to identify the cause of such Personal Data Breach and take those steps as it deems necessary and reasonable in order to remediate the cause of such a Personal Data Breach, to the extent that the remediation is within Epignosis's reasonable control.

6.3 Certifications and Audits. Epignosis shall make available to the Customer all information necessary to demonstrate compliance with the obligations of Epignosis under this DPA, and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer. The auditor mandated by Customer (“third party auditor”) must be independent, not a competitor of Epignosis, and composed of members in possession of the required professional qualifications bound by a duty of confidentiality. The parties agree that the audits shall be carried out in accordance with the following specifications: Customer may contact Epignosis to request an on-site audit of the procedures relevant to the protection of Personal Data. To the extent legally permitted, Customer shall reimburse Epignosis for any time expended for any such audit at Epignosis’ then-current professional services rates, which shall be made available to Customer upon request and shall not exceed USD 150 per hour, except when a breach or failure by Epignosis has been found, in which case Customer can obtain from Supplier the reimbursement of its reasonable direct costs. Before the commencement of any such on-site audit, Customer shall inform Supplier about the scope of the audit, and Customer and Epignosis shall mutually agree upon the timing, and duration of the audit in addition to the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by Epignosis. Customer shall promptly notify Epignosis and provide information about any actual or suspected non-compliance discovered during an audit.

Epignosis shall also allow and provide third-party certifications and audit results upon Customer’s written request at reasonable intervals, subject to the confidentiality obligations set forth in the Agreement. Epignosis shall make available to Customer a copy of Epignosis’s most recent third-party certifications or audit results, as applicable.

6.4 Records. Where required by the Data Protection Laws and Regulations, or as reasonably requested by Customer, Epignosis shall maintain a record, in electronic form, of all categories of processing activities carried out on behalf of the Customer.

7. RETURN OF PERSONAL DATA, COMMUNICATION

7.1 Return of Personal Data. Epignosis shall, at the choice of the Customer, return Personal Data, to Customer in a standard and machine-readable format or delete existing copies after the end of the provision of the Services and certify to the Customer that it has done so in accordance with the procedures specified in Attachment 2 to this DPA, unless mandatory laws require storage of Personal Data. In that case Epignosis warrants that it shall guarantee the confidentiality of Personal Data and shall not Process Personal Data otherwise than exclusively for the purpose of such retention, and that, in that case, Epignosis’s obligations under this DPA, as applicable, survive expiration or termination of the Agreement and completion of the Services for the full duration of such retention.

7.2 Communications. The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with Epignosis under this DPA and shall be entitled to transmit and receive any communication in relation to this DPA.

8. COOPERATION WITH SUPERVISORY AUTHORITY

Where applicable, Epignosis shall, upon request, cooperate with the Supervisory Authority in the performance of its tasks, as foreseen in the GDPR, the UK GDPR, and the FDPA, as applicable.

9. DATA PROTECTION IMPACT ASSESSMENT

Where applicable, upon Customer’s request, Epignosis shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer’s obligation under the GDPR, the UK GDPR and the FDPA 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 Epignosis. Epignosis shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to this DPA, to the extent required under the GDPR, the UK GDPR, and the FDPA.

10. DATA TRANSFERS

Transfers of Personal Data under this DPA from the European Union, the European Economic Area, including Switzerland and/or their member states, and the United Kingdom to countries outside of the European Economic Area, including Switzerland and the United Kingdom are made only in accordance with the following:

- i. the transfer is to a jurisdiction for which an appropriate (EU or UK) Adequacy Decision has been issued and subject to the terms of that Adequacy Decision;

- ii. in the absence of an Adequacy Decision, the transfer is subject to the appropriate form of the Standard Contractual Clauses;
- iii. in case the DPF or the UK Extension to the DPF cease to be in force or apply on Supplier, Attachments 4 and 5 of this DPA shall automatically apply.

11. AUTHORIZED AFFILIATE(S)

11.1 Contractual Relationship. The parties acknowledge and agree that, by executing the DPA, the Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliate(s), thereby establishing a separate DPA between Epignosis and each such Authorized Affiliate subject to the provisions of the Agreement and the present Clause. 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 only a party to the DPA. All access to and use of the Services by Authorized Affiliate(s) 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.

11.2 Communication. The Customer that is contracting party to the Agreement shall remain responsible for coordinating all communication with Epignosis under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliate(s). Customer informs Epignosis of the Authorized Affiliate(s) to which Customer intends to permit the use of the Services, thereby giving Epignosis the opportunity to object, in case the requirements set out in the Definition of an Authorized Affiliate under this DPA are not met.

11.3 Rights of Authorized Affiliates. Where an Authorized Affiliate becomes a party to this DPA, 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:

- i. Except where applicable Data Protection Laws and Regulations require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against Epignosis directly by itself, the parties agree that (a) 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 (b) 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 all of its Authorized Affiliates together (as set forth, for example, in Clause 11.3.ii below).
- ii. The parties agree that the Customer that is the contracting party to the Agreement shall, when carrying out an on-site audit on the procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on Epignosis by combining, to the extent reasonably possible, several audit requests carried out on behalf of different Authorized Affiliates in one single audit.

12. LIABILITY

For the avoidance of doubt, Epignosis's total liability for all claims from the Customer and all of its Authorized Affiliate(s) arising out of or related to the Agreement and each DPA shall apply in the aggregate for all claims under both the Agreement and all DPAs established under this Agreement, including by Customer and all Authorized Affiliate(s), 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.

13. LEGAL EFFECT; TERMINATION; VARIATION

This DPA shall only become legally binding between Customer and Epignosis when fully executed following the formalities steps set out in the Section "How to Execute this DPA" and will terminate when the Agreement terminates, without further action required by either party.

The parties undertake not to vary or modify the DPA. This does not preclude the parties from adding clauses on business related issues, where required as long as they do not contradict the DPA.

14. CONFLICT

This DPA is incorporated into and forms part of the Agreement. For matters not addressed under this DPA, the terms of the Agreement apply. With respect to the rights and obligation of the parties vis-à-vis each other, in the event of a conflict between the terms of the Agreement and this DPA, the terms of this DPA will control.

IN WITNESS WHEREOF, the parties have caused this Data Processing Addendum to be duly executed. Each party warrants and represents that its respective signatories, whose signatures appear below, are on the date of signature duly authorized.

CUSTOMER

Authorized Signature

Name

Title

Date

EPIGNOSIS LLC (as applicable)

_____ *Steve Kaminsky*

Authorized Signature

Steve Kaminsky

Name

Manager

Title

January 20, 2025

Date

EPIGNOSIS UK LtD (as applicable)

Authorized Signature:

Name: Chris Mathiopoulos

Title: Director

Date: January 20, 2025

Christos Mathiopoulos

Attachment 1

Details of the Processing

This attachment includes certain details of the Processing of Personal Data.

Nature and Purpose of Processing

Epignosis will Process Personal Data as necessary to perform the Services pursuant to the Agreement, and as further instructed by Customer in its use of the Services.

Duration of Processing

Subject to Clause 7 of this DPA, Epignosis will Process Personal Data for the duration of the Agreement.

Categories of Data Subjects

Personal Data processed relates to the following categories of Data Subjects: Customer, Authorized Affiliates, Authorized Users (which may be, among others, employees, contractors or business partners of the Customer), other individuals, whose Personal Data have been stored in the Services by the Customer or the Authorized Affiliates/Authorized Users.

Type of Personal Data

- First name
- Last name
- Email address
- Phone number
- Time zone
- Address
- Company/branch name
- Company position
- Contract data
- Connection data
- Grades and evaluation reports
- Text, audio, video or image files
- Any Personal Data included in the content of the files uploaded by the Customer or the Authorized Affiliates/Authorized Users in the Services

Customer

Name:

Authorized Signature.....

Epignosis LLC (as applicable)

Name: Steve Kaminsky

Authorized Signature..... *Steve Kaminsky*

Epignosis UK Ltd (as applicable)

Name: Chris Mathiopoulos

Authorized Signature..... *Christos Mathiopoulos*

Attachment 2

Description of the technical and organisational security measures implemented by Epignosis as part of the DPA:

1. **Data Protection Executives; Notices.** Each of the parties will designate and notify the other party of its respective Security Officer(s) responsible for the obligations set forth on this Attachment 2.

Any notices under this Attachment should be communicated as follows:

- a. communications regarding the day-to-day obligations under this Attachment should be communicated in writing via email or other written notice to each of the Security Officer(s) (or their designees), and
- b. communications regarding any proposed changes to the terms of this Attachment should be directed as required under the notice provisions of the Agreement with copies provided to the Security Officer(s) (or their designees). No such changes will modify this Attachment or the Agreement unless agreed by the parties pursuant to the appropriate change management procedure under the Agreement.

2. **General Security Practices**

Epignosis has implemented and shall maintain appropriate technical and organisational measures to protect Personal Data against accidental loss, destruction or alteration, unauthorized disclosure or access, or unlawful destruction, including the policies, and procedures and internal controls set forth in this Attachment 2 for its personnel, equipment, and facilities at the Epignosis locations providing the Services.

3. **Technical and Organizational Security Measures**

3.1. **Organization of Information Security**

- a. **Security Ownership.** Epignosis has appointed one or more security officers responsible for coordinating and monitoring the security rules and procedures.
- b. **Security Roles and Responsibilities.** Epignosis personnel with access to Personal Data are subject to confidentiality obligations.
- c. **Risk Management.** Epignosis performs risk assessment, including regular vulnerability scans and penetration tests.

3.2. **Human Resources Security**

- a. **General.** Epignosis informs its personnel about relevant security procedures and their respective roles. Epignosis also informs its personnel of possible consequences of breaching its security policies and procedures. Employees who violate Epignosis security policies may be subject to disciplinary action, up to and including termination of employment. A violation of this policy by a temporary worker, contractor or vendor may result in the termination of his or her contract or assignment with Epignosis.
- b. **Personal Data Visibility.** Epignosis personnel with access to Personal Data are limited to adequately trained Epignosis core team members, also adopting segregation of roles and responsibilities, data minimisation and minimum access rights to perform role principles. Epignosis employs best practices in ensuring that security threats, including malicious insider, are mitigated.

3.3. **Personnel Access Controls**

- a. **Access Policy.** An access control policy is established, documented, and reviewed based on business and information security requirements.
- b. **Access Recordkeeping.** Epignosis maintains a record of security privileges of its personnel that have access to Personal Data.
- c. **Access Authorization.**

- i. Epignosis has user account creation and deletion procedures, with appropriate approvals, for granting and revoking access to systems accessing or processing Personal Data at regular intervals based on the principle of “least privilege” and need-to-know criteria based on job role.
 - ii. Epignosis maintains and updates a record of personnel authorized to access systems that contain Personal Data.
 - iii. For systems that process Personal Data, Epignosis revalidates access of users.
 - iv. Epignosis identifies those personnel who may grant, alter or cancel authorized access to data, systems and networks and limits them to trusted senior personnel.
 - v. Epignosis ensures that, each personnel having access to its systems have a single unique identifier/log-in.
 - vi. Epignosis maintains strict policies against any shared “generic” user identification access.
- d. **Least Privilege.** Epignosis limits access to Personal Data to those Epignosis personnel performing the Services and, to the extent technical support is needed, its personnel performing such technical support.

f. Integrity and Confidentiality

- i. Epignosis instructs its personnel to automatically lock screens and/or disable administrative sessions when leaving premises that are controlled by Epignosis or when computers are otherwise left unattended.
- ii. Epignosis stores passwords in a secured and restricted way that makes them unintelligible while they are in force.

g. Authentication

- i. Epignosis uses industry standard practices to identify and authenticate users who attempt to access information systems.
- ii. Where authentication mechanisms are based on passwords, Epignosis requires the password to be at least eight characters long and conform to very strong password control parameters including length, character complexity, and non-repeatability.
- iii. Epignosis ensures that de-activated or expired identifiers are not granted to other individuals.
- iv. Epignosis maintains industry standard procedures to deactivate passwords that have been corrupted or inadvertently disclosed.
- vi. Epignosis limits access to file stores and/or systems in which passwords are stored.

3.4. Cryptography

a. Cryptographic controls policy

- i. Epignosis has a policy on the use of cryptographic controls based on assessed risks.
- ii. Epignosis assesses and manages the used cryptographic algorithms, hashing algorithms, etc. and deprecates and disallows usage of weak cypher suites, and mathematically insufficient block lengths and bit lengths.
- iii. Epignosis cryptographic controls/policy addresses appropriate algorithm selections, key management and other core features of cryptographic implementations.

3.5. Operations Security

- a. **Operational Policy.** Epignosis maintains policies describing its security measures and the relevant procedures and responsibilities of its personnel who have access to Personal Data and to its systems and networks.

- b. **Data Recovery.** Epignosis maintains copies of Personal Data from which Personal Data can be recovered. Epignosis has specific procedures in place governing access to these copies of Personal Data.
- c. **Logging and Monitoring.** Epignosis maintains logs of and monitors access to administrator and operator activity and data recovery events.

3.6. Communications Security and Data Transfer

Epignosis uses standard security mechanisms and certificates for communications and data transfers.

3.7. System Acquisition, Development and Maintenance

- a. **Security Requirements.** Epignosis has adopted security requirements for the purchase or development of information systems.
- b. **Development Requirements.** Epignosis has policies for secure development, system engineering and support. Epignosis conducts appropriate tests for system security as part of acceptance testing processes.

3.8. Information Security Incident Management

- a. **Response Process.** Epignosis maintains a record of information security breaches with a description of the breach, the consequences of the breach, the name of the reporter and to whom the breach was reported, and the procedure for recovering data.
- b. **Reporting.** Epignosis will report within 48 hours to a Customer-designated response center any security incident that has resulted in a loss, misuse or unauthorized acquisition of any Personal Data.

3.9. Information Security Aspects of Business Continuity Management

- a. **Planning.** Epignosis utilizes facilities in which Personal Data are located providing adequate emergency and contingency plans and guarantees.
- b. **Data Recovery.** Epignosis' procedures for recovering data are designed to attempt to reconstruct Personal Data in its original state from before the time it was lost or destroyed. The security measures described in this Attachment 2 are in addition to any confidentiality obligations contained in any other agreement related to the Services between Epignosis and Customer with respect to Personal Data. In the event a conflict between the terms of such other agreement and this Attachment 2, the terms of this Attachment 2 shall control.

4. Review and Audits Epignosis undergoes regular audits by third parties to ensure its operations meet quality and security standards under ISO 9001 and ISO 27001 respectively. Certificates can be provided to customers upon request. eFront has been verified as adhering to the EU Cloud Code of Conduct.

5. Data subjects rights: For data subjects rights see online Privacy Policy of eFront.

For affiliate sub-processors same as above.

For non-affiliate sub-processors, see online terms of the sub-processors.

Customer

Name:

Authorised Signature.....

Epignosis LLC (as applicable)

Name: Steve Kaminsky

Authorized Signature..... *Steve Kaminsky*

Epignosis UK Ltd (as applicable)

Name: Chris Mathiopoulos

Authorized Signature..... *Christos Mathiopoulos*

Attachment 3

The list of Sub-processors approved by the Customer as of the effective date of the DPA is as set forth below.

Sub-processors	Description of Processing	Duration	Location	Contact Information
Epignosis UK Ltd (if not a Supplier) and its Greek branch	Participation in the administration of the Services	Continuous	EU	Address: 1 Fore Street Avenue, London, United Kingdom, EC2Y 9DT / Athens, Lykourgou 1, 10551 Phone: (+30) 211 800 6449 https://www.efrontlearning.com/privacy
Amazon Web Services, Inc.	Cloud hosting [Customer instruction on which datacenter is to be used. (e.g. Amazon- N. Virginia): [.....]]	Continuous	US, EU or any selection by the customer or self-hosted	Address: 1200 12th Avenue South, Suite 1200 Seattle, WA 98144, United States Phone: 1- 206-266-4064 AWS Privacy (amazon.com)
Amazon Web Services, Inc.	Storage (S3) in US-East-1 region if optional Epignosis Media Transcoding service activated	Continuous	US	Address: 1200 12th Avenue South, Suite 1200 Seattle, WA 98144, United States Phone: 1- 206-266-4064 AWS Privacy (amazon.com)
Microsoft	Microsoft Teams videoconferencing	As invoked by Customer	Customers' Microsoft account location	Address: South County Business Park, One Microsoft Place, Carmanhall and Leopardstown, Dublin, D18 P521, Ireland Phone: +353 1 295 3826 Microsoft Teams Privacy - Microsoft Teams Microsoft Docs
Zoom.us	Videoconferencing	As invoked by Customer	Customers' Zoom account location	Address: 55 Almaden Boulevard, 6th Floor, San Jose, CA 95113, United States Phone: 1-888-799-9666 ZOOM PRIVACY STATEMENT - Zoom
Zendesk	Support	As invoked by Customer	US	Address: 989 Market St, San Francisco, CA 94103, United States Phone: +1 415-418-7506 Privacy Policy Zendesk
Birdie	Screen-sharing Platform for Support	As invoked by Customer	EU	Address: Birdie by ECLAA, 7 Rue Dabilly, 37000 Tours, France. Birdie Privacy-notice
Amazon Web Services, Inc. (AWS Bedrock)	AI Application Generation	As invoked by Customer	US	Address: 1200 12th Avenue South, Suite 1200 Seattle, WA 98144, United States Phone: 1- 206-266-4064 AWS Privacy (amazon.com)

Stability.ai	AI Image Generation	As invoked by Customer	US	Address: Fora - United House, 9 Pembridge Rd., London, W11 3JY, UK Email: legal@stability.ai Privacy Policy stability.ai
OpenAI	AI Text Generation	As invoked by Customer	US	Address: 548 Market Street PMB 97273 San Francisco, California 94104-5401 United States Privacy Policy OpenAI
One of: Sparkpost or Amazon Web Services, Inc	Email gateway	Repeated, as invoked by Customer	US/EU/AU	Address: 301 Howard Street, Suite 1330, San Francisco, CA 94105, United States Phone: 1- 415-578-5222 Privacy Policy - SparkPost Amazon Web Services, Inc* Address: 1200 12th Avenue South, Suite 1200 Seattle, WA 98144, United States Phone: 1- 206-266-4064 AWS Privacy (amazon.com)

Customer

Name:

Authorised Signature.....

Epignosis LLC (as applicable)

Name: Steve Kaminsky

Authorized Signature.....



Epignosis UK Ltd (as applicable)

Name: Chris Mathiopoulos

Authorized Signature.....



Attachment 4

STANDARD CONTRACTUAL CLAUSES
(based on COMMISSION IMPLEMENTING DECISION (EU) 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)

1. Name of the data exporting organisation:

Address:

Tel.: _____ **e-mail:** _____

2.

(the data exporter(s))

And

Name of the data importing organisation: Epignosis LLC

Address: 315 Montgomery Street (9th Floor) San Francisco, California CA, 94104

Tel.: (+1) 646 797 2799; **e-mail:** dpa@epignosishq.com

(the data importer)

each a “party”; together “the parties”,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Annex I.

SECTION I

Clause 1

Purpose and scope

(a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of 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 (General Data Protection Regulation)¹ for the transfer of personal data to a third country.

(b) The Parties:

(i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter ‘entity/ies’) transferring the personal data, as listed in Annex I.A (hereinafter each ‘data exporter’), and

(ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each ‘data importer’)

have agreed to these standard contractual clauses (hereinafter: ‘Clauses’).

(c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.

(d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

(a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

(b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

¹ Where the data exporter is a processor subject to Regulation (EU) 2016/679 acting on behalf of a Union institution or body as controller, reliance on these Clauses when engaging another processor (sub-processing) not subject to Regulation (EU) 2016/679 also ensures compliance with Article 29(4) of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39), to the extent these Clauses and the data protection obligations as set out in the contract or other legal act between the controller and the processor pursuant to Article 29(3) of Regulation (EU) 2018/1725 are aligned. This will in particular be the case where the controller and processor rely on the standard contractual clauses included in Decision 2021/915.

- (a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
- (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
 - (ii) Clause 8 – Module Two: Clause 8.1(b), 8.9(a), (c), (d) and (e);
 - (iii) Clause 9 – Module Two: Clause 9(a), (c), (d) and (e);
 - (iv) Clause 12 –Module Two: Clause 12(a), (d) and (f);
 - (v) Clause 13;
 - (vi) Clause 15.1(c), (d) and (e);
 - (vii) Clause 16(e);
 - (viii) Clause 18 – Module Two: Clause 18(a) and (b);.
- (b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

- (a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7 – Optional

Docking clause

- (a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- (b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.
- (c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Instructions

- (a) The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.
- (b) The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

8.2 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B, unless on further instructions from the data exporter.

8.3 Transparency

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.4 Accuracy

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

8.5 Duration of processing and erasure or return of data

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

8.6 Security of processing

(a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter 'personal data breach'). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

(b) The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

(c) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

(d) The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

8.7 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter 'sensitive data'), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union² (in the same country as the data importer or in another third country, hereinafter 'onward transfer') if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

- (i) the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;
- (iii) the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or

² The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purpose of these Clauses.

(iv) the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.9 Documentation and compliance

(a) The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.

(b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.

(c) The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.

(d) The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.

(e) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

Clause 9

Use of sub-processors

(a) GENERAL WRITTEN AUTHORISATION The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least 10 (ten) business days in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.

(b) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects.³ The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.

(c) The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.

(d) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.

(e) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby – in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent – the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

Clause 10

Data subject rights

(a) The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.

(b) The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.

(c) In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

Clause 11

Redress

(a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

(b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each

³ This requirement may be satisfied by the sub-processor acceding to these Clauses under the appropriate Module, in accordance with Clause 7.

other informed about such disputes and, where appropriate, cooperate in resolving them.

(c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:

(i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;

(ii) refer the dispute to the competent courts within the meaning of Clause 18.

(d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.

(e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.

(f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12

Liability

(a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.

(b) The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.

(c) Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.

(d) The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.

(e) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.

(f) The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.

(g) The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

Clause 13

Supervision

(a) [Where the data exporter is established in an EU Member State:] The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

[Where the data exporter 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, as indicated in Annex I.C, shall act as competent supervisory authority.

[Where the data exporter 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:] The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.

(b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

Local laws and practices affecting compliance with the Clauses

(a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the

essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

(b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:

(i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;

(ii) the laws and practices of the third country of destination— including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards⁴;

(iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.

(c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

(d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.

(e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

(f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply. **Clause**

15

Obligations of the data importer in case of access by public authorities

15.1 Notification

(a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:

(i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or

(ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.

(b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.

(c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data

⁴ As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level, provided that this information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant, objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight, in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or otherwise accessible, reliable information on the existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies.

exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).

(d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.

(e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

(a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer 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. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

(b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.

(c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

(a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.

(b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).

(c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:

(i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;

(ii) the data importer is in substantial or persistent breach of these Clauses; or

(iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

(d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

(e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17

Governing law

These Clauses shall be governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of _____Greece_____.

Clause 18

Choice of forum and jurisdiction

- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (b) The Parties agree that those shall be the courts of the data exporter.
- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- (d) The Parties agree to submit themselves to the jurisdiction of such courts.

On behalf of the data exporter(s)

Name (written out in full):

Title:

Date:

Authorized Signature:

On behalf of the data importer:

Name (written out in full): Steve Kaminsky

Title: Manager

Date: January 20, 2025

Authorized Signature:

Steve Kaminsky

APPENDIX**EXPLANATORY NOTE:**

It must be possible to clearly distinguish the information applicable to each transfer or category of transfers and, in this regard, to determine the respective role(s) of the Parties as data exporter(s) and/or data importer(s). This does not necessarily require completing and signing separate appendices for each transfer/category of transfers and/or contractual relationship, where this transparency can be achieved through one appendix. However, where necessary to ensure sufficient clarity, separate appendices should be used.

ANNEX I

A. 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]

1. CUSTOMER

Name: ...
Address: ...
Contact person's name, position and contact details: ...
Activities relevant to the data transferred under these Clauses: ...
Signature and date: ...
Role (controller/processor): CONTROLLER
2.
...

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

1. SUPPLIER

Name: Epignosis LLC
Address: 315 Montgomery Street (9th Floor) San Francisco, California CA, 94104
Contact person's name, position and contact details: Steve Kaminsky, Manager, dpa@epignosishq.com
Activities relevant to the data transferred under these Clauses: Provision of the Services under the SaaS Agreement between Customer and Supplier.

Signature:



Date: January 20, 2025
Role (controller/processor): PROCESSOR

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Personal Data processed relates to the following categories of Data Subjects: Customer, Authorized Affiliates, Authorized Users (which may be, among others, employees, contractors or business partners of the Customer), other individuals, whose Personal Data have been stored in the Services by the Customer or the Authorized Affiliates/Clients/Users.

Categories of personal data transferred

- First name
- Last name
- Email address
- Phone number
- Time zone
- Address
- Company/branch name
- Company position
- Contract data
- Connection data
- Grades and evaluation reports
- Text, audio, video or image files
- Any Personal Data included in the content of the files uploaded by the Customer or the Authorized Users in the Services

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 on onward transfers or additional security measures.

N/A – For the avoidance of doubt, it is clarified that Customer is not allowed to upload sensitive data to the Services.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Continuous.

Nature of the processing

Collection, storage, modification, transmission of personal data, only in automated (not manual) form.

Purpose(s) of the data transfer and further processing

Provision of the Services under the SaaS Agreement between Customer and Supplier, and as further instructed by the Customer in its use of the Services.

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

For the duration of the SaaS Agreement

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

See Attachment 3 of the DPA.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

[...]

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA
EXPLANATORY NOTE:

The technical and organisational measures must be described in specific (and not generic) terms. See also the general comment on the first page of the Appendix, in particular on the need to clearly indicate which measures apply to each transfer/set of transfers.

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

**Same as Attachment 2
of the DPA**

ANNEX III

LIST OF SUB-PROCESSORS

The controller has authorised the use of the following sub-processors:

Same as Attachment 3 of the DPA.

**ANNEX IV
SUPPLEMENTARY MEASURES
TO ENSURE COMPLIANCE WITH THE EU LEVEL OF PROTECTION OF PERSONAL DATA**

1. In the event the data importer receives a legally binding request for Personal Data from a government authority, or a Court authority, including an authority in the US, the data importer shall:
 - a) promptly notify Customer, unless prohibited under applicable law; and
 - b) to the extent the data importer is prohibited by applicable law from providing such notice:
 - a. review each request on a case-by-case basis; and
 - b. use best efforts to request that the confidentiality requirement be waived to enable the data importer to notify Customer; and
 - c. maintain evidence of any such attempt to have a confidentiality requirement waived.
2. Transfers of Personal Data by the data importer to a government or Court authority, should, to the extent possible, avoid being massive, disproportionate or indiscriminate in a manner that would go beyond what is required by applicable law.
3. The data importer shall regularly review its internal policies to assess the suitability of the implemented supplementary measures and identify and implement additional or alternative solutions, if necessary, to ensure that an essentially equivalent level of protection to that guaranteed within the EEA of the personal data transferred is maintained.

Attachment 5

International Data Transfer Addendum to the EU Commission

Standard Contractual Clauses

This Addendum has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

Part 1: Tables

Table 1: Parties

Start Date	This Addendum is effective as of the date of the DPA stated above.	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' Details	Full legal name: Trading name (if different): registered address: Official registration number (if any) (company number or similar identifier):	Company name: Epignosis LLC Address: 315 Montgomery Street (9 th Floor) San Francisco, California CA, 94104 Official registration number (if any) (company number or similar identifier): 5131716
Key Contact	Contact details including email:	Contact details including email: Tel.: (+1) 646 797 2799; e-mail: dpa@epignosisiq.com
Signature		<i>Steve Kaminsky</i>

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs	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:
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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	x	x		x	x	
3						
4						

Table 3: Appendix Information

“**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: As identified in Attachment 4 of the DPA (EU SCCs).
Annex 1B: Description of Transfer: Set forth in Annex 1B Attachment 4 of the DPA (EU SCCs).
Annex II: Technical and organizational measures including technical and organizational measures to ensure the security of the data: Set forth in Annex II Attachment 4 of the DPA (EU SCCs).
Annex III: List of Sub processors (Modules 2 and 3 only): Set forth in Annex III Attachment 4 of the DPA (EU SCCs)

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 0: <input type="checkbox"/> Importer <input checked="" type="checkbox"/> Exporter <input type="checkbox"/> neither Party
---	---

Part 2: Mandatory Clauses

Entering into this Addendum

Each Party agrees to be bound by the terms and conditions set out in this Addendum, in exchange for the other Party also agreeing to be bound by this Addendum.

Although Annex 1A and Clause 7 of the Approved EU SCCs require signature by the Parties, for the purpose of making Restricted Transfers, the Parties may enter into this Addendum in any way that makes them legally binding on the Parties and allows data subjects to enforce their rights as set out in this Addendum. Entering into this Addendum will have the same effect as signing the Approved EU SCCs and any part of the Approved EU SCCs.

Interpretation of this Addendum

Where this Addendum uses terms that are defined in the Approved EU SCCs those terms shall have the same meaning as in the Approved EU SCCs. In addition, the following terms have the following meanings:

Addendum		This International Data Transfer Addendum which is made up of this Addendum incorporating the Addendum EU SCCs.
Addendum SCCs	EU	The version(s) of the Approved EU SCCs which this Addendum is appended to, as set out in Table 2, including the Appendix Information.
Appendix Information		As set out in Table 3.
Appropriate Safeguards		The standard of protection over the personal data and of data subjects' rights, which is required by UK Data Protection Laws when you are making a Restricted Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
Approved Addendum		The template Addendum issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 28 January 2022, as it is revised under Section 18.
Approved EU SCCs		The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
ICO		The Information Commissioner.
Restricted Transfer		A transfer which is covered by Chapter V of the UK GDPR.
UK		The United Kingdom of Great Britain and Northern Ireland
UK Data Protection Laws		All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
UK GDPR		As defined in section 3 of the Data Protection Act 2018.

4. This Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.

5. If the provisions included in the Addendum EU SCCs amend the Approved SCCs in any way which is not permitted under the Approved EU SCCs or the Approved Addendum, such amendment(s) will not be incorporated in this Addendum and the equivalent provision of the Approved EU SCCs will take their place.
6. If there is any inconsistency or conflict between UK Data Protection Laws and this Addendum, UK Data Protection Laws applies.
7. If the meaning of this Addendum is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies.
8. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Addendum has been entered into.

Hierarchy

9. Although Clause 5 of the Approved EU SCCs sets out that the Approved EU SCCs prevail over all related agreements between the parties, the parties agree that, for Restricted Transfers, the hierarchy in Section 10 will prevail.
10. Where there is any inconsistency or conflict between the Approved Addendum and the Addendum EU SCCs (as applicable), the Approved Addendum overrides the Addendum EU SCCs, except where (and in so far as) the inconsistent or conflicting terms of the Addendum EU SCCs provides greater protection for data subjects, in which case those terms will override the Approved Addendum.
11. Where this Addendum incorporates Addendum EU SCCs which have been entered into to protect transfers subject to the General Data Protection Regulation (EU) 2016/679 then the Parties acknowledge that nothing in this Addendum impacts those Addendum EU SCCs.

Incorporation of and changes to the EU SCCs

12. This Addendum incorporates the Addendum EU SCCs which are amended to the extent necessary so that:
 - a. together they operate for data transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that data transfer, and they provide Appropriate Safeguards for those data transfers;
 - b. Sections 9 to 11 override Clause 5 (Hierarchy) of the Addendum EU SCCs; and
 - c. this Addendum (including the Addendum EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales, in each case unless the laws and/or courts of Scotland or Northern Ireland have been expressly selected by the Parties.
13. Unless the Parties have agreed alternative amendments which meet the requirements of Section 12, the provisions of Section 15 will apply.
14. No amendments to the Approved EU SCCs other than to meet the requirements of Section 12 may be made.
15. The following amendments to the Addendum EU SCCs (for the purpose of Section 12) are made:
 - a. References to the "Clauses" means this Addendum, incorporating the Addendum EU SCCs;
 - b. In Clause 2, delete the words:

"and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679";

c. Clause 6 (Description of the transfer(s)) is replaced with:

“The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter’s processing when making that transfer.”;

d. Clause 8.7(i) of Module 1 is replaced with:

“it is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer”;

e. Clause 8.8(i) of Modules 2 and 3 is replaced with:

“the onward transfer is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer;”

f. References to “Regulation (EU) 2016/679”, “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 (General Data Protection Regulation)” and “that Regulation” are all replaced by “UK Data Protection Laws”. References to specific Article(s) of “Regulation (EU) 2016/679” are replaced with the equivalent Article or Section of UK Data Protection Laws;

g. References to Regulation (EU) 2018/1725 are removed;

h. References to the “European Union”, “Union”, “EU”, “EU Member State”, “Member State” and “EU or Member State” are all replaced with the “UK”;

i. The reference to “Clause 12(c)(i)” at Clause 10(b)(i) of Module one, is replaced with “Clause 11(c)(i)”;

j. Clause 13(a) and Part C of Annex I are not used;

k. The “competent supervisory authority” and “supervisory authority” are both replaced with the “Information Commissioner”;

l. In Clause 16(e), subsection (i) is replaced with:

“the Secretary of State makes regulations pursuant to Section 17A of the Data Protection Act 2018 that cover the transfer of personal data to which these clauses apply;”;

m. Clause 17 is replaced with:

“These Clauses are governed by the laws of England and Wales.”;

n. Clause 18 is replaced with:

“Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts.”; and

o. The footnotes to the Approved EU SCCs do not form part of the Addendum, except for footnotes 8, 9, 10 and 11.

Amendments to this Addendum

16. The Parties may agree to change Clauses 17 and/or 18 of the Addendum EU SCCs to refer to the laws and/or courts of Scotland or Northern Ireland.

If the Parties wish to change the format of the information included in Part 1: Tables of the Approved Addendum, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.

From time to time, the ICO may issue a revised Approved Addendum which:

- a. makes reasonable and proportionate changes to the Approved Addendum, including correcting errors in the Approved Addendum; and/or
- b. reflects changes to UK Data Protection Laws;

The revised Approved Addendum will specify the start date from which the changes to the Approved Addendum are effective and whether the Parties need to review this Addendum including the Appendix Information. This Addendum is automatically amended as set out in the revised Approved Addendum from the start date specified.

If the ICO issues a revised Approved Addendum under Section 18, if any Party selected in Table 4 “Ending the Addendum when the Approved Addendum changes”, will as a direct result of the changes in the Approved Addendum have a substantial, disproportionate and demonstrable increase in:

its direct costs of performing its obligations under the Addendum; and/or

its risk under the Addendum,

and in either case it has first taken reasonable steps to reduce those costs or risks so that it is not substantial and disproportionate, then that Party may end this Addendum at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised Approved Addendum.

20. The Parties do not need the consent of any third party to make changes to this Addendum, but any changes must be made in accordance with its terms.

Attachment 6

International Data Transfer Addendum to the EU Commission Standard Contractual Clauses

1. In its communication of August 27, 2021, the Swiss Federal Data Protection and Information Commissioner (“FDPIC”) recognized the new SCCs issued by the European Commission in accordance with Regulation (EU) 2016/679 as a legal basis for personal data transfers to a country without an adequate level of data protection, provided that the necessary adaptations and amendments are made for use under Swiss data protection law. Therefore, this Attachment 6 to the Data Processing Addendum incorporates by reference the Standard Contractual Clauses in Attachment 4 and its Annexes I through IV, except that (i) all references to “GDPR” will be replaced by “FDPA”, (ii) “Third Country” will be replaced by “Swiss Third Country”, (iv) any reference to a supervisory authority shall refer to the Swiss Federal Data Protection and Information Commissioner; (v) all references to the EEA shall include Switzerland; (vi) where the Clauses refer to Member States, they shall be read to refer to Switzerland; (vii) with regards to Clauses 17 and 18 of the Clauses, these clauses shall be governed by the law of Switzerland and the Parties agree to the jurisdictions of the courts of Switzerland with regard to any disputes that arise from these Clauses.
2. Entire Agreement; Conflict. Except as supplemented by this Swiss Addendum, the DPA and the Agreement will remain in full force and effect. Where both this Swiss Addendum and the DPA apply to a processing activity, both will apply concurrently. This Swiss Addendum, together with the DPA and the Agreement: (a) is intended by the parties as a final, complete and exclusive expression of the terms of their agreement, and (b) supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof.

On behalf of the data exporter (Customer)

Name:

Title:

Date:

Signature:

On behalf of the data importer (Supplier)

Name: Steve Kaminsky

Title: Manager

Date: January 20, 2025

Signature:

Steve Kaminsky

Signature Certificate

Reference number: JUHED-4DPCG-34QRQ-IVSE6

Signer

Timestamp

Signature

Christos Mathiopoulos

Email: mathiopoulos@epignosishq.com

Sent: 20 Jan 2025 09:50:41 UTC
Viewed: 20 Jan 2025 10:32:05 UTC
Signed: 20 Jan 2025 10:32:33 UTC

Christos Mathiopoulos

Recipient Verification:

✓ Email verified 20 Jan 2025 10:32:05 UTC

IP address: 94.64.84.192
Location: Athens, Greece

Steve Kaminsky

Email: kaminskyllc@gmail.com

Sent: 20 Jan 2025 09:50:41 UTC
Viewed: 20 Jan 2025 11:36:18 UTC
Signed: 20 Jan 2025 11:36:47 UTC

Steve Kaminsky

Recipient Verification:

✓ Email verified 20 Jan 2025 11:36:18 UTC

IP address: 198.54.134.108
Location: San Jose, United States

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