

This Data Protection Addendum ("Addendum") is incorporated into the Subscription Agreement made by and between Vodori, Inc. ("Vodori") and the customer ("Customer") and is effective as of the date of the last signature of the Agreement ("Effective Date"). Except as modified below, the terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall prevail.

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement.

The parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Agreement.

1. Definitions.

- 1.1. "Customer Personal Data" means the information about a Data Subject that is defined as "personal data" or the equivalent term used refer to protected data under Applicable Privacy Law, to the extent such information is provided to Vodori by or on behalf of Customer under the Agreement;
- 1.2. "Affiliate" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with either Customer or Vodori respectively, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;
- 1.3. "Applicable Privacy Laws" or "Data Protection Laws" mean those laws, rules and regulations governing the protection and privacy of Personal Data in the European Union, the European Economic Area and their member states, Switzerland, the United Kingdom, the United States and its states, Canada and its territories, China, Australia, Brazil and any other jurisdiction where Vodori Processes Personal Data on behalf of Customer;
- 1.4. "Restricted Transfer" means a transfer of Personal Data to a country or territory that does not benefit from an adequacy decision from the applicable data protection authority, where such transfer would otherwise be prohibited under Applicable Law without a separate approved transfer mechanism (e.g., standard contractual clauses);
- 1.5. "Standard Contractual Clauses" means the Standard Contractual Clauses as set out in the European Commission's Decision (EU) 2021/914 of 4 June 2021; and
- 1.6. "Subprocessor" means any third party engaged by Vodori to process Personal Data on behalf of Vodori in relation to the Services.

The terms "data subject" "personal data", "controller", "processor", "processing", "personal data breach", "special categories of personal data", and "supervisory authority" shall have the meaning given to them in GDPR, and "process", "processes" and "processed" shall be interpreted accordingly.

2. Scope and Duration of Processing.

- 2.1. This Addendum applies where and only to the extent that Vodori processes Customer Personal Data as a processor or equivalent role under Applicable Privacy Laws on behalf of the Customer in the course of providing Services pursuant to the Agreement.
- 2.2. Notwithstanding expiry or termination of the Agreement, this Addendum and any Standard Contractual Clauses (if applicable) will remain in effect until, and will automatically expire upon, deletion of all Customer Personal Data by Vodori as described in this Addendum.

3. Roles of Parties.

- 3.1. As between Customer and Vodori, Customer is the Controller (or Processor on behalf of a third-party Controller) of Customer Personal Data, and Vodori shall process Customer Personal Data only as a Processor acting on behalf of Customer as described in Annex A (Details of Processing) of this Addendum.

3.2. Customer enters into this Addendum on behalf of itself and its Affiliates that are authorized to use the Services under the Agreement, unless an Affiliate signs a separate Addendum with Vodori. Customer remains responsible for coordinating and enforcing the rights of its Affiliates under this Addendum, including audits, deletion requests, objections to Subprocessors, and Data Subject Requests.

4. Customer Obligations. Customer shall comply with Applicable Privacy Laws with respect to Personal Data. However, Vodori is not responsible for compliance with any Applicable Privacy Laws applicable to Customer or Customer's industry that are not generally applicable to Vodori as a service provider. For clarity and as between the parties, Customer is solely responsible for providing notifications to and obtaining the consent of Data Subjects as applicable to Customer's Processing of Personal Data. Customer warrants that (i) its instructions to Vodori are consistent with Applicable Privacy Laws, and, if Customer acts as a Processor, with the instructions of the Controller, and (ii) it has all rights necessary to provide the Personal Data to Vodori for the Processing to be performed hereunder.

5. Customer Instructions.

5.1. Vodori will process Customer Personal Data only in accordance with Customer's documented lawful instructions. For these purposes, Customer instructs Vodori to process Customer Personal Data for the Purposes, except where otherwise required by applicable law. The parties agree that the Agreement (including this Addendum) sets out the Customer's complete and final instructions to Vodori in relation to the processing of Customer Personal Data. Additional processing outside the scope of these instructions (if any) will require prior written agreement between Customer and Vodori. If Customer is itself Processor acting on behalf of a third-party Controller (or other intermediary): (i) Customer represents and warrants to Vodori that Customer's instructions and actions with respect to that Customer Personal Data, including its appointment of Vodori as another Processor, have been authorized by the relevant Controller; (ii) Customer will serve as the sole point of contact for Vodori with regard to any third party Controllers of the Customer Personal Data; (iii) Vodori need not interact directly with (including seek any authorisations directly from) any such third party Controllers (other than through regular provision of the Services to the extent required by the Agreement); and (iv) where Vodori would (including for the purposes of the Standard Contractual Clauses) otherwise be required to provide information, assistance, cooperation, or anything else to such third party Controllers, Vodori may provide it solely to Customer. Notwithstanding the foregoing, Vodori is entitled to follow the instructions of such third party with respect to such third party's Customer Personal Data instead of Customer's instructions if Vodori reasonably believes this is legally required under the circumstances.

5.2. If Vodori is required by Applicable Privacy Laws to Process Personal Data for any reason other than as set forth herein, Vodori will inform Customer in advance of any such Processing, unless it is legally prohibited from doing so. Vodori will inform Customer if, in its opinion, an instruction from Customer constitutes or would cause a violation of Applicable Privacy Laws.

6. Vodori Obligations.

6.1. Vodori shall (i) comply with Applicable Privacy Laws in its Processing of Personal Data, (ii) Process Personal Data only in accordance with Customer's instructions, as detailed in Section 5 above, (iii) not sell or share (as defined by the California Consumer Privacy Act) Personal Data, (iv) not retain, use or disclose Personal Data for any purpose other than as set forth herein, and (v) not combine Personal Data with personal information it receives outside the scope of the Agreement other than as instructed by Customer, as contemplated to provide the Services or as otherwise allowed under the Agreement.

6.2. Vodori shall promptly notify Customer if it can no longer meet its obligations under this Addendum.

6.3. Nothing herein shall be construed to limit Vodori's right to anonymize Personal Data and use such anonymized data to the extent allowed under the Agreement.

7. Subprocessing.

7.1. Subject to Vodori complying with this Section 7 (Subprocessing), Customer agrees that Vodori may engage Sub-processors to process Customer Personal Data on Customer's behalf. The Sub-processors currently engaged by Vodori and authorized by Customer are listed in Appendix C and maintained at <https://www.vodori.com/privacy-policy> and <https://trust.vodori.com/> (the "Sub-processor List").

- 7.2. Vodori will: (i) enter into a written agreement with each Sub-processor containing data protection obligations that provide at least the same level of protection for Customer Personal Data as those in this DPA, to the extent applicable to the nature of the services provided by such Sub-processor; and (ii) remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Sub-processor that cause Vodori to breach any of its obligations under this DPA.
- 7.3. Vodori will update the Sub-processor List if it adds or removes Subprocessors at least thirty (30) days prior to any such changes. Customer can subscribe to receive notifications of Sub-Processor changes at <https://trust.vodori.com/>. If Customer has a good faith belief that the new Sub-Processor will be unable to comply with (i) Applicable Law, or (ii) reasonable and appropriate privacy or security standards, Customer may object to Vodori's appointment of the new Sub-Processor by sending written notification to Vodori within ten (10) calendar days of such notice documenting, with specificity, its objection and its good faith basis therefor (the "Objection"). Vodori's engagement of such new Sub-Processor will be deemed authorized by Customer unless Vodori receives an Objection during the Notice Period. Upon receipt of an Objection, the parties will investigate the basis of the Objection and work together in good faith to seek a mutually agreeable solution. If after thirty (30) days, the parties are unable to agree upon an alternative solution, Customer may terminate its order for the applicable Service(s) that makes use of the proposed Sub-Processor; such notice must be received within forty-five (45) days of the original Objection, unless an extension is agreed to in writing by the parties.
- 8. Data Subject Requests.** To the extent Customer is unable to independently retrieve, access or delete the relevant Customer Personal Data within the Services, Vodori shall (at Customer's request and taking into account the nature of the processing) provide reasonable cooperation to assist Customer to respond to any requests from individuals or applicable data protection authorities relating to the processing of Customer Personal Data under the Agreement. In the event that any request from individuals or applicable data protection authorities is made directly to Vodori where such request identifies Customer, Vodori shall not respond to such communication directly without Customer's prior authorization, unless legally compelled to do so, and instead, after being notified by Vodori, Customer shall respond. If Vodori is required to respond to such a request, Vodori will promptly notify Customer and provide it with a copy of the request, unless legally prohibited from doing so. Vodori reserves the right to charge and Customer agrees to pay reasonable fees for Vodori's assistance where it involves significant expenditures of Vodori time or resources. The parties will agree upon fees in advance of the services.
- 9. Personal Data Breach.**
- 9.1. Vodori shall notify Customer without undue delay and no later than seventy-two (72) hours upon becoming aware of a Personal Data Breach ("Breach Notification"). The Breach Notification will include, to the extent known, (i) the nature, timing and scope of the Personal Data Breach including information on the Data Subjects involved, (ii) the likely consequences of the Personal Data Breach, and (iii) a description of the actions Vodori will take to remedy or mitigate harm to Data Subjects and to protect against further Personal Data Breaches. Where it is not possible to provide such information at the time of the initial Breach Notification, Vodori shall provide relevant information in phases, without undue delay.
- 9.2. Vodori's notification of or response to a Personal Data Breach will not be construed as an acknowledgment by Vodori of any fault or liability with respect to the Personal Data Breach. Unless otherwise required under Applicable Privacy Laws, the Parties agree to coordinate in good faith on developing the content of any related public statements or any required notices for the affected data subjects and/or notices to the relevant supervisory authorities.
- 10. DPIAs.** If Customer is required under Applicable Privacy Law to perform a data protection impact assessment (or prior consultation with regulatory authority having appropriate jurisdiction), upon Customer's request and expense, Vodori will provide reasonable cooperation and assistance as needed to fulfill Customer's obligation to the extent that (i) Customer does not otherwise have access to the relevant information, and (ii) such information is available to Vodori.
- 11. Government Access Requests.** To the extent allowed under Applicable Privacy Law, Vodori will notify Customer of any request by a government or other public authority seeking access to Personal Data.

- 12. Security.** Vodori shall implement and maintain appropriate organizational, administrative, physical and technical safeguards designed to protect against Personal Data Breach and to provide a level of security appropriate to the risk posed. Vodori's technical and organizational security measures are specified in Appendix B. Customer acknowledges that these measures are appropriate to the risk. Vodori regularly reviews and modifies its security measures to reflect changing technology, laws and regulations, risk, industry and security practices and other business needs. Vodori may make changes to its security measures, so long as the changes do not result in a lesser standard of security.
- 13. Audit Rights.** Customer may, at Customer expense, audit or inspect Vodori to confirm Vodori's compliance with its responsibilities under this Addendum, provided that: (i) Customer shall not exercise this right more than once every twelve (12) months; (ii) such additional audit enquiries shall not unreasonably impact in adverse manner Vodori's regular operations and do not prove to be incompatible with applicable legislation or with the instructions of a competent authority. It should be noted that audits are performed virtually, as Customer Data is not stored directly at Vodori facilities. Since inspection of the storage equipment is not possible, audits can feasibly be performed in a virtual format to reduce expenses and to provide the most efficient audit possible. Before the commencement of any audit activities, Customer and Vodori shall mutually agree upon the scope, timing, and duration of the audit.
- 14. Security Information.** Upon written request, Vodori shall supply (on a confidential basis) reasonable documentation evidencing Vodori's compliance with its obligations under this Addendum to Customer. If such documentation does not, in Customer's reasonable judgement, provide sufficient information to confirm Vodori's compliance with this Addendum, then Vodori shall also provide written responses (on a confidential basis) to reasonable requests for information made by Customer, including responses to information security and audit questionnaires that are necessary to confirm Vodori's compliance with this Addendum, provided that Customer shall not exercise this right more than once per calendar year. Notwithstanding the foregoing, Customer may also exercise such audit right in the event Customer is expressly requested or required to provide this information to a data protection authority. Customer will have access to Vodori's third-party audit reports and company policies and procedures in the Vodori Trust Center <https://trust.vodori.com/> for the duration of the Agreement.
- 15. Return or Deletion of Data.** Upon termination of the Agreement, except as permitted by relevant law and a party's records retention policy, Vodori shall destroy all Customer Data in its possession and shall cease all use of such Customer Data and shall certify in writing that it has done so; provided that, upon request of Customer, Vodori shall securely deliver to Customer a copy of the following data export as then stored in the Products: (a) all versions of all binary files uploaded into the Products; (b) spreadsheet containing all documents and their associated metadata, including a reference to the binary file unique ID; and (c) audit trails for all documents. Vodori will provide this data export to Customer via the agreed upon transmission channel. Upon the earlier of Customer acknowledgement of receipt of such copy of its data or 30 days of termination, Vodori will proceed with deletion of all Customer Data. Any Customer Data retained in system back-ups will be stored in encrypted form and are deleted pursuant to Vodori's then-current back-up deletion process.
- 16. Data Transfers.**
- 16.1. Personal data that Vodori processes under the Agreement may be processed in any country in which Vodori and its authorized Subprocessors maintain facilities to perform the Services. A list of Vodori's Subprocessor Processing Locations can be found at <https://www.vodori.com/privacy-policy/>.
- 16.2. The Parties agree that transfers of Personal Data to Vodori that are subject to an applicable adequacy decision do not require a separate approved transfer mechanism. Where a Restricted Transfer is made, the parties agree to comply with the terms of any standard contractual clauses that are adopted by an applicable data protection authority and posted to <https://www.vodori.com/contracts/> ("SCCs") to the extent such SCCs are applicable to the Personal Data within the scope of the Restricted Transfer and the Services to which Customer then subscribes under the Agreement. The terms of the applicable SCCs are incorporated herein by reference and form an integral part of this Addendum.

For the purposes of the Standard Contractual Clauses, the Parties agree that:

(a) In relation to transfers of Customer Personal Data subject to the GDPR, the Standard Contractual Clauses shall apply as follows:

- (i) Vodori is the “data importer” and Customer is the “data exporter”;
- (ii) Module Two (controller to processor) or Module Three (processor to processor) terms will apply (as applicable);
- (iii) in Clause 7, the optional docking clause will apply;
- (iv) in Clause 9, Option 2 will apply, and the time period for prior notice of Subprocessor changes will be as set out in Section 7.3 of this Addendum;
- (v) in Clause 11, the optional language will not apply;
- (vi) in Clause 17, Option 1 will apply, and the Standard Contractual Clauses will be governed by Irish law;
- (vii) in Clause 18(b), disputes shall be resolved before the courts of Ireland;
- (viii) Annex I of the Standard Contractual Clauses shall be deemed completed with the information set out in Annex A of this Addendum;
- (ix) Annex II of the Standard Contractual Clauses shall be deemed completed with the information set out in Annex B of this Addendum;
- (x) Annex III of the Standard Contractual Clauses shall be deemed completed with the information set out in Annex C of this Addendum.

Vodori has certified to the U.S. Department of Commerce that it adheres to the (i) EU-U.S. Data Privacy Framework (DPF) Principles with regard to the Processing of Personal Data received from the European Union in reliance on the EU-U.S. DPF and from the United Kingdom (and Gibraltar) in reliance on the UK Extension to the EU-U.S. DPF, and (ii) Swiss-U.S. Data Privacy Framework Principles with regard to the Processing of Personal Data received from Switzerland in reliance on the Swiss-U.S. DPF.

In the future, Vodori may rely on alternative mechanisms to support a Restricted Transfer. In such cases, Vodori will inform Customer of the alternative mechanism by updating our disclosures at <https://www.vodori.com/privacy-policy/> and ensure compliance with the alternative mechanism.

16.3. It is not the intention of either Party, nor the effect of this Addendum, to contradict or restrict any of the provisions set forth in the Standard Contractual Clauses. Accordingly, if and to the extent the Standard Contractual Clauses conflict with any provision of this Addendum, the Standard Contractual Clauses shall prevail to the extent of such conflict.

17. Rights of Authorized Affiliates.

17.1. Where an Authorized Affiliate becomes a party to the Addendum with Vodori, it will to the extent required under Applicable Privacy Law be entitled to exercise the rights and seek remedies under this Addendum, subject to the following:

- (a) Except where Applicable Privacy Law require the Authorized Affiliate to exercise a right or seek any remedy under this Addendum against Vodori directly by itself, Parties agree that (i) solely the Customer that is the contracting party to the Agreement will exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and (ii) the Customer that is the contracting party to the Agreement will exercise any such rights under this Addendum 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 subsection (b) below).
- (b) The Parties agree that the Customer that is the contracting party to the Agreement will, when carrying out a virtual audit of the procedures relevant to the protection of Customer Personal Data, take all reasonable measures to limit any impact on Vodori and its Subprocessors by combining, to the extent reasonably possible, several audit requests carried out on behalf of different Authorized Affiliates in one single audit.

18. Relationship with the Agreement.

- 18.1. The Parties agree that this Addendum shall replace any existing data processing agreement or similar document that the parties may have previously entered into in connection with the Services.
- 18.2. Notwithstanding anything to the contrary in the Agreement (including this Addendum), Customer acknowledges that Vodori shall have a right to use data relating to the operation, support and/or use of the Services ("Service Data") for its legitimate business purposes, such as billing, account management, technical support and troubleshooting, product development and sales and marketing. To the extent any Service Data is considered personal data, Vodori shall process such data in accordance with applicable Data Protection Laws.
- 18.3. Except for the changes made by this Addendum, the Agreement remains unchanged and in full force and effect. If there is any conflict or inconsistency between this Addendum and the Agreement, the provisions of the following documents (in order of precedence) shall prevail: (a) Standard Contractual Clauses (where applicable); then (b) this Addendum; and then (c) the main body of the Agreement.
- 18.4. This Addendum will be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement, unless required otherwise by Applicable Privacy Laws.
- 19. Disclaimer.** Customer shall have sole responsibility for the accuracy, quality and legality of Personal Data and the means by which Customer acquires it. Vodori shall have no obligation to assess the contents of the Personal Data to identify information subject to any specific legal requirements. Customer is responsible for reviewing the information made available by Vodori relating to data security and making an independent determination as to whether the Services meet Customer's requirements and enables compliance with Applicable Privacy Law. Customer acknowledges that Vodori is reliant on Customer for direction as to the extent to which Vodori is entitled to Process Personal Data. As such, Vodori disclaims all liability for any claim(s) arising from (a) Vodori's compliance with Customer's instructions, or (b) Customer's failure to comply with Applicable Privacy Law. Vodori does not provide legal advice. If Vodori provides an opinion related to Customer's compliance with Applicable Privacy Law, such opinion shall not be deemed to be legal advice to Customer. Customer acknowledges that the Services may be used in ways that do and do not comply with Applicable Privacy Law, and it is Customer's sole responsibility to monitor its compliance with all Applicable Privacy Law. Customer acknowledges and agrees that not all features, functions and capabilities of the Services may be used in all jurisdictions, and Customer recognizes that certain features, functions and capabilities may need to be configured differently or not used in certain jurisdictions in order to comply with Applicable Privacy Law. Customer is solely responsible for its specific use decisions.

Annex A Data Processing Description / Description of Transfer

Annex 1(A) List of Parties

Data Exporter	Data Importer
Name: The party identified as the “Customer” in the Addendum.	Name: Vodori, Inc.
Address: The address for the Customer specified in the Agreement.	Address: 311 West Monroe Street, 3rd Floor, Chicago, IL, 60606
Contact Person’s Name, position and contact details: The Customer point of contact provided in the relevant order form.	Contact Person’s Name, position and contact details: Vodori’s Privacy Team privacy@vodori.com
Activities relevant to the transfer: See Annex 1(B) below	Activities relevant to the transfer: See Annex 1(B) below
Role: Controller or Processor	Role: Processor

Annex 1(B) Description of Processing / Transfer

- (a) **Categories of data subjects whose personal data is transferred:** Controller’s Contacts and other end users including Controller’s employees, contractors, collaborators, customers, prospects, suppliers and subcontractors
- (b) **Categories of personal data transferred:** The personal data transferred includes names, titles, email, user ID, password, personal identification number (“PIN”), profile picture, job title and department, time zone and other usage data in an electronic form processed via the Services.
- (c) **Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:** Not Applicable
- (d) **The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):** Continuous
- (e) **Nature of the processing:** The collection, storage, duplication, deletion, and disclosure of Personal Data pursuant to providing the Services to Exporter
- (f) **Purpose(s) of the data transfer and further processing:** To support the identification, login, and activity recording (audit trail) of Data Exporter’s use of the Services.
- (g) **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 contract between the parties.
- (h) **For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:** Same as that which is described above for transfers to Vodori

Annex 1(C) Competent Supervisory Authority

Customer’s competent supervisory authority will be determined in accordance with the GDPR Clause 13 (Supervision) above.

Annex B Technical and Organizational Measures

Vodori shall implement and maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Customer Personal Data. Vodori regularly reviews and modifies its security measures to reflect changing technology, laws and regulations, risk, industry and security practices and other business needs. Vodori may make changes to its security measures, so long as the changes do not result in a lesser standard of security.

Such safeguards shall include the list of technical and organizational measures available at <https://www.vodori.com/contracts/toms>.

Annex C List of Subprocessors

The controller has authorised the use of the sub-processors listed at <https://www.vodori.com/privacy-policy>.
Customer can subscribe to subprocessor updates at <https://trust.vodori.com/>.