Data Processing Agreement

This Data Processing Agreement, including its appendices, ("**DPA**") is entered into by and between The Boeing Company ("**Boeing**") and the seller ("**Seller**") as the parties are defined in the "**Agreement**" (see definition of Agreement below). This DPA sets out the minimum data processing requirements applicable to Seller and must be fulfilled for any Services or Products provided by Seller under the Agreement. This DPA is effective as of the effective date of the Agreement and remains effective for the duration of Processing of Personal Data.

1. DEFINITIONS

Unless specified otherwise in this DPA the defined terms used in this DPA have the same definition as in the Agreement. Therefore:

"**Affiliate**" means an entity that is directly or indirectly owned, operated, or controlled by Boeing.

"**Agreement**" means any contract or agreement (including master agreement with the applicable order, or call out, purchase order, service order, work order, statement of work, etc.) between Boeing and Seller to which this DPA applies.

"**Binding Corporate Rules for Processors**" means internal rules adopted by Seller that defines Seller's global policy and practices regarding the Transfer and Processing Personal Data among Seller's entities that have been approved by a Supervisory Authority.

"**Cardholder Information**" means any Personal Data that includes: payment card information, including the account holder's name, account number, service code, card validation code/value, PIN or PIN block, valid to and from dates, and magnetic strip data; and information relating to a payment card transaction that is identifiable to a specific account.

"**Controller**" means the party that determines the purpose and means of processing Personal Data.

"**Data Privacy Laws**" means all laws, regulations, and court orders that apply to the Processing of Personal Data under this DPA.

"**Personal Data**" means any information that identifies, directly or indirectly, an individual or relates to an identifiable individual.

"**Process, Processing or Processed**" means the uploading, downloading, maintenance, collection, recording, organization, structuring, alteration, access, disclosure, copying, transfer, transmission, storage, deletion, retention, combination, restriction, adaption, retrieval, consultation, destruction, disposal, sale, sharing, security, analyzation, modification, augmentation, or other use of or operation performed on Personal Data, whether by automated means or otherwise.

"**Processor**" means the party who processes Personal Data on behalf of the Controller.

"**Product(s)**" means any goods, services, software and deliverables supplied under the Agreement.

"**Sale or Sell**" means exchanging, disclosing, making available, transferring, or otherwise providing or communicating Personal Data to a third-party for monetary or other valuable consideration.

"**Seller**" means the party that agreed to provide the products or services (including online services and deliverables) to Boeing pursuant to the terms of the Agreement.

"**Share or Sharing**" means sharing, releasing, disclosing, making available, transferring, or otherwise providing or communicating Personal Data, whether for monetary or other valuable consideration, including transactions between a business and a third-party for cross-contextual behavioral advertising for the benefit of a business in which no money is exchanged.

"**Sensitive Personal Data**" means any of the following types of Personal Data: (i) Social Security or identity card numbers, taxpayer identification number, passport number, driver license number or other government issued identification number; (ii) credit or debit card details or financial account number, with or without any code or password that would permit access to the account or credit history; (iii) username and password; (iv) information on race, religion, ethnicity, sex life, sexual orientation or practices, medical information, health information, genetic or biometric information, political, religious or philosophical beliefs, political party, trade union membership, background check information, criminal records, or information on judicial or administrative proceedings.

"**Services**" means work or functional services ancillary to the supply of Products to be performed by Seller for Boeing as specified in the Agreement.

"**Standard Contractual Clauses (SCCs)**" means any or all model contract language dictated by a particular jurisdiction and determined to provide sufficient legal basis for Transfers by a Supervisory Authority with jurisdiction over Boeing.

"**Sub-Processor**" means another Processor engaged by the Seller (when acting as a Processor) to carry out specific Processing activities with Personal Data under this DPA.

"**Seller Personnel**" means any employee, contractor, subcontractor, or agent who Seller authorizes to access or Process Personal Data.

"**Supervisory Authority**" means the governmental authorities authorized under Data Privacy Law to regulate the Processing of Personal Data.

"**Transfer or Transferred**" means the access by, transfer or delivery to, provision or other disclosure of Personal Data to a person, entity, or system located in a country or jurisdiction other than the country or jurisdiction from which the Personal Data originated.

Terms defined with reference to the Data Privacy Law of one jurisdiction include the terms used in the Data Privacy Laws of another jurisdiction as to the same concepts (e.g., "Controller" under GDPR includes "Business" under CCPA)

2. PROCESSING OF PERSONAL DATA

2.1   **Processing.** Boeing is Controller of Personal Data Processed under this DPA and Seller is Processor of such Personal Data, except when Boeing acts as a Processor of Personal Data on behalf of a third-party Controller, in which case Seller is a Sub-Processor.

2

3. CONTROLLER OBLIGATIONS

3.1 **Boeing's Compliance.** When Boeing is the Controller, Boeing undertakes to comply with all obligations under Data Privacy Laws to support lawful Processing of Personal Data.

3.2 **Third-Party Controller**. When a third-party is a Controller of Personal Data Processed by Seller under this DPA the obligations that Seller has towards Boeing under this DPA (and the rights conferred upon Boeing under this DPA) will also apply as between Seller and such third-party Controller, insofar as is necessary to comply with Data Privacy Laws.

4. PROCESSOR OBLIGATIONS

4.1 **Seller's Compliance**. As Processor or Sub-Processor, Seller will undertake to comply with all obligations under Data Privacy Laws even if not specifically mentioned in this DPA.

4.2 **Limitations on Use.** Seller will Process Personal Data only on Boeing's behalf, in the context of its directed business relationship with Boeing and in accordance with Boeing's instructions as documented in the Agreement and this DPA, including but not limited to Appendix A. Seller will not retain, use, disclose, or otherwise Process Personal Data for any purpose other than to perform the Services as specified in the Agreement.

Seller will not:

(a) Sell or Share Personal Data;

(b) disclose Personal Data to any third-party for the commercial benefit of the Seller or any third-party;

(c) retain, use, disclose, or otherwise Process Personal Data outside of its direct business relationship with Boeing or for a commercial purpose other than the business purpose in Agreement; or

(d) combine Personal Data with other personal information Seller receives from, or on behalf of, other persons, or collects from its own interactions with an individual, except and solely to the extent expressly permitted under Data Privacy Laws.

4.3 **Remediation of Unauthorized Processing.** Boeing has the right, upon providing notice to Seller, to take reasonable and appropriate steps to stop and remediate unauthorized Processing of Personal Data.

4.4 **Seller's Inability to Comply**. Notwithstanding the notification obligation in §6 (Personal Data Breaches), upon discovery Seller will notify Boeing if at any time Seller:

(a) has reason to believe that it is unable to comply with any of its obligations under this DPA or Data Privacy Laws; or

(b)   becomes aware of any circumstances or change in Data Privacy Laws that will likely prevent Seller from fulfilling its obligations under this DPA, or

(c)   Seller believes Boeing's instructions infringe on Data Privacy Laws. In such a case, Seller will not proceed with Processing of Personal Data until Boeing issues new instructions or confirms the previous instructions.

4.5   Confidentiality. Seller will ensure that only Seller Personnel who must have access to the Personal Data to meet Seller's obligations under this DPA will have access to the Personal Data, based on the "need to know" and "least privileged access" principles, and that such Seller Personnel have received appropriate training and instructions regarding Processing of Personal Data, as well as committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Upon Boeing's request, Seller will provide proof of execution of the confidentiality agreements with Seller Personnel that may have access to Personal Data, as well as proof of periodic training in the field of privacy and personal data protection.

4.6   Data Integrity. Seller will ensure that any Personal Data it creates is accurate and up to date. Seller will ensure that any inaccurate or incomplete Personal Data is rectified. Seller agrees that it will not use inaccurate or incomplete Personal Data.

4.7   Disclosure. Seller will not Transfer Personal Data to any third-party without Boeing's express prior written consent; however, Seller may Transfer Personal Data to Sub-Processors as provided in §4.8 below.

4.8   Sub-Processors. Boeing authorizes Seller to engage Sub-Processors when Processing Personal Data under this DPA.

To engage Sub-Processors, Seller must:

(a)   require its Sub-Processors to comply with equivalent terms as Processor's obligations in this DPA. The agreement between Seller and the Sub-Processor will be provided to Boeing upon request (excluding commercial terms).

(b)   ensure appropriate safeguards are in place before conducting a Transfer of Personal Data to its Sub-Processors, and

(c)   be liable for any acts, errors, or omissions of its Sub-Processors.

Seller may add or change Sub-Processors provided that Seller notifies Boeing in writing with at least 30 days prior to the addition(s) and provide the opportunity to object to such addition(s). The notification will be accompanied by a summary of Seller's assessment of the new Sub-Processor's compliance with Data Privacy Laws including, to the extent applicable, where the Sub-Processor transfers, or accesses from, the Personal Data across jurisdictions an assessment of the data protection safeguards necessary (a "Transfer Impact Assessment").

4

Boeing may reasonably object to any prospective Sub-Processors, in which case the respective entity will not be engaged as a Sub-Processor under this DPA. If Seller continues engaging the Sub-Processor despite Boeing's objection, Boeing has the right to terminate the relevant Processing. If Boeing does not object to a prospective Sub-Processor, Seller may use the Sub-Processor.

4.9   Data Protection Impact Assessments. Seller will assist Boeing when conducting a data protection impact assessment and any related consultations with Supervisory Authorities.

4.10   Requests or Complaints. Unless specifically prohibited by applicable Data Privacy Laws, Seller will promptly notify Boeing and provide all pertinent information if Seller receives:

(a)   a request from an individual or any other third-party with respect to Personal Data Processed by Seller on behalf of Boeing, including opt-out requests; requests for access and/or rectification, erasure, or restriction; requests for data portability and any similar request;

(b)   a complaint relating to the Processing of Personal Data by Seller on behalf of Boeing, including allegations that the Processing infringes on an individual's right or Data Privacy Laws; or

(c)   a Supervisory Authority or government request for access to, information about, audit concerning, or any other regulatory action (including only notice of intent) concerning the Processing of Personal Data undertaken by Seller under this DPA.

Seller will not respond to such requests or complaints except to redirect the requestor to Boeing and/or inform the requestor that the request or complaint was redirected to Boeing, unless Boeing expressly authorizes in writing.

Seller will cooperate with Boeing with respect to any action taken relating to an individual's request or complaint and will seek to implement appropriate processes to assist Boeing in responding to such requests or complaints.

4.11   Requests for Deletion. When requested by Boeing, Seller will promptly and securely delete or destroy any Personal Data pertaining to an individual identified by Boeing where such information is within Seller's possession or control. If applicable, Seller will direct any Sub-Processor that Processes Personal Data related to an identified individual to promptly and securely delete or destroy such Personal Data. Seller will confirm to Boeing in writing that Seller and any Sub-Processor has complied with its obligations under this section.

4.12   Production Requests. Unless specifically prohibited by applicable Data Privacy Laws, if Seller receives an order, demand, warrant or any other document requesting or purporting to compel the production of Personal Data to any Supervisory Authority or other regulator ("Production Request"), Seller will:

(a)   make reasonable efforts to redirect the Third-Party to request Personal Data directly from Boeing;

5

(b)   promptly notify Boeing of the Production Request;

(c)   document all Production Requests and provide documentation to Boeing upon request, including Seller Personnel involved, Seller's response(s) and the legal reasoning for such response(s);

(d)   exercise any other commercially reasonable efforts in cooperation with Boeing to prevent and limit any disclosure and to otherwise preserve the confidentiality of Personal Data; and

(e)   if prohibited from notifying Boeing:

(i)   use lawful efforts to obtain a waiver of the prohibition in order to communicate as much information to Boeing as soon as possible;

(ii)   take any available and reasonable lawful actions to challenge any Production Request received where the applicable law provides grounds to challenge; and

(iii)   respond to the individual's reasonable questions regarding individual rights to challenge the Production Request.

5.   AUDIT AND INVESTIGATIONS

5.1   **Right to Audit.** Boeing will have the right to perform audits of Seller's Processing of Personal Data (including such Processing as may be carried out by the Sub-Processors) to verify Seller's (and any Sub-Processors), compliance with this DPA and applicable Data Privacy Laws.

5.2   **Availability.** Seller will make available to Boeing all information necessary to demonstrate compliance with the obligations in this DPA and in Data Privacy Laws.

5.3   **Access and Assistance.** Without limiting the foregoing, Seller will provide to Boeing, its authorized representatives, and such independent inspection body as Boeing may appoint, on reasonable notice:

(a)   access to Seller's information relevant to this Agreement, the areas of the premises where the Seller is carrying out Processing activities, to personnel, and records (including tools and procedures) relating to the Processing;

(b)   reasonable assistance and cooperation of Seller's relevant staff; and

(c)   reasonable facilities at Sellers premises for the purpose of auditing Seller's compliance with its obligations under this DPA and applicable Data Privacy Laws.

5.4   **Right to Receive Relevant Information.** The right to perform audits and inspections will also include a right to receive relevant information upon request and without Boeing staff being

physically present at Seller's site. Seller agrees to accurately and promptly complete any data protection questionnaires Boeing provides.

5.5   Remediation of Issues. Seller will promptly remediate issues raised in any audit report and Boeing will have the right to conduct follow-up audits on the same aspects where non-compliances were initially discovered, under the same conditions laid out above.

5.6   Record of Information Technology (IT) Systems. The Seller will at all times keep a comprehensive and current record of where the IT system(s) used to Process Personal Data on behalf of Boeing is/are located. For the avoidance of doubt, this will include the locations of any IT systems belonging to any Sub-Processors. Upon request, the Seller will promptly provide Boeing with a copy of the record.

5.7   Regulatory Investigation. Upon notice from Boeing, Seller will assist and support Boeing in the event of an investigation by a Supervisory Authority, law enforcement body, or other regulator, if and to the extent that such investigation relates to Personal Data handled by Seller in accordance with this DPA.

6.   PERSONAL DATA INCIDENTS

6.1   Notification of Personal Data Incident. Seller will promptly, and in any event within twenty-four (24) hours after becoming aware, notify Boeing by sending an email to abuse@boeing.com and globalprivacy@boeing.com, whenever Seller suspects or has reason to believe there has been:

(a)   any accidental, unauthorized or unlawful access, acquisition, alteration, use, modification, disclosure, loss, destruction of, or damage to Personal Data;

(b)   any situation when Personal Data cannot be accessed either on a temporary or permanent basis; or

(c)   any other unauthorized Processing of Personal Data.

Sections §6.1 (a) – §6.1 (c) are collectively "Personal Data Incidents."

6.2   Incident Notifications. Unless required by Data Privacy Laws applicable to Seller, Seller will not notify any individual or third-party of any potential Personal Data Incident in any manner that would identify or is reasonably likely to identify or reveal the identity of Boeing, without first obtaining written permission from Boeing.

6.3   Investigation of Incident. After providing such notice outlined in §6.1, Seller will:

(a)   continue to investigate the Personal Data Incident;

(b)   take all necessary steps to eliminate or contain the Personal Data Incident; and

(c)   keep Boeing informed of the status, cause of the Personal Data Incident, and all related matters.

6.4   Incident Information Provided to Boeing. Seller will provide Boeing with all available information as it becomes known, pertaining to such Personal Data Incident, including but not limited to:

(a)   the nature of the Personal Data including, where possible, the categories and approximate number of individuals involved, and the categories and approximate number of Personal Data records involved;

(b)   the likely consequences of the Personal Data Incident;

(c)   the measures taken or proposed to be taken by the by Seller to address the Personal Data Incident, including measures to mitigate its possible adverse effects; and

(d)   any other information reasonable requested by Boeing.

6.5   Assistance in Incident Correction. Seller will provide reasonable assistance and cooperation requested by Boeing and/or Boeing's designated representatives in the furtherance of any correction, remediation, investigation, or recording of any Personal Data Incident and/or the mitigation of any potential damage, including any notification that Boeing may determine appropriate to send to affected individuals, Supervisory Authority or other regulators, or third-parties, and/or the provision of any credit reporting service that Boeing deems appropriate to provide to affected individuals. Seller will keep Boeing properly informed on developments.

6.6   Incident Plan. Within thirty (30) days of identifying or being informed of any Personal Data Incident arising from any act or omission by Seller, Seller will develop and execute a plan, subject to Boeing's approval, that reduces the likelihood of recurrence of a Personal Data Incident.

7.   SPECIAL PROCESSING

7.1   Security Standards for Cardholder Information. If Seller has access to Cardholder Information, Seller must at all times comply with the security standards for the protection of Cardholder Information with which payment card companies require merchants to comply, including the Payment Card Industry Data Security Standards currently in effect and as may be updated from time to time ("PCI Standards").

7.2   PCI Certification. At Boeing's request, Seller will promptly provide current certification of compliance with PCI Standards by an authority recognized by the payment card industry for that purpose. If, during the term of any relevant agreement including for the avoidance of doubt this DPA, Seller undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status with the PCI Standards, Seller will promptly notify Boeing of such circumstances. Seller will not take any action that will compromise Boeing's ability to comply with the PCI Standards.

7.3   Health Information. Personal Data includes "protected health information" (or "PHI") as defined in the HIPAA Privacy and Security Rules or similar legislation applicable to this DPA, Seller and Boeing will execute an additional agreement as required by the relevant and applicable Data Privacy Laws.

8.   END OF PROCESSING

8.1   Return or Disposal. When the Seller ceases to perform any services for Boeing (or at any other time upon Boeing's request), Seller will promptly cease to Process the Personal Data and, at the option of Boeing, either:

(a)   securely return all Personal Data (and all media containing copies of the Personal Data) to Boeing or its nominated third-party, or

(b)   securely purge, delete, or destroy the Personal Data and securely delete any remaining copies, including all copies in its Sub-Processors' possession or control, and promptly certify (via a director or officer) when completed.

8.2   Inability to Return or Dispose Personal Data. If Personal Data cannot be returned or deleted, the obligations of this DPA will remain in effect until such data is returned or destroyed. Electronic media containing Personal Data will be disposed of in a manner that renders the Personal Data unrecoverable. Seller will provide Boeing with a certification (via a director or officer) to demonstrate compliance with this provision.

8.3   Retention Required by Law. If Seller is required by Data Privacy Law to retain any Personal Data, Seller will notify Boeing of such obligation and warrant that it will:

(a)   ensure the continued confidentiality and security of the Personal Data,

(b)   securely delete or destroy the Personal Data when the legal retention period has expired, and

(c)   not actively Process the Personal Data other than as needed to comply with applicable law.

8.4   De-Identification and Aggregation. In the event any Agreement permits or instructs Seller to Process Personal Data that has been de-identified and/or aggregated, Seller will ensure that any such information qualifies and remains qualified as de-identified information and/or aggregated information as defined by Data Privacy Law. Seller will make no attempt to re-identify any individual to whom such information relates; will commit to maintaining and using such information without attempting to reidentify it; and will take reasonable measures to

prevent such re-identification. Section 4.2 of this DPA (Limitations on Use) applies to de-identified and/or aggregated data.

9. DATA TRANSFERS

9.1 **European Data Transfers.** For purposes of this DPA, the European Union (EU) and the European Economic Area (EEA) are considered one jurisdiction, and transfers between countries within the EU or EEA do not constitute a Transfer.

9.2 **Data Transfers.** The Processor will not Transfer or authorize the Transfer of Personal Data to countries outside of the jurisdiction where the data was originally collected without the prior written consent of Boeing.

    (a) **Standard Contractual Clauses (SCCs)**. If Personal Data Processed under this DPA is Transferred, the parties will ensure that the Personal Data is adequately protected. To achieve this, the parties will, if required by Data Privacy Laws, rely on approved standard contractual clauses for the Transfer of Personal Data.

    (b) **Binding Corporate Rules for Processors**. When the Transfer to Seller is pursuant to Binding Corporate Rules for Processors, Seller will:

        (i) maintain and extend its authorization of its Binding Corporate Rules for Processors for the duration of this DPA;

        (ii) promptly notify Boeing of any subsequent material changes in such authorization; and

        (iii) impose all applicable obligations under its Binding Corporate Rules for Processors to Sub-Processor by entering into appropriate onward transfer agreements with any such Sub-Processor.

    (c) Transfers to Seller may be undertaken pursuant to other regional or bilateral agreements or additional Transfer solution but only after Boeing's review and explicit agreement.

9.3 **Data Transfers Between Seller and Sub-Processors.** Without prejudice to the Sub-Processor notification requirements in §4.8 (Sub-Processors), Seller may initiate Transfers with Sub-Processors only where Seller has implemented a Transfer solution compliant with applicable laws and regulations.

10. THIRD-PARTY BENEFICIARIES

10.1 The parties agree that Boeing's Affiliates are intended third-party beneficiaries of this DPA and that this DPA will inure to the benefits of such Affiliates. Without limiting the foregoing, Boeing Affiliates are entitled to enforce the terms of this DPA as if each were a signatory to this DPA. Boeing may also enforce the privacy and data security provisions on behalf of Boeing Affiliates

instead of Boeing affiliate(s) separately bringing a cause of action against Seller. Seller is entitled to rely solely on Boeing's instructions relating to Personal Data.

11. TRANSFERS OF SENSITIVE PERSONAL DATA FROM THE UNITED STATES

11.1 Compliance with 28 C.F.R. Part 202, a Data Privacy Law

(a) To the extent Seller Transfers or otherwise makes available Personal Data (including Sensitive Personal Data), <u>regardless of whether the Personal Data is anonymized, pseudonymized, de-identified, or encrypted,</u> of U.S. persons to Seller, Seller will:

    i. Ensure that its officers, staff, agents, and sub-contractors with logical or physical access to such Personal Data are not "Covered Persons," as defined in 28 C.F.R. § 202.211; and

    ii. Ensure that neither Seller nor its agents or sub-contractors transfer such Personal Data to, or permit access to such data from, a "Country of Concern" listed in 28 C.F.R. § 202.601.

(b) Seller represents and warrants that it is not a "Covered Person." Seller will notify Boeing if it cannot comply with the requirements in paragraph (a).

(c) To the extent this Agreement involves the sale of, licensing of access to, or a similar commercial transaction involving the transfer of such Personal Data to Seller, and which Seller did not itself collect, then Seller will not sell, license access to, or engage in any similar commercial transaction involving the transfer of such Personal Data provided under this Agreement to any "Covered Person" or "Country of Concern."

(d) If Seller becomes aware of or suspects a violation of the restrictions in paragraphs (b) or (c), it will immediately notify Boeing. The notification must include:

    i. a description of the violation or suspected violation,
    ii. the date of the data transfer or access,
    iii. the identity of the persons or entities to whom the data was transferred and their location, and
    iv. any documentation received or created in connection with the Personal Data Transfer, including the data transferred under this Agreement. Seller will cooperate with additional requests for information by Boeing or the U.S. Department of Justice.

12. NOTICES

12.1 Contact for Notices. In addition to the notice requirements outlined in the Agreement, all required notices to Boeing under this DPA or applicable Data Privacy Laws will also be provided to the **Boeing Global Privacy Office** by emailing **globalprivacy@boeing.com**.

13. INSURANCE

13.1 Insurance. Seller will carry appropriate insurance, including but not limited to Professional and Technology E&O policies including Network Security and Privacy Liability coverage, from

insurance companies holding minimum AM Best ratings of A- (VII) or higher, in amounts not less than US $5,000,000.00 per claim, to address the risks from its Processing of the Personal Data, including risks of cyber-attacks and security breaches. Any retroactive date on such required policy must be no later than the date of execution of the Agreement. The carrying of the above-described coverage will in no way to be interpreted as relieving or increasing the responsibility or liabilities of either party under this DPA or any applicable law, statute, regulation, or order.

14. MISCELLANOUS PROVISIONS

14.1 **Amendments**. The parties agree that this DPA may be amended only by written agreement between both parties.

14.2 **Term**. The term of this DPA corresponds to the term of the Agreement. The provisions regarding the termination of the Agreement apply accordingly. Breaches of this DPA will be considered breaches of the Agreement.

14.3 **Survival**. The obligations of Seller under this DPA will continue as long as Seller has access to, is in possession or control of, or acquires Personal Data, even if all agreements between Seller and Boeing have expired or have been terminated.

14.4 **Conflicts**. To the extent there is any conflict between this DPA and the terms of any applicable Standard Contractual Clause, the terms of the Standard Contractual Clause will prevail. To the extent the terms of this DPA conflict with any agreement between the parties, including the Agreement, the provision with the more stringent requirement will prevail.

14.5 **Assignment**. With the exception of Boeing Affiliates pursuant to section 10, neither party may assign any rights or delegate any obligations under this DPA without the other party's written consent.

14.6 **Governing Law**. The parties acknowledge and agree that, in any action between or among them related to the enforcement of this DPA, the law identified in the Agreement will govern without regards to choice of law principles.

14.7 **Severability**. In case individual provisions of this DPA are ineffective or become ineffective or contain a gap, the remaining provisions will remain unaffected. The parties undertake to replace the ineffective provision by a legally permissible provision which comes closest to the purpose of the ineffective provision and that best meets the requirements of the applicable Data Privacy Laws.

14.8 **Waiver.** If a party fails to enforce a right under this DPA, that is not a waiver of that right at any time.

14.9 **Execution**. This DPA may be executed in several counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. Each party warrants (i) that the execution and performance of its obligations under this DPA does not conflict with or violate any other instrument, contract, agreement or other commitment or

August 2025

arrangement to which it is a party or by which it is bound and (ii) that it knows of no other factor or circumstance that prevents it from entering this DPA.

APPENDIX 1. PROCESSING INSTRUCTIONS

[BUYER IS TO COMPLETE SECTIONS 1-4 PRIOR TO PROVIDING TO SELLER. SELLER IS TO REVIEW SECTIONS 1-4 AND COMPLETE SECTIONS 5-7 FOR REVIEW AND APPROVAL BY BUYER]

### 1.	CATEGORIES OF PERSONAL DATA

[Please specify types of personal data that will be processed by Seller.]

Seller will process the following types of personal data:

	(a)	[…]

### 2.	CATEGORIES OF DATA SUBJECTS

[Please specify relevant categories of data subjects.]

The personal data concern the following categories of data subjects:

	(a)	[…].

### 3.	DURATION OF PROCESSING

[Please provide information on the expected duration of the processing activity. If the expected duration of the processing activity cannot be provided, please provide information on the criteria that will determine the duration of the processing.]

### 4.	SUBJECT MATTER, NATURE AND PURPOSE OF PROCESSING

[Please specify the subject matter, nature and purpose of the processing activities that Seller will perform, e.g. that the personal data will be processed to provide IT-support services, cloud storage services or software development services]

### 5.	SUB-PROCESSORS

[Please list the sub-processors used by Seller as of the effective date of this agreement, in the following format:]

Sub-Processor name	Address	Processing location(s)	Data Processing services provided	Type of access to the data	Adequate safeguard used

6. PLACE OF PROCESSING

[Please provide information on the data flow in relation to the processing activity. It is very important that we have detailed knowledge about where personal data is processed (stored, used, compiled, transferred etc.).]

7. TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES

Seller will implement the following technical and organizational security measures:

[Please provide information on any technical and organizational security measures that the Seller will implement]