

Data Processing Agreement

1. GENERAL

1.1. DATA PROCESSING AGREEMENT

- 1.1.1. This Data Processing Agreement (**DPA**) forms part of the Master Services Agreement governing your use of the Root Services (the **MSA**). The MSA is accessible online at <https://rootplatform.com/legal/>.
- 1.1.2. This DPA is effective from the date of signature and will remain in effect for the duration of the MSA.
- 1.1.3. All provisions of the MSA shall apply to this DPA (with the necessary changes having been made) and which will be read together with and form part of the MSA.
- 1.1.4. If there is a conflict between this DPA and the MSA, this DPA will take precedence, but only to the extent of the conflict. If you have previously executed a data processing agreement with us or any of our Affiliates, this DPA supersedes and replaces such prior data processing agreement/s.

1.2. DEFINITIONS

Capitalised terms used in this DPA but not defined herein have the meanings given to them in the MSA. In addition, the following definitions apply for the purposes of this DPA:

- 1.2.1. **Data Protection Laws** means all applicable laws relating to the processing and/or use of personal data/information, as applicable to either Party, including:
 - 1.2.1.1. the General Data Protection Regulation (EU) 2016/679 (the **EU GDPR**);
 - 1.2.1.2. the UK General Data Protection Regulation (the **UK GDPR**);
 - 1.2.1.3. the Protection of Personal Information Act, 4 of 2013 (**POPIA**);
 - 1.2.1.4. the UK Data Protection Act 2018; and
 - 1.2.1.5. such other applicable data protection laws in force from time to time.
- 1.2.2. The terms **data subject**, **personal data**, **data breach**, **processing**, **processor**, **controller**, **operator**, **responsible party** and **restricted transfer** have the meanings given to the same terms in the requisite Data Protection Laws, and their cognate terms will be construed accordingly.

2. DATA PROCESSING

2.1. ROLES OF THE PARTIES

- 2.1.1. The Parties acknowledge and agree that with regard to the processing of personal data of your data subjects, the you are the controller (or responsible party if you are in South Africa) and we are the processor (or operator if you are in South Africa).

- 2.1.2. You (as the controller or responsible party) retain control of such personal data and are responsible for your obligations under the Data Protection Laws, including providing any required notices and obtaining any required consents, and for the processing instructions you give to us.

2.2. ROOT'S PROCESSING OF PERSONAL DATA

- 2.2.1. As your processor, we will only process personal data for the following purposes (individually and collectively, the **Purpose**):

- 2.2.1.1. Processing in accordance with the MSA and applicable Service Orders;
- 2.2.1.2. Processing initiated by your Users or End Users in their use of the Root Services; and
- 2.2.1.3. Processing to comply with other reasonable documented instructions provided by you or your Users (e.g. via email or support tickets) that are consistent with the MSA and applicable Service Orders,

unless required to do otherwise by applicable Data Protection Laws.

- 2.2.2. We act on your documented instructions in carrying out the Purpose, provided that we will not process personal data for any other purpose, or in a way that does not comply with the MSA, applicable Service Orders or the Data Protection Laws. We will notify you if, in our reasonable opinion, your instructions do not comply with the MSA, applicable Service Orders or the Data Protection Laws.

2.3. PROCESSING DETAILS

Details regarding the relevant processing in terms of this DPA are set out in Schedule 1.

2.4. COMPLIANCE WITH LAWS

- 2.4.1. Each Party will comply with all laws, rules and regulations applicable to it and binding on it in the performance of this DPA, including the Data Protection Laws.
- 2.4.2. We may not share any Client Data that we process on your behalf with a third party except, in each case, as necessary to maintain or provide the Root Services or as necessary to comply with the law or a valid and binding order of a competent authority (such as a subpoena or court order). If an authority sends us a demand for Client Data, we will attempt to redirect the authority to request that data directly from you. As part of that effort, we may provide your contact information or your representatives' contact information to the authority. If compelled to disclose Client Data to an authority, then we will give you reasonable notice of the demand to allow you to seek an appropriate remedy unless we are legally prohibited from doing so.

2.5. CONFIDENTIALITY

The confidentiality provisions applicable to the Parties, including personal data, are set out in clause 9.3 of the MSA.

2.6. SECURITY CONTROLS

The provisions relating to security measures that we will maintain are set out in clause 9.4 of the MSA.

2.7. AUDIT

The provisions relating to your rights to audit us and our compliance with the MSA and this DPA are set out in clause 9.5 of the MSA.

2.8. DATA BREACH NOTIFICATION

We will notify you without undue delay, but in any event within 72 hours of becoming aware, of any breach relating to Client Data that may require a notification to be made to a regulatory authority or data subject under the Data Protection Laws or which we are required to notify you of under the Data Protection Laws (a [Data Breach Incident](#)). To enable you to notify a Data Breach Incident to the relevant authorities, we will cooperate with and assist you by including in the notification such information about the Data Breach Incident that we are able to disclose to you, taking into account the nature of the processing, the information available to us and any restrictions on disclosing the information such as confidentiality.

2.9. SUB-PROCESSORS

- 2.9.1. You acknowledge and agree that us or our Affiliates involved in providing the Root Services may engage third-party sub-processors in connection with the provision of the Root Services and that such engagement may require us or our Affiliates to share Client Data (including personal data of your data subjects) with such sub-processors in connection with the Purpose, for example: to communicate with you or your Users, enable you to communicate with your Users or End Users, host data, deploy and manage applications or provide certain features or functionality. You acknowledge that certain sub-processors may be located outside of your Account Country.
- 2.9.2. We undertake to enter into a written agreement with each sub-processor containing appropriate data protection safeguards, having regard to the nature of the services provided by such sub-processor and any requirements under the Data Protection Laws regarding cross-border transfers of personal data (to the extent applicable). Where personal data is processed outside of your Account Country, we will participate in a valid cross-border transfer mechanism under the applicable Data Protection Laws so that we (and, where appropriate, you) can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals so that data subjects have enforceable rights and effective legal remedies as required under applicable Data Protection Laws.
- 2.9.3. You provide general authorisation to our use of sub-processors to provide processing activities on Client Data on your behalf. As at the date this DPA is signed, the sub-processors

currently engaged by us and our Affiliates to process Client Data are listed in the table below, and you consent to the use and processing of Client Data by these sub-processors.

Sub-processor	Processing Activity	Location
Amazon Web Services AWS South Africa (Pty) Ltd	Platform data storage and hosting	Your primary data hosting location is as per your election set out in your Service Order
Atlassian Corporation Plc (Jira and Statuspage)	Support ticketing and change management software	UK
Datadog, Inc	Cloud monitoring and observability platform	EU
Google Workspaces	Internal cloud storage provider and emails	EU
Individual contractors	Customer support contractors	Philippines
MessageBird UK Limited (Pusher)	Push notifications	EU
Mixpanel, Inc	Data insights and analytics	EU
Root Software (Pty) Ltd	Customer support, Professional Services and ancillary operational support	South Africa
SendGrid (subsidiary of Twilio, Inc)	System transactional emails	EU
Slack Technologies Limited	Instant messaging tool (customer support)	US
Tableau Software, LLC	Data analytics tool	UK
The Rocket Science Group LLC t/a Mailchimp (Mandrill)	System transactional emails	US
Zendesk, Inc	Customer support ticketing	EU
Twilio, Inc	System transactional SMSes Only if you use customer notifications service (SMSes) in the UK, EEA, Middle East, Asia Oceania or Africa (excluding South Africa)	US
Clickatell	System transactional SMSes Only if you use customer notifications service (SMSes) in South Africa	EU

- 2.9.4. We will provide you with 15 days prior written notice of any changes to sub-processors. If you reasonably object to the change, we will work with you in good faith to resolve the objection. If no resolution is reached within 15 days of our notice, you may terminate the affected service on 30 days' written notice to us.

2.10. RIGHTS OF DATA SUBJECTS

- 2.10.1. We will, to the extent legally permitted, promptly notify you of any complaint, dispute or request we receive from a data subject for whom you are responsible in relation to personal data, such as a data subject's right of access, right to rectification and erasure, right to object to processing or limit processing (a [Data Subject Request](#)).
- 2.10.2. We will not respond to a Data Subject Request ourselves, except that you authorise us to redirect the Data Subject Request as necessary to allow you to respond directly.
- 2.10.3. Taking into account the nature of the processing, we will, upon your request, take appropriate and reasonable technical and organisational measures to assist you in responding to such Data Subject Request, to the extent that we are legally permitted to do so and the response is required under the Data Protection Laws. To the extent legally permitted, you will be responsible for any costs arising from our provision of such assistance, including any fees associated with providing additional Root Services.

2.11. DATA PROTECTION IMPACT ASSESSMENTS AND PRIOR CONSULTATION

We will provide reasonable assistance to you with data protection impact assessments and prior consultations with any competent data privacy authorities, which are reasonably required by Data Protection Laws, and solely in relation to the processing by us of your Client Data, taking into account the nature of the processing conducted by us and the information available to us.

2.12. DELETION OR RETURN OF CLIENT DATA

You have the right to access your Client Data and any other personal data of which you are the controller (or responsible party) on termination of the MSA, in accordance with clause 9.2 of the MSA. Upon termination of the MSA, you will have the right and responsibility to export all Client Data (including personal data) within 60 days of termination of the MSA as provided in clause 3.2.1.2 of the MSA. Thereafter, we will delete your Client Data and any other personal data of which you are the controller within 60 days of termination of the MSA as provided in clause 3.2.1.2 of the MSA, provided that we may be required to retain copies of such data in order to comply with our legal obligations.

3. MISCELLANEOUS

3.1. GOVERNING LAW AND DISPUTES

This DPA will be governed by the governing law applicable to the MSA, as provided for in the MSA.

3.2. SEVERABILITY

If any provision of this DPA is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If modification is not possible, the

relevant provision will be deemed deleted. Any modification to or deletion of a provision under this clause does not affect the validity and enforceability of the rest of this DPA.

3.3. ENTIRE AGREEMENT

This DPA constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements and negotiations with respect to the subject matter of this DPA. No variation of any term of this DPA will be effective unless signed by or on behalf of each of the Parties.

3.4. COUNTERPARTS

This DPA may be signed in separate counterparts, which together constitute one and the same agreement as at the date of signature of the Party last signing one of the counterparts.

SCHEDULE 1 - PROCESSING DETAILS

Subject matter	The subject matter of the data processing under this DPA is Client Data, which may include personal data.
Duration	As between you and us, the duration of the processing under this DPA is determined by you.
Purpose	The purpose of the processing under this DPA is the provision of Root Services initiated by you from time to time, as described in more detail in clause 2.2.1.
Nature of the processing	Compute, storage and such other Root Services as described in a Service Order read with the MSA, and initiated by you from time to time. This may include granting access to the Root Insurance Platform and the Root Services, providing you, your Users and End Users with support, billing you for using the Root Services and processing your payment, and providing the Root Services including creating your policy documents, creating your insurance quotes, enabling you to manage your relationship with End Users, Policyholders (and their beneficiaries), and processing policy payments and claims.
Type of Client Data	The Client Data processed via the Root Services under your Root Organisation. This may include your name, registration and contact details, your representatives' names and contact details, your Users' and End Users' login credentials and the personal data of your Policyholders and their beneficiaries.
Categories of data subjects	Data subjects include your customers, Policyholders and their beneficiaries, your employees, suppliers, Users and End Users.

SIGNED:

Name:

for and on behalf of:

Who warrants his/her authority

Date:

Name:

for and on behalf of:

Who warrants his/her authority

Date: