

# SYNDIGO EUROPE DATA PROCESSING ADDENDUM

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**Version:** 2

**Last updated:** February 17, 2023

## Clients

This Syndigo Europe Data Processing Addendum (this “**Addendum**”), including its Exhibits (as defined in Section 12), is entered into by and between (1) the Syndigo LLC Affiliate (“**Syndigo**”) signing the Syndigo Europe Data Processing Addendum Accession Agreement or the Syndigo Europe SAS Data Processing Addendum Accession Agreement and (2) the Client (“**Client**”) signing the Syndigo Europe Data Processing Addendum Accession Agreement or the Syndigo Europe SAS Data Processing Addendum Accession Agreement (each, a “**Party**” and, collectively, the “**Parties**”) as of the later of the signature dates included in the Syndigo Europe Data Processing Addendum Accession Agreement, or the later of the signature dates included in an agreement that incorporates by reference this Addendum (the “**Effective Date**”).

This Addendum forms part of the Syndigo Master Client Agreement or other mutually executed agreements (the “**Agreement**”) between Syndigo or one of the Syndigo Affiliates and the Client applicable to Syndigo’s provision of Services (as defined below) to the Client. Except where the context requires otherwise, references in this Addendum to the Agreement are to the Agreement as amended or supplemented by, and including, this Addendum.

### RECITALS

**WHEREAS**, the Parties entered into the Agreement and have retained the power to alter, amend, revoke, or terminate the Agreement as provided in the Agreement;

**WHEREAS**, the Parties now wish to amend the Agreement to ensure that Personal Data (as defined below) transferred between the Parties is Processed in compliance with applicable data protection principles and legal requirements.

**NOW, THEREFORE**, in consideration of the mutual agreements set forth in this Addendum, the Parties agree as follows:

#### 1. Definitions

- 1.1. Capitalized definitions not otherwise defined herein shall have the meaning given to them in the Agreement. Except as modified or supplemented below, the definitions of the Agreement shall remain in full force and effect.
- 1.2. For the purpose of interpreting this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:
  - (a) “**Affiliate**” means any entity within a controlled group of companies that directly or indirectly, through one or more intermediaries, is controlling, controlled by, or under common control with one of the Parties.
  - (b) “**Applicable Data Protection Laws**” means all laws and regulations applicable to the Processing of Personal Data under the Agreement, including laws of the European Union (or any member state thereof) and the laws of any other country, province, or state to

which the Processing of the Personal Data is subject, including the laws specified in **Exhibit B** hereto.

- (c) “**Client**” means the party that has entered into this Addendum with Syndigo as indicated in the opening paragraph of this Addendum.
  - (d) “**Client Personal Data**” means any Personal Data Processed by Syndigo or a Contracted Processor on behalf of the Client (where the client is the Controller) pursuant to or in connection with the Agreement. For the avoidance of doubt, the Personal Data processed by Syndigo or a Contracted Processor to respond to customer support queries is not considered Client Personal Data;
  - (e) “**Contracted Processor**” means any third party appointed by or on behalf of Syndigo to Process Personal Data on behalf of the Client in connection with the Agreement.
  - (f) “**GDPR**” or “**General Data Protection Regulation**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 “on the Protection of Natural Persons with Regard to the Processing of Personal Data and on the Free Movement of Such Data, and Repealing Directive 95/46/EC,” as may be amended from time to time.
  - (g) “**Personal Data Recipient**” means Syndigo, a Contracted Processor, or both collectively.
  - (h) “**Restricted Transfer**” means any transfer of Personal Data subject to Applicable Data Protection Laws to Third Country (as defined under **Exhibit B** for each type of Restricted Transfer) or an international organization in a Third Country (as defined under **Exhibit B** for each type of Restricted Transfer) (including data storage on foreign servers).
  - (i) “**Services**” means the services and other activities carried out by or on behalf of Syndigo for the Client pursuant to the Agreement.
  - (j) “**Standard Contractual Clauses**” are the model clauses for Restricted Transfers adopted by the relevant authorities of the jurisdictions indicated in **Exhibit B**, as further defined and specified therein.
- 1.3. The terms “**Controller**”, “**Data Subject**”, “**Data Processor**” or “**Joint Controller**”, “**Processor**”, “**Member State**”, “**Personal Data**”, “**Personal Data Breach**”, “**Processing**” and “**Sub-Processor**” shall have the same meaning as in the GDPR (although shall apply per the terms of Section 2.1), and their cognate terms shall be construed accordingly.

## 2. Applicability

- 2.1. This Addendum will apply to the Processing of all Client Personal Data described in **Exhibit A**, regardless of country of origin, place of Processing, location of Data Subjects, or any other factor.

## 3. Processing and Disclosure of Client Personal Data

- 3.1. In the context of this Addendum and its exhibits, with regard to the Processing of Client Personal Data, the Client acts as a Controller and Syndigo acts as a Processor.
- 3.2. Syndigo shall:
- (a) comply with all Applicable Data Protection Laws in the Processing of Client Personal Data;
  - (b) Process Client Personal Data solely on the Client’s relevant documented instructions (including with regard to international transfers of Client Personal Data), unless such Processing is required by Applicable Data Protection Laws to which the relevant Personal Data Recipient is subject, in which case Syndigo shall, to the extent permitted by

Applicable Data Protection Laws, inform the Client of that legal requirement before the respective act of Processing of that Client Personal Data;

- (c) only conduct transfers of Client Personal Data in compliance with all applicable conditions, as laid down in Applicable Data Protection Laws;
- (d) not retain, delete, or otherwise Process Client Personal Data contrary to or in the absence of the direct instructions of the Client, provided, however, that the Client expressly and irrevocably authorizes such retention, deletion, or other Processing if and to the extent required or allowed by Applicable Data Protection Laws; and
- (e) immediately inform the Client in the event that, in Syndigo's opinion, a Processing instruction given by the Client may infringe Applicable Data Protection Laws.

3.3. The Client instructs Syndigo (and authorizes Syndigo to instruct each Contracted Processor) to Process Client Personal Data, and, in particular, transfer Client Personal Data to any country or territory, as reasonably necessary for the provision of the Services and consistent with the Agreement and this Addendum, and in particular to Contracted Processors. The Client acknowledges that the transfers of Client Personal Data to Contracted Processors are essential for the provision of the Services and accepts all liability for those transfers.

3.4. The Client represents and warrants that it has all necessary rights to provide the Client Personal Data to Syndigo for the purpose of Processing such data within the scope of this Addendum and the Agreement. Within the scope of the Agreement and in its use of the Services, the Client shall be solely responsible for complying with the statutory requirements relating to data protection and privacy, in particular regarding the disclosure and transfer of Client Personal Data to Syndigo and the Processing of Client Personal Data.

#### **4. Syndigo Personnel**

- 4.1. Syndigo shall take reasonable steps to ensure the reliability of any of its employees, agents, or contractors who may have access to Client Personal Data.
- 4.2. Syndigo shall ensure that access to Client Personal Data is strictly limited to those individuals who need to know or access it, as strictly necessary to fulfill the documented Processing instructions given to Syndigo by the Client or to comply with Applicable Data Protection Laws.
- 4.3. Syndigo shall ensure that all such individuals are subject to formal confidentiality undertakings, professional obligations of confidentiality, or statutory obligations of confidentiality.

#### **5. Security of Processing**

- 5.1. Taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of Processing, as well as the risk of varying likelihood and severity to the rights and freedoms of natural persons, Syndigo shall, with regard to Client Personal Data, implement and maintain appropriate technical, administrative, and organizational security measures to ensure a level of security appropriate to that risk, as well as assist the Client with regard to ensuring compliance with the Client's obligations pursuant to the Applicable Data Protection Laws.
- 5.2. In assessing the appropriate level of security, Syndigo shall take account, in particular, of the risks that are presented by the nature of such Processing activities, and particularly those related to possible Personal Data Breaches.
- 5.3. The Client is responsible for reviewing information made available by Syndigo relating to data security and making an independent determination as to whether the listed security

measures pertaining to the Services meet the Client's requirements and legal obligations under Applicable Data Protection Laws. The Client acknowledges that the security measures are subject to technical progress and development and that Syndigo may update or modify the security measures from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the Services purchased by the Client.

- 5.4. Notwithstanding the above, the Client agrees that, except as provided by this Addendum, the Client is responsible for its secure use of the Services, including, but not limited to, securing its account authentication credentials and protecting the security of the Client Personal Data when in transit to and from the Services.

## **6. Sub-processing**

- 6.1. The Client authorizes Syndigo and Syndigo LLC to appoint (and permit each Contracted Processor appointed in accordance with this Section 6 to appoint) Contracted Processors in accordance with this Section 6 and any possible further restrictions, as set out in the Agreement.
- 6.2. Syndigo may continue to use those Contracted Processors already engaged by Syndigo or any of its Affiliates as of the date of this Addendum, subject to Syndigo meeting the obligations set out in Section 6.4. The list of Syndigo's Contracted Processors as of the Effective Date is available at <https://www.syndigo.com/subscription/clients/subprocessors/>.
- 6.3. Syndigo shall provide the Client prior written notice of the appointment of any new Contracted Processor by updating the list of Syndigo Contracted Processors. If the Client requires prior notification of any updates to the list of Contracted Processors, the Client can subscribe to receive updates. If, within thirty (30) days of posting of each such notice, the Client notifies Syndigo in writing of any reasonable objections to the proposed appointment, Syndigo shall not appoint or disclose any Client Personal Data to that proposed Contracted Processor until reasonable steps have been taken to address the objections raised by the Client and, in turn, the Client has been provided with a reasonable written explanation of the steps taken to account for any such objections. If the Client, nevertheless, objects to the proposed appointment, it shall be entitled to terminate the Agreement as a remedy.
- 6.4. With respect to each Contracted Processor, Syndigo shall:
  - (a) carry out adequate due diligence to ensure that the Contracted Processor is capable of providing the level of protection and security for Client Personal Data required by this Addendum, the Agreement, and Applicable Data Protection Laws before the Contracted Processor first Processes Personal Data or, where applicable, in accordance with Section 6.2; and
  - (b) where required under the terms of **Exhibit B**, ensure that the arrangement between Syndigo and any prospective Contracted Processor is governed by a written contract that includes terms which offer at least the same level of protection for Client Personal Data as those set out in this Addendum (excluding its Exhibits).

## **7. Rights of the Data Subjects**

- 7.1. Taking into account the nature of the Processing, Syndigo shall assist the Client by implementing appropriate technical, administrative, and organizational measures, insofar as this is possible, for the fulfilment of the Client's obligations, as reasonably understood by the Client, to respond to requests to exercise rights of the Data Subjects under Applicable Data Protection Laws.
- 7.2. With regard to the rights of the Data Subjects within the scope of this Section 7, Syndigo shall:

- (a) promptly notify the Client if any Personal Data Recipient receives a request from a Data Subject under any Applicable Law with respect to Client Personal Data; and
- (b) ensure that the Personal Data Recipient does not respond to that request, except on the documented instructions of the Client, or as required by Applicable Data Protection Laws to which the Personal Data Recipient is subject, in which case Syndigo shall, to the extent permitted by Applicable Data Protection Laws, inform the Client of that legal requirement before the Personal Data Recipient responds to the request.
- (c) Client shall provide Syndigo with instructions to respond to the request within five (5) days from the day Syndigo notified the Client of the request. If the Client does not provide such instructions within five (5) business days, Syndigo shall be authorized to provide the Client's contact details to the Data Subject in order to allow the Data Subject to submit their request directly to the Client.

## **8. Personal Data Breach**

- 8.1. Syndigo shall notify the Client without undue delay upon Syndigo becoming aware of a Personal Data Breach affecting Client Personal Data under Syndigo's direct control or upon Syndigo being notified of a Personal Data Breach affecting Personal Data under the direct control of a Contracted Processor. The notification to the Client will include sufficient information to allow the Client to meet any applicable obligations pursuant to the Applicable Data Protection Laws (such as to report to the supervisory authorities or any other competent authorities or inform the Data Subjects of the Personal Data Breach).
- 8.2. Syndigo shall cooperate with the Client and take all reasonable commercial steps to assist the Client in the investigation, mitigation, and remediation of each such Personal Data Breach.
- 8.3. Syndigo's notification of or response to a Personal Data Breach under this Section 8 will not be construed as an acknowledgement by Syndigo of any fault or liability with respect to the Personal Data Breach.

## **9. Data Protection Impact Assessment and Prior Consultation**

- 9.1. Syndigo shall provide the Client with relevant information and documentation with regard to any data protection impact assessments, and prior consultations with supervisory authorities, when the Client reasonably considers that such data protection impact assessments or prior consultations are required pursuant to Applicable Data Protection Laws, but in each such case solely with regard to Processing of Client Personal Data by, and taking into account the nature of the Processing and information available to Syndigo.

## **10. Deletion or Return of Client Personal Data**

- 10.1. Upon termination or expiration of the Agreement, Syndigo shall, upon the Client's written request received by Syndigo within twenty-one (21) days of termination of the Service, at the choice of the Client, return or delete Client Personal Data and copies of such data in its custody and control, unless and only to the extent Applicable Data Protection Laws prevents it from returning or destroying all or part of Client Personal Data. For clarification, depending on the service plan purchased by the Client, access to export functionality may incur additional charge(s) and require purchase of an upgrade of the Services.
- 10.2. If Syndigo does not receive the Client's written request within twenty-one (21) days of termination of the Services, Syndigo shall delete Client Personal Data in accordance with Syndigo's data deletion policies and procedures. The Client expressly consents to such deletion.

## 11. Audit Rights

- 11.1. Where the Client is entitled to and desires to review Syndigo's compliance with this Addendum and the Applicable Data Protection Laws, the Client may request, and Syndigo will provide (subject to obligations of confidentiality), a copy of Syndigo's most recent System and Organization Controls (SOC) 2 Report or ISO 27001 certificate relevant to the Services, or any other relevant audit report Syndigo might have been issued.
- 11.2. If the Client, after having reviewed such audit report(s) and/or certificate(s), still reasonably deems that it requires additional information, Syndigo shall allow for and contribute to audits by the Client or an auditor mandated by the Client with regard to the Processing of the Client Personal Data by Syndigo, provided such audit will be conducted (1) during regular business hours; (2) without interfering with Syndigo's business operations or causing Syndigo to breach any legal or contractual obligation to which it is subject; (3) upon prior written notice received in a timely fashion and further consultation with Syndigo; (4) all subject to obligations of confidentiality; (5) at most, once a year; and (6) restricted to Client Personal Data. For the avoidance of doubt, audit means the provision of relevant documentation, email exchanges and interviews with members of the Syndigo Privacy Team.
- 11.3. The Client will bear its own expenses and agrees to pay Syndigo, upon receipt of invoice, a reasonable fee based on the time spent, as well as to account for the materials expended, in relation to the Client exercising its rights under this Section 11 or the Standard Contractual Clauses.

## 12. Exhibits to the Addendum

- 12.1. The Addendum includes the following exhibits (each, an "**Exhibit**", and together, "**Exhibits**"):
  - (a) **Exhibit A** (Details of Processing)
  - (b) **Exhibit B** (Jurisdiction Specific Terms)
- 12.2. From time to time, Syndigo may unilaterally update the terms included in the Exhibits listed in Section 12.1 by posting updated terms to the page(s) where such Exhibits are posted. If the Client does not object to the updated Exhibit within fourteen (14) days from the date the update was posted, the Client will be deemed to have consented to the updated Exhibit. Syndigo shall only update the Exhibits as follows:
  - (a) Syndigo may only unilaterally update the terms of **Exhibit A** to reflect changes to the details of Processing of Client Personal Data that may arise from changes to the Services or to provide additional information required to conclude the Standard Contractual Clauses.
  - (b) Syndigo may only unilaterally update the terms of **Exhibit B** to reflect changes in or additions to Applicable Data Protection Laws to which the Processing is subject (or may be subject to).
- 12.3. In case of any conflict or ambiguity between the terms of **Exhibit B** and any other terms of the body of this Addendum, the applicable terms of **Exhibit B** will take precedence.
- 12.4. Syndigo shall provide Client notification of changes to the Exhibits by offering Client a mechanism to subscribe to updates to the Exhibits.

## 13. Restricted Transfers

- 13.1. Restricted Transfers of Client Personal Data within the scope of this Addendum shall be conducted in accordance with the applicable terms and requirements of **Exhibit B**.

#### **14. No Selling of Client Personal Data**

- 14.1. Syndigo acknowledges and confirms that it does not receive any Client Personal Data as consideration for any Services or other items that Syndigo provides to the Client. The Client retains all rights and interests in its Client Personal Data. The Client agrees to refrain from taking any action that would cause any transfers of Client Personal Data to or from Syndigo to qualify as selling Client Personal Data under Applicable Data Protection Laws.

#### **15. Indemnification**

- 15.1. The Client agrees to indemnify and hold harmless Syndigo and its officers, directors, employees, agents, affiliates, successors, and permitted assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind which Syndigo may sustain as a consequence of the breach by the Client of its obligations pursuant to the Applicable Data Protection Laws or this Addendum.

#### **16. General Terms**

- 16.1. This Addendum supersedes and replaces all prior and contemporaneous proposals, statements, sales materials or presentations, and agreements, oral and written, with regard to the subject matter of this Addendum, including any prior data processing addenda entered into between Syndigo and the Client.
- 16.2. All clauses of the Agreement that are not explicitly amended or supplemented by the clauses of this Addendum remain in full force and effect and shall apply, as long as this does not contradict with compulsory requirements of Applicable Data Protection Laws under this Addendum.
- 16.3. In the event of any conflict between the Agreement (including any annexes and appendices thereto) and this Addendum, the provisions of this Addendum shall control.
- 16.4. Should any provision of this Addendum be found legally invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Addendum will continue in effect.
- 16.5. If Syndigo determines that it can no longer meet any of its obligations in accordance with this Addendum, it shall promptly notify the Client of that determination, and cease the Processing or take other reasonable and appropriate steps to remediate.
- 16.6. If you are accepting the terms of this Addendum on behalf of an entity, you represent and warrant to Syndigo that you have the authority to bind that entity and its affiliates, where applicable, to the terms and conditions of this Addendum.

#### **17. Data Protection Officer**

- 17.1. The Data Protection Officer of Syndigo is:

**VeraSafe, LLC**

100 Street S.E., Suite 600

Washington, D.C. 20003

USA

Phone: +1 (617) 398-7067

Email: [experts@verasafe.com](mailto:experts@verasafe.com)

Web: <https://www.verasafe.com/about-verasafe/contact-us/>

## **18. Data Protection Representative**

18.1. The United Kingdom (“UK”) Representative of Syndigo pursuant to Article 27 of the UK GDPR (as defined in the Jurisdiction Specific Terms located in **Exhibit B**) is:

**VeraSafe United Kingdom Ltd.**

37 Albert Embankment

London SE1 7TL

United Kingdom Email: [experts@verasafe.com](mailto:experts@verasafe.com)

Web: <https://www.verasafe.com/about-verasafe/contact-us/>

## **19. Notices under the Addendum**

19.1. Notices to Syndigo under the Addendum shall be directed to [privacy@syndigo.com](mailto:privacy@syndigo.com).

19.2. Client shall provide the contact details for the purpose of receiving notices under the Addendum to [privacy@syndigo.com](mailto:privacy@syndigo.com).

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# Exhibit A

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## Details of Processing

1. Further details of the Processing, in addition to the ones laid down in the Agreement and this Addendum, include:
  - 1.1. The subject matter of the Processing of Client Personal Data is:
    - (a) The subject matter of the Processing of Client Personal Data pertains to the provision of Services (content and brand management services), as requested by the Client.
  - 1.2. The duration of the Processing of Client Personal Data is:
    - (a) The duration of the Processing of Client Personal Data is generally determined by the Client and is further subject to the terms of this Addendum and the Agreement, respectively, in the context of the contractual relationship between Syndigo or one of its Affiliates and the Client.
  - 1.3. The nature and purpose of the Processing of Client Personal Data is:
    - (a) The purpose of Processing of Personal Data is to:
      - (i) provide the Data Subjects with access to the Services
      - (ii) enable the Data Subject's use of the Services
      - (iii) notify the Data Subjects about changes to the Services
  - 1.4. The categories of Client Personal Data to be Processed are:
    - (a) Biographical information (such as first and last name)
    - (b) Professional information (such as role/job title and company name)
    - (c) Contact information (such as username, email address, physical address, phone number, and username)
    - (d) Web analytics data (such as data obtained with session and persistent cookies)
    - (e) Information voluntarily provided by the Data Subjects in free-text boxes
    - (f) Password (hashed)
  - 1.5. The Special Categories of Client Personal Data to be Processed, and the applied restrictions to the Processing of such Special categories of Personal Data are:
    - (a) No special categories of Client Personal Data are to be Processed.
  - 1.6. The categories of Data Subjects to whom the Client Personal Data relates are:

- (a) The Client's employees or contractors authorized by the Client to use the Services
  - (b) Any additional users of the Services authorized by the Client to use the Services
  - (c) The Client's business partners or contacts authorized by the Client to use the Services
- 1.7. Description of the technical, administrative, and organizational security measures implemented by Syndigo can be found at <https://syndigo.com/security-and-reliability/>.
- 1.8. With respect to Processing activities carried out by Contracted Processors: Syndigo has a vendor management procedure that includes an exhaustive review of data processing agreements against the requirements of Data Protection Laws and a security audit which includes review of relevant information security certifications such as SOC 2 audit reports, ISO 27001 certifications, completion of security questionnaires and review of supporting documentation.
- 1.9. The basic Processing activities to which the Client Personal Data will be subject include, without limitation:
- (a) Collection, organization, storage, adaptation or alteration as requested by the Client or the Data Subjects, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, erasure, or destruction for the purpose of providing the Services to the Client in accordance with the terms of the Agreement.
- 1.10. The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis):
- (a) The frequency of the transfer of Client Personal Data is determined by the Client. Client Personal Data may be transferred each time that Client instructs Syndigo to process Personal Data.
- 1.11. Maximum data retention periods, if applicable:
- (a) The retention period of Client Personal Data is generally determined by the Client and is subject to the term of this Addendum and the Agreement, respectively, in the context of the contractual relationship between Syndigo and the Client.
- 1.12. Further Processing:
- (a) Syndigo and its Contracted Processors shall not carry out further Processing on Client Personal Data.
- 1.13. The following is deemed an instruction by the Client to Process Client Personal Data in the following manners:
- (a) Processing in accordance with the Agreement;
  - (b) Processing initiated by Data Subjects in their use of the Services; and
  - (c) Processing to comply with other reasonable documented instructions provided by the Client (e.g., via email) where such instructions are consistent with the terms of the Agreement.

# Exhibit B

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## Jurisdiction Specific Terms

### 1. European Economic Area

#### 1.1. Definitions.

- (a) **“EU 2021 Standard Contractual Clauses”** means the contractual clauses adopted by the 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.
- (b) **“European Economic Area” (“EEA”)** means the EU Member States, and Iceland, Liechtenstein, and Norway.
- (c) **“Restricted Transfer of EEA Personal Data”** means any transfer of Personal Data subject to the GDPR which is undergoing Processing or is intended for Processing after transfer to a Third Country (as defined below) or an international organization (including data storage on foreign servers).
- (d) **“Standard Contractual Clauses”** (as used in the Addendum) includes the EU 2021 Standard Contractual Clauses.
- (e) **“Third Country”** means a country outside of the EEA.

#### 1.2. Agreements with Contracted Processors

- (a) Syndigo shall ensure that the arrangement between Syndigo or any of its Affiliates and any prospective Contracted Processor is governed by a written contract that includes data protection obligations that offer at least the same level of protection for Personal Data as those set out under the Addendum (excluding its Exhibits). Client agrees that older versions of the Standard Contractual Clauses concluded between Syndigo and Contracted Processor offer at least the same level of protection for Personal Data as those set out under the Addendum (excluding its Exhibits).
- (b) When transferring Personal Data between Syndigo Affiliates, Syndigo shall implement supplementary measures to the EU 2021 Standard Contractual Clauses. Client may request a copy of the supplementary measures included in the Amended Syndigo Intra-Group Data Processing Agreement by contacting [privacy@syndigo.com](mailto:privacy@syndigo.com), and Syndigo shall provide it.

### 2. California

#### 2.1. Definitions.

- (a) **“Applicable Data Protection Laws”** (as used in the Addendum) includes the California Consumer Privacy Act of 2018, Assembly Bill 375 of the California House of Representatives, an act to add Title 1.81.5 (commencing with Section 1798.100) to Part 4 of Division 3 of the Civil Code, relating to privacy and approved by the California Governor

on June 28, 2018 (“**CCPA**”) and the California Consumer Privacy Act Regulations (“**CCPA Regulations**”), , as may be amended from time to time.

- (b) “**Business Purpose**” (as used in this Section) shall have the same meaning as in the CCPA.
  - (c) “**Commercial Purpose**” (as used in this Section) shall have the same meaning as in the CCPA.
  - (d) “**Controller**” (as used in the Addendum) includes “**Business**” as defined under the CCPA.
  - (e) “**Data Subject**” (as used in the Addendum) includes “**Consumer**” as defined under the CCPA.
  - (f) “**Personal Data**” (as used in the Addendum) includes “**Personal Information**” as defined under the CCPA.
  - (g) “**Personal Data Breach**” (as used in the Addendum) includes “**Breach of the Security of the System**” as defined under the CCPA.
  - (h) “**Processor**” (as used in the Addendum) includes “**Service Provider**” as defined under the CCPA.
- 2.2. The Client discloses Client Personal Data to Syndigo solely for: (i) valid Business Purposes as permitted by the Applicable Data Protection Laws; and (ii) to enable Syndigo to perform the Services under the Agreement.
- 2.3. Syndigo shall not: (i) sell or share Client Personal Data, as the terms are understood under Applicable Data Protection Laws; (ii) retain, use, or disclose Client Personal Data for a Commercial Purpose other than providing the Services specified in the Agreement or as otherwise permitted by Applicable Data Protection Laws; nor (iii) retain, use, or disclose Personal Data except where permitted under the Agreement between the Client and Syndigo or as otherwise permitted by applicable laws. Syndigo certifies that it understands these restrictions and will comply with them.
- 2.4. Agreements with Contracted Processors.
- (a) Syndigo shall ensure that the arrangement between Syndigo and any prospective Contracted Processor is governed by a written contract that includes data protection obligations that offer at least the same level of protection for Client Personal Data as those set under this Section 2. Client agrees that agreements between Contracted Processors and Syndigo that do not specifically include Client Personal Data governed by the CCPA provide data protection obligations compatible with those of Syndigo under the Addendum and this Section 2.

### 3. Canada

#### 3.1. Definitions.

- (a) “**Applicable Data Protection Laws**” (as used in the Addendum) includes the Canadian Federal Personal Information Protection and Electronic Documents Act (“**PIPEDA**”).

- (b) **“Contracted Processor”** (as used in the Addendum) includes **“Third Party Organization”** as defined under PIPEDA.
  - (c) **“Personal Data”** (as used in the Addendum) includes **“Personal Information”** as defined under PIPEDA.
  - (d) **“Personal Data Breach”** (as used in the Addendum) includes **“Breach of Security Safeguards”** as defined under PIPEDA.
- 3.2. The Client confirms that it has obtained a valid consent (as defined under PIPEDA) where necessary to Process Client Personal Data of each Data Subject.
- 3.3. Agreements with Contracted Processors.
- (a) Syndigo shall ensure that the arrangement between Syndigo and any prospective Contracted Processor is governed by a written contract that includes data protection obligations that offer at least the same level of protection for Client Personal Data as those set out under the Addendum (excluding its Exhibits) and this Section 3. Client agrees that agreements between Syndigo and Contracted Processors that do not specifically include Client Personal Data governed by PIPEDA provide data protection obligations compatible with those of Syndigo under the Addendum and this Section 3.

#### 4. Switzerland

- 4.1. **“Applicable Data Protection Laws”** (as used in the Addendum) includes the Federal Act on Data Protection of 19 June 1992 (**“FADP”**) and the Ordinance to the Federal Act on Data Protection (**“OFADP”**), as may be amended from time to time.
- 4.2. **“EU 2021 Standard Contractual Clauses”** means the contractual clauses adopted by the 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.
- 4.3. **“Controller”** (as used in the Addendum) includes **“Controller of the Data File”** as defined under the FADP.
- 4.4. **“Personal Data”** (as used in the Addendum) includes **“Personal Data”** as defined under the FADP.
- 4.5. **“Processing”** (as used in the Addendum) includes **“Processing”** as defined under the FADP.
- 4.6. **“Restricted Transfer of Swiss Personal Data”** means any transfer of Personal Data (including data storage in foreign servers) subject to the FADP to a Third Country or an international organization.
- 4.7. **“Standard Contractual Clauses”** (as used in the Addendum) includes the EU 2021 Standard Contractual Clauses.
- 4.8. **“Supervisory Authority”** (as used in the Addendum) includes the Federal Data Protection and Information Commissioner.
- 4.9. Agreements with Contracted Processors

- (a) Syndigo shall ensure that the arrangement between Syndigo or any of its Affiliates and any prospective Contracted Processor is governed by a written contract that includes data protection obligations that offer at least the same level of protection for Personal Data as those set out under the Addendum (excluding its Exhibits). Client agrees that older versions of the Standard Contractual Clauses concluded between Syndigo and Contracted Processors offer at least the same level of protection for Personal Data as those set out under the Addendum (excluding its Exhibits).
- (b) When transferring Personal Data between Syndigo Affiliates, Syndigo shall implement supplementary measures to the EU 2021 Standard Contractual Clauses. Client may request a copy of the supplementary measures included in the Amended Syndigo Intra-Group Data Processing Agreement by contacting [privacy@syndigo.com](mailto:privacy@syndigo.com), and Syndigo shall provide it.

## 5. United Kingdom

### 5.1. Definitions.

- (a) **“Applicable Data Protection Laws”** (as used in the Addendum) includes the Data Protection Act 2018 and the UK GDPR (as defined below).
- (b) **“UK GDPR”** (as used in this Section) means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 “on the Protection of Natural Persons with Regard to the Processing of Personal Data and on the Free Movement of Such Data (General Data Protection Regulation)” as has been amended, adopted, and forming part of the law of England, Wales, Scotland, and Northern Ireland by virtue of Section 3 of the European Union (Withdraw) Act 2020.
- (c) **“UK Restricted Transfer”** includes any transfer of Personal Data (including data storage in foreign servers) subject to the UK GDPR to a Third Country or an international organization.

### 5.2. Agreements with Contracted Processors

- (a) Syndigo shall ensure that the arrangement between Syndigo or any of its Affiliates and any prospective Contracted Processor is governed by a written contract that includes data protection obligations that offer at least the same level of protection for Personal Data as those set out under the Addendum (excluding its Exhibits). Client agrees that older versions of the Standard Contractual Clauses concluded between Syndigo and Contracted Processors offer at least the same level of protection for Personal Data as those set out under the Addendum (excluding its Exhibits).
- (b) When transferring Personal Data between Syndigo Affiliates, Syndigo shall implement supplementary measures to the EU 2021 Standard Contractual Clauses. Client may request a copy of the supplementary measures included in the Amended Syndigo Intra-Group Data Processing Agreement by contacting [privacy@syndigo.com](mailto:privacy@syndigo.com), and Syndigo shall provide it.

## 6. Brazil

- 6.1. **“Applicable Data Protection Laws”** (as used in the Addendum) includes the LGPD (as defined below).

- 6.2. **“Controller”** (as used in the Addendum) includes **“Controlador”** as defined under the LGPD
- 6.3. **“LGPD”** means Lei Geral de Proteção de Dados, Law No. 13.709 of 14 August 2018, Brazil’s General Data Protection Law.
- 6.4. **“Personal Data Breach”** (as used in the Addendum) includes **“Incidente de segurança”** as used under the LGPD.
- 6.5. **“Processor”** includes **“Operador”** as defined under the LGPD.