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Data Processing Addendum

This Data Processing Addendum ("**DPA**") sets forth the terms and conditions applicable to the processing of Personal Data by COGEP Inc. ("**Service Provider**") in the performance of the Services. This DPA is incorporated into and made part of the agreement(s) for services between Service Provider and Customer (as identified in the signature block) ("**Agreement**").

1. DEFINITIONS.

    a. **CCPA**: The California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 *et seq*., as amended.
    b. **Components**: As defined in Section 12(a).
    c. **Data Protection Laws**: Any applicable security and privacy laws and regulations, including, without limitation, the CCPA and GDPR.
    d. **Data Subject**: An identified or identifiable natural person protected by Data Protection Laws.
    e. **Data Subject Rights**: Any request by an individual concerning their Personal Data pursuant to the Data Protection Laws.
    f. **GDPR**: As defined in Section 5.
    g. **Personal Data**: Any information relating to a Data Subject, or the meaning assigned to the terms "personal data", "personal information" and/or similar applicable terms under Data Protection Laws, and in each case processed by Service Provider or a sub-processor in connection with the Services.
    h. **Personal Data Breach**: The accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data.
    i. **Relevant Terms**: As defined in Section 9.
    j. **Services:** The services and other activities to be supplied to, or carried out for, the Customer, pursuant to the Agreement, by or on behalf of Service Provider.

2. INSTRUCTIONS. Service Provider shall process Personal Data only in accordance with this DPA (including but not limited to Section 11 (Data Processing Details)), the Agreement, as requested for the Services, and other documented written instructions provided by Customer and accepted by Service Provider after the entry into force of this DPA. If applicable law requires Service Provider to process Personal Data in a manner contrary to Customer's instructions, Service Provider shall inform Customer of that legal requirement, unless that law prohibits the disclosure to Customer.

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3. DATA SUBJECT ACCESS RIGHTS. Service Provider shall reasonably assist Customer upon request with the fulfillment of Data Subject Rights under the Data Protection Laws. Service Provider shall promptly notify Customer if it receives a request concerning Data Subject Rights.

4. CCPA. Where Customer is a "business" as defined and covered by the CCPA, or a "service provider" to such a business, the following section applies: Service Provider shall be a service provider to Customer under the CCPA. Service Provider will not: (i) "sell" or "share" Personal Data, as "sell" and "share" are defined in the CCPA; (ii) retain, use, or disclose Personal Data for any purpose other than for the specific purpose of performing the Services specified in the Agreement, including retaining, using, or disclosing the Personal Data for a commercial purpose other than providing the services specified in the Agreement, or as permitted by the CCPA; (iii) retain, use, or disclose the Personal Data outside of the direct business relationship between Service Provider and Customer, or as permitted by the CCPA; or (iv) combine Personal Data with personal information which it receives from or on behalf of another person or persons, or collects from its own interaction with a consumer. Service Provider shall comply with all applicable sections of the CCPA, including providing the same level of privacy protection as required of businesses. Service Provider shall notify Customer if it determines it can no longer comply with its obligations under the CCPA. Customer may no more than once annually request Service Provider to certify compliance with its data protection obligations under this section, and if Service Provider will not certify compliance, Customer may take reasonable and appropriate steps to remediate any unauthorized use of Personal Data and suspend Service Provider's access to Personal Data.

5. GDPR. The following section applies where (i) Customer is established in the European Economic Area (as defined in GDPR) or United Kingdom or Switzerland, or (ii) where Customer's use of the Services is otherwise subject to Regulation (EU) 2016/679 or its United Kingdom equivalent (collectively "**GDPR**") with respect to any personal data processed by Service Provider in connection with the provision of the Services. Service Provider shall act as a processor to Customer and comply with the provisions of Article 28(3) of the GDPR as set forth in this DPA.

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6. SECURITY.

   a. Security Measures. Service Provider shall maintain a written information security program and implement technical and organizational security measures designed to ensure a level of security for Personal Data appropriate to the risk.
   b. Encryption. To the extent practicable, Service Provider shall design its processing to use industry standard secure encryption at rest and in transit in connection with Personal Data.
   c. Personnel. Service Provider shall obtain reasonable assurances from its personnel to maintain the confidentiality of the Personal Data, such as a confidentiality or non-disclosure agreement.
   d. Physical Security. Service Provider shall maintain hosting at a secure data center facility with access restrictions, monitoring, security staff, and other physical security measures.
   e. Service Provider Access. Personal Data is subject to physical or logical segregation from the Personal Data of other customers. Service Provider maintains user management and authentication practices, including access grants on the principle of least privilege, periodic reviews of its personnel access, and prompt removal of the access of departing personnel.
   f. Disaster Recovery; Backups – Service Provider data centers shall have redundant power, provisions against fire and natural disasters, and other reasonable measures designed for the reliability of the data center. If expressly agreed as part of the Services, Service Provider shall maintain periodic backups designed for recovery of damaged Services and Personal Data.
   g. Changes. Service Provider and its sub-processors may change the technical and organizational measures in effect from time to time so long as it does not materially reduce the overall level of privacy and security protection offered by the technical and organizational measures.

7. PERSONAL DATA BREACH. Service Provider shall promptly investigate and respond to any Personal Data Breach. Service Provider shall notify Customer within 48 (forty eight) hours in the event it is aware of a Personal Data Breach. Service Provider shall provide to Customer any information from its investigation necessary to comply with Data Protection Law concerning breach notifications as well as reasonable information requested by Customer concerning the Personal Data Breach.

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8. DATA DESTRUCTION. DATA DESTRUCTION. Upon termination or expiration of the Services, Service Provider shall make Personal Data available to Customer for retrieval for thirty (30) days. Following expiration of the retrieval period, Service Provider shall promptly render all Personal Data inaccessible through encryption or secure isolation and shall complete deletion of all Personal Data within ninety (90) days of the termination or expiration of the Services, except insofar as applicable laws require Service Provider to retain Personal Data.

9. SUB-PROCESSORS. Service Provider may engage sub-processors as necessary to perform the Services, and Service Provider's sub-processors may engage sub-processors. Customer authorizes Service Provider and Service Provider's sub-processors to use their current sub-processors for the Services. Service Provider shall inform Customer of any changes to the sub-processors and provide an opportunity to object to such changes. With respect to each sub-processor, Service Provider shall have a written contract with substantially the same terms as this DPA to the extent required by Data Protection Laws ("**Relevant Terms**"). Service Provider shall be responsible for any breach by such sub-processor of any of the Relevant Terms, to the extent required under Data Protection Law. If Service Provider takes control of Personal Data, Customer authorizes Service Provider to transfer any Personal Data concerning Data Subjects to the country of its data center.

10. AUDITS. Service Provider shall make available to Customer reasonable information concerning its compliance with this DPA and Data Protection Laws, or concerning the Services which are necessary for Customer to comply with Data Protection Laws, in response to reasonable written requests by Customer. Where required by Data Protection Laws, and where the foregoing is insufficient for such purpose, Service Provider shall permit upon reasonable advance written notice, Customer to conduct an audit or inspection at Customer's cost during regular business hours no more than once per calendar year.

11. DATA PROCESSING DETAILS. The parties set out below a description of the Personal Data being processed under the Agreement and further details required pursuant to Data Protection Laws.

Subject Matter of the Processing	Service Provider's provision of the Services to Customer.
Nature and purpose of Processing	The collection and storage of Personal Data pursuant to providing the Services to Customer.
Types of Personal Data	Personal Data that Customer in its discretion provides for the Services or Service Provider is directed to collect.
Sensitive Personal Data and applied restrictions	None
Categories of Data Subject	Data Subjects may include any persons (including, without limitation, employees, members, customers, or suppliers) about whom Personal Data is provided to Service Provider for the Services by, or at the direction of, Customer (including its authorized users).
Duration of Processing	For the duration of the Agreement, or until the processing is no longer necessary for the purposes.

12. MISCELLANEOUS.

a. Customer Obligations. Customer has full control over the Personal Data processed and is responsible for complying with its Data Protection Laws, for assessing whether the use of the Services meets its compliance and contractual obligations, and for obtaining all rights, authorizations, and consents for the processing of Personal Data. Customer is solely responsible for the security of Personal Data on Customer systems. Customer is responsible for the security of its passwords and the actions of its user accounts. If the Services involve third-party components that are not purchased by Service Provider ("**Components**"), Customer is solely responsible for such Components. Unless otherwise expressly

agreed and defined in a statement of work as part of the Agreement, or required to comply with Data Protection Laws, no processing of Personal Data by Customer's systems is covered by this DPA.

b. Interpretation. The provisions of this DPA shall be subject to the provisions of the Agreement, provided that, in the event of a direct conflict concerning data protection between the provisions of this DPA and the Agreement, this DPA shall control. Notwithstanding any language to the contrary herein or elsewhere, the limitations of liability, and specifically the aggregate liability cap, in the Agreement shall apply to this DPA.

c. No Third-Party Beneficiaries. No provision of this DPA is intended to benefit any person or party not a party to this DPA, nor shall any person or entity not a party to this DPA have any right to seek to enforce or recover any right or remedy with respect hereto.