Data Processing Addendum

Last modified: February 3, 2025

Introduction

This Data Processing Addendum ("DPA") forms part of the Software as a Service Agreement ("Agreement") between you ("Controller," "Customer," "you," or "your") and 4 Impact Data Corporation ("Processor"). This DPA governs the processing of Personal Data in compliance with applicable data protection laws.

1. Definitions.
   a. "Personal Data" means information relating to an identifiable natural person, including name, phone number, and email address.
   b. "Controller" means the entity that determines the purposes and means of processing Personal Data.
   c. "Processor": The entity that processes Personal Data on behalf of the Controller.
   d. "Sub-Processor" means any third party engaged by the Processor to process Personal Data.
   e. "Applicable Data Protection Laws" means all laws and regulations relating to the processing of Personal Data, including the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA).

2. Scope and Purpose of Processing.
   a. Data Subject Categories: Individual users, customers, or prospects of the Controller.
   b. Data Types: Limited to name, phone number, and email address.
   c. Processing Activities: Collection, storage, and transfer of Personal Data to authorized Sub-Processors.
   d. Processor shall process Personal Data solely to fulfill obligations under the Agreement and in accordance with the documented instructions of the Controller.

3. Processor Obligations
   a. Compliance: Processor shall comply with all applicable data protection laws.
   b. Confidentiality: Processor shall ensure that individuals authorized to process Personal Data are subject to confidentiality obligations.
   c. Security Measures: Processor shall implement appropriate technical and organizational measures to protect Personal Data against unauthorized access, loss, or damage.

d. Assistance: Processor shall assist the Controller in ensuring compliance with data protection obligations, including responding to Data Subject Rights requests.

4. <u>Sub-Processing</u>.
   a. Processor may engage Sub-Processors to process Personal Data on behalf of the Controller, provided:
      i. The Controller has given prior written authorization.
      ii. The Sub-Processor is bound by obligations equivalent to those in this DPA.
   b. Processor shall maintain an up-to-date list of Sub-Processors and notify the Controller of any changes.

5. <u>Data Subject Rights</u>. Processor shall assist the Controller in responding to requests from Data Subjects to exercise their rights under applicable data protection laws, including access, rectification, deletion, and data portability.

6. <u>Data Breach Notification</u>.
   a. Processor shall notify the Controller without undue delay upon becoming aware of a Personal Data Breach.
   b. The notification shall include sufficient information to assist the Controller in fulfilling its breach reporting obligations.

7. <u>Data Transfers</u>.
   a. Processor shall not transfer Personal Data outside the jurisdiction in which it was collected without ensuring compliance with applicable data transfer mechanisms, such as Standard Contractual Clauses or an adequacy decision under GDPR.

8. <u>Retention and Deletion.</u>
   a. Upon termination or expiration of the Agreement, Processor shall delete or return all Personal Data to the Controller, unless retention is required by law.

9. <u>Liability and Indemnification</u>.
   a. Processor shall be liable for breaches of this DPA only to the extent of its obligations under the Agreement, except in cases of gross negligence or willful misconduct.
   b. Processor shall indemnify the Controller for any damages arising directly from its breach of this DPA.

10. <u>Governing Law</u>. This DPA shall be governed by and construed in accordance with the governing law specified in the Agreement.

11. Miscellaneous
    a. This DPA is subject to periodic review and may be updated to align with changes in applicable data protection laws.
    b. In the event of a conflict between this DPA and the Agreement, the terms of this DPA shall prevail with respect to data protection matters.