

## Data Processing Addendum

Last update July 19, 2024

Your use of certain services and products from VIVERSE Limited (including its affiliates, "VIVERSE") may involve processing personal information. To the extent that the applicable agreement, such as the **VIVERSE FOR BUSINESS ENTERPRISE AGREEMENT**, ("**Agreement**") state that VIVERSE process personal information as Your processor, these Data Processing Addendum (including its appendices, the "Addendum") apply.

General Terms

### 1 Overview

This Addendum describes the parties' obligations, including under applicable privacy, data security, and data protection laws, with respect to the processing and security of Customer Data (as defined below). This Addendum will be effective on the Addendum Effective Date (as defined below), and will replace any terms previously applicable to the processing and security of Customer Data. Capitalized terms used but not defined in this Addendum have the meaning given to them in the Agreement.

### 2 Definitions

#### 2.1 In this Addendum:

2.1.1 "Addendum Effective Date" means the earlier date on which You accepted, VIVERSE provides the applicable Services, or the parties otherwise agreed to, this Addendum.

2.1.2 "Applicable Privacy Law" means, as applicable to the processing of Customer Personal Data, any national, federal, European Union, state, provincial or other privacy, data security, or data protection law or regulation.

2.1.3 "Customer Data" has the same meaning in the Agreement.

2.1.4 "Customer Personal Data" means the personal data contained within the Customer Data, including any special categories of personal data or sensitive data defined under Applicable Privacy Law.

2.1.5 "Data Incident" means a breach of VIVERSE's security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data on systems managed by or otherwise controlled by VIVERSE.

2.1.6 "EU GDPR" 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.
- 2.1.7 “European Data Protection Law” means, as applicable: (a) the GDPR; or (b) the Swiss FADP.
- 2.1.8 “European Law” means, as applicable: (a) EU or EU Member State law (if the EU GDPR applies to the processing of Customer Personal Data); (b) the law of the UK or a part of the UK (if the UK GDPR applies to the processing of Customer Personal Data); or (c) the law of Switzerland (if the Swiss FADP applies to the processing of Customer Personal Data).
- 2.1.9 “GDPR” means, as applicable: (a) the EU GDPR; or (b) the UK GDPR.
- 2.1.10 “VIVERSE’s Third-Party Auditor” means a VIVERSE -appointed, qualified and independent third-party auditor, whose then-current identity VIVERSE will disclose to You.
- 2.1.11 “Instructions” has the meaning given in Section 5.2 (Compliance with Your Instructions).
- 2.1.12 “Notification Email Address” means the email address(es) designated by You in the Agreement or writing from You to receive certain notifications from VIVERSE.
- 2.1.13 “Security Measures” has the meaning given in Section 6.1.1 (VIVERSE’s Security Measures).
- 2.1.14 “Services” has the same meaning in the Agreement.
- 2.1.15 “Subprocessor” means a third party authorized as another processor under this Addendum to process Customer Data in order to provide parts of the Services.
- 2.1.16 “Supervisory Authority” means, as applicable: (a) a “supervisory authority” as defined in the EU GDPR; or (b) the “Commissioner” as defined in the UK GDPR or the Swiss FADP.
- 2.1.17 “Swiss FADP” means, as applicable, the Federal Act on Data Protection of 19 June 1992 (Switzerland) (with the Ordinance to the Federal Act on Data Protection of 14 June 1993) or the revised Federal Act on Data Protection of 25 September 2020 (Switzerland) (with the Ordinance to the Federal Act on Data Protection of 31 August 2022).
- 2.1.18 “Term” means the period from the Addendum Effective Date until the end of VIVERSE’s provision of the Services, including, if applicable, any period during which provision of the Services may be suspended and any post-termination period during which VIVERSE may continue providing the Services for transitional purposes.
- 2.2 The terms “personal data”, “data subject”, “processing”, “controller”, and “processor” as used in this Addendum have the meanings given by

Applicable Privacy Law or, absent any such meaning or law, by the EU GDPR.

2.3 The terms “data subject”, “controller” and “processor” include “consumer”, “business”, and “service provider”, respectively, as required by Applicable Privacy Law.

### 3 Duration

Regardless of whether the applicable Agreement has terminated or expired, this Addendum will remain in effect until, and automatically expire when, the duration specified in this Addendum ends.

### 4 Roles; Legal Compliance

4.1 Roles of Parties. VIVERSE is a processor and You are a controller, or VIVERSE is a sub-processor and You are a processor, as applicable, of Customer Personal Data.

4.2 Compliance with Law. Each party will comply with its obligations related to the processing of Customer Personal Data under Applicable Privacy Law.

### 5 Data Processing

#### 5.1 If You are a processor:

5.1.1 You warrant on an ongoing basis that the relevant controller has authorized:

5.1.1.1 the Instructions;

5.1.1.2 Your engagement of VIVERSE as another processor; and.

5.1.1.3 VIVERSE’s engagement of Subprocessors as described in Section 10 (Subprocessors);

5.1.2 You will forward to the relevant controller promptly and without undue delay any notice provided by VIVERSE under Section 6.2.1 (Incident Notification), 8.2.1 (Responsibility for Requests), or 10.4 (Opportunity to Object to Subprocessors); and

5.1.3 You may make available to the relevant controller any other information made available by VIVERSE under this Addendum about the locations of VIVERSE data centers or the names, locations and activities of Subprocessors.

5.2 Compliance with Your Instructions. You instruct VIVERSE to process Customer Data in accordance with the Agreement (including this Addendum) and applicable law only as follows:

5.2.1 to provide, secure, and monitor the Services; and

5.2.2 as further specified via:

5.2.2.1 Your use of the Services; and

5.2.2.2 any other written instructions given by You and acknowledged by VIVERSE as constituting instructions under this Addendum

(collectively, the “Instructions”).

5.3 VIVERSE will comply with the Instructions unless prohibited by European Law, where European Data Protection Law applies, or prohibited by applicable law, where any other Applicable Privacy Law applies.

5.4 VIVERSE will process the personal data only for the specific purpose(s) of the processing, as set out in this Addendum, unless it receives further instructions from the controller.

## 6 Data Security

6.1 VIVERSE’s Security Measures, Controls and Assistance.

6.1.1 VIVERSE’s Security Measures. VIVERSE will implement and maintain technical, organizational, and physical measures to protect Customer Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access as described in Appendix 1 (Security Measures) (the “Security Measures”). The Security Measures include measures help ensure ongoing confidentiality, integrity, availability. VIVERSE may update the Security Measures from time to time provided that such updates do not result in a material reduction of the security of the Services. In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the risks involved for the data subjects. If the processing involves sensitive data defined under Applicable Privacy Law, VIVERSE will apply specific restrictions and/or additional safeguards.

6.1.2 Access and Compliance. VIVERSE will:

6.1.2.1 authorize its employees, contractors and Subprocessors to access Customer Data only as strictly necessary to comply with Instructions; and

6.1.2.2 ensure that all persons authorized to process Customer Data are under an obligation of confidentiality.

6.1.3 VIVERSE’s Security Assistance. VIVERSE will (taking into account the nature of the processing of Customer Personal Data and the information available to VIVERSE) assist You in ensuring compliance with its (or, where You are a processor, the relevant controller’s) obligations relating to security and personal data breaches under Applicable Privacy Law, by:

6.1.3.1 implementing and maintaining the Security Measures in accordance with Section 6.1.1 (VIVERSE’s Security Measures);

6.1.3.2 complying with the terms of Section 6.2 (Data Incidents);

6.1.3.3 providing the information contained in the applicable Agreement (including this Addendum); and

6.1.3.4 if subsections above are insufficient for You (or the relevant controller) to comply with such obligations, upon Your request, providing You with additional reasonable cooperation and assistance.

## 6.2 Data Incidents.

6.2.1 Incident Notification. VIVERSE will notify You promptly and without undue delay after becoming aware of a Data Incident, and promptly take reasonable steps to minimize harm and secure Customer Data.

6.2.2 Details of Data Incident. VIVERSE's notification of a Data Incident will describe: the nature of the Data Incident including Your resources impacted; the measures VIVERSE has taken, or plans to take, to address the Data Incident and mitigate its potential risk; the measures, if any, VIVERSE recommends that You take to address the Data Incident; and details of a contact point where more information can be obtained. If it is not possible to provide all such information at the same time, VIVERSE's initial notification will contain the information then available and further information will be provided without undue delay as it becomes available.

6.2.3 No Assessment of Customer Data by VIVERSE. VIVERSE has no obligation to assess Customer Data in order to identify information subject to any specific legal requirements.

6.2.4 No Acknowledgement of Fault by VIVERSE. VIVERSE's notification of or response to a Data Incident under this Section 6.2 (Data Incidents) will not be construed as an acknowledgement by VIVERSE of any fault or liability with respect to the Data Incident.

## 6.3 Your Security Responsibilities and Assessment.

6.3.1 Your Security Responsibilities. Without prejudice to VIVERSE's obligations under Sections 6.1 (VIVERSE's Security Measures, Controls and Assistance) and 6.2 (Data Incidents), and elsewhere in the applicable Agreement, You are responsible for Your use of the Services and storage of any copies of Customer Data outside VIVERSE's or VIVERSE's Subprocessors' systems, including:

6.3.1.1 using the Services to ensure a level of security appropriate to the risk to the Customer Data;

6.3.1.2 securing the account authentication credentials, systems and devices You use to access the Services; and

- 6.3.1.3 backing up or retaining copies of its Customer Data as appropriate.
- 6.3.2 Your Security Assessment. You agree that the Services, Security Measures, and VIVERSE's commitments under this Section 6 (Data Security) provide a level of security appropriate to the risk to Customer Data (taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of Customer Data as well as the risks to individuals).
- 6.4 Reviews and Audits of Compliance.
  - 6.4.1 Your Audit Rights.
    - 6.4.1.1 Audit. VIVERSE will, if required under Applicable Privacy Law, allow You or an independent auditor appointed by You to conduct audits (including inspections) to verify VIVERSE's compliance with its obligations under this Addendum in accordance with Section 6.4.2 (Additional Business Terms for Reviews and Audits). During an audit, VIVERSE will reasonably cooperate with You or Your auditor as described in this Section 6.4 (Reviews and Audits of Compliance).
    - 6.4.2 Additional Business Terms for Reviews and Audits.
      - 6.4.2.1 You must contact VIVERSE's Team to request: an audit under Section 6.4.1.1.
      - 6.4.2.2 VIVERSE and You will discuss and agree in advance on: the reasonable start date, scope and duration of and security and confidentiality controls applicable to any audit under Section 6.4.1.1.
      - 6.4.2.3 VIVERSE may charge a fee (based on VIVERSE's reasonable costs) for any audit under Section 6.4.1.1. VIVERSE will provide You with further details of any applicable fee, and the basis of its calculation, in advance of any such audit. You will be responsible for any fees charged by any auditor appointed by You execute any such audit.
- 7 VIVERSE will make available to You all information that is reasonably necessary to demonstrate VIVERSE's compliance with its obligations as a processor under the Addendum.
- 8 Access; Data Subject Rights; Data Export
  - 8.1 Access; Rectification; Restricted Processing; Portability. During the Term, VIVERSE will enable You, in a manner consistent with the functionality of the Services, to access, rectify and restrict processing of Customer Data, and to export Customer Data. If You become aware that any Customer Personal

Data is inaccurate or outdated, You will be responsible for using such functionality to rectify or delete that data if required by Applicable Privacy Law.

## 8.2 Data Subject Requests.

8.2.1 Responsibility for Requests. During the Term, if VIVERSE receives a request from a data subject that relates to Customer Personal Data and identifies You, VIVERSE will:

8.2.1.1 advise the data subject to submit their request to You;

8.2.1.2 notify You without undue delay; and

8.2.1.3 not otherwise respond to that data subject's request without authorization from You.

8.2.1.4 You will be responsible for responding to any such request including, where necessary, by using the functionality of the Services.

8.2.2 VIVERSE's Data Subject Request Assistance. VIVERSE will (taking into account the nature of the processing of Customer Personal Data) assist You in fulfilling its (or, where You are a processor, the relevant controller's) obligations under Applicable Privacy Law to respond to requests for exercising the data subject's rights by:

8.2.2.1 complying with Sections 8.1 (Access; Rectification; Restricted Processing; Portability) and 8.2.1 (Responsibility for Requests); and

8.2.2.2 if subsections above are insufficient for You (or the relevant controller) to comply with such obligations, upon Your request, providing You with additional reasonable cooperation and assistance.

## 9 Data Processing Locations and International transfers

9.1 Any transfer of data to a third country or an international organisation by VIVERSE shall be done only on the basis of documented instructions from the controller or in order to fulfil a specific requirement under Union or Member State law to which the processor is subject and shall take place in compliance with Chapter V of Regulation (EU) 2016/679 or Regulation (EU) 2018/1725.

9.2 You agree that where VIVERSE engages a sub-processor in accordance with Addendum for carrying out specific processing activities (on behalf of the You) and those processing activities involve a transfer of personal data within the meaning of Chapter V of Regulation (EU) 2016/679, the processor and the sub-processor can ensure compliance with Chapter V of

Regulation (EU) 2016/679 by using standard contractual clauses adopted by the Commission in accordance with of Article 46(2) of Regulation (EU) 2016/679, provided the conditions for the use of those standard contractual clauses are met.

## 10 Subprocessors

10.1 Consent to Subprocessor Engagement. You specifically authorize VIVERSE's engagement as Subprocessors of VIVERSE's affiliates as of the Addendum Effective Date. In addition, without prejudice to Section 10.3 (Opportunity to Object to Subprocessors), You generally authorize VIVERSE's engagement of other third parties as Subprocessors ("New Subprocessors").

10.2 Requirements for Subprocessor Engagement. When engaging any Subprocessor, VIVERSE will:

10.2.1 ensure that:

10.2.1.1 the Subprocessor only accesses and uses Customer Data to the extent required to perform the obligations subcontracted to it, and does so in accordance with the applicable Agreement (including this Addendum); and

10.2.1.2 if required under Applicable Privacy Laws, the data protection obligations described in this Addendum are imposed on the Subprocessor; and

10.2.2 remain fully liable for all obligations subcontracted to, and all acts and omissions of, the Subprocessor.

10.3 Opportunity to Object to Subprocessors. When VIVERSE engages any New Subprocessor during the Term, VIVERSE will, at least 30 days before the New Subprocessor starts processing any Customer Data, notify You of the engagement (including the name, location and activities of the New Subprocessor).

## 11 Data Protection Team; Processing Records

11.1 Data Protection Team. VIVERSE's Data Protection Team will provide reasonable assistance with any Your queries related to processing of Customer Data under the applicable Agreement and can be contacted as described in the Notices section of the applicable Agreement.

11.2 Requests. During the Term, if VIVERSE' receives a request or instruction from a third party purporting to be a controller of Customer Personal Data, VIVERSE will advise the third party to contact You.

## 12 Notices

Notices under this Addendum (including notifications of any Data Incidents) will be delivered to the Notification Email Address. You are responsible to ensure that



Notification Email Address remains current and valid.

### 13 Interpretation

13.1 Precedence. To the extent of any conflict between: this Addendum and the remainder of the Agreement, this Addendum will prevail.

13.2 For clarity, if You have more than one Agreement, this Addendum will amend each of the Agreements separately.

13.3 Section References. Unless indicated otherwise, section references in any Appendix to this Addendum refer to sections of the General Terms of the Addendum.

## **Appendix 1: Security Measures**

As per the Addendum Effective Date, where it is applicable, VIVERSE will implement and maintain the applicable Security Measures described in Appendix 1.

### **Data Processing Activities**

#### **1. If VIVERSE is accessing to Personal Data:**

- use reasonable controls to prevent unauthorized access to personal data;

#### **2. If VIVERSE transmit Personal Data:**

- encrypt all personal data in internet transmission;

#### **3. If VIVERSE store Personal Data:**

- destroy all hard-copy documents when no longer in use and maintain a record of the destruction of such documents;
- maintain a secure space for the purposes of storing and sharing personal data;
- ensure that Processor's secure space is accessible only by the individuals involved in the specific project collaborated with data exporter by logging the identity of each individual, and terminate an individual's access to the secure space upon termination of employment or when it is no longer necessary for such individual to access personal data.