DATA PROCESSING ADDENDUM

1.1 The following definitions and rules of interpretation apply in this Data Processing Addendum:

"Applicable Laws" means applicable laws, statutes, regulations from time to time in force: (i) which apply to the Customer; and (ii) that apply to the activities under or pursuant to this DPA, including performance and supply of the Services under the MSA;

"Business Hours" means between 08:00 and 18:00 on a Business Day;

"Business Day" means any weekday, other than a bank or public holiday in England;

"Customer Personal Data" means any Personal Data Processed by Unily or its Sub-processors pursuant to or in connection with this DPA and the MSA;

"Customer Affiliate" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Customer, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;

"CCPA" means the California Consumer Privacy Act of 2018 together, as amended by the California Privacy Rights Act of 2020 (CPRA), and the California Consumer Privacy Act Regulations, with any subordinate legislation or regulations;

"DPA" means this Data Processing Addendum;

"Data Protection Laws" means any applicable laws, legislation, or other legal requirements relating to data protection, data security, or privacy that apply to the processing of Customer Personal Data; and (a) UK GDPR, the Data Protection Act 2018 (DPA 2018), the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; (b) EU Data Protection Laws, and; (c) the CCPA; (d) the US Data Protection Laws;

"EEA Restricted Transfer" means a transfer of the Customer Personal Data from the EEA to a third country or an international organisation outside the EEA where such transfer requires an appropriate safeguard under applicable Data Protection Laws;

"EU Standard Contractual Clauses" means the latest standard contractual clauses approved by the European Commission for the transfer of Personal Data from Controllers to Processors established in third countries under the EU GDPR;

"EU Data Protection Laws" means the EU GDPR, as implemented, or supplemented into domestic legislation of each EEA Member State;

"EU GDPR" means EU General Data Protection Regulation 2016/679;

"MSA" means the Master Subscription Agreement between Unily and the Customer for the provision of the Services;

"Services" means the services and other activities to be supplied to or carried out by or on behalf of Unily for Customer pursuant to the MSA;

"Sub-processor" means any person (including any third party and any Unily Affiliate, but excluding an employee of Unily or of any of its Sub-processors) appointed by or on behalf of Unily to Process Personal Data on behalf of Customer in connection with the DPA, and, the Unily Sub-Processors approved by the Customer in accordance with Clause 7 (*Sub-processors*);

"Supervisory Authorities" means, as applicable, the Commissioner and/or an EEA "supervisory authority" (as defined in Article 4 of the EU GDPR);

"UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018;

"UK Standard Contractual Clauses" means the International Data Transfer Agreement, issued by the ICO, and/or International Data Transfer Addendum to the EU Standard Contractual Clauses, issued by the Commissioner, as amended or replaced from time to time under applicable Data Protection Laws;

"UK Restricted Transfer" means a transfer of the Customer Personal Data from the UK to a third country or an international organisation outside the UK where such transfer requires an appropriate safeguard under applicable Data Protection Laws;

"Unily Affiliate" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Unily, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;

"Unily Group Member" means Unily or any Unily Affiliate;

"US Data Protection Laws" means all U.S. laws, rules, regulations, directives, federal or state, currently in effect and as they become effective, relating to privacy, data protection or data security, that are applicable to Customer Personal Data;

The terms, **"Commissioner"**, **"Controller"**, **"Criminal Offence Data"**, **"Data Subject"**, **"Personal Data"**, **"Personal Data Breach"**, **"Process"**, **"Processing"**, and **"Secretary of State"**, **"Special Category Personal Data"** shall have the same meanings as in the Data Protection Laws and cognate terms shall be construed accordingly.

Any other terms that are not defined in this DPA shall have the meaning provided under the MSA or Applicable Laws.

1.2 This DPA is subject to the terms of the MSA (and, to the extent required Unily's UK Standard Contractual Clauses and EU Standard Contractual Clauses) and each is incorporated into the MSA. In the event of any conflict or inconsistency between this DPA and the EU or UK Standard Contractual Clauses, the UK or EU Standard Contractual Clauses (as applicable) shall prevail. In the event of any conflict or inconsistency between this DPA and its Appendices the DPA shall prevail. In the event of any conflict, inconsistency or ambiguity between the terms of the MSA and this DPA, the terms of MSA shall prevail.

1.3 The Appendices form part of this DPA and will have effect as if set out in full in the body of this DPA. Any reference to this DPA includes the Appendices.

1.4 Reference to writing or written includes email but not fax.

1.5 References to any statute or statutory provision includes any consolidation or re-enactment, modification or replacement of the same, any statute or statutory provision of which it is a consolidation, re-enactment, modification or replacement and any subordinate legislation in force under any of the same from time to time.

1.6 This DPA was last updated 16 May 2023. Unily reserves the right to periodically modify this DPA, and such modification will automatically become effective once published on our website. Archived versions of this DPA are available here.

2. UNILY CONTROLLER OBLIGATIONS

2.1 The Parties agree that where Unily Processes the Customer Personal Data as an independent Controller, each Party shall:

(a) comply with all the obligations imposed on a controller under the Data Protection Laws;

(b) assist the other Party, as may be reasonably necessary, in complying with all applicable requirements of the Data Protection Laws; and

(c) only allow an EEA Restricted Transfer or a UK Restricted Transfer, or other transfer of personal data where such transfer is in compliance with applicable Data Protection Laws.

2.2 The Customer acknowledges that Unily's privacy notice is available here.

3. UNILY PROCESSOR OBLIGATIONS

3.1 The Parties agree that where Unily Processes the Customer Personal Data as a Processor on behalf of the Customer, Unily shall:

(a) comply with all applicable Data Protection Laws when Processing Customer Personal Data;

(b) only Process Customer Personal Data as reasonably necessary for the provision of the Services in accordance with this DPA and the MSA;

(c) not Process Customer Personal Data other than on Customer's documented instructions unless Processing is required by Applicable Laws to which Unily is subject, in which case Unily shall, to the extent permitted by Applicable Laws, inform the Customer of that legal requirement before the Processing of that Personal Data;

(d) inform the Customer if, in its opinion, an instruction for Processing infringes Data Protection Laws; and

(e) assist the Customer with any data protection impact assessments and prior consultations with Supervisory Authorities or other competent authorities, taking into account the nature of the Processing and the information available to Unily.

3.2 The details of the Processing, including the subject-matter and duration of the Processing, the nature and purpose of the processing, the type of Personal Data and categories of Data Subjects, are specified in the appendices to this DPA.

4. CUSTOMER OBLIGATIONS

4.1 The Customer warrants, represents, and undertakes that:

(a) it has obtained, and shall maintain throughout the term of the MSA all necessary rights, permissions, registrations, and consents in accordance with and as required by Data Protection Laws and all Applicable Laws to enable the lawful Processing of the Customer Personal Data under this DPA;

(b) it is entitled to disclose the Customer Personal Data to Unily so that Unily may lawfully use, Process, and transfer the Customer Personal Data for the purposes set out in this DPA;

(c) it has a lawful basis and shall maintain a lawful basis for the duration of the DPA for the sharing and processing of the Customer Personal Data with Unily;

(d) all relevant third parties, including the applicable Data Subjects have been notified of, and have given their consent to the processing of Customer Personal Data by Unily, to the extent required by and in accordance with the Data Protection Laws;

(e) no Special Category Personal Data or Criminal Offence Data will be disclosed to Unily; and

(f) it is otherwise compliant with and will ensure its instructions to Unily for the Processing of Customer Personal Data comply in all respects with, Applicable Laws and Data Protection Laws.

4.2 The Customer shall indemnify, and keep indemnified, and hold harmless Unily for all costs, damages, judgments, fines, and fees (including reasonable legal fees) imposed on Unily as a result of or arising out of a breach of 4.1(a) to 4.1(f) by the Customer due to the Customer's gross negligence or wilful misconduct.

5. PERSONNEL

Unily shall ensure that all persons authorised by them to Process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

6. SECURITY

6.1 Unily shall implement and maintain appropriate technical and organisational measures, appropriate to the nature, scope, context and purposes of the Processing and the risk, to protect the Customer Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to the Customer Personal Data:

(a) the security measures are set out in Appendix 2 (*Security Measures*); and

(b) the Customer acknowledges that it has assessed the security measures set out in Appendix 2 as offering appropriate technical and organisational measures and security procedures and practices under the Data Protection Laws.

7. SUB-PROCESSORS

7.1 The Customer grants a general authorisation for Unily to appoint Sub-processors listed here: Unily Sub-Processors.

7.2 The Customer expressly consents to Unily's engagement of new Subprocessors (each a "New Subprocessor") subject to the terms set forth in this Clause 7. Unily shall provide the Customer with a mechanism to subscribe to updates to the Subprocessor list, to which the Customer shall subscribe, and Unily shall provide such updates at least thirty (30) days before any New Sub-processor(s) process the Customer Personal Data in connection with the provision of the Services.

7.3 If the Customer does not object in writing to the appointment of a New Subprocessor (on reasonable grounds relating to the protection of Customer Personal Data) within ten (10) days of Unily adding that New Subprocessor to the Unily Subprocessor List, the Customer agrees that it will be deemed to have authorised that New Subprocessor. If the Customer provides such a written objection to Unily, Unily will notify the Customer in writing within 30 days that either: (a) a commercially reasonable change to the Customer's configuration or use of the affected Services to avoid processing of Personal Data by the objected-to New Subprocessor can be made; or (b) that Unily is unable to make available such change. If the notification in paragraph (b) is given, in particular where the Customer objects to any Sup-processor that is essential to allow Unily to provide the Services then, Unily shall terminate the MSA and DPA in writing within 30 days' written notice.

7.4 Where a Sub-processor is appointed, Unily shall:

(a) ensure that the arrangements between Unily and such Sub-processors are governed by a written contract which imposes equivalent data protection obligations on the Processing of Customer Personal Data by the relevant Sub- processor as those set out in this DPA; and

(b) be responsible for the acts and omissions of any Sub-processor as it is to the Customer for its own acts and omissions in relation to the matters provided in the DPA.

8. PERSONAL DATA BREACH

8.1 Unily shall notify the Customer without undue delay (and in any event within twenty- four (24) Business Hours) upon Unily or any Sub-processor becoming aware of a Personal Data Breach affecting Customer Personal Data. Unily shall also assist the Customer as reasonably necessary and requested by the Customer for the purposes of the Customer satisfying its obligations to provide notice of the Personal Data Breach under the Data Protection Laws.

9. DATA SUBJECTS

9.1 Considering the nature of the Processing, Unily shall assist the Customer by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligations, as reasonably understood by Unily, to enable the Customer to respond to requests to exercise Data Subject rights under the Data Protection Laws.

10. AUDIT

10.1 Subject to the remainder of this Clause 10 (*Audit*), Unily will provide the Customer with such information, assistance and co-operation as may reasonably be required from time to time to establish Unily's compliance with the obligations contained in Data Protection Laws and this DPA that relate to the processing of the Customer Personal Data, and allow for and contribute to audits (subject to reasonable and appropriate confidentiality undertakings) including inspections, conducted by the Customer or the Customer's independent, third-party auditor provided that any audits and/or inspections are conducted in accordance with Clauses 10.2 to 10.5.

10.2 Neither the Customer nor any auditor(s) and/or inspector(s) shall have access to any data and personal data from Unily's other customers or to systems or facilities not involved in processing the Customer Personal Data under this DPA.

10.3 The Customer agrees that where it decides to exercise its audit rights in Clause 10.1, it shall:

(a) prior to requesting an inspection or audit pursuant to this Clause 10.1, take into account the relevant third-party certifications and audits already applicable to Unily;

(b) give Unily reasonable written notice, at least 60' Business Days in advance, of any assistance, information, and co-operation request and any request to conduct an audit or inspection under this Clause 10.1 within Business Hours, and will take (and ensure that each of its auditors/inspectors takes) reasonable measures to avoid and prevent any damage or injury and minimise any disruption from such audit or inspection.

10.4 An audit or inspection will be conducted no more than once annually during the term of the MSA, except where required by Supervisory Authorities or applicable Data Protection Laws.

10.5 The Customer shall bear the full costs of any such audits and inspections and shall reimburse Unily for reasonable costs and expenses incurred by Unily pursuant to such audits and inspections, including any time expended by Unily, its Unily Affiliates or its Subprocessors for any such audits or inspections at Unily's then-current services rates, which shall be made available to Customer upon request. If the Customer requests, Unily shall provide Customer with a copy of an independent auditor's report, to the extent permitted by applicable Data Protection Laws. Customer acknowledges that the report may be subject to confidentiality, non-disclosure and/or distribution limitations and may be subject to a reasonable fee.

11. DELETION OR RETURN OF DATA

The Customer hereby requests that Unily will delete all Customer Personal Data, after the end of the provision of the Services relating to the Processing of Customer Personal Data, and delete any existing copies of Customer Personal data, unless Applicable Laws require storage of Customer Personal Data. Where the Customer wishes to have any Customer Personal Data retuned the Customer shall give Unily 30 Business Days prior written notice.

12. RESTRICTED TRANSFERS

12.1 Where Customer Personal Data is subject to EU Data Protection Laws and/or the UK GDPR/DPA 2018 (as applicable), Unily will not allow Customer Personal Data to be transferred except for in accordance with Clause 12.

12.2 Unily shall only allow:

(a) an EEA Restricted Transfer where such Sub-processor recipient:

(i) is Processing Customer Personal Data in a territory that offers adequate protection as determined by the European Commission; or

(ii) enters into the EU Standard Contractual Clauses with Unily or the EU Standard Contractual Clauses are incorporated into an agreement, or otherwise entered into, between Unily and the proposed Sub-processor recipient. Unily shall take all other actions required to legitimise the transfer and ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required applicable Data Protection Laws.

(b) a UK Restricted Transfer where such Sub-processor recipient:

  (i) is Processing Customer Personal Data in a territory that offers adequate protection as determined by the Secretary of State; or

  (ii) enters into the UK Standard Contractual Clauses with Unily or the UK Standard Contractual Clauses are incorporated into an agreement, or otherwise entered into, between Unily and the proposed Sub-processor recipient. Unily shall take all other actions required to legitimise the transfer and ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by applicable Data Protections Laws.

12.3 an EEA Restricted Transfer or a UK Restricted Transfer where such transfer is subject to a derogation as set out in Article 49 of the UK GDPR and the EU GDPR, Unily shall also take all other actions required to legitimise the transfer and ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 49 of the UK GDPR and the EU GDPR.

13. OTHER INTERNATIONAL TRANSFERS

13.1 To the extent that any Processing of Customer Personal Data by Unily (or any of its Sub-processors) pursuant to this DPA may involve the transfer of such Customer Personal Data out of the country in which it is held and such transfer is not covered by Clause 12 (*Restricted Transfers*), Unily (or any Sub-processor) shall only transfer that Customer Personal Data where the Customer has provided its written consent to such transfer. Transfers shall only be permissible where any measures required under Data Protection Laws are in place and remain valid.

14. INVALIDITY

Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

15. CONTINUING EFFECT

Except as modified in accordance with this DPA, the terms of the MSA shall remain in full force and effect.

16. LIABILITY

16.1 Subject to Clause 16.3(b), restrictions on liability in this Clause 16 include every kind of liability arising under or in connection with this DPA including liability in contract, tort, under statute or otherwise (including liability

arising from negligence). The limits and exclusions in this clause reflect the insurance cover Unily has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

16.2   Nothing in this DPA excludes or limits any liability which cannot legally be limited or excluded, including liability for:

(a)   death or personal injury caused by negligence; and

(b)   fraud or fraudulent misrepresentation.

16.3   Subject to Clause 16.2 (liabilities which cannot legally be excluded or limited), Unily's aggregate liability to the Customer:

(a)   for loss arising from Unily's failure to comply with its Processing obligations under this DPA shall not exceed £1,000,000 (One Million Great British Pounds); and

(b)   for all other loss or damage shall be as set out in the MSA.

16.4   The cap on Unily's liability in this DPA shall be reduced by:

(a)   payments of an uncapped liability;

(b)   amounts awarded or agreed to be paid under the MSA; and

(c)   amounts awarded by a court or arbitrator, using their procedural or statutory powers in respect of costs of proceedings or interest for late payment.

16.5   Subject to Clause 16.2 (liabilities which cannot legally be limited), Unily is not liable to the Customer for any:

(a)   loss of profits;

(b)   loss of sales or business;

(c)   loss of agreements or contracts;

(d)   loss of anticipated savings;

(e)   loss arising from any breach by Unily of this DPA which is attributable to the Customer's instructions to Unily or the Customer's fault;

(f)   loss of use or corruption of software, data or information;

(g)   loss of or damage to goodwill; and

(h)   indirect or consequential loss.

16.6   Unless the Customer notifies Unily that it intends to make a claim in respect of an event within the notice period, Unily shall have no liability for that event. The notice

period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

17. **DURATION**

This DPA commences upon (a) execution by both parties of the MSA; or (b) the date on which the MSA becomes effective, if later and continues until the earlier of: (i) the expiry of the Customer's entitlement to use and receive the Services, or on any associated license entitlement; and (ii) the termination of the MSA.

18. **GOVERNING LAW AND JURISDICTION**

This DPA and any dispute or non-contractual obligation arising out of or in connection with it shall be governed by, and construed in accordance with, the laws of the country or territory stipulated for this purpose in the MSA.

APPENDIX 1
DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA

This Appendix includes certain details of the Processing of Customer Personal Data:

1. **Subject matter and duration of the Processing of Customer Personal Data**

   The subject matter and duration of the Processing of the Customer Personal Data are set out in the MSA.

2. **The nature and purpose of the Processing of Customer Personal Data**

   - **The purpose** of processing is to provide the Customer with the Services.

   - **The nature** of the processing is processing to provide the Customer an employee experience intranet platform and other related Services as described in the MSA. The Unily platform is an internal employee facing intranet and it is not intended to be used or aimed at consumers/individuals not acting in employment or commercial contexts. All Customer Personal processed by Unily is in a business/commercial and/or employee context (on the behalf of the employer) as a supplier.

   - Processing may include collection, recording, organisation, structuring, storage, adaptation, or alteration, retrieval, consultation, use, analysis (including in respect of content consumption and platform reports on usage, and processing to calculate any payments), alignment or combination, restriction, erasure, or destruction of Customer Personal Data and any other lawful and documented instructions issued by the Customer in accordance with the MSA.

3. **The types of Customer Personal Data to be Processed**

   - Personal details (name, date of birth, age, job title, users, work email, work phone, work mobile, job title, department, location, IP address, browser agent, device type, profile image, twitterID, LinkedInID, userID)

   - Contact details (address, email and telephone number etc.)

   - Information technology data such as IP address, browser agent, device type or where a website accessed from

   - Analytics data, including platform usage and content consumption.

   - And any other types of Customer Personal Data which may be provided by the Customer from time to time via data synchronization process to facilitate customized functions and integrations with third party applications.

4. **The categories of Data Subject to whom the Customer Personal Data relates**

   - Customer personnel

5. **The obligations and rights of Customer and Customer Affiliates**

The obligations and rights of Customer and Customer Affiliates are set out in the MSA and this DPA.

APPENDIX 2
SECURITY MEASURES

See Unily's Security Measures here

APPENDIX 3
U.S. DATA PROTECTION LAWS

This Appendix 3 is additionally entered into by the Customer identified on the applicable MSA for the Services and the Unily Group Member ("**Unily**") and is incorporated into and governed by the terms of the DPA to which it is attached, to the extent the U.S. Data Protection Laws apply to the Customer Personal Data processed under the MSA. Capitalized terms used but not otherwise defined in this Appendix 3 will have the meanings given to them in the DPA.

a. **Limitations on Use of Customer Personal Data**

- <u>As Part of Performing Services</u>. Unily may receive Customer Personal Data from or on behalf of Customer for the purpose of Unily performing the Services.

- <u>General Limits.</u> Unily will limit Customer Personal Data collection, use, retention, and disclosure to activities reasonably necessary and proportionate to achieve the Services.

- <u>Specific Limits.</u> Unily will not retain, use, or disclose any Customer Personal Data provided by or on Customer's behalf or collected by Unily on Customer's behalf for any purpose other than (i) providing the Services as directed by Customer under the terms of the MSA; (ii) verifying or maintaining the quality of the Services, and improving, upgrading or enhancing the Services; (iii) complying with Unily's legal obligations; or (iv) as allowed by applicable U.S. Data Protection Laws.

- <u>Non-Compliance Notice.</u> Unily will advise the Customer if Unily determines it can no longer meet its obligations under the applicable U.S. Data Protection Laws.

b. **Unily Obligations**

- <u>Sub-processors</u>. The Customer authorizes Unily to disclose or transfer Customer Personal Data to or allow access to Customer Personal Data by Sub-processors (i.e., subcontractors) solely for purposes of providing the Services under the MSA in accordance with Clause 7 of the DPA.

  o *Flow down.* Prior to any disclosure, Unily will impose on the Sub-processor, in writing, obligations concerning Customer Personal Data substantially like those in this DPA and consistent with Unily's obligations.

  o *New Sub-processors.* Unily may use new subcontractors to provide the Services in accordance with Clause 7 of the DPA.

  o <u>Assistance</u>. To the extent the Customer, in its use of the Services, does not have the ability to address a consumer request, Unily must, upon Customer's request, and to the extent possible, provide commercially reasonable efforts to assist the Customer in responding to such consumer request, to the extent Unily is legally permitted to do so and the response to such consumer request is required.