

CUSTOMER DATA PROCESSING AGREEMENT

The parties agree to comply with the following provisions with respect to any Personal Data processed by EXATOM (“**PROCESSOR**”) for Customer (“**CONTROLLER**”) in connection with the provision of services by EXATOM to Customer (“**Services**”). References to the agreement between EXATOM and Customer with respect to the provision of the Services (“**Agreement**”) will be construed as including this DPA. To the extent that the terms of this Data Processing Agreement (“**DPA**”) differ from those in the Agreement, the terms of this DPA shall govern to the extent they pertain to Personal Data. Any capitalized terms not defined herein shall have the respective meanings given to them in the Agreement.

Article 1 DEFINITIONS

The following capitalized terms, as used herein, have the following meaning:

- 1.1 “**Data Breach**” means the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed by PROCESSOR or its Sub-processors.
- 1.2 “**Personal Data**” will have the meaning ascribed to such term by the Privacy Laws. For the purposes of this Agreement, “Personal Data” will be limited to those data processed by PROCESSOR for CONTROLLER under the Agreement.
- 1.3 “**Privacy Laws**” means all privacy and data protection laws and regulations applicable to the Processing of Personal Data under the Agreement, including, as applicable 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 (the “**GDPR**”).
- 1.4 “**Sub-processor**” means any subcontractor engaged by PROCESSOR for processing of Personal Data in the scope of the Services.
- 1.5 “**Third Party Provider**” shall mean any third party who is not a subcontractor of PROCESSOR.
- 1.6 The terms “**Controller**”, “**Data Subject**”, “**Personal Data**”, “**Processor**”, “**processing**” and “**Supervisory Authority**” have the meanings ascribed to them in the Privacy Laws. If and to the extent that Privacy Laws do not define such terms, then the definitions given in the GDPR will apply.

Article 2 PROCESSING OF PERSONAL DATA

- 2.1 The performance of the Services by PROCESSOR under the Agreement will include the processing of Personal Data. The parties agree that CONTROLLER is the Controller and PROCESSOR acts as a Processor in respect of such processing activities. The subject matter and details of the processing activities are described in Exhibit 1 hereto.
- 2.2 Each party will comply with the obligations applicable to it under the Privacy Laws with respect to the processing of Personal Data, and shall not do or omit anything that may cause the other

party to breach those laws.

- 2.3 CONTROLLER shall have sole responsibility for determining the legal basis for processing of Personal Data and provide information to, and (if required) obtain all consents from, Data Subjects necessary for collection and Processing of Personal Data in the scope of the Services.
- 2.4 The objective of Processing of Personal Data by PROCESSOR is the performance of the Services pursuant to the Agreement. PROCESSOR shall only Process Personal Data on behalf of and in accordance with the Agreement and CONTROLLER's documented instructions. CONTROLLER instructs PROCESSOR to process Personal Data for the following purposes: (i) processing in accordance with the Agreement in order to provide the Services; and (ii) processing to comply with other reasonable written instructions provided by CONTROLLER.
- 2.5 CONTROLLER will ensure that its instructions for processing of Personal Data shall comply with the Privacy Laws. If PROCESSOR believes that any such instruction conflicts with the Privacy Laws, PROCESSOR shall inform CONTROLLER.
- 2.6 PROCESSOR may process Personal Data other than on the instructions of CONTROLLER if it is required to do so under applicable law to which PROCESSOR is subject. In the applicable case, PROCESSOR shall inform CONTROLLER of that legal requirement before processing (unless that law prohibits such information on important grounds of public interest).
- 2.7 PROCESSOR shall keep a record of all processing activities with respect to Personal Data if and as required under GDPR. PROCESSOR shall make such record available to CONTROLLER, an auditor appointed by CONTROLLER or a Supervisory Authority on their first request.

Article 3 ASSISTANCE TO CONTROLLER AND SECURITY OF PERSONAL DATA

- 3.1 PROCESSOR will (taking into account the nature of the processing of Personal Data and the information available to PROCESSOR) reasonably assist CONTROLLER in ensuring compliance with any of CONTROLLER's obligations with respect to the security of Personal Data (including its obligations pursuant to Articles 32 to 36 of the GDPR) and Data Breaches.
- 3.2 PROCESSOR shall maintain administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Personal Data. PROCESSOR will implement and maintain technical and organizational measures to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access providing a level of security appropriate to the risk in respect to the Personal Data.
- 3.3 If PROCESSOR becomes aware of a Data Breach, PROCESSOR will promptly notify CONTROLLER of at least the following information:
 - (a) The nature of the Data Breach
 - (b) The categories of Personal Data that are affected
 - (c) The categories and approximate number of Data Subjects concerned
 - (d) The categories and approximate number of personal data records concerned
 - (e) The likely consequences of the Data Breach
 - (f) Measures taken or proposed to be taken to address the Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

- 3.4 Notification of a Data Breach will be delivered to one or more of CONTROLLER's business, technical or administrative contacts by any means PROCESSOR selects, including via email.
- 3.5 CONTROLLER shall exclusively decide, at its own discretion and in compliance with the Privacy Laws, whether Data Subjects whose Personal Data has been impacted by a Data Breach shall be notified. It is the responsibility of CONTROLLER to notify the Supervisory Authority of a Data Breach. The parties will cooperate in good faith in order to mitigate the adverse effects of a Data Breach.
- 3.6 PROCESSOR's notification of or response to a Data Breach under this Article 3 will not be construed as an acknowledgement by PROCESSOR of any fault or liability with respect to the Data Breach.

Article 4 RIGHTS OF DATA SUBJECTS

- 4.1 As the Controller, CONTROLLER has the primary responsibility for honoring Data Subject requests. PROCESSOR shall provide reasonable assistance to CONTROLLER (at CONTROLLER's expense) to enable CONTROLLER to respond to: (i) any request from a Data Subject to exercise any of its rights under the Privacy Laws (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a Data Subject in connection with the processing of the Personal Data.
- 4.2 In the event that any such request is made directly to the PROCESSOR, PROCESSOR shall promptly inform CONTROLLER providing full details of the same. If CONTROLLER fails to respond to a Data Subject request within thirty (30) days, PROCESSOR reserves the right to take appropriate steps in its reasonable judgment to respond to such request.

Article 5 PROCESSORS' PERSONNEL

- 5.1 PROCESSOR shall ensure that its personnel engaged in the processing of Personal Data is informed of the confidential nature of the Personal Data as well as any security obligations with respect to such Personal Data.
- 5.2 PROCESSOR will ensure that all persons authorized to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 5.3 PROCESSOR shall ensure that access to Personal Data is limited to those personnel who require such access to perform the Services.

Article 6 SUB-PROCESSORS AND INTERNATIONAL TRANSFERS

- 6.1 CONTROLLER agrees that PROCESSOR may engage third-party Sub-processors in connection with the provision of the Services. On the date of execution of this DPA, PROCESSOR uses AMAZON WEB SERVICES EMEA SARL, Kunstlaan 27, 1040 Brussel (AWS) as a sub-processor. PROCESSOR will communicate each intended change to Sub-processors at least fourteen (14) days in advance. CONTROLLER may object in writing to the appointment of a Sub-processors on

reasonable grounds. If CONTROLLER so objects, PROCESSOR may terminate the Agreement by giving fourteen (14) days' written notice to CONTROLLER.

- 6.2 Any Sub-processors will be permitted to obtain Personal Data only to deliver the services PROCESSOR has retained them to provide and will be prohibited from using Personal Data for any other purpose. PROCESSOR will have a written agreement with each Sub-processor and agrees that any agreement with a Sub-processor will include substantially the same data protection obligations as set out in this DPA. Where a Sub-processor fails to fulfill its data protection obligations, PROCESSOR shall remain fully liable to CONTROLLER for the performance of that Sub-processor's obligations.
- 6.3 PROCESSOR shall promptly relay the instructions issued by CONTROLLER to a Sub-processor when and where these instructions pertain to the part of the processing in which that Sub-processor is involved.
- 6.4 CONTROLLER acknowledges and agrees that Third Party Providers are not Sub-processors and PROCESSOR assumes no responsibility or liability for the acts or omissions of such Third Party Providers.
- 6.5 if the Services involve processing of Personal Data of European Data Subjects outside of the European Economic Area (EEA) in a jurisdiction that does not fall under an adequacy decision issued by the European Commission, the parties will enter into Model Contract Clauses or find an alternative legal mechanism for such transfer and processing of Personal Data which is in compliance with the Privacy Laws.

Article 7 AUDIT

- 7.1 No more than once per year (unless a Data Breach has occurred), CONTROLLER may engage a mutually agreed upon third party to audit PROCESSOR solely for the purposes of meeting its audit requirements pursuant to Article 28, Section 3(h) of the GDPR. To request an audit, CONTROLLER must submit a detailed audit plan at least twenty (20) business days in advance of the proposed audit date describing the proposed scope, duration and start date of the audit. The auditor must execute a written confidentiality agreement acceptable to PROCESSOR before conducting the audit. The audit must be conducted during regular business hours, subject to PROCESSOR's policies, and may not unreasonably interfere with PROCESSOR's business activities. Any audits are at CONTROLLER's expense. CONTROLLER shall promptly notify PROCESSOR with information regarding any non-compliance discovered during the course of an audit.
- 7.2 PROCESSOR shall inform CONTROLLER immediately of any request, order, inquiry or subpoena by a Supervisory Authority directed at PROCESSOR or its Sub-processors which entails the communication of Personal Data processed by PROCESSOR or a Sub-processor.

Article 8 CONTROLLERS' ASSISTANCE

- 8.1 CONTROLLER shall render all assistance reasonably needed and shall cooperate in good faith with PROCESSOR in order to ensure that all processing of Personal Data complies with the Privacy Laws.

- 8.2 CONTROLLER shall agree with PROCESSOR on appropriate communication channels in order to ensure that instructions, directions and other communications regarding Personal Data that are processed by PROCESSOR on behalf of CONTROLLER is well received between the parties.
- 8.3 CONTROLLER shall render the assistance needed by PROCESSOR or its Sub-processor to comply with a request, order, inquiry or subpoena directed at PROCESSOR or its Sub-processor by a Supervisory Authority.

Article 9 DURATION OF PROCESSING

- 9.1 This DPA shall apply for as long as PROCESSOR processes Personal Data for CONTROLLER under the Agreement.
- 9.2 PROCESSOR will comply with instructions from CONTROLLER to delete certain Personal Data as soon as reasonably practicable, unless applicable laws requires further storage.
- 9.3 On expiry of the Agreement, CONTROLLER instructs PROCESSOR to delete all Personal Data from PROCESSOR's systems and discontinue processing of such Personal Data in accordance with the Privacy Laws. PROCESSOR will comply with this instruction as soon as reasonably practicable and within a maximum period of 30 days, unless applicable law requires further storage. Notwithstanding the foregoing, the provisions of this DPA will survive the termination of this Agreement for as long as the PROCESSOR retains any of the Personal Data.

EXHIBIT 1 PERSONAL DATA PROCESSING

Processing Activities. The processing carried out by PROCESSOR for CONTROLLER relates to the Services performed by PROCESSOR. The Processing Activities consist of optimizing the performance of (data collection) forms on the website of Customer.

Categories of Personal Data. The Personal Data that is processed is the IP address.

Data Subjects. The Data Subjects are visitors on Customer's website.