



## ABACUS DATA PROCESSING ADDENDUM [EU, UK, SWISS, & US]

Last Updated: 2024-11-06

This Data Processing Addendum ("**Addendum**") forms part of the *Master Professional Services Agreement* ("Principal Agreement") between: (i) for US based "Client": **ABACUS INFORMATION TECHNOLOGY, LLC (d/b/a Abacus Group LLC)**; or for UK based "Client": **ABACUS INFORMATION TECHNOLOGY UK LIMITED** (collectively "**Abacus**") acting on its own behalf and as agent for each Abacus Affiliate; and (ii) "**CLIENT**" (as detailed in the respective *Principal Agreement*) acting on its own behalf and as agent for each Client Affiliate.

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Principal Agreement. Except as modified below, the terms of the Principal Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Principal Agreement. Except where the context requires otherwise, references in this Addendum to the Principal Agreement are to the Principal Agreement as amended by, and including, this Addendum.

### 1. Definitions

1.1 In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

1.1.1 "**Applicable Laws**" means, as applicable (a) European Union, U.S., Swiss, United Kingdom, or other laws with respect to any Client Personal Data or the Processing thereof to which any Client Group Member that receives Services or Abacus is subject; (b) any other applicable laws with respect to any Client Personal Data or the Processing thereof to which any Client Group Member that receives Services or Abacus is subject to; and (c) the Data Protection Laws;

1.1.2 "**Client Affiliate**" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Client, 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;

1.1.3 "**Client Group Member**" means Client or any Client Affiliate;

1.1.4 "**Client Personal Data**" means any Personal Data Processed by a Contracted Processor on behalf of a Client Group Member pursuant to or in connection with the Principal Agreement;

1.1.5 "**Contracted Processor**" means Abacus or a Subprocessor;

1.1.6 "**Data Protection Laws**" means, as applicable: (a) EU Data Protection Laws, (b) UK Data Protection Laws, (c) US Data Protection Laws, (d) the Swiss Federal Data Protection Act ("Swiss DPA"), and (e) to the extent applicable to the relevant party, the data protection or privacy laws of any other country; in each case, as updated, amended or replaced from time to time;

1.1.7 "**DP Regulator**" means any governmental or regulatory body with responsibility for monitoring or enforcing compliance with the Data Protection Laws;

1.1.8 "**EEA**" means the European Economic Area;

1.1.9 "**EU Data Protection Laws**" means the GDPR and EU Directive 2002/58/EC (as amended by 2009/136/EC), as transposed into domestic legislation of each member state and as amended, replaced or superseded from time to time, including by the GDPR

and laws implementing or supplementing the GDPR;

- 1.1.10 "**EU Standard Contractual Clauses**" means the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (Module II: Controller to Processor), as supplemented by this Addendum;
- 1.1.11 "**GDPR**" means EU General Data Protection Regulation 2016/679;
- 1.1.12 "**ICO**" means the UK's Information Commissioner's Office;
- 1.1.13 "**Personal Data**" means any information relating to an identified or identifiable natural person, or as otherwise defined in the Data Protection Laws, that is Processed by or on behalf of any Client Group Member and/or Abacus Affiliate in connection with the Principal Agreement and this Addendum;
- 1.1.14 "**Restricted Transfer**" means:
  - 1.1.14.1 a transfer of Client Personal Data from any Client Group Member to a Contracted Processor; or
  - 1.1.14.2 an onward transfer of Client Personal Data from a Contracted Processor to a Contracted Processor, or between two establishments of a Contracted Processor,in each case, where Data Protection Laws require such transfer to have additional legal measures in place including (without limitation) the EU Standard Contractual Clauses or UK Addendum to be established under section 5.4.4 or 11 below;
- 1.1.15 "**Services**" means the services and other activities to be supplied to or carried out by or on behalf of Abacus for Client Group Members pursuant to the Principal Agreement;
- 1.1.16 "**Subprocessor**" means any person (including any third party, but excluding an employee of Abacus or any of its sub-contractors) appointed by or on behalf of

Abacus to Process Client Personal Data on behalf of any Client Group Member in connection with the Principal Agreement;

- 1.1.17 "**UK Addendum**" means the International Data Transfer Addendum to the EU Standard Contractual Clauses, Version B1.0, in force 21 March 2022, issued by the UK Information Commissioner's Office and laid before UK Parliament in accordance with s119A of the UK Data Protection Act 2018 on 2 February 2022, for parties making Restricted Transfers, as may be amended, replaced or superseded by the ICO from time to time;
  - 1.1.18 "**UK Data Protection Laws**" means all laws relating to data protection, the Processing of personal data, privacy and/or electronic communications in force from time to time in the United Kingdom including the Data Protection Act 2018, The Privacy and Electronic Communications (EC Directive) Regulations 2003 and the GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018; and
  - 1.1.19 "**US Data Protection Laws**" means collectively, all U.S. state data protection laws and their implementing regulations, as amended or superseded from time to time, that apply generally to the Processing of Personal Data related to Consumers including, but not limited in each case as superseded, amended, or replaced.
  - 1.2 The terms "**Business**", "**Business Purpose**", "**Commission**", "**Consumer**", "**Controller**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**Processing**", "**Sell**", "**Service Provider**", "**Share**", and "**Supervisory Authority**" shall have the same meaning as in the Data Protection Laws, and their cognate terms shall be construed accordingly.
  - 1.3 The word "**include**" shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.
- ## 2. Processing of Client Personal Data
- 2.1 Abacus shall:
    - 2.1.1 comply with the Data Protection Laws in the Processing of Client Personal Data;

2.1.2 not Process Client Personal Data other than on the relevant Client Group Member's documented instructions, including as set forth herein, unless Processing is: (a) unlawful under such instructions; or (b) required by Applicable Laws to which the relevant Contracted Processor is subject, in which case Abacus shall to the extent permitted by Applicable Laws inform the relevant Client Group Member of that legal requirement before the relevant Processing of that Personal Data;

2.1.3 not disclose Client Personal Data to any Data Subject or to a third party other than at the written request or confirmation of the Client or as expressly provided for in this Data Processing Addendum;

2.1.4 to the extent that US Data Protection Laws apply to the Processing:

2.1.4.1 without limiting the generality of the foregoing, not Process Client Personal Data other than for the Business Purposes specified in the Principal Agreement and this Addendum (including retaining, using, or disclosing the Client Personal Data for a commercial purpose other than the Business Purposes specified in the Principal Agreement and this Addendum) unless otherwise permitted under Applicable Laws;

2.1.4.2 not Sell or Share (as such term is defined in the CPRA) any Client Personal Data;

2.1.4.3 not retain, use, disclose or otherwise process the Client Personal Data outside of the direct business relationship between the Contracted Processor and the Client Group Member;

2.1.4.4 not combine the Client Personal Data that Processor or the relevant Processor Affiliate receives from, or on behalf of, a Company Group Member, with Personal Data that it receives from, or on behalf of, another person or persons, or collects from its own interaction with a Consumer, provided, that, subject to any other requirements in applicable Data Protection Laws, Processor may combine Personal Data to perform any Business Purpose as defined in regulations adopted pursuant to paragraph (10) of subdivision (a) of Section 1798.185 of the CCPA, except as provided for in paragraph (6) of subdivision (e) of Section 1798.140 of the CCPA and in regulations adopted by the California Privacy Protection Agency;

2.1.4.5 promptly inform the relevant Company Group Member if, in its opinion, an instruction from the relevant Company Group Member infringes Applicable Laws; and

2.1.4.6 allow any Client Group Member to, upon notice to Processor or the relevant Processor Affiliate, to take reasonable and appropriate steps to stop and remediate Processor's or the relevant Processor Affiliate's unauthorised use of Client Personal Data.

2.2 Each Client Group Member:

2.2.1 instructs Abacus (and authorises Abacus to instruct each Subprocessor) to:

2.2.1.1 Process Client Personal Data; and

2.2.1.2 in particular, transfer Client Personal Data to any country or territory in compliance with this Addendum,

as reasonably necessary for the provision of the Services and consistent with the Principal Agreement and this Addendum;

2.2.2 warrants and represents that it is and will at all relevant times remain duly and effectively authorised to give the instruction set out in section 2.2.1 on behalf of each relevant Client Affiliate and that all instructions shall comply with the Data Protection Laws; and

2.2.3 has sole responsibility for the accuracy, quality and legality of the Client Personal Data and the means by which the relevant Client Group Member acquired the Client Personal Data and shall establish the legal basis for processing under Data Protection Laws, including providing all notices and obtaining all consents as may be required under Data Protection Laws in order for Abacus to process the Client Personal Data as otherwise contemplated by the Principal Agreement.

2.3 Annex I to this Addendum sets out the scope, nature and purpose of Processing by and on behalf of Abacus, the duration of Processing, the types of Client Personal Data, and the categories of Data Subjects. Nothing in Annex I confers any right or imposes any obligation on any party to this Addendum.

2.4 Both Abacus and Client shall maintain records of all Processing operations under their responsibility that contains at least the minimum information required by the Data Protection Laws, and shall make such information available to any DP Regulator on request.

2.5 The parties acknowledge that for the purposes of the Data Protection Laws other than the CCPA and the CPRA, Client is the Controller and Abacus is the Processor, and for the purposes of the CCPA and

the CPRA, Client is the Business and Abacus is the Service Provider, in each case in respect of the Client Personal Data that Abacus is processing on behalf of Client, under the Principal Agreement and this Addendum.

### **3. Abacus Personnel**

3.1 Abacus shall take commercially reasonable steps to ensure any employee, agent or contractor of any Contracted Processor who may have access to Client Personal Data are committed to binding obligations of confidentiality or are under an appropriate statutory obligation of confidentiality, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Client Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor.

### **4. Security**

4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Abacus shall in relation to the Client Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

4.2 In assessing the appropriate level of security, Abacus shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

### **5. Subprocessing**

5.1 Each Client Group Member agrees that Abacus may engage Subprocessors to Process Client Personal Data. Each Client Group Member authorises Abacus to appoint (and permit each Subprocessor appointed in accordance with this section 5 to appoint) Subprocessors in accordance with this section 5 and any restrictions in the Principal Agreement.

5.2 Abacus may continue to use those Subprocessors already engaged by Abacus as at the date of this Addendum (as listed in the "Subprocessors Schedule"), subject to Abacus in each case as soon

as practicable meeting the obligations set out in section 5.4.

- 5.3 If Abacus: (a) engages a new Subprocessor ("**New Subprocessor**"); or (b) proposes to make any material changes to the services carried out by an existing Subprocessor (including the location from which such Subprocessor performs its services), (each a "**Subprocessor Change**"), Abacus shall inform the Client of the Subprocessor Change by sending an email notification to the Client and the Client may object to the Subprocessor Change by notifying Abacus in writing within seven (7) days of Abacus' email notification, provided that such objection must be on reasonable, substantial grounds, related to the Subprocessor's ability to comply with those of Abacus's obligations subcontracted to such Subprocessor. If Client notifies Abacus in writing of any such objections: (i) Abacus shall work with Client in good faith to make available a commercially reasonable change in the provision of the Services that avoids that Subprocessor Change; and/or (ii) if such a change cannot be made within fifteen (15) business days from receipt of Client's obligation by Abacus, then Client may, by written notice to Abacus, terminate the applicable SOW to the extent that it relates to the Services that require the use of the applicable Subprocessors. If the Client does not so object, the Subprocessor Change shall be deemed accepted by the Client.
- 5.4 With respect to each Subprocessor (which, for the purposes of this section 5.4 includes New Subprocessors), Abacus shall:
- 5.4.1 before the Subprocessor first Processes Client Personal Data (or, where relevant, in accordance with section 5.2), carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for Client Personal Data required by the Principal Agreement and this Addendum;
  - 5.4.2 ensure that the Subprocessor carries out the Services subcontracted to it by Abacus only from the location (or locations) specified in the Subprocessor Schedule;
  - 5.4.3 ensure that the arrangement between on the one hand (a) Abacus, or (b) the relevant intermediate Subprocessor; and on the other hand the Subprocessor, is governed by a written contract including terms which offer at least the same level of protection for Client Personal Data as those set out in this Addendum and meet the requirements of Article 28(3) of the GDPR and equivalent requirements of other Data Protection Laws;
  - 5.4.4 if that arrangement involves a Restricted Transfer, ensure that appropriate safeguards or other legitimate and legal methods of transferring data (including, without limitation, the EU Standard Contractual Clauses or UK Addendum) are at all relevant times incorporated into the agreement between on the one hand (a) Abacus, or (b) the relevant intermediate Subprocessor; and on the other hand the Subprocessor, or before the Subprocessor first Processes Client Personal Data procure that it enters into an agreement incorporating the appropriate safeguards or other legitimate and legal methods of transferring data (including, without limitation, the EU Standard Contractual Clauses or UK Addendum) with the relevant Client Group Member(s) (and Client shall procure that each Client Affiliate party to any such appropriate safeguards or other legitimate and legal methods of transferring data (including, without limitation, the EU Standard Contractual Clauses or UK Addendum) co-operates with their population and execution); and
  - 5.4.5 provide to Client for review such copies of the Contracted Processors' agreements with Subprocessors (which may be redacted to remove confidential commercial information not relevant to the requirements of this Addendum) as Client may request from time to time.

5.5 Abacus shall ensure that each Subprocessor performs the obligations under sections 2.1, 3, 4, 6.1, 6.2, 8 and 10.1, as they apply to Processing of Client Personal Data carried out by that Subprocessor, as if it were party to this Addendum in place of Abacus.

5.6 Save to the extent that the Client has a direct contractual relationship with the Subprocessor, any sub-contracting or transfer of Client Personal Data pursuant to this section 5 shall not relieve Abacus of any of its liabilities, responsibilities and obligations to the Client under this Addendum and Abacus shall remain liable for the acts and omissions of its Subprocessors.

## 6. Data Subject Rights

6.1 Taking into account the nature of the Processing, Abacus shall provide reasonable assistance to each Client Group Member by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Client Group Members' obligations, as reasonably understood by Client, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

6.2 Abacus shall:

6.2.1 as soon as reasonably practicable notify Client if any Contracted Processor receives a request from a Data Subject under any Data Protection Law in respect of Client Personal Data; and

6.2.2 ensure that the Contracted Processor does not respond to that request except on the documented instructions of Client or the relevant Client Affiliate or as required by Applicable Laws to which the Contracted Processor is subject, in which case Abacus shall to the extent permitted by Applicable Laws inform Client of that legal requirement before the Contracted Processor responds to the request.

6.3 If either party receives any complaint, notice or communication which relates directly or indirectly to the processing of Client Personal Data by the other party or to either party's compliance with the Data Protection Laws, it shall as soon as reasonably practicable notify the other party and it shall provide the other party with commercially reasonable co-operation and assistance in relation to any such complaint, notice or communication.

## 7. Personal Data Breach

7.1 Abacus shall notify Client without undue delay upon Abacus or any Subprocessor becoming aware of a Personal Data Breach affecting Client Personal Data, providing Client with sufficient information to allow each Client Group Member to meet any obligations to report or inform Data Subjects and Consumers of the Personal Data Breach under the Data Protection Laws. Such notification shall as a minimum:

7.1.1 describe the nature of the Personal Data Breach, the categories and numbers of Data Subjects and Consumers concerned, and the categories and numbers of Personal Data records concerned;

7.1.2 communicate the name and contact details of Processor's data protection officer or other relevant contact from whom more information may be obtained;

7.1.3 describe the likely consequences of the Personal Data Breach; and

7.1.4 describe the measures taken or proposed to be taken to address the Personal Data Breach.

7.2 Client acknowledges and agrees that Abacus shall not have an obligation to report an unsuccessful Personal Data Breach under this Section. An unsuccessful Personal Data Breach is one that results in no unauthorized access to Client Personal Data or to any Abacus equipment or facilities storing Client Personal Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers) or similar incidents.

7.3 Abacus shall co-operate with Client and each Client Group Member and take such commercially reasonable steps as are directed by Client to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

7.4 Abacus' obligation to report or respond to a Personal Data Breach affecting Client Personal Data under this Section is not and will not be construed as an acknowledgement by Abacus of

any fault or liability of Abacus with respect to such Personal Data Breach.

## **8. Data Protection Impact Assessment and Prior Consultation.**

- 8.1 Abacus shall provide reasonable assistance to each Client Group Member with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Client reasonably considers to be required of any Client Group Member by Article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Client Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.
- 8.2 Client shall reimburse Abacus for any time expended in connection with any such data protection impact assessments and consultations with Supervising Authorities or other competent data privacy authorities at Abacus' then-current professional services rates, which shall be made available to Client upon request.

## **9. Deletion or return of Client Personal Data**

- 9.1 Subject to sections 9.2 and 9.3 Abacus shall promptly and in any event within the timeframe as set out in clause 7.2.4 of the Principal Agreement (the "**Deletion Timeframe**"), delete and procure the deletion of all copies of those Client Personal Data.
- 9.2 Subject to section 9.3, Client may in its absolute discretion by written notice to Abacus within the Deletion Timeframe require Abacus to (a) where technically and commercial feasible to do so, return a complete copy of all Client Personal Data to Client by secure file transfer, or other secure means, in such format as is reasonably notified by Client to Abacus; and/or (b) delete and procure the deletion of all other copies of Client Personal Data Processed by any Contracted Processor. Abacus shall comply with any such written request within the Deletion Timeframe.

9.3 Each Contracted Processor may retain Client Personal Data to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws and always provided that Abacus shall ensure the confidentiality of all such Client Personal Data and shall ensure that such Client Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.

9.4 Abacus shall provide written certification to Client that it has fully complied with this Section 9 within thirty (30) days of the Deletion Timeframe.

## **10. Audit rights**

- 10.1 Subject to Sections 10.2 to 10.4, Abacus shall make available to each Client Group Member or any DP Regulator on request all reasonable information necessary to demonstrate compliance with this Addendum via the Abacus portal, and shall allow on reasonable advance written notice for and contribute to audits, including inspections, by any Client Group Member or an auditor mandated by any Client Group Member in relation to the Processing of the Client Personal Data by the Contracted Processors.
- 10.2 Information and audit rights of the Client Group Members only arise under section 10.1 to the extent that the Principal Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law (including, where applicable, Article 28(3)(h) of the GDPR).
- 10.3 A Client Group Member may only mandate an auditor for the purposes of section 10.1 if the auditor is identified in the list set out in Annex III to this Addendum, as that list is amended by agreement between the parties in writing from time to time nor: x) is a competitor to Abacus; y) poses a material conflict of interest to Abacus. Abacus shall not unreasonably withhold or delay agreement to the addition of a new auditor to that list.
- 10.4 Client or the relevant Client Affiliate undertaking an audit shall give Abacus reasonable advance notice of at least thirty (30) days of any audit or inspection to be conducted under section 10.1 and shall make (and ensure that each of its mandated auditors makes) reasonable endeavors to avoid causing (or, if it cannot avoid, to minimize) any

damage, injury or disruption to the Contracted Processors' premises, equipment, personnel and business while its personnel are on such premises in the course of such an audit or inspection. A Contracted Processor need not give access to its premises for the purposes of such an audit or inspection:

10.4.1 to any individual unless he or she produces reasonable evidence of identity and authority;

10.4.2 outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and Client or the relevant Client Affiliate undertaking an audit has given notice to Abacus that this is the case before attendance outside those hours begins;

10.4.3 for the purposes of more than one audit or inspection, in respect of each Contracted Processor, in any calendar year, except for any additional audits or inspections which:

10.4.3.1 Client or the relevant Client Affiliate undertaking an audit reasonably considers necessary because of genuine concerns as to Abacus' compliance with this Addendum; or

10.4.3.2 A Client Group Member is required or requested to carry out by Data Protection Law, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Protection Laws in any country or territory, where Client or the relevant Client Affiliate undertaking an audit has identified its concerns or the relevant requirement or request in its notice to Abacus of the audit or inspection; or

10.4.4 to a third party who is performing the audit on behalf of the Client or relevant Client Affiliate, unless such third party auditor executes a confidentiality agreement acceptable to Abacus before the audit.

10.5 Client shall reimburse Abacus for any time expended for any such on-site audit at Abacus' then-current professional services rates, which shall be made available to Client upon request. Before the commencement of any such on-site

audit, Client and Abacus shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which Client shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by Abacus. Client shall promptly notify Abacus with information regarding any non-compliance discovered during the course of an audit.

10.6 The Client must provide Abacus with any audit reports generated in connection with any audit at no charge unless prohibited by Applicable Law. The Client may use the audit reports only for the purposes of meeting its audit requirements under the Data Protection Laws and/or confirming compliance with the requirements of this Data Processing Addendum. The audit reports shall be confidential.

10.7 Nothing in this section 10 shall require Abacus to breach any duties of confidentiality owed to any of its clients, employees or Subprocessors.

## **11. Restricted Transfers**

11.1 Unless the transfer is based on an "adequacy decision", or is otherwise "subject to appropriate safeguards" or if a "derogation for specific situations" applies, each within the meanings given to them in Articles 45, 46 and 49 of the GDPR respectively, Abacus shall not transfer, access or process Client Personal Data outside of the United Kingdom or the EEA without the prior written consent of the Client, such consent not to be unreasonably withheld or delayed. Transfer of Client Personal Data among Abacus Affiliates is subject to the Intra-Group Data Processing and Transfer Agreement between the applicable Abacus Affiliates.

11.2 The parties agree that the EU Standard Contractual Clauses are hereby incorporated into and form an integral part of this Addendum where and to the extent of any Restricted Transfer pursuant to the EU Data Protection Laws. The parties agree that (i) each Client Group Member shall be deemed the "data exporter" and each Contracted Processor, as appropriate shall be deemed "data importer"; (ii) in Clause 7, the optional docking clause will not apply; (iii) in Section 9, option 1 will apply; (iv) in Clause 11, the optional language will not apply; (v) in Clause 17, Option 1 will apply, and the SCCs will be governed by the laws of the Republic of Ireland; (vi) in Clause 18(b), disputes shall be resolved

before the courts of the Republic of Ireland; (vii) Annex I of the EU Standard Contractual Clauses shall be deemed completed with the information set out in Annex I to this Addendum; (viii) Annex II of the EU Standard Contractual Clauses shall be deemed completed with the information set out in Annex II to this Addendum; and (ix) Annex III of the EU Standard Contractual Clauses shall be deemed completed with the information set out in the Subprocessors Schedule.

11.3 If the EU Standard Contractual Clauses apply to a Restricted Transfer originating from the United Kingdom, this Section shall apply to and modify the EU Standard Contractual Clauses to the extent that the UK Data Protection Laws apply. The parties acknowledge and agree that: (i) the information required to be set forth in “Part 1: Tables of the UK IDT Addendum shall be completed in accordance with Annex I, Annex II and Annex III; and (ii) “Part 2: Mandatory Clauses” of the UK IDT Addendum, as it is revised under Section 18, is hereby incorporated herein by reference. For purposes of Section 19 of the UK IDT Addendum, Company may end the UK IDT Addendum in accordance with Section 19 thereof.

11.4 In the case of Restricted Transfers of Client Personal Data protected by Swiss law, the EU Standard Contractual Clauses shall apply subject to the following amendments: (i) references to “Regulation (EU) 2016/679” will be deemed to refer to the Swiss DPA; (ii) references to specific articles of “Regulation (EU) 2016/679” will be deemed replaced with the equivalent article or section of the Swiss DPA; (iii) references to “EU,” “Union,” and “Member State” will be deemed replaced with “Switzerland”; (iv) references to the “competent supervisory authority” are replaced with the “Swiss Federal Data Protection Information Commissioner”; and (v) in Clause 18(b), disputes shall be resolved before the competent courts of Switzerland.

## 12. General Terms

### 12.1 *Governing law and jurisdiction:*

12.1.1 Without prejudice to Part 2 (Mandatory Clauses) of the UK Addendum and clauses 17 (Governing Law) and 18 (Choice of forum and jurisdiction) of the EU Standard Contractual Clauses:

12.1.1.1 the parties to this Addendum hereby submit to the jurisdiction as set out in the “*Governing Law; Jurisdiction*” clause of the Principal Agreement with respect to any disputes or claims howsoever arising under this Addendum, including disputes regarding its existence, validity or termination or the consequences of its nullity; and

12.1.1.2 this Addendum and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Principal Agreement.

### 12.2 *Order of precedence*

12.2.1 Nothing in this Addendum reduces Abacus' obligations under the Principal Agreement in relation to the protection of Personal Data or permits Abacus to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Principal Agreement. In the event of any conflict or inconsistency between: (i) this Addendum; and (ii) the UK Addendum or EU Standard Contractual Clauses, the UK Addendum or EU Standard Contractual Clauses shall prevail.

12.2.2 Subject to section 12.2.1, with regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including the Principal Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail.

### 12.3 *Changes in Data Protection Laws, etc.*

12.3.1 Client or Abacus may:

12.3.1.1 by at least 30 (thirty) calendar days' written notice to the other from time to time propose any variations to the UK Addendum or EU Standard Contractual Clauses (including any UK Addendum or EU Standard Contractual Clauses entered into under section 11), as they apply to Restricted Transfers which are subject to a particular Data Protection Law, which are required, as a result of any change in, or decision of a competent authority under, that Data Protection Law, to allow those Restricted Transfers to be made (or continue to be made) without breach of that Data Protection Law; and

12.3.1.2 propose any other variations to this Addendum which the requesting party reasonably considers to be necessary to address the requirements of any Data Protection Law. Any such variations must be agreed by both parties in advance before taking effect (both parties acting reasonably during such discussions).

12.4 If Client gives notice under section 12.3.1.1:

12.4.1 Abacus shall promptly co-operate (and ensure that any affected Subprocessors promptly co-operate) to ensure that equivalent and agreed variations are made to any agreement put in place under section 5.4.4; and

12.4.2 Client shall not unreasonably withhold or delay agreement to any consequential variations to this Addendum proposed by Abacus to protect the Contracted Processors against additional risks associated with the variations made under section 12.3.1.1 and/or 12.4.

12.5 If Client gives notice under section 12.3.1.1, the parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in Client's notice as soon as is reasonably practicable.

12.6 Neither Client nor Abacus shall require consent or approval of any Client Affiliate or Abacus Affiliate to amend this Addendum pursuant to this Section 12 or otherwise.

12.7 *Severance.*

12.7.1 Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum 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.

## ANNEX I

### **A. LIST OF PARTIES**

#### **Data exporter(s):**

Name: The Client as detailed in the applicable Principal Agreement and all Affiliates (as defined in the Principal Agreement) of the Client established within the European Economic Area (EEA) and Switzerland that have purchased Abacus Services on the bases of one or more Principal Agreements

Address: The address of the Client as detailed in the applicable Principal Agreement

Contact person's name, position and contact details: The contact person's name, position and contact details of the Client as detailed in the applicable Principal Agreement

Activities relevant to the data transferred under these Clauses: The receipt of Services from Abacus pursuant to the terms of the Principal Agreement

Role (controller/processor): Controller

#### **Data importer(s):**

Where the contracting entity to the Principal Agreement is Abacus Information Technology, LLC:

Name: Abacus Information Technology, LLC

Address: 221 Pine Street, 6<sup>th</sup> Floor, San Francisco, CA 94104

Contact person's name, position and contact details: Mark Kenney, Sr. Director – Operations, e: [mkenney@abacugrouppllc.com](mailto:mkenney@abacugrouppllc.com) p: +1 415.820.6019

Where the contracting entity to the Principal Agreement is Abacus Information Technology UK Limited:

Name: Abacus Information Technology UK Limited

Address: 2nd Floor, 31 Maddox Street, London, W1S 2PB

Contact person's name, position and contact details: Mark Kenney, Sr. Director – Operations, e: [mkenney@abacugrouppllc.com](mailto:mkenney@abacugrouppllc.com) p: +44 (0) 207 936 1795

Activities relevant to the data transferred under these Clauses: The provision of Services to the Client pursuant to the terms of the Principal Agreement

Role (controller/processor): Processor

## B. DESCRIPTION OF TRANSFER

### Categories of data subjects whose personal data is transferred

The personal data transferred concern the following categories of data subjects:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Prospects, customers, business partners and vendors | <input type="checkbox"/> Data Exporter's Authorized Users | <input type="checkbox"/> Employees or contact persons or prospects, customer, business partners and vendors |
| <input type="checkbox"/> Employees, agents, advisors and freelancers         | <input type="checkbox"/> Other                            |   |
- 

Data Exporter may submit Personal Data to the Services, the extent of which is determined and controlled by the Data Exporter in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Prospects, customers, business partners and vendors of Data Exporter (who are natural persons)
- Employees or contact persons of Data Exporter's prospects, customers, business partners and vendors
- Employees, agents, advisors, freelancers of Data Exporter (who are natural persons)
- Data Exporter's Users authorized by data exporter to use the Services

### Categories of personal data transferred

The personal data transferred concern the following categories of data:

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Full Name, Username, Unique ID | <input type="checkbox"/> Tracking – Contact or Location Info | <input type="checkbox"/> Financial Information          |
| <input type="checkbox"/> Medical                        | <input type="checkbox"/> Voice recording, voicemail, email   | <input type="checkbox"/> Professional or education data |
| <input type="checkbox"/> Social networking connections  | <input type="checkbox"/> Other                               |   |
- 

Data Exporter may submit Personal Data to the Services, the extent of which is determined and controlled by the Data Exporter in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First and last name
- Title
- Position
- Employer
- Contact information (company, email, phone, physical business address)
- ID data
- Professional life data
- Personal life data
- Connection data
- Localization data

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward

transfers or additional security measures.

The personal data transferred concern the following special categories of data:

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Race                         | <input type="checkbox"/> Religion           | <input type="checkbox"/> Origin                 |
| <input type="checkbox"/> Biometrics (for ID purposes) | <input type="checkbox"/> Sexual Orientation | <input type="checkbox"/> Trade Union Membership |
| <input type="checkbox"/> Health                       | <input type="checkbox"/> Politics           | <input type="checkbox"/> Genetics               |
| <input type="checkbox"/> Sex Life                     | <input type="checkbox"/> Other              |   |
- 

Data Exporter may submit special categories of data to the Services, the extent of which is determined and controlled by the Data Exporter in its sole discretion, and which is for the sake of clarity Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data concerning health or sex life.

Details of applied restrictions and safeguards are set out in the Principal Agreement and Annex II below.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

One-off (if requested by the Client)

Continuous (for the provision of the Services and for backups)

Nature of the processing

Where the processing is directed by the Client on a one-off basis - collecting, recording, storing, retrieving, disseminating or otherwise making available, restricting, erasing and destroying personal data.

Where the processing is on a continuous basis for the provision of the Services – collecting, recording, storing and restricting personal data.

Purpose(s) of the data transfer and further processing

The provision of the Services by Abacus to the Client pursuant to the terms of the Principal Agreement

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

In relation to Client-specific personal data - the duration of the Principal Agreement, and following expiry/termination of the Principal Agreement for the retention period as set out in the Principal Agreement plus 30 days.

In relation to Client logs – the duration of the Principal Agreement, and following expiry/termination of the Principal Agreement for one year.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Subject matter – the provision of Services by Abacus to the Client pursuant to the terms of the Principal Agreement.

Nature - where the processing is directed by the Client on a one-off basis - collecting, recording, storing, retrieving, disseminating or otherwise making available, restricting, erasing and destroying personal data. Where the processing is on a continuous basis for the provision of the Services – collecting, recording, storing and restricting personal data.

Duration – the duration of the Principal Agreement, and following expiry /termination of the Principal Agreement for the retention period as set out in the Principal Agreement. Where a subprocessor ceases to be appointed as a subprocessor in accordance with the terms of the Principal Agreement, the processing by that subprocessor shall accordingly cease.

Further details of the subprocessors are set out in the Subprocessors Schedule.

### **C. COMPETENT SUPERVISORY AUTHORITY**

Identify the competent supervisory authority/ies in accordance with Clause 13

The Data Protection Commission (the Irish supervisory authority)

