

ACCURIS DATA PROCESSING AGREEMENT

This Data Processing Agreement (“**DPA**”) supplements and forms part of the Accuris General Terms and Conditions, Online T&Cs or any other written or electronic agreement (the “**Agreement**”) between the relevant Accuris entity that provides the Accuris Products and Services and its affiliates (“**Accuris**”) and the relevant customer entity(ies) procuring the Accuris Products and Services under the Agreement (the “**Customer**”). In connection with its provision of Products and Services under the Agreement, Accuris shall process certain Personal Data (as defined below) on behalf of the Customer. This DPA sets out the parties’ responsibilities with respect to the processing of such Personal Data. In the event of any conflict or inconsistency between this DPA and the Agreement, the DPA shall prevail to the extent of that conflict. Defined terms shall have the meanings given to them in the Agreement unless otherwise defined in this DPA. Please contact your Accuris account representative if you would like an executable version of this DPA.

1. Definitions. For the purposes of this DPA: (a) “**Applicable Data Protection Law**” means any and all privacy, data security and data protection laws applicable to the processing of Customer Data pursuant to this DPA; (b) “**Customer Data**” means Personal Data for which the Customer is the Controller and Accuris will process pursuant to the Agreement; (c) “**Personal Data**” means any information relating to a Data Subject, and, includes any “personal data”, “personal information”, “personally identifiable information”, “protected health information” or substantially analogous concept under Applicable Data Protection Laws; (d) “**Restricted Transfer**” means a transfer of Personal Data from a country in which it is lawfully Processed to a third country, in circumstances which the transfer is either prohibited by Applicable Data Protection Law or permitted only subject to additional requirements specified by Applicable Data Protection Law being met; (e) “**Security Incident**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, authorised disclosure of, or access to, Customer Data; and (f) the terms “**Controller**” (where generally understood as being a person that determines the purposes and means of Processing of Personal Data), “**Data Subject**”, “**Process**”, “**Processing**”, “**Processor**” and “**Subprocessor**” shall have the meanings given to them in Applicable Data Protection Law.

2. Appropriate Technical and Organizational Measures. Accuris shall implement appropriate technical and organizational measures to ensure the security of Customer Data it Processes in accordance with Applicable Data Protection Laws. Such measures shall be appropriate to the level of risk and help to ensure the protection of the rights of the Data Subject and shall include the measures identified in the Accuris Information Security Controls document found [here](#).

3. Subprocessing. Customer authorises Accuris’ appointment of the Sub-processors listed in [Accuris Subprocessors](#) to assist Accuris in the Processing of Customer Data provided that: (a) Accuris requires that each Subprocessor must provide at least the same level of protection as is described in this DPA; (b). to the extent required by Applicable Data Protection Law, Accuris remains liable to Customer for any acts or omissions of its Subprocessors; (c) Accuris provides Customer with reasonable prior notice in advance of any new Subprocessor appointment (which may be satisfied by updating its hosted webpage [Accuris Subprocessors](#) with details of such new Subprocessor appointments).

4. Processing of Customer Data. Accuris shall: (a) Process Customer Data only for the purposes of providing the Products and Services pursuant to this DPA and the Agreement (or as otherwise instructed in writing by Customer) (the “Permitted Purpose”). The foregoing documents set out the subject-matter, duration, nature, purpose, types of Customer Data, categories of Data Subjects, and the obligations and rights of Customer relating to its processing of such Customer Data; (b) notify Customer if it can no longer comply with its obligations under, or if a Customer instruction infringes, Applicable Data Protection Law; and (c) not: (i) retain, use, or disclose Customer Data for any purpose other than the Permitted Purpose, which for the avoidance of doubt

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prohibits Accuris from retaining, using, or disclosing Customer Data outside of the direct business relationship between Accuris and Customer; (ii) share, sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Customer Data to another person or entity for: (a) monetary or other valuable consideration; or (b) cross-context behavioural advertising for the benefit of a business in which no money is exchanged; or (iii) combine Customer Data with Personal Data Accuris receives from or on behalf of another person or entity or collects from its own interactions with a Data Subject except to perform a business purpose as defined in regulations adopted pursuant Applicable Data Protection Law.

5. Restricted Transfers of Customer Data. If a party makes a Restricted Transfer of Customer Data (whether to the other party or to any third-party) it shall use a transfer mechanism which complies with Applicable Data Protection Law prior to making the Restricted Transfer. In connection with its provision of certain of its Products and Services, Accuris confirms that Customer Data may be transmitted by Accuris outside of the EEA, Switzerland and the UK. However, Accuris will only transfer Customer Data in accordance with Applicable Data Protection Law, including, where applicable, in reliance on the EU Standard Contractual Clauses and UK Addendum. In the event of a Restricted Transfer of Customer Data from Customer to Accuris, the terms set out in Annex 1 shall apply.

6. Confidentiality. Accuris shall ensure that any person it authorizes to process Customer Data are under appropriate obligations of confidentiality.

7. Cooperation Concerning Data Subjects and Impact Assessments. Accuris shall cooperate with reasonable requests of Customers (at Customer's reasonable expense) to help Customer to: (a) fulfil any request from a Data Subject to exercise any of its rights under Applicable Data Protection Law (including, where applicable, rights of access, correction and deletion; (b) to respond to any other communication received from a Data Subject, competent data protection authority or third party in connection with the Processing of Customer Data; and (c) where and to the extent required by Applicable Data Protection Law, carry out an assessment of the impact of the Processing of Customer Data carried out under the Agreement. .

8. Cooperation Concerning Customer Documentation. Accuris shall cooperate with reasonable requests from Customer to provide information necessary to demonstrate its compliance with this DPA and Applicable Data Protection Law. Customer acknowledges that Accuris is regularly audited against SOC 2 standards by independent third-party auditors. Upon request, Accuris shall supply a summary copy of its audit report(s) to Customer, which shall be subject to the confidentiality provisions of the Agreement. Accuris shall also respond to any written audit questions submitted to it by Customer, provided that Customer shall not exercise this right more than once per year.

9. Security Incidents. In the event of a Security Incident, Accuris will notify Customer without undue delay after becoming aware in accordance with the requirements of Applicable Data Protection Law. Customer is responsible for ensuring that any email address for notifications provided by customer is current and valid. Accuris will take reasonable steps to provide Customers with information that it may reasonably require to comply with its obligations under Applicable Data Protection Laws, including where applicable, to notify impacted Data Subjects and/or supervisory authorities.

10. Deletion of Customer Data. Upon Customer's request, following termination or expiry of the Agreement, Accuris will delete or return all Customer Data to Customer, unless Accuris is permitted to retain or otherwise required to retain some or all of the Customer Data pursuant to any applicable laws or regulations.

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11. Termination and Variation. This DPA shall be effective as of the effective date of the Agreement, and will remain in effect until, and automatically expire upon, deletion or return of all Customer Data by Accuris. Accuris reserves the right to reasonably amend and update this document from time to time. Accuris will give no less than 30 days' notice of any such changes, which shall be included on the Accuris website.

12. Governing Law. This document shall be governed by the governing law (and subject to the jurisdiction(s)) of the relevant Agreement and otherwise subject to the limitations and remedies expressly set out in the Agreement.

ANNEX 1 – Restricted Transfers

1. For the purposes of this Annex 1: (a) “**EU GDPR**” means EU Regulation 2016/679; (b) “**EU/UK Restricted Transfer**” means (i) where the EU GDPR applies, a transfer of Customer Data from the EEA to a country outside of the EEA which is not subject to an adequacy determination by the European Commission (and “**EU Restricted Transfer**”); and (ii) where the UK GDPR applies, a transfer of Customer Data from the UK to any other country which is not subject to or based on adequacy regulations under the UK Data Protection Act 2018 (a “**UK Restricted Transfer**”); (c) “**SCCs**” means, (i) where the EU GDPR applies, the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 (“**EU SCCs**”); and (ii) where the UK GDPR applies, the "International Data Transfer Addendum" to the EU SCCs issued by the Information Commissioner under the UK Data Protection Act 2018 (“**UK Addendum**”); (d) “**UK GDPR**” means the EU GDPR as it forms part of UK law by virtue of the European (Withdrawal) Act 2018;

2. To the extent that any transfer of Customer Data from Customer to Accuris is an EU/UK Restricted Transfer, the SCCs shall be incorporated into this DPA as follows:

(a) where the Restricted Transfer is an EU Restricted Transfer, the EU SCCs will apply between Customer and Accuris as follows: (i) Module Two will apply; (ii) in Clause 7, the optional docking Clause will apply; (iii) in Clause 9, Option 2 will apply, and the time period for prior notice of sub-Processor changes shall be as set out in clause 3 of this DPA; (iv) in Clause 11, the optional language will not apply; (v) in Clause 17, Option 1 will apply, and the EU SCCs will be governed by Irish law; (vi) in Clause 18(b), disputes shall be resolved before the courts of Ireland; (vii) in Annex I: (A) Parts A and B shall be deemed completed with the information set out in Annex 2 to this DPA; (B) Part C shall be deemed completed in accordance with the criteria set out in Clause 13(a) of the EU SCCs; (viii) Annex II shall be deemed completed with the security measures set out in the Accuris Information Security Controls document found [here](#);

(b) where the Restricted Transfer is a UK Restricted Transfer, the UK Addendum will apply between Customer and Accuris as follows: (i) the EU SCCs, completed as set out in (a) above shall apply between Customer and Accuris, and shall be modified by the UK Addendum (completed as set out in sub-clause (ii) below); and (ii) tables 1 to 3 of the UK Addendum shall be deemed completed with relevant information from the EU SCCs, completed as set out above, and the options "Exporter" and "Importer" shall be deemed checked in table 4. The start date of the UK Addendum (as set out in table 1) shall be the effective date of the Agreement.

ANNEX 2 - Data Processing Description

1) Parties

Data Exporter:

Name:	The relevant Customer entity procuring Accuris Products and/or Services under the Agreement.
Address:	As set out in the Agreement.
Contact person's name, position and contact details:	As set out in the Agreement.
Activities relevant to the data transferred under these Clauses:	The receipt of Products and/or Services from Accuris pursuant to the Agreement.
Signature:	This DPA shall be deemed executed upon execution of the Agreement.
Role:	Controller

Data Importer:

Name:	The Accuris entity providing the Accuris Products and/or Services under the Agreement.
Address:	As set out in the Agreement.
Contact person's name, position and contact details:	As set out in the Agreement.
Activities relevant to the data transferred under these Clauses:	The provision of Accuris Products and Services to Customer under the Agreement.
Signature:	This DPA shall be deemed executed upon execution of the Agreement.
Role:	Processor.

2) Data Processing Description

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Categories of Data Subjects whose Personal Data is Processed and transferred:	Employees / personnel of Accuris enterprise customers accessing the Accuris Products / Services
Categories of Personal Data Processed and transferred:	Business email address, username, login information, IP Address
Sensitive data Processed and transferred:	N/A
The frequency of the Processing and transfers:	Continuous
Nature of the Processing:	Processing of Customer Data in connection with the provision of Accuris Products and Services in accordance with the terms of the Agreement.
Purpose(s) of the data transfer and further Processing:	As above.
The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period:	Customer Data will be retained for as long as necessary to provide the Accuris Products and/or Services to Customer
For transfers to (sub-) Processors, also specify subject matter, nature and duration of the Processing:	N/A