

US Data Protection Addendum

This Addendum is added to and incorporated as part of the Terms or other written or electronic agreement between the Parties.

To the extent that the Product require the Processing of Customer Personal Information, the Parties agree to the following:

1. DEFINITIONS

Capitalized terms used but not defined in this Addendum shall have the meaning set forth in the Agreement. The following terms shall have the meanings set out below:

- A. "Customer Personal Information" is the Personal Information processed by 365 under or in connection with the Agreement;
- B. "Data Protection Laws" are the laws and regulations applicable to the Processing of Personal Information including but not limited to the California Consumer Privacy Act ("CCPA") and the California Privacy Rights Act ("CPRA");
- C. "Personal Information" is information that identifies, relates to, describes, is reasonably capable of being associated with or could reasonably be linked, directly or indirectly, with a particular identifiable person or household;
- D. "Personal Information Breach" is a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to, Customer Personal Information;
- E. "Process" means the collection, handling, use, storage, disclosure, transmission or any other operation performed on Personal Information;
- F. "Product" means the services, work, tasks or other activities, including Processing that 365 will perform for Customer as described in the Agreement; and
- G. "Subprocessor" is any third party who is engaged by 365 to carry out specific Processing activities with Customer Personal Information.

2. ROLES OF THE PARTIES

The Parties agree that, except as otherwise expressly set forth in the Agreement, Customer shall be the entity that determines the purposes and means of the Processing of Customer Personal Information and has appointed 365 to Process the Customer Personal Information.

3. SERVICE PROVIDER OBLIGATIONS

- A. 365 agrees to comply with applicable Data Protection Laws and shall instruct its employees, agents and Subprocessors comply with the Applicable Data Protection Laws as well as the terms of the Agreement with respect to Customer Personal Information.
- B. 365 will: (a) only Process Customer Personal Information to the extent strictly necessary for the performance of its obligations under the Agreement, (b) comply with all written instructions from Customer in relation to Customer Personal Information.

C. 365 will not: (a) use, distribute, sell, rent, release, disclose, disseminate, make available, transfer or otherwise communicate Customer Personal Information to another party for monetary or other valuable consideration, (b) retain, use or disclose Customer Personal Information for any purpose other than the specific purpose of performing the Product specified in the Agreement, including retaining, using or disclosing the Customer Personal Information for a commercial purpose other than providing the services specified in the Agreement, (c) retain, use, or disclose the Customer Personal Information outside of the direct business relationship between Customer and 365.

4. **CONFIDENTIALITY**

Subject to any confidentiality obligations in the Agreement, 365 shall take reasonable steps to ensure the reliability of any of its employees, agents and Subcontractors who may have access to Customer Personal Information, ensuring in each case that access is limited to those individuals who need to access such data as strictly necessary to deliver the Product. Further, 365 shall ensure that 365 personnel are subject to confidentiality obligations at least as restrictive as those contained in this Addendum or are subject to an appropriate statutory obligation of confidentiality.

5. **DATA SECURITY**

Subject to any other security obligations in the Agreement, Service Provider will implement and maintain appropriate technical and organizational measures consistent with those required by Applicable Data Protection Laws for the protection of the security, confidentiality, and integrity of the Personal Information. Service Provider will not materially decrease the overall security of the Product while the Agreement is in effect.

6. **INDIVIDUAL RIGHTS**

365 shall promptly notify Customer, and provide full details thereof, if it receives any communication from any individual or any representative of an individual requesting to exercise their rights under Applicable Data Protection Laws with regard to Customer Personal Information. 365 shall provide reasonable assistance and cooperation as is necessary to enable Customer to comply with the exercise of such rights by an individual.

7. **PERSONAL INFORMATION BREACH**

365 shall notify Customer without undue delay upon becoming aware of a Personal Information Breach and shall provide Customer with sufficient information which allows Customer to meet any obligations to report a Personal Information breach under Applicable Data Protection Laws. Such notification shall at a minimum: (i) describe the nature of the Personal Information breach, the categories and numbers of individuals concerned, and the categories and numbers of records concerned; (ii) describe the likely consequences of the Personal Information breach; and (iii) describe the measures taken or proposed to be taken to address the Personal Information Breach.

8. **SUBPROCESSORS**

Customer consents to 365 engaging Subprocessors to Process Customer Personal Information provided such engagements are consistent with the terms of this Addendum and the Agreement. 365 shall, upon request, provide Customer a list of Subprocessors who process Customer Personal Information.

9. **RETURN OR DISPOSAL OF DATA**

Upon expiration or termination of the Agreement (or sooner if reasonably requested by Customer), 365 shall securely delete or return all Customer Personal Information, including any automatically created archival copies of such data, in its possession or under its control (including all Customer Personal Information Processed by any Subprocessor), in accordance with the terms and timelines of the Agreement, or if not stated, within thirty (30) days of the Agreement's termination or expiration, unless otherwise required by Applicable Data Protection Laws.

10. **ADDITIONAL TERMS**

A. The obligations in this Addendum shall continue for as long as any Customer Personal Information remains in 365' custody or control.

B. All other terms the Agreement not expressly modified by this Addendum shall remain in full force and effect.

C. The provisions of this Addendum are supplemental to the provisions of the Agreement. In the event of inconsistencies between the provisions of this Addendum and the provisions of the Agreement, the provisions of this Addendum shall prevail.