

## SCALEFLEX DATA PROCESSING ADDENDUM

Data Processing Addendum: v2.1\_EN  
Updated: 01.01.2024

This Data Processing Addendum, including its Schedules, (“DPA”) supplements and forms an integral part of the agreement as governed by the Scaleflex Standard Terms and Conditions available at [www.legal.scaleflex.com](http://www.legal.scaleflex.com) (“Terms”) or any other agreement between Customer and the applicable Scaleflex contracting entity (“Scaleflex”) governing the use and access of the Product (“Agreement”). This DPA reflects the parties’ agreement with regard to the Processing of Personal Data by Scaleflex on behalf of the Customer in connection with the Product. Unless otherwise defined in this DPA or the Agreement, all capitalised terms used in this DPA will have the meanings given to them in Section 1 of this DPA. Any other relevant terms will have the meanings given to those terms under Applicable Law.

### 1. Definitions.

“**AI**” means Artificial Intelligence. These (opt-in only) features, will be offered in conjunction with the Product, and used based on Customer’s sole discretion. AI features bring the capability to analyse data, make predictions, and automate tasks.

“**AI Policy**” means Scaleflex’ Artificial Intelligence Privacy Policy. This AI Policy provides Customer guidelines on the use of AI features within the product, emphasising data handling and privacy considerations, accessible [here](#).

“**CCPA**” means the California Consumer Privacy Act Cal. Civ. Code § 1798.100 et seq., and any amendments or supplements thereto, including the final California Consumer Privacy Act Regulations. Further specified in Schedule 6 to this DPA.

“**Controller**” means the entity which determines the purposes and means of the Processing of Personal Data. “Customer” means the legal entity that is a party to the Agreement with Scaleflex.

“**Data Protection Legislation**” means all laws and regulations, including but not limited to national, supranational and state-level privacy law(s), applicable to the Processing of Personal Data under the Agreement.

“**Data Subject**” means the identified or identifiable person to whom Personal Data relates.

“**EEA**” means the European Economic Area.

“**GDPR**” means Regulation 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 (General Data Protection Regulation).

“**Personal Data**” means any information relating to an identified or identifiable natural person where such data is Processed by Scaleflex on behalf of Customer.

“**Processing**” (and all verb tenses) means any operation or set of operations which is performed on Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

**"Processor"** means the entity which Processes Personal Data on behalf of the Controller.

**"Sensitive Categories of Data"** means personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs; trade-union membership; genetic data, biometric data processed solely to identify a human being; health-related data; data concerning a person's sex life or sexual orientation.

**"Sub-Processor"** means a Processor engaged by Scaleflex.

**"Standard Contractual Clauses"** means, according to the Standard Contractual Clauses set forth in Schedule 5 to this DPA, (a) where the GDPR applies, the Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021 ("EU SCCs"), or (b) where the UK GDPR applies, the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses of 21 March 2022 ("UK Addendum").

**"Supervisory Authority"** means an independent public authority established or recognized under Data Protection Laws.

**"UK GDPR"** means the Data Protection Act 2018, as well as the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419).

## 2. Processing of Personal Data.

- 2.1. Scope, Roles and Details of the Processing. This DPA, including any Schedules and Annexes, applies when Personal Data is processed by Scaleflex pursuant to the Agreement. Regarding the Processing of Personal Data, Customer is the Controller, Scaleflex is the Processor and Scaleflex will engage Sub-Processors pursuant to the requirements set forth in Section 6 below. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 1 to this DPA.
- 2.2. Customer's Processing of Personal Data. Customer shall, in its use of the Product, Process Personal Data in accordance with the requirements of Data Protection Legislation, including any applicable requirement to provide notice to Data Subjects of the use of Scaleflex as Processor. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Legislation. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data. If Customer chooses to enable any AI features within the Agreement, Scaleflex' AI Policy will apply. Customer specifically acknowledges that its use of the Product will not violate the rights of any Data Subject that has opted-out from sales or other disclosures of Personal Data, to the extent applicable under the CCPA.
- 2.3. Scaleflex Processing of Personal Data. Scaleflex shall treat Personal Data as Confidential Information and shall Process Personal Data on behalf of and only in accordance with Customer's documented instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); and (ii) Processing initiated by Users in their use of the Product.

## 3. Instructions.

- 3.1. Customer Affiliates. Customer represents that it is authorised to give data processing instructions to Scaleflex and to otherwise act on behalf of any Customer Affiliates under this DPA.
  - 3.2. Documented Instructions. This DPA and the Agreement are Customer's complete and final documented instructions at the time of signature of the Agreement with Scaleflex for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon separately and in writing.
  - 3.3. Exception. If Scaleflex is required by law to conduct additional processing, it shall inform Customer of that legal requirement before Processing, unless such notification is prohibited by law.
  - 3.4. Instructions likely to violate Data Protection Legislation. If, in Scaleflex' opinion, Customer's instructions are either likely to violate Data Protection Legislation, Scaleflex is entitled to refuse to follow such instructions and shall inform Customer of the reasons for its refusal. In such cases, Customer shall provide alternative instructions in a timely manner and Scaleflex may cease all Processing of the impacted Personal Data (other than secure storage thereof) until it receives acceptable instructions.
- 4. Scaleflex Personnel.**
- 4.1. Confidentiality Obligations. Scaleflex ensures that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, and have executed written confidentiality agreements.
  - 4.2. Limited Access. Scaleflex ensures that Scaleflex' access to Personal Data is limited to those personnel performing services in accordance with the Agreement.
  - 4.3. Data Protection Officer. Scaleflex has appointed a data protection officer ("DPO"). The appointed DPO may be reached at [privacy@scaleflex.com](mailto:privacy@scaleflex.com).
- 5. Security of Processing.**
- 5.1. Measures. Scaleflex has implemented and shall maintain appropriate technical and organisational measures to protect Personal Data against accidental, unauthorised, or unlawful destruction, loss, alteration, disclosure, and access ("Security Measures"), as described in Schedule 3 of this DPA, including as appropriate:
    - a. the pseudonymisation and encryption of Personal Data;
    - b. the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of Processing systems;
    - c. subject to the Service Level Agreement, the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and
    - d. the regular testing, assessment, and evaluation of the effectiveness of the Security Measures.
  - 5.2. Customer has made an independent determination as to whether these Security Measures meet the Customer's requirements.
  - 5.3. Third Party Certifications. Scaleflex has obtained third party certifications as set forth in Schedule 3 of this DPA. Upon Customer's written request, but not more than once per year, and subject to the confidentiality obligations set forth in the Agreement, Scaleflex shall make available to Customer a copy of Scaleflex' then most recent third-party certification and audit report, as applicable.

## 6. Sub-Processors.

- 6.1. General Authorization. Customer agrees that Scaleflex may use Sub-Processors to fulfil its contractual obligations under this DPA or to provide certain services on its behalf.
- 6.2. Sub-Processor Obligations. Scaleflex will enter into a written agreement with the Sub-Processor and Scaleflex will impose on Sub-Processors data protection obligations not less protective than those in this DPA.
- 6.3. Sub-Processor List. Scaleflex currently uses the Sub-Processors listed in Schedule 2 to this DPA. A list of Sub-Processors is also available on Scaleflex' website at <https://legal.scaleflex.com/privacy/global-privacy-policy/sub-processors> ("Sub-Processors"). Scaleflex will update the Sub-Processors Page with any new Sub-Processor and notify Customer at least 30 calendar days before such Sub-Processors will begin to Process Personal Data.
- 6.4. Objection Right. Customer may object to the use of a new Sub-Processor on a reasonable and legitimate basis. In the event Customer objects to a new Sub-Processor, Customer shall provide written notice to [privacy@scaleflex.com](mailto:privacy@scaleflex.com) within the 30 calendar day notice period set out in Section 6.3, outlining Customer's specific concerns about the new Sub-Processor in order to give Scaleflex the opportunity to address such concerns. Scaleflex may, at its sole discretion, (i) not appoint the Sub-Processor and/or propose an alternate Sub-Processor; (ii) take the steps to address the Customer's specific concerns and obtain Customer's written consent to use the Sub-Processor; or (iii) make available to Customer the Scaleflex Product(s) without the particular aspect that would involve use of the objected-to Sub-processor. If Scaleflex is unable or determines in its reasonable judgement that it is commercially unreasonable to do any of the options in Section 6.4 (i)-(iii), Customer may terminate the Agreement in accordance with section 19.3 of the Terms.
- 6.5. Liability. Scaleflex will remain responsible for the performance of a Sub-Processor to the same extent Scaleflex would be responsible if performing the services of each Sub-Processor directly under the terms of this DPA.

## 7. Rights of Data Subject.

Scaleflex will, to the extent legally permitted, notify Customer without undue delay if Scaleflex receives a request from a Data Subject to exercise the Data Subject's rights set forth in Data Protection Legislation, especially Chapter III of GDPR ("Data Subject Request"). Taking into account the nature of the Processing, Scaleflex will assist Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to Data Subject Requests under Data Protection Legislation. To the extent Customer is unable to address a Data Subject Request, Scaleflex will upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request. To the extent legally permitted, Customer will be responsible for any costs arising from Scaleflex' provision of such assistance.

## 8. Assistance.

Taking into account the nature of Processing and the information available to Scaleflex, Scaleflex will provide reasonable assistance and cooperation to Customer in respect of its relevant obligations under Articles 32 to 36 GDPR. To the extent legally permitted, Customer will be responsible for any costs arising from Scaleflex' provision of such assistance.

#### **9. Personal Data Breach Notification.**

Scaleflex will notify Customer without undue delay, but always within 48 hours, after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed by Scaleflex or its Sub-Processors of which Scaleflex becomes aware ("Personal Data Breach"). Notification of Personal Data Breaches, if any, will be delivered by email at the email address specified for notices in the applicable Order Form, if no email address is specified, to one or more of Customer's Product administrators. Scaleflex' obligation to notify Customer of a Personal Data Breach is not an acknowledgement by Scaleflex of any fault or liability with regard to the Personal Data Breach.

#### **10. Return and Deletion of Personal Data.**

- 10.1. Upon Customer's request to [privacy@scaleflex.com](mailto:privacy@scaleflex.com) Scaleflex will return or delete Personal Data in accordance with the timeframes specified in the Agreement, unless European Union law or the laws of a EU member state requires that Scaleflex retains the Personal Data. Scaleflex may delete Personal Data six months after termination or expiration of the Agreement. Scaleflex shall dispose Personal Data in accordance with the latest method(s) of data sanitising, as detailed in NIST 800-88 ("Guidelines for Media Sanitization").
- 10.2. Notwithstanding anything to the contrary in this DPA, Scaleflex may retain Personal Data if and for as long as required by law.
- 10.3. Personal Data stored in Scaleflex' auto-backup or archival systems will be deleted automatically after 180 days after back-up, or otherwise as soon as technically possible. Upon written request, Scaleflex shall provide a certificate to Customer certifying that Customer Data has been destroyed.
- 10.4. If Customer provides Personal Data on a hard drive or other forms of removable media, such removable media must be encrypted or password protected. In collaboration with Customer, Scaleflex shall either return the removable media to Customer, or securely destroy such removable media by using a certified third party. A certificate of destruction can be made available to Customer upon request.

#### **11. Customer Audits.**

- 11.1. Summary Report of Internal Audit. In addition to Section 5.3, Scaleflex will on a regular basis audit the security of the systems that it uses to Process Personal Data. Upon Customer's written requests, Scaleflex will make available to Customer a summary of the results of this audit ("Summary Report") to demonstrate compliance with the obligations under this DPA.
- 11.2. Customer Audit. If Customer substantiates that the Summary Report cannot satisfactorily demonstrate Scaleflex' compliance and that it has a justifiable suspicion that Scaleflex is in breach of this DPA, Customer may conduct an audit on Scaleflex' premises, not more than once per year, and subject to the confidentiality obligations set forth in the Agreement and following conditions:

- a. Customer must provide at least 30 days' prior written notice to [privacy@scaleflex.com](mailto:privacy@scaleflex.com). Such notice must indicate the reasons for the audit request, and will be effective upon Scaleflex' confirmation of receipt;
  - b. Audits will be conducted within a mutually agreed scope, duration, and timing; performed by Customer, or a third party that is pre-approved by Scaleflex, such approval not to be unreasonably withheld; and conducted within Scaleflex' normal business hours and with best efforts taken to avoid disruption of Scaleflex' business operations;
- 11.3. Cost. The cost of an audit on Scaleflex' premises will be borne by Customer, unless a Material Breach (as defined in the Agreement) of this DPA is found, in which case Scaleflex will bear the costs.
- 11.4. Nothing in this Section 11 varies or modifies the Standard Contractual Clauses nor affects any Supervisory Authority's or Data Subject's rights under the Standard Contractual Clauses.

## 12. Transfers of Personal Data to Third Countries.

- 12.1. Regions. Customer may specify the location where Customer Data, including Personal Data, will be Processed in the Agreement ("Region"). Except as necessary to provide the Product and services initiated by Customer, or as necessary to comply with the law, Scaleflex will not transfer Personal Data from Customer's selected Region. A transfer to a third country shall take place only if the conditions of Chapter V. GDPR are complied with.
- 12.2. Application of Standard Contractual Clauses. Scaleflex will enter into Standard Contractual Clauses with each affiliate and/or Sub-Processor where the Processing of Personal Data is transferred outside the EEA, either directly or via onward transfer, to any third country not recognized by the European Commission as providing an adequate level of protection for Personal Data. The Standard Contractual Clauses will not apply to Personal Data that is not transferred, either directly or via onward transfer, outside the EEA.
- 12.3. Revision of Standard Contractual Clauses. Parties agree that, in the event the Standard Contractual Clauses are revised or replaced by a competent authority, they shall execute any updated or replacement Standard Contractual Clauses in order to ensure continued compliance with Data Protection Legislation. It shall be the Customer's obligation to inform Scaleflex about the location of their end users to facilitate proper data processing and compliance with applicable Data Protection Legislation.
- 12.4. Order of precedence. If the Standard Contractual Clauses apply, nothing in this Section 12 varies or modifies the Standard Contractual Clauses.

## 13. Limitation of liability.

Each party's liability, taken together in the aggregate, arising out of or related to this DPA, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together.

## 14. Entire Agreement, Hierarchy.

Except as amended by this DPA, the Agreement will remain in full force and effect. If there is a conflict between any other agreement between the parties including the Agreement and this DPA, the terms of this DPA will take precedence to the extent of such conflict.

### 15. Term and termination.

This DPA shall enter into force at the same time as the Agreement and shall automatically terminate upon any termination or expiration of the Agreement.

### 16. List of Schedules.

Schedule 1: Details of the Processing of Personal Data  
 Schedule 2: Sub-Processors and Scaleflex Entities  
 Schedule 3: Security Measures  
 Schedule 4: Details of the Processing  
 Schedule 5: Cross Border Transfers  
 Schedule 6: CCPA Addendum  
 Annex A: Technical and Organisational Measures

Company Name:	<b>SCALEFLEX SAS</b>		
Name:	<b>Emil Novakov</b>	<b>Jean-François Lecas</b>	
Title:	CEO	VP, Customer Experience & DPO	
Date signed			
Signature:			

## SCHEDULE 1: DETAILS OF PROCESSING OF PERSONAL DATA

### **Nature and Purpose of Processing**

Scaleflex will Process Personal Data as necessary to provide the Product pursuant to the Agreement and as further instructed by Customer in its use of the Product.

### **Duration of Processing**

Subject to Section 10 of this DPA, Scaleflex will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

### **Categories of Data Subjects**

Customer may store Personal Data in the Product, the extent of which is determined and controlled by Customer in its sole discretion. The sole Personal Data required for the use of the Product relates to the following categories of Data Subjects:

- Employees of Customer
- Customer's Users

Upon Customer's sole discretion, additional Data Subjects might be relevant for the use of (opt-in) AI features within the Product:

- Data Subjects in Customer Assets

### **Types of Personal Data**

Customer may store Personal Data in the Product, the extent of which is determined and controlled by Customer in its sole discretion. The sole categories of Personal Data required for the use of the Product are:

- First and last name
- Email address
- IP addresses

Upon Customer's sole discretion, additional categories might be used for the use of (opt-in) AI features within the Product:

- Biometric data

### **Special categories of data**

The Product is not intended for Customer to store Sensitive Categories of Data, which is for the sake of clarity Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade-union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person (unless AI features have been enabled), data concerning health or data concerning a natural person's sex life or sexual orientation, or Personal Data relating to criminal convictions and offences.

Notwithstanding the foregoing, when AI features have been enabled, Scaleflex highly advises Customer against including Special Categories of Data within Scaleflex' asset labelling taxonomy, particularly in tags or free-form text.

## SCHEDULE 2: SUB-PROCESSORS AND SCALEFLEX ENTITIES

Scaleflex works with certain third parties, as listed below, to provide specific functionalities within the Product(s). In order to provide the relevant functionality these Sub-Processors access Customer Data. Their use is limited to the indicated activities:

Entity name	Sub-Processor activity	Entity country
OVH SAS	IAAS provider	France
Microsoft Inc (Azure)	IAAS provider	Ireland
Amazon Web Services, Inc	IAAS provider	Ireland
Salesforce.com EMEA Ltd	Customer Relationship Management provider	United Kingdom
HubSpot	Customer Relationship Management provider	France
Zendesk, Inc	Support ticketing provider	USA

### Scaleflex entities

The following entities are part of the corporate structure of Scaleflex. Depending on the geographic location of the Customer, Scaleflex may also engage one or more of the following entities as Sub-Processors.

Entity name	Sub-Processor activity	Entity country
Scaleflex SAS	Parent company	France
Scaleflex Inc.	Subsidiary	United States

### Content Delivery Networks ("CDN")

Scaleflex may use CDN to assist with the delivery of the Product(s). CDNs do not have access to Customer Data itself, but are systems commonly used to provide fast delivery of content based on the geographic location of the individual accessing the content and the origin of the content provider:

Entity name	Sub-Processor activity	Entity country	CDN Location
Amazon Web Services, Inc	Content Delivery	Ireland	Global

(Cloudfront)	Network provider		
Akamai Technologies SARL	Content Delivery Network provider	France	Global
CDNetworks Europe, Co. Ltd.	Content Delivery Network provider	United Kingdom	Global
FASTLY	Content Delivery Network provider	USA	Global

## SCHEDULE 3 - SECURITY MEASURES

Scaleflex will implement and maintain the following Security Measure to adequately protect Customer's Personal Data. Customer understands and agrees that these Security Measures are subject to technical progress and development and Scaleflex is therefore expressly allowed to implement adequate alternative measures as long as the general security level described in this Schedule 3 is maintained:

- 1. Technical measures**
  - 1.1. Access control. Scaleflex shall prevent unauthorised access to data processing systems. Personnel shall only have access to Customer data when it's necessary for them to perform their job. Customer data shall not be read, copied, modified or deleted without authorization.
  - 1.2. Entry control. Scaleflex shall prevent that data processing systems can be accessed by unauthorised parties.
  - 1.3. Logging control. Scaleflex shall ensure that all events in the data processing systems can subsequently be checked.
  - 1.4. Transmission control. Scaleflex shall ensure that Personal Data cannot be read, copied, altered or removed without authorization during electronic transmission.
  - 1.5. Data at rest. Scaleflex shall ensure the appropriate encryption of data at rest.
  - 1.6. Data in transit. Scaleflex shall ensure that data over the public internet is encrypted at rest according to industry best practices.
  - 1.7. Separation control. Scaleflex shall ensure that data collected for various purposes are processed separately.
  - 1.8. Reliability control. Scaleflex shall ensure that all functions of the data processing system are available and occurring malfunctions are notified.
  - 1.9. Integrity control. Scaleflex shall ensure that stored Personal Data cannot get damaged by malfunctions of the system or that damaged data can be replaced by the original and correct data.
  - 1.10. Availability control. Scaleflex shall ensure that Personal Data is protected against unintentional destruction or loss and therefore available for the Customer.
- 2. Organisational measures**
  - 2.1. Admission Control. Scaleflex shall prevent unauthorised persons from gaining access to Scaleflex premises.
  - 2.2. Security and awareness training. Scaleflex shall maintain a security awareness program that includes the appropriate training of personnel on Scaleflex' security policies.
  - 2.3. Personnel screening. Criminal background checks shall be performed for all employees before hiring. Additionally, Scaleflex will ensure that all employees have executed written confidentiality agreements.
  - 2.4. Information security management process. Scaleflex shall maintain established documentation covering the Scaleflex information security management system.

- 2.5. Business continuity management process. Scaleflex shall maintain a business continuity management system, that defines the processes and procedures in the event of a disaster, including the testing and reviewing of the disaster recovery plans.
- 2.6. Regular evaluation of Security Measures. Scaleflex shall ensure a process for regular testing, assessing and evaluating the effectiveness of technical and organisational measures to ensure a level of security appropriate to the risk of processing.

## SCHEDULE 4 - DETAILS OF THE PROCESSING

### I. LIST OF PARTIES

#### Data exporter(s):

Name: The entity identified as **Customer** in the DPA.

Address: The address specified in the DPA or in the Agreement.

Contact person's name, position and contact details: The contact details specified in the DPA or in the Agreement.

Activities relevant to the data transferred under these Clauses: Use of the Scaleflex Product(s).

Signature and date: By entering into the Agreement, data exporter is deemed to have signed these Standard Contractual Clauses set forth under schedule 5, including their Annexes, as of the Effective Date of the Agreement.

Role (Controller/Processor): Controller

#### Data importer(s):

Name: **The entity identified as Scaleflex in the DPA**

Address: The address specified in the DPA or in the Agreement.

Contact person's name, position and contact details: The contact details specified in the DPA or in the Agreement.

Activities relevant to the data transferred under these Clauses: Provision of the Scaleflex Product(s).

Signature and date: By entering into the Agreement, data importer is deemed to have signed these Standard Contractual Clauses set forth under schedule 5, including their Annexes, as of the Effective Date of the Agreement.

Role (Controller/Processor): Processor

### II. DESCRIPTION OF TRANSFER

#### Nature of the processing

Scaleflex will Process Personal Data as necessary to provide the Product pursuant to the Agreement and as further instructed by Customer in its use of the Product.

#### Categories of Data Subjects whose Personal Data is transferred

Customer may store Personal Data in the Product, the extent of which is determined and controlled by Customer in its sole discretion. The sole Personal Data required for the use of the Product relates to the following categories of Data Subjects:

- Employees of Customer
- Customer's Users

Upon Customer's sole discretion, additional Data Subjects might be relevant for the use of (opt-in) AI features within the Product:

- Data Subjects in Customer Assets

**Categories of Personal Data transferred**

Customer may store Personal Data in the Product, the extent of which is determined and controlled by Customer in its sole discretion. The sole categories of Personal Data required for the use of the Product are:

- First and last name
- Email address
- IP addresses

Upon Customer's sole discretion, additional categories might be used for the use of (opt-in) AI features within the Product:

- Biometric 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 Product is not intended for Customer to store sensitive categories of data, which is for the sake of clarity Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade-union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person (unless AI features have been enabled), data concerning health or data concerning a natural person's sex life or sexual orientation, or Personal Data relating to criminal convictions and offences.

Notwithstanding the foregoing, when AI features have been enabled, Scaleflex highly advises Customer against including Special Categories of Data within Scaleflex' asset labelling taxonomy, particularly in tags or free-form text.

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

The frequency of the transfer is a continuous basis for the duration of the Agreement, unless otherwise agreed upon in writing.

**Purpose(s) of the data transfer and further processing.**

Scaleflex will Process Personal Data as necessary to provide the Product pursuant to the Agreement and as further instructed by Customer in its use of the Product.

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

Scaleflex may delete Personal Data six months after termination or expiration of the Agreement, unless European Union law or the laws of an EU member state requires that Scaleflex retains the Personal Data for a longer period. Personal Data stored in Scaleflex' auto-backup or archival systems will be deleted automatically after 180 days after back-up, or otherwise as soon as technically possible.

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

Specified \_\_\_\_\_ on \_\_\_\_\_ Scaleflex' \_\_\_\_\_ website \_\_\_\_\_ at <https://legal.scaleflex.com/privacy/global-privacy-policy/sub-processors> ("Sub-Processors"). Sub-Processors will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

## SCHEDULE 5 – CROSS BORDER TRANSFERS

### PART 1 – EEA Cross Border Transfers

1. The parties agree that the terms of the Standard Contractual Clauses are hereby incorporated by reference and shall apply to an EEA Transfer.
2. Module Two (Controller to Processor) of the Standard Contractual Clauses shall apply where the EEA Transfer is effectuated by Customer as the data Controller of the Personal Data and Scaleflex is the data Processor of the Personal Data.
3. Specifications. The following clauses of the Standard Contractual Clauses, have either been amended in accordance with the applicable Privacy Regulation, or require additional specifications as set forth below:

Clause 7	(Docking Clause) shall not apply.
Clause 9	Section 6 of the DPA specifies the procedure for appointing Sub-Processors and the timeframe for providing prior notice of any changes related to the Sub-Processors list, set forth in Schedule 2 of this DPA.
Clause 17	These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the same governing law stated in the Agreement, as long as it is the law of one of the EU Member States allowing for third-party beneficiary rights, otherwise, the governing law will be the law of France.
Clause 18(b)	Disputes and Complaints will be resolved before the courts of the EU Member State, listed in Clause 17.
Annex I.A	Shall be completed according to Schedule 4, I. List of Parties, Data exporter(s) of the DPA.
Annex I.B	Shall be completed according to Schedule 4, I. List of Parties, Data importer(s) of the DPA.
Annex I.C	In accordance with Clause 13, the data exporter's competent Supervisory Authority will be determined in accordance with the GDPR.
Annex II	The Technical and Organisational Measures, as mentioned in the Data Processing Agreement (DPA) under Annex A, are incorporated as Annex II in the Standard Contractual Clauses.

4. To the extent there is any conflict between the Standard Contractual Clauses and any other terms in this DPA, the provisions of the Standard Contractual Clauses will prevail.

## PART 2 – UK Cross Border Transfers

### I. Part one: Tables

<b>Table 1</b>	The Parties: as stipulated in Schedule 4, I. List of Parties of this DPA.
Table 2	Selected SCCs, Modules and Selected Clauses: as stipulated in Schedule 5, Part 1 – EEA Cross Border Transfers, of this DPA.
Table 3	Appendix Information: means the information which must be provided for the selected modules as set out in the Appendix of the EU SCCs, and which for this Part 2 is set out in Schedule 5, Part 1 – EEA Cross Border Transfers, of this DPA.
Table 4	Ending this Addendum when the Approved Addendum changes. The Parties that may end this Addendum as set out in Section 19: <input checked="" type="checkbox"/> Importer <input type="checkbox"/> Exporter <input type="checkbox"/> neither Party

### II. Part two: Mandatory Clauses

Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses, shall apply.

Specifications. The following clauses of the Standard Contractual Clauses, have either been amended in accordance with the applicable Privacy Regulation, or require additional specifications as set forth below:

Part I, clause 16	Shall not apply. For the avoidance of doubt, these Clauses are governed by the laws of England and Wales. Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts.
Part I, clause 17	The Parties are deemed to have accepted the format of this UK cross Border Transfer schedule, as of the Effective Date of the Agreement.

## SCHEDULE 6 - CCPA ADDENDUM

This CCPA Addendum (“CCPA Addendum”) forms part of the Data Protection Addendum (“DPA”), to the extent applicable for the provision for the Product, between Customer and the applicable Scaleflex contracting entity (“Scaleflex”). In the event of a conflict between the terms and conditions of the DPA and those of this CCPA Addendum, this Addendum shall prevail. Capitalised terms used but not defined in this Addendum shall have the meanings given in the Agreement.

### 1. Definitions

“**Business**”, “**Collects**”, “**Consumer**”, “**Business Purpose**”, “**Sell**”, “**Service Provider**”, and “**Share**” shall have the meanings given to them in §1798.140 of the CCPA.

“**Business Purpose**” has the meaning given in Section 5 of this CCPA Addendum.

“**California Consumer Privacy Act**” or “**CCPA**” means Title 1.81.5 California Consumer Privacy Act of 2018 (California Civil Code §§1798.100—1798.199), as amended or superseded from time to time.

“**California Privacy Rights Act**” or “**CPRA**” means the California Privacy Rights Act of 2020 (2020 Cal. Legis. Serv. Proposition 24, codified at Cal. Civ. Code §§1798.100 et seq.), and its implementing regulations, as amended or superseded from time to time.

“**Personal Information**” means personal information as defined by §1798.140 of the CCPA submitted to Scaleflex for processing pursuant to the Agreement.

2. **Scope.** This CCPA Addendum only applies where, and to the extent that, Scaleflex processes Personal Information that is subject to the CCPA and/or the CPRA on behalf of Customer as a Service Provider in the course of providing the Product pursuant to the Agreement.

3. **Business Purpose.** Scaleflex shall only collect and process Personal Information as a Service Provider upon lawful documented instructions from Customer, including those in the Agreement, this CCPA Addendum, and Customer’s configuration of the Product or as otherwise necessary to provide the Product specified in the Agreement (the “Business Purpose”). Scaleflex will not process the Personal Information for any purpose other than for the Business Purpose, except where and to the extent permitted by the CCPA.

### 4. Scaleflex obligations

4.1. Customer is a Business and appoints Scaleflex as its Service Provider to Collect and process the Personal Information for the Business Purpose. Scaleflex is responsible for its compliance with its obligations under this CCPA Addendum and for compliance with its obligations as a Service Provider under the CCPA. Customer is responsible for compliance with its own obligations as a Business under CCPA and shall ensure that it has provided notice and has obtained (or shall obtain) all consents and rights necessary under the CCPA for Scaleflex to collect and process the Personal Information for the Business Purpose.

4.2. Scaleflex shall not: (a) Sell the Personal Information; (b) retain, use, or disclose the Personal Information for any purpose other than for the Business Purpose; (c) retain, use, or disclose the Personal Information outside of the direct business relationship between Scaleflex and Customer (except where Scaleflex has engaged a subprocessor to assist in

the provision of services); (d) Share or process the Personal Information for targeted and/or cross context behavioural advertising; (e) combine Personal Information with any other data if and to the extent this would be inconsistent with the limitations on Service Providers under the CCPA. Scaleflex certifies that it understands and agrees to comply with the restrictions set out in this section 4.2. Scaleflex shall notify Customer if it determines that it cannot meet its obligations under the CCPA.

- 4.3. If the CCPA permits, Scaleflex may aggregate, de-identify, or anonymize Personal Information so it no longer meets the Personal Information definition, and may use such aggregated, de-identified, or anonymized data for its own research and development purposes

**5. Assistance with Customer's CCPA obligations**

- 5.1. Scaleflex will reasonably cooperate and assist Customer with meeting Customer's CCPA compliance obligations and responding to CCPA-related inquiries, including responding to verifiable consumer requests, taking into account the nature of Scaleflex' processing and the information available to Scaleflex.
- 5.2. Scaleflex must notify Customer without undue delay if it receives any complaint, notice, or communication that directly or indirectly relates to either party's compliance with the CCPA. Specifically, Scaleflex must notify Customer without undue delay, if it receives a verifiable consumer request under the CCPA.
- 6. Audits.** Scaleflex permits Customer to monitor its compliance with this CCPA Addendum subject to Section 11 in the DPA "Customer Audits".
- 7. Notification.** Scaleflex agrees to notify Customer if Scaleflex makes a reasonable determination that it can no longer meet its obligations under this CCPA Addendum or CCPA requirements.
- 8. Selling.** Scaleflex certifies that it understands the rules, requirements and definitions of the CCPA and agrees to refrain from selling (as such term is defined in the CCPA) any Personal Information.

## ANNEX A

### TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

***Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.***

Data importer will implement and maintain the technical and organisational measures to adequately protect the data exporter's Personal Data as further described in the DPA. Data exporter understands and agrees that these technical and organisational measures are subject to technical progress and development and Scaleflex is therefore expressly allowed to implement adequate alternative measures as long as the general security level described in the DPA is maintained.

***For transfers to (Sub-) Processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a Processor to a Sub-Processor, to the data exporter.***

Scaleflex selects its Sub-Processors very carefully, all of which undergo stringent security assessments and intakes. Scaleflex has imposed on them data protection obligations that correspond to the data protection provisions in the contractual relationship between Customer and Scaleflex. Taking into account the state of the art, costs of implementation, and nature of the processing, our Sub-Processors shall maintain appropriate technical and organisational measures to protect Personal Data against accidental, unauthorised, or unlawful destruction, loss, alteration, disclosure, and access ("Security Measures"), including, as appropriate: (a) the pseudonymisation and encryption of Personal Data; (b) the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of Processing systems; (c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and (d) the regular maintenance, testing, assessment, evaluation, and updating of the effectiveness of the Security Measures.