

Data Processing Addendum

This Data Processing Addendum ("Addendum") is effective on the first date that Customer provides to e3 Software Personal Data (as defined below) subject to the GDPR, UK GDPR, or Swiss FADP, or April 29, 2025, whichever is later, and forms part of the Master Agreement or other written or electronic agreement ("Agreement") by and between the organization signing or accepting below ("Customer") and e3 Software, LLC ("e3 Software"). This Addendum sets forth the terms and conditions relating to the privacy, confidentiality, and security of Personal Data associated with Online Services and Maintenance rendered by e3 Software to Customer pursuant to the Agreement. All terms defined or used in the Agreement shall have the same meaning in this Addendum unless otherwise specified.

Whereas Customer may provide e3 Software, a company located in the United States, with access to personal data about individuals located in the European Union, United Kingdom, or Switzerland to act as a Processor in connection with Online Services and Maintenance performed by e3 Software for or on behalf of Customer pursuant to the Agreement; and

Whereas Customer requires that e3 Software preserve and maintain the privacy and security of such personal data as a Processor according to the terms of this Addendum;

Now therefore, in consideration of the mutual covenants and agreements in this Addendum and the Agreement and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Customer and e3 Software agree as follows:

Section I—Definitions

A. "Controller" means any person or organization that, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

B. "Personal Data" means any information relating to an identified or identifiable natural person located in the European Union, United Kingdom, or Switzerland, including but not

limited to name, email address, and location, that is subject to the GDPR, UK GDPR, or Swiss FADP.

C. "GDPR" means the European Union General Data Protection Regulation (Regulation (EU) 2016/679).

D. "UK GDPR" means the GDPR as it forms part of the law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, as amended.

E. "Swiss FADP" means the Swiss Federal Act on Data Protection, as amended.

F. "Data Privacy Framework" or "DPF" means the EU-U.S. Data Privacy Framework, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework, as administered by the U.S. Department of Commerce.

G. "Process(es)" or "Processing" means any operation or set of operations performed on Personal Data, whether by automated means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure or dissemination, and erasure or destruction.

H. "Processor" means any natural or legal person, public authority, agency, or other body that Processes Personal Data on behalf of a Controller.

Section II—Privacy, Confidentiality, and Information Security

A. Authority to Process Personal Data

i. Customer and e3 Software agree that Customer is the Controller and e3 Software is the Processor of Personal Data, except when Customer is a Processor of Personal Data, in which case e3 Software is a sub-processor.

ii. This Addendum does not apply where e3 Software is a Controller of Personal Data (e.g., Personal Data received and Processed by e3 Software as needed for account setup, authorization, and sign-on).

iii. e3 Software will Process Personal Data only (a) on behalf of and for the benefit of Customer; (b) for the purposes of Processing Personal Data in connection with the Agreement; and (c) to carry out its obligations pursuant to this Addendum, the Agreement, and applicable law.

iv. Customer will have the exclusive authority to determine the purposes for and means of Processing Personal Data.

v. This Addendum and the Agreement constitute Customer's complete instructions to e3 Software for the Processing of Personal Data. Any alternative or additional instructions must be agreed upon in writing by both parties.

B. Disclosure of and Access to Personal Data

i. e3 Software will hold all Personal Data in confidence.

ii. e3 Software will (a) provide at least the same level of privacy protection for Personal Data as required by the GDPR, UK GDPR, Swiss FADP, and the DPF Principles, as published on the DPF website (<https://www.dataprivacyframework.gov>); (b) promptly notify Customer if e3 Software determines it can no longer meet its obligations under the GDPR, UK GDPR, Swiss FADP, or DPF Principles; and (c) take reasonable and appropriate steps to remediate any unauthorized Processing of Personal Data if Customer notifies e3 Software of non-compliance with applicable data protection laws.

iii. e3 Software will not transfer Personal Data outside the European Economic Area (EEA), United Kingdom, or Switzerland unless adequate data protection safeguards are in place, such as the DPF, Standard Contractual Clauses, or binding corporate rules, or unless required by law. If such a legal requirement arises, e3 Software will, unless prohibited by law, notify Customer before Processing.

iv. e3 Software will not share, transfer, disclose, or provide access to Personal Data to any third party, or contract any of its rights or obligations concerning Personal Data to a third party, without Customer's prior written authorization, except as required by law. Where e3 Software engages a sub-processor, e3 Software will (a) enter into an agreement imposing GDPR-compliant obligations on the sub-processor; (b) transfer Personal Data only for the limited and specified purposes instructed by Customer; (c) require the sub-processor to notify e3 Software if it can no longer meet its data protection obligations; and (d) take reasonable steps to stop and remediate unauthorized Processing upon notice. Customer hereby consents to e3 Software's use of the following sub-processors: Amazon Web Services (<https://aws.amazon.com>), PayPal Braintree (<https://www.braintreepayments.com>), FogBugz (<https://www.fogbugz.com>), Litmus (<https://litmus.com>), Validity (<https://validity.com>). e3 Software will notify Customer of any changes to its sub-processors and provide Customer the opportunity to object. If Customer reasonably objects to a new sub-processor, the parties will cooperate to address the objection in a reasonable manner.

v. e3 Software will promptly notify Customer in writing of any requests regarding Personal Data received from Customer's customers, consumers, employees, or other associates.

Customer is responsible for responding to such requests, but e3 Software will reasonably cooperate to assist Customer in fulfilling requests for access, rectification, objection, portability, restriction, erasure, or export of Personal Data.

vi. e3 Software will implement appropriate technical and organizational measures to protect Personal Data from loss, misuse, unauthorized access, disclosure, alteration, and destruction, taking into account the state of the art, implementation costs, and the nature, scope, context, and purposes of Processing, as well as the risks to individuals' rights and freedoms. Access to Personal Data will be limited to authorized employees on a need-to-know basis, who are bound by confidentiality obligations consistent with this Addendum.

vii. Subject to applicable law, e3 Software will notify Customer immediately in writing of any subpoena, judicial, or administrative order seeking access to or disclosure of Personal Data. Customer may seek a protective order, and e3 Software will reasonably cooperate, provided Customer reimburses e3 Software for associated costs, fees, and legal expenses. e3 Software retains the right to approve or reject settlements affecting e3 Software.

viii. In the event of a personal data breach affecting Personal Data processed on behalf of Customer, e3 Software will notify Customer without undue delay after becoming aware of the breach and provide reasonable assistance to Customer in meeting its notification obligations under applicable law.

C. Compliance with Data Protection Laws

i. e3 Software will comply with applicable data protection and privacy laws, including the GDPR, UK GDPR, Swiss FADP, and DPF Principles, to the extent such laws apply to e3 Software as a Processor.

ii. e3 Software is certified under the EU-U.S. DPF, UK Extension to the EU-U.S. DPF, and Swiss-U.S. DPF, ensuring adequate safeguards for the transfer of Personal Data from the EU, UK, and Switzerland to the United States. For more information, visit <https://www.dataprivacyframework.gov>.

iii. e3 Software commits to resolving complaints about the Processing of Personal Data in accordance with the DPF Principles. EU, UK, or Swiss individuals with complaints should contact e3 Software via the support page or U.S. mail address in the Agreement. Unresolved complaints may be referred to JAMS, an independent dispute resolution provider, at <https://www.jamsadr.com/dpf-dispute-resolution>, at no cost to the individual.

D. Customer Obligations

- i. Customer certifies that it has obtained the necessary consent, affirmative opt-in, or other lawful basis for providing Personal Data to e3 Software (and its sub-processors) and that such lawful basis permits e3 Software to Process Personal Data pursuant to the Agreement and this Addendum.
- ii. Customer certifies that its delivery and disclosure of Personal Data to e3 Software complies with the GDPR, UK GDPR, Swiss FADP, and all applicable data protection laws.

E. Assistance and Audits

- i. e3 Software will assist Customer in meeting its obligations under the GDPR, UK GDPR, and Swiss FADP, including assisting with data protection impact assessments and consultations with supervisory authorities where required.
- ii. Upon Customer's request, e3 Software will provide information necessary to demonstrate compliance with this Addendum, subject to reasonable notice and confidentiality obligations. Customer will bear all expenses related to such requests.

F. Return or Deletion of Personal Data

- i. Upon termination of the Agreement, e3 Software will, at Customer's option, return all Personal Data Processed on behalf of Customer or delete or destroy such Personal Data, including any copies, unless e3 Software is required by law to retain such data. Any costs associated with the return or deletion will be borne by Customer.

IN WITNESS WHEREOF, the parties acknowledge their agreement to the foregoing by due execution of this Addendum by their respective authorized representatives. This Addendum may only be modified or amended by a separate written document signed by both parties.

Customer

Authorized Signature

Printed Name

Title

Date

E3 SOFTWARE, LLC

e3 Software

Authorized Signature

Printed Name

Title

Date