

Data Processing Addendum

Last Updated: November 27, 2024

Introduction

This Data Processing Addendum (“DPA”) forms part of the Service Agreement or other written or electronic agreement(s) between Archive Intel, Inc. and/or its Affiliates (“Archive Intel” or “Company”) and Customer for the provision of Services by Archive Intel to Customer (the “Agreement”). This DPA shall reflect the parties’ agreement with regard to the processing of Personal Information (as defined below) in the performance of the Agreement. This DPA shall only apply to Personal Information contained within Customer Data (as defined in the Agreement) to the extent that it is subject to Privacy and Security Laws. Customer and Archive Intel may be referred to in this DPA individually as a “party” or jointly as the “parties.”

TERMS

1. Definitions:

Capitalized terms used and not defined in this DPA have the respective meanings assigned to them in the Agreement.

- “Privacy and Security Laws” means, to the extent applicable, the Gramm-Leach-Bliley Act (“GLBA”), the California Consumer Privacy Act of 2018 (“CCPA”), and any other applicable U.S. federal or state privacy or information security laws or regulations relating to the protection of Customer Data.
- “Personal Information” means any information defined as “personal information,” “personal data,” “personally identifiable information,” or “nonpublic personal information” pursuant to applicable Privacy and Security Laws.
- “Services” means the provision of products, services, or other work products by Archive Intel as described and set out in the Agreement, and such other services as the parties may agree upon in writing from time to time.
- “Sub-Processor” means a third party engaged by Archive Intel to assist with the provision of the Services which involves the processing of Customer Data.

2. Relationship with Agreement

In the event of a conflict or inconsistency between the provisions in the Agreement and this DPA, the provisions of this DPA shall take precedence solely to the extent this DPA requires additional, more stringent, or more protective obligations; otherwise, all provisions of the Agreement shall apply.

3. Processing of Personal Information

3.1. Archive Intel will process the Personal Information as necessary to perform its obligations under the Agreement and in accordance with applicable Privacy and Security Laws. Archive Intel shall inform the Customer if it determines that it cannot meet its obligations under applicable Privacy and Security Laws or this DPA.

3.2. Customer will comply with applicable Privacy and Security Laws in its use of the Services. Without limiting the foregoing, Customer will (a) provide all required notices and obtain all required consents, permissions and rights necessary under applicable Privacy and Security Laws for Archive Intel to lawfully process Personal Information for the purposes contemplated by the Agreement; and (b) make appropriate use of the Services to ensure a level of security appropriate to the particular content of the Personal Information.

3.3. Upon Customer's request, Archive Intel will provide reasonable cooperation and assistance to Customer to enable Customer to: (a) comply with reasonable requests of access, rectification, and/or deletion of Personal Information in accordance with applicable Privacy and Security Laws; and (b) comply with all requests from a supervisory authority, including but not limited to in the event of an investigation.

3.4. Archive Intel shall notify Customer in the event it receives any request, complaint, or communication relating to Customer's obligations under applicable Privacy and Security Laws (including from a relevant regulator).

3.5. Customer acknowledges that Archive Intel may collect certain information or data for analytics and to monitor performance and security of the Services ("Analytics Data"). Archive Intel will process such Analytics Data only as permitted by applicable Privacy and Security Laws.

4. Security Measures

4.1. Archive Intel shall take and implement appropriate technical and organizational security and confidentiality measures designed to provide a level of security appropriate to the risk to Customer Data against unauthorized use, modification, loss, compromise, destruction, or disclosure of, or access to, Customer Data (a "Security Incident").

4.2. Such measures implemented in Section 4.1 shall require Archive Intel to have regard to industry standards and costs of implementation, as well as taking into account the nature, scope, context, and purposes of the processing, as well as the risk of varying likelihood and severity for the rights and freedoms of individuals.

4.3. Archive Intel shall undertake regular reviews of the technical and organizational measures and the data processing operations connected with the Services to ensure compliance with the DPA and to consider improving the technical and organizational measures such that they meet or exceed the requirements of the Agreement.

4.4. Archive Intel shall adopt and maintain a comprehensive written information security policy that describes its policies and procedures to comply with this Section 4 and shall provide a summary of such policy to Customer upon request.

4.5. Archive Intel shall implement and maintain policies and procedures to detect and respond to Security Incidents.

4.6. For the Term of the Agreement, Archive Intel will ensure that all persons authorized to process Customer Data only process Customer Data in accordance with the Agreement.

5. Security Incident Notification Obligations

5.1. In the event of a Security Incident, Archive Intel shall: (a) notify Customer about the Security Incident promptly (and not later than seventy-two (72) hours after reasonably confirming the Security Incident); (b) to the extent reasonably available at the time of notice, provide a description of the Security Incident, including the nature of the Security Incident, the categories and approximate number of individuals affected, the categories and approximate number of data records affected, the likely consequences of the Security Incident, and the risks to affected individuals; (c) promptly update Customer as additional relevant information becomes available; (d) take all actions as may be required by applicable Privacy and Security Laws; (e) maintain reasonable records of information relating to the Security Incident, including the results of its own investigations and authorities' investigations, as well as remedial actions taken; and (f) reasonably cooperate with Customer to prevent future Security Incidents.

5.2. Archive Intel shall make any additional information related to the Security Incident available to Customer upon request. All such information shall be considered Confidential Information of Archive Intel.

6. CCPA

5.1. Archive Intel will not: (i) retain, use, disclose, or otherwise process such Personal Information other than to perform the Services in accordance with the Agreement and this DPA; (ii) "sell" or "share" Personal Information within the meaning of the CCPA; (iii) retain, use, disclose, or otherwise process Personal Information outside the direct business relationship with Customer as described in the Agreement and this DPA; or (iv) combine Personal Information originating from Customer with Personal Information from other sources, except as permitted under the CCPA. Archive Intel must inform Customer if it determines that it can no longer meet its obligations under applicable Privacy and Security Laws, in which case Customer may take reasonable and appropriate steps to prevent, stop, or remediate any unauthorized processing of such Personal Information.

7. Sub-Processors

7.1. Customer authorizes Archive Intel to use third-party suppliers and vendors for the provision of the Services (each a "Sub-Processor") in accordance with this Section 7 and any restrictions in the Agreement.

7.2. Archive Intel will ensure that any Sub-Processor to which it provides access to Personal Information will enter into a written agreement with Archive Intel requiring that the Sub-Processor abide by terms substantially similar to those contained in this DPA. Archive Intel will remain liable to Customer in accordance with the Agreement for any acts or omissions of a Sub-Processor relating to its processing of Personal Information. Upon request, Archive Intel will provide Customer with a list of all Sub-Processors authorized to process Personal Information on behalf of Customer.

8. Return and Destruction

8.1. Following termination or expiration of the Agreement for whatever reason and having received written confirmation from Customer, Archive Intel shall destroy, or at Customer's election, return,

the Customer Data in Archive Intel's possession, custody, or control, unless and for the duration Archive Intel is permitted to retain such Customer Data in accordance with applicable laws. Notwithstanding the foregoing, to the extent it is not commercially reasonable for Archive Intel to remove Customer Data from archive or other backup media, Archive Intel may retain Customer Data on such media in accordance with its backup or other disaster recovery procedures. In the event Archive Intel retains Customer Data after the Term, Archive Intel shall continue to comply with the confidentiality and privacy obligations hereunder until such Customer Data is no longer in Archive Intel's possession, custody, or control.

9. Audits

9.1. Archive Intel will make available to Customer at Customer's request reasonable information which is necessary to demonstrate compliance with this DPA.

9.2. To the extent Archive Intel makes available to Customer a confidential summary report ("Audit Report") prepared by a third-party security professional examining Archive Intel's security measures, Customer agrees that receipt of such Audit Report will satisfy any requests from Customer to audit Archive Intel's data processing facilities.

9.3. If Customer can demonstrate that it requires additional information, beyond the Audit Report, then Customer may request, at Customer's cost, Archive Intel to provide for an audit subject to reasonable confidentiality procedures, which will be performed upon not less than thirty (30) days' notice. Any such audit shall be carried out by an independent third-party auditor mutually agreed upon by the parties and bound by a duty of confidentiality.

9.4. Such audit is subject to the following conditions: (i) audits are limited to Archive Intel's facilities and personnel in the scope of this DPA; (ii) audits occur no more than once annually, unless there is a material breach of this Agreement or a Security Incident; (iii) audits must be performed during regular business hours, without substantially disrupting Archive Intel's business operations, and in accordance with Archive Intel's security policies; and (iv) such audits will not include access to any information that could compromise confidential information relating to other customers or suppliers, Archive Intel's technical and organizational measures, or any trade secrets. Any information obtained by Customer in the course of such an audit is the Confidential Information of Archive Intel, and the Customer will not disclose them to third parties except for the Customer's legal counsel and consultants bound by obligations of confidentiality.

10. Liability

The liability of each party under this DPA shall be subject to the exclusions and limitations of liability set out in the Agreement. Any reference to any "limitation of liability" of a party in the Agreement shall be interpreted to mean the aggregate liability of a party under the Agreement and this DPA.

11. Miscellaneous

11.1. Severability: If any provision in this DPA is determined to be ineffective or void by any court or body of competent jurisdiction or by virtue of any legislation to which it is subject, it shall be ineffective or void to that extent only, and the validity and enforceability of the remaining provisions

of the DPA and the Agreement shall not be affected. The parties shall promptly and in good faith work to replace the ineffective or void provision with a lawful provision that reflects the business purpose of the ineffective or void provision. The parties shall similarly promptly and in good faith add any necessary appropriate provision where such a provision is found to be missing by any court or body of competent jurisdiction or by virtue of any legislation to which this DPA is subject.

11.2. Notices: For notices related to this DPA, Customer may send an email to its main Archive Intel point of contact for the Services. All notices to Customer will be addressed to the relevant account administrator designated by Customer.