DATA PROCESSING AGREEMENT

This Data Processing Agreement (this "**DPA**") forms part of the agreement entered into between Zype Inc. ("**Company**") and the applicable customer ("**Customer**") (Company and Customer are referred to herein individually as "**Party**" and collectively as the "**Parties**").

All capitalized terms not defined herein shall have the meaning set forth in the Agreement. In providing services to Customer pursuant to the Agreement (the "**Services**"), Company may Process Customer Data on behalf of Customer, and the parties agree to comply with the following provisions with respect to any Customer Data. The Parties acknowledge that this DPA reflects the Parties' agreement with regard to the Processing of Customer Data.

1.   **Definitions**

   1.1   "**Customer Data**" means all Personal Information that is, in relation to the Services: (i) provided by or on behalf of Customer to Company; or (ii) obtained or Processed by Company (including its agents and subcontractors) by or for the benefit of Customer.

   1.2   "**Data Subject**" means an identified, or identifiable, natural person to whom Personal Information relates.

   1.3   "**Personal Information**" means any information that identifies, relates to, describes, or is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular person or household, or is otherwise "personal data," "personal information," "personally identifiable information," "nonpublic personal information," "protected health information," or similar designation under and regulated by Privacy Law.

   1.4   "**Privacy Law**" means all applicable federal, state, territorial, and local laws, rules, directives, regulations, and governmental requirements currently in effect, or as they become effective, relating in any way to the privacy, confidentiality, or security of Personal Information, including, to the extent relevant, the California Consumer Privacy Act of 2018, Title 1.81.5 (commencing with Section 1798.100) to Part 4 of Division 3 of the Civil Code as amended by the California Privacy Rights Act (2020) and any later amendments thereto ("**CCPA**"), the General Data Protection Regulation 2016/679 ("**GDPR**"), and any equivalent or similar laws, rules, regulations, and governmental requirements in applicable jurisdictions, and any laws implementing, replacing or supplementing any of them, as amended, consolidated, re-enacted, or replaced from time to time.

   1.5   "**Process(ing)**" means the collection, use, modification, storage, disclosure and any other activity with respect to Personal Information that is governed by Privacy Law.

   1.6   "**Sell(ing)**" has the meaning ascribed to it in the CCPA.

   1.7   "**Service Provider**" has the meaning ascribed to it in the CCPA.

2.   **Processing Location and Standard Contractual Clauses**

   2.1   Company will Process Customer Data in the United States. In the event that the Company intends to change the country/countries it processes Customer Data, the Parties shall amend this DPA in writing to reflect such

change. Where required by Privacy Law, the Parties will enter into standard contractual clauses (in the form mutually agreed by the parties), or other similar documentation required for the international transfer of Personal Information, to ensure an adequate level of data protection ("**Standard Contractual Clauses**").

2.2 In the event of a change in any Privacy Laws relating to the use of the Standard Contractual Clauses, the Parties will discuss, and agree on, an alternative solution permitting the Company to continue to Process the Personal Information in the country/countries named in Section 2.1.

2.3 In the case of any inconsistency between any of the provisions of the Agreement, this DPA, and the Standard Contractual Clauses respectively, the provisions of the Standard Contractual Clauses shall prevail in preference to the Agreement and this DPA, and the provisions of this DPA shall prevail over the provisions of the Agreement.

3. **Customer's Instructions**

3.1 Customer has the sole right to give Company instructions regarding the Processing of Customer Data. Customer hereby instructs Company to process Customer Data to the extent required to provide the Services. Additional Customer instructions may be given in writing. Oral instructions will be confirmed in writing as soon as possible.

3.2 If in Company's opinion, the execution of an instruction of Customer would breach this DPA, the Standard Contractual Clauses (if any), or Privacy Laws, Company will notify Customer in writing. In such a case, Company will suspend the execution of the instruction until the instruction is confirmed by Customer in writing.

4. **General Obligations of Customer**

4.1 Customer is the controller of Customer Data (as the term "controller" is understood pursuant to the GDPR).

4.2 Customer represents and warrants that it has obtained Customer Data in compliance with applicable Privacy Law and that providing Customer Data to Company pursuant to the Agreement shall not cause Company to be in violation of applicable Privacy Law.

4.3 Customer will notify Company as soon as possible of any errors or irregularities it discovers in connection with the Processing of Customer Data by Company.

5. **General Obligations of Company**

5.1 Company is the processor of Customer Data (as the term "processor" is understood pursuant to the GDPR).

5.2 Where applicable under Privacy Law, Company is a Service Provider to Customer and Company certifies that it understands the restrictions set forth in the CCPA and agrees that:

5.2.1 Company shall Process all Customer Data on behalf of Customer only;

5.2.2 Company is prohibited from retaining, using, or disclosing Customer Data for any purpose other than for the specific purpose of performing the Services, including, without limitation, from retaining, using, or disclosing such Customer Data (a) for a purpose other than providing the Services (b) outside of the direct business relationship between the relevant Data Subject and Customer (and Company on behalf of Customer);

5.2.3 Company shall not further collect, use, or disclose Customer Data except as necessary to perform the Services; and

5.2.4 Company is prohibited from Selling Customer Data for any reason.

5.3   Company will only process Customer Data in accordance with the instructions provided by Customer, this DPA, the Standard Contractual Clauses (if any), and Privacy Law.

5.4   Company shall, however, have the right to Process the Customer Data outside the scope set out in Section 5.3: (i) in the case of the Personal Information of Data Subjects resident in the European Union, as may be required by the laws of the European Union or its members states; (ii) in the case of the Personal Information of Data Subjects not resident in the European Union, as may be required by any country's laws to which Company is subject to; and (iii) for the permitted service provider uses listed in the California Attorney General's California Consumer Privacy Act Regulations (as may be amended from time to time).

5.5   Company will provide Customer with assistance, as Customer may reasonably request and at Customer's sole cost, to enable Company to comply with obligations imposed on Customer in relation to Customer Data, including, but not limited to, providing any assistance with Data Subject rights requests, data protection impact assessments, and prior consultations of Company required under Privacy Law, or other binding legal obligations, which may include, litigation holds and responding to binding orders of a court or regulatory authority with jurisdiction.

5.6   Company shall inform Customer as soon as possible (and in any event, in accordance with Privacy Law), in writing, of any inquiry, complaint, notice, or other communication it receives from any supervisory authority or other governmental body or any individual, relating to Customer's compliance with Privacy Law. Company shall present to Customer, upon request, such complaints, notice, or other communication and shall provide reasonable assistance to Customer, at Customer's sole cost, to enable Customer to respond to such inquiries, complaints, notices, or other communications. For the avoidance of doubt, Company shall not respond to any such inquiry, complaint, notice, or other communication without the prior written consent of Customer (unless otherwise required by Privacy Law).

5.7   Company will notify Customer as soon as possible (and in any event, in accordance with Privacy Law), and as far as it is legally permitted to do so, of any access request for disclosure of data which concerns Customer Data (or any part thereof) by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction. For the avoidance of doubt, and as far as it is legally permitted to do so, Company shall not disclose or release any Customer Data in response to such request served on Company without first consulting with, and obtaining the written consent of, Customer.

6.   **Data Protection and Security**

6.1   Company has designated or will designate a data protection officer and/or a representative in the EU and/or any other jurisdiction to the extent required under Privacy Law. Company will notify Customer, in writing, of (and of any changes to) the identity and contact details of any data protection officer and/or representative (if any).

6.2   Company will maintain a record of all categories of Processing activities carried out on behalf of Customer to the extent required to enable Customer to comply with its obligations under Privacy Law. Company will cause each sub-processor it retains to maintain a record of all categories of Processing activities carried out on behalf of the Company by the sub-processor to the extent required to enable Customer or Company to comply with its obligations under Privacy Law. The records in this Section 6.2 include, without limitation:

6.2.1   a description of the categories of the Customer Data being processed and the categories of the Processing activities undertaken;

6.2.2   details of any transfer of Customer Data, including details of: (i) the country in which the recipient is located and, if applicable, the recipient international organization; and (ii) the safeguards implemented for the protection of Customer Data; and

6.2.3   a general description of the technical and organizational security measures to be implemented and maintained by such sub-processor.

6.3 Company shall make available (and shall cause any sub-processor to make available) to Customer copies of such records in electronic form upon reasonable request from the Customer.

6.4 Company will ensure the reliability of any person authorized to process Customer Data and ensure that such persons have committed themselves in writing to confidentiality or are under an appropriate obligation of confidentiality and an obligation to act in compliance with Privacy Law.

6.5 Company shall keep Customer Data confidential and implement and maintain (and required any sub-processors that have access to Customer Data to maintain) a documented information security program appropriate to the nature of the Customer Data that: (a) contains administrative, technical, and physical safeguards to identify, assess and protect against any reasonably foreseeable anticipated or actual threats or hazards (whether internal or external) to the security or integrity of Customer Data (including threats of loss, theft, unauthorized access, use, disclosure or other unauthorized processing of Customer Data or any failure of security controls protecting Customer Data), whether contained in tangible or intangible records ("**Safeguards**"); (b) meets commercially reasonable standards for such Safeguards; and (c) complies with Privacy Law.

6.6 Company shall (a) proactively monitor and assess risks and the sufficiency of any Safeguards in place to control such risks; (b) review the scope of security measures at least annually and when a material change in Company's business practices occurs that may reasonably implicate the security or integrity of records containing Customer Data; and (c) implement and maintain Safeguards to control the risks Company identifies through risk assessment, regular testing, and otherwise monitoring the effectiveness of the Safeguards' key controls, systems and procedures to confirm the information security program is operating in a manner that is reasonably calculated to prevent and detect unauthorized access to or use or disclosure of Customer Data. Company will periodically improve such Safeguards in line with the new development of best practices and technical standards.

7. **Data Breach Notification**

7.1 Company shall notify Customer as soon as possible (and in any event, in accordance with Privacy Law), after the identification of a breach of security that resulted in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to, Customer Data transmitted, stored, or otherwise Processed by Company or any of its sub-processors. The notification shall at least:

7.1.1 describe the nature of the data breach, including, where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Customer Data records concerned; and

7.1.2 describe the measures taken or proposed to be taken to address the data breach, including, where appropriate, measures to mitigate its possible adverse effects.

o Where it is not possible to provide all of the information at the same time, the information may be provided in phases.

7.2 Company shall provide reasonable assistance, upon Customer's request, with any obligation of Customer under Privacy Law to document any such data breach. If the data breach is directly attributable to the actions of Customer, any reasonable assistance provided by Company shall be at Customer's sole cost and expense.

8. **Rights of the Data Subjects**

8.1 Customer shall have sole discretion in responding to the rights asserted by the Data Subjects. Company will forward to Customer any requests of Data Subjects in connection with Customer Data.

8.2 Company will reasonably assist Customer, upon request and at Customer's sole cost, in fulfilling any rights of the Data Subjects to the extent these rights relate to the Processing of Customer Data by Company.

9. **Data Upon Termination**

9.1 Upon Customer's reasonable request, and at the latest, upon termination or expiration of the Agreement, Company will, while respecting data protection and security measures, delete all Customer Data unless: (a) in the case of the Personal Information of Data Subjects resident in the European Union, the laws of the European Union or its members states require a longer retention period; and (b) in the case of the Personal Information of Data Subjects not resident in the European Union, the country's laws to which Company is subject to require a longer retention period. Where allowed by applicable Privacy Law, the foregoing obligations will not extend to Customer Data maintained in Company's back-up systems in the normal course of business.

10. **Right to Engage Sub-processors**

10.1 Customer has instructed and authorized the use of sub-processors to assist Company with respect to the performance of Company's obligations under the Agreement and Company agrees to be responsible for the acts or omissions of such sub-processors to the same extent as Company would be liable if performing the services of the sub-processors under the terms of this DPA. Upon written request of Customer, Company will provide to Customer a list of its then-current sub-processors.

10.2 Where Company engages another party in accordance with this DPA, obligations providing for at least for an equal level of data protection, as established by this DPA, shall be imposed on that other party by way of a written contract, such as a data processing agreement.

11. **Liability**

11.1 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 section of the Agreement that describes each Party's liability.

12. **Audits and Inspections**

12.1 Customer (itself or through a third party) has the right to inspect or audit, at Customer's sole cost, Company's compliance with this DPA. Company will grant Customer, or a designated third party, access to its business premises during the Company's regular business hours and make available all information necessary to demonstrate compliance with this DPA; *provided*, *however*, that such audit or inspection shall be conducted in a manner designed to cause minimal interruption to Company's business operations.

12.2 Customer will notify Company, in writing, of any such audit or inspection at least eight (8) weeks in advance. Customer may not conduct more than one audit or inspection per calendar year unless otherwise required by applicable Privacy Law.

12.3 Company will provide reasonable assistance, at Customer's sole cost and as reasonably requested by Customer, in connection with any audits of any competent supervisory or regulatory authority to the extent such audit relates to the Processing of Customer Data by Company under this DPA.

13. **Final Provisions**

13.1 This DPA is subject to the laws of the jurisdiction as stated in the Agreement. The Parties exclusively submit to the courts of the chosen jurisdiction as set out in the Agreement.

13.2 Any amendments or supplements to, or termination of, this DPA must be in writing in order to be legally effective, this requirement applies accordingly to any waiver of this written form requirement. For the avoidance of doubt, any references to any written form requirement in this DPA (e.g. "written" or "in writing") include declarations and documents in electronic and text form whether bearing a signature or not (e.g. emails, fax copies or scans).

13.3   If a provision of this DPA is or becomes ineffective, in whole or in part, or if there is an omission, the remaining provisions of this DPA shall remain unaffected. In place of the ineffective provision, and to fill the omission, the Parties will, in good faith, agree on a reasonable provision which comes - to the extent legally possible - closest to what the Parties agreed or would have agreed if they had considered this point.