

DATA PROCESSING ADDENDUM

1. BACKGROUND

- 1.1. The Subscriber and Stitch Inc. ("**Stitch**") entered into an Agreement, comprising the Order and the Master Terms and Conditions (<https://www.stitchdata.com/terms>), for the provision of the Service.
- 1.2. In the event that Stitch Processes Subscriber Personal Data (each as defined below) of individuals located in the EEA, or of any Subscriber who is established in the EEA, this Data Processing Addendum (the "**DPA**") shall be supplemental to the Agreement and apply to the Processing of such Subscriber Personal Data. In the event of a conflict between any of the provisions of this DPA and the provisions of the Master Terms and Conditions, the provisions of this DPA shall prevail.
- 1.3. This DPA is between the Subscriber and Stitch (each a "**Party**" and collectively the "**Parties**").

2. DEFINITONS

- 2.1. Unless otherwise set out below, each capitalised term in this DPA shall have the meaning set out in the Agreement, and the following capitalised terms used in this DPA shall be defined as follows:
 - (a) "**Controller**" has the meaning given in the Directive.
 - (b) "**Data Protection Laws**" means the Directive, any applicable national implementing legislation including, and in each case as amended, replaced or superseded from time to time, including without limitation by the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("**GDPR**") and all applicable legislation protecting the fundamental rights and freedoms of persons and their right to privacy with regard to the Processing of Subscriber Personal Data.
 - (c) "**Data Subject**" has the meaning given in the Directive.
 - (d) "**Directive**" means Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.
 - (e) "**European Economic Area**" or "**EEA**" means the Member States of the European Union together with Iceland, Norway, and Liechtenstein.
 - (f) "**Processing**" has the meaning given in the Directive, and "**Process**" will be interpreted accordingly.
 - (g) "**Processor**" has the meaning given in the Directive.

- (h) **"Security Incident"** means any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Subscriber Personal Data.
- (i) **"Subprocessor"** means any Processor engaged by Stitch who agrees to receive from Stitch Subscriber Personal Data.
- (j) **"Subscriber Personal Data"** means the **"personal data"** (as defined in the Directive) described in ANNEX 1 and any other personal data that Stitch processes on behalf of the Subscriber or the Subscriber's Affiliate in connection with Stitch's provision of the Service.
- (k) **"Supervisory Authority"** has the meaning given in the Directive.

3. DATA PROCESSING

- 3.1. **Instructions for Data Processing.** Stitch will only Process Subscriber Personal Data in accordance with the Subscriber's written instructions, unless Processing is required by European Union or Member State law to which Stitch is subject, in which case Stitch shall, to the extent permitted by European Union or Member State law, inform the Subscriber of that legal requirement before Processing that Subscriber Personal Data. The Agreement (subject to any changes to the Service agreed between the Parties) and this DPA shall be the Subscriber's complete and final instructions to Stitch in relation to the processing of Subscriber Personal Data.
- 3.2. Processing outside the scope of this DPA or the Agreement will require prior written agreement between the Subscriber and Stitch on additional instructions for Processing.
- 3.3. **Required consents.** Where required by applicable Data Protection Laws, Subscriber will ensure that it has obtained/will obtain all necessary consents for the Processing of Subscriber Personal Data by Stitch in accordance with the Agreement.

4. TRANSFER OF PERSONAL DATA

- 4.1. **Authorised Subprocessors.** The Subscriber agrees that Stitch may use Amazon Web Services, Inc as a Subprocessor to Process Subscriber Personal Data.
- 4.2. The Subscriber agrees that Stitch may use subcontractors to fulfil its contractual obligations under the Agreement. Stitch shall notify the Subscriber from time to time of the identity of any Subprocessors it engages. If the Subscriber (acting reasonably) does not approve of a new Subprocessor, then without prejudice to any right to terminate the Agreement, the Subscriber may request that Stitch moves the Subscriber Personal Data to another Subprocessor and Stitch shall, within a reasonable time following receipt of such request, use all reasonable endeavours to ensure that the Subprocessor does not Process any of the Subscriber Personal Data.
- 4.3. Save as set out in clauses 4.1 and 4.2, Stitch shall not permit, allow or otherwise facilitate Subprocessors to Process Subscriber Personal Data without the prior written consent of

Subscriber and unless Stitch enters into a written agreement with the Subprocessor which imposes the same obligations on the Subprocessor with regard to their Processing of Subscriber Personal Data, as are imposed on Stitch under this DPA.

4.4. **Liability of Subprocessors.** Stitch shall at all times remain responsible for compliance with its obligations under the DPA and will be liable to the Subscriber for the acts and omissions of any Subprocessor approved by the Subscriber as if they were the acts and omissions of Stitch.

4.5. **Prohibition on Transfers of Personal Data.** The Subscriber acknowledges that Stitch or its Subprocessors may access the Subscriber Personal Data outside the EEA or Switzerland, provided that Stitch maintains its certification to the EU-U.S. Privacy Shield.

5. DATA SECURITY, AUDITS AND SECURITY NOTIFICATIONS

5.1. **Stitch Security Obligations.** Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Stitch shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including the measures set out in ANNEX 2.

5.2. Upon request by the Subscriber, Stitch shall make available all information reasonably necessary to demonstrate compliance with this DPA.

5.3. **Security Incident Notification.** If Stitch or any Subprocessor becomes aware of a Security Incident Stitch will (a) notify the Subscriber of the Security Incident within 72 hours, (b) investigate the Security Incident and provide such reasonable assistance to the Subscriber (and any law enforcement or regulatory official) as required to investigate the Security Incident, and (c) take steps to remedy any non-compliance with this DPA.

5.4. **Stitch Employees and Personnel.** Stitch shall treat the Subscriber Personal Data as the Confidential Information of the Subscriber, and shall ensure that any employees or other personnel have agreed in writing to protect the confidentiality and security of Subscriber Personal Data.

6. ACCESS REQUESTS AND DATA SUBJECT RIGHTS

6.1. **Data Subject Requests.** Save as required (or where prohibited) under applicable law, Stitch shall notify Subscriber of any request received by Stitch or any Subprocessor from a Data Subject in respect of their personal data included in the Subscriber Personal Data, and shall not respond to the Data Subject.

6.2. Stitch shall provide Subscriber with the ability to correct, delete, block, access or copy the Subscriber Personal Data in accordance with the functionality of the Service.

6.3. **Government Disclosure.** Stitch shall notify Subscriber of any request for the disclosure of Subscriber Personal Data by a governmental or regulatory body or law enforcement

authority (including any data protection supervisory authority) unless otherwise prohibited by law or a legally binding order of such body or agency.

- 6.4. **Data Subject Rights.** Where applicable, and taking into account the nature of the Processing, Stitch shall use all reasonable endeavours to assist Subscriber by implementing any other appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Subscriber's obligation to respond to requests for exercising Data Subject rights laid down in the GDPR.

7. **DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION**

- 7.1. To the extent required under applicable Data Protection Laws, Stitch shall provide reasonable assistance to the Subscriber with any data protection impact assessments and with any prior consultations to any Supervisory Authority of Subscriber, in each case solely in relation to Processing of Subscriber Personal Data and taking into account the nature of the Processing and information available to Stitch.

8. **TERMINATION**

- 8.1. **Deletion of data.** Subject to 8.2 and 8.3 below, Stitch shall, within 90 (ninety) days of the date of termination of the Agreement:

- (a) return a complete copy of all Subscriber Personal Data by secure file transfer in such a format as notified by Subscriber to Stitch; and
- (b) delete and use all reasonable efforts to procure the deletion of all other copies of Subscriber Personal Data Processed by Stitch or any Subprocessors.

- 8.2. Subject to section 8.3 below, Subscriber may in its absolute discretion notify Stitch in writing within 30 (thirty) days of the date of termination of the Agreement to require Stitch to delete and procure the deletion of all copies of Subscriber Personal Data Processed by Stitch. Stitch shall, within 90 (ninety) days of the date of termination of the Agreement:

- (a) comply with any such written request; and
- (b) use all reasonable endeavours to procure that its Subprocessors delete all Subscriber Personal Data Processed by such Subprocessors,

and, where this section 8.2 applies, Stitch shall not be required to provide a copy of the Subscriber Personal Data to Subscriber.

- 8.3. Stitch and its Subprocessors may retain Subscriber Personal Data to the extent required by applicable laws and only to the extent and for such period as required by applicable laws and always provided that Stitch shall ensure the confidentiality of all such Subscriber Personal Data and shall ensure that such Subscriber Personal Data is only Processed as necessary for the purpose(s) specified in the applicable laws requiring its storage and for no other purpose.

1.

DETAILS OF THE PROCESSING OF SUBSCRIBER PERSONAL DATA

This ANNEX 1 includes certain details of the processing of Subscriber Personal Data as required by Article 28(3) of the GDPR.

Subject matter and duration of the Processing of Subscriber Personal Data

The subject matter and duration of the processing are as set out in clause 8 of the Agreement and this DPA.

The nature and purpose of the Processing of Subscriber Personal Data

The Processing of Subscriber Personal Data provided by the Subscriber to Stitch through the Platform or otherwise in connection with the provision of the Service.

The types of Subscriber Personal Data to be processed

Contact information, usage information, non-traditional identifiers of the Subscriber's Authorized Users, and any other Personal Data the Subscriber or its Authorized Users submit to the Platform.

Any other Personal Data contained in any data the Subscriber or its Authorized Users extracts, transfers, and loads onto the Servers via the Platform.

The categories of data subject to whom the Subscriber Personal Data relates

Authorized Users and any other data subjects whose data the Subscriber or its Authorized Users extracts, transfers, and loads onto the Servers via the Platform.

The obligations and rights of the Subscriber

The obligations and rights of the Subscriber are as set out in this DPA.

2.

TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

1. Stitch maintains internal policies and procedures, or procures that its Subprocessors do so, which are designed to:
 - (a) secure any personal data Processed by Stitch against accidental or unlawful loss, access or disclosure;
 - (b) identify reasonably foreseeable and internal risks to security and unauthorised access to the personal data Processed by Stitch;
 - (c) minimise security risks, including through risk assessment and regular testing.
2. Stitch will, and will use reasonable efforts to procure that its Subprocessors conduct periodic reviews of the security of their network and the adequacy of their information security program as measured against industry security standards and its policies and procedures.
3. Stitch will, and will use reasonable efforts to procure that its Subprocessors periodically evaluate the security of their network and associated services to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.