

## EXHIBIT C DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) forms part of the BuildingLink.com, LLC (“**BuildingLink**”), Terms of Purchase, or other agreement governing the use of BuildingLink’s services (“**Agreement**” and “**Services**”, respectively) entered by and between you (“**you**”, “**your**”, “**Customer**”), and BuildingLink. This DPA sets out the terms that apply with regard to the Processing of Personal Data (as defined below) by BuildingLink, on behalf of Customer, in the course of providing the BuildingLink Services to Customer under the Agreement.

All capitalized terms not defined herein will have the meaning set forth in the Agreement.

By using the Services, Customer accepts this DPA and you represent and warrant that you have full authority to bind the Customer to this DPA. If you cannot, or do not agree to, comply with and be bound by this DPA, or do not have authority to bind the Customer or any other entity, please do not provide Personal Data to us.

### 1. DEFINITIONS

**1.1. “Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**1.2. “Authorized Affiliate”** means any of Customer’s Affiliate(s) which (a) is subject to the Data Protection Laws and Regulations, and (b) is permitted to use the Services pursuant to the Agreement between Customer and BuildingLink, but has not signed its own Order Form with BuildingLink and is not a “Customer” as defined under the Agreement.

**1.3. “Authorized User”** means any individual authorized or otherwise enabled by Customer to use the Services through Customer’s account.

**1.4. “CCPA”** means the California Consumer Privacy Act of 2018, Cal. Civ. Code §§ 1798.100 et. Seq, or as applicable the California Privacy Rights Act (CPRA) (effective January 1, 2023).

**1.5. “Controller”** means the entity which determines the purposes and means of the Processing of Personal Data.

**1.6. “Customer Data”** means what is defined in the Agreement as “Customer Data.”

**1.7. “Data Protection Laws”** All applicable laws and regulations relating to the processing of Personal Data including the EU Data Protection Directive (95/46/EC), the Electronic Communications Data Protection Directive (2002/58/EC) and the EU’s General Data Protection Regulation (GDPR) (2016/679/EC), including all law and regulations implementing or made under them and any amendment or re-enactment of them. The terms “Controller”, “Personal Data”, “Process”, “Processor” and “Supervisory Authority” shall have the meanings given to them in the GDPR.

**1.8. “Data Subject”** means an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**1.9. “GDPR”** means Regulation (EU) 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).

**1.10. “Information Security Policy”** means the security documentation applicable to the Services purchased by Customer, as updated from time to time, as made reasonably available to Customer by BuildingLink.

**1.11. “Personal Data”** or “**Personal Information**” means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, to or with a particular Data Subject or household, which is included in Customer Data Processed by BuildingLink on behalf of Customer under the Agreement.

**1.12. “Personal Data Breach”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed by BuildingLink on behalf of Customer under the Agreement.

**1.13. “Personnel”** means persons authorized by BuildingLink to Process Customer’s Personal Data.

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**1.14. “Process” or “Processing”** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, blocking, erasure or destruction.

**1.15. “Processor”** means the entity which Processes Personal Data on behalf of the Controller.

**1.16. “Sensitive Data”** means Personal Data that is protected under a special legislation and requires unique treatment, such as “special categories of data”, “sensitive data” or other materially similar terms under applicable Data Protection Laws, which may include any of the following: (a) social security number, tax file number, passport number, driver’s license number, or similar identifier (or any portion thereof); (b) credit or debit card number; (c) financial, credit, genetic, biometric or health information; (d) information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person’s sex life or sexual orientation, or data relating to criminal convictions and offences; and/or (e) account passwords in unhashed form.

**1.17. “Standard Contractual Clauses”** means the standard contractual clauses of Commission Implementing Decision (EU) 2021/914 of 4 June 2021.

**1.18. “Sub-Processor”** means any third-party service provider engaged by BuildingLink that Processes Personal Data under the instruction or supervision of BuildingLink.

**1.19. “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. DATA PROCESSING

**2.1. Scope and Roles.** This DPA applies when Personal Data is Processed by BuildingLink strictly on behalf of Customer, as part of BuildingLink’s provision of the Services. In this context and for the purposes of the GDPR or any similar Data Protection Laws, Customer is the data Controller and BuildingLink is the data Processor; and for the purposes of the CCPA (to the extent applicable), Customer is the Business and BuildingLink is the Service Provider.

**2.2. Subject Matter, Duration, Nature and Purpose of Processing.** BuildingLink Processes Customer’s Personal Data as part of providing Customer with the Services, pursuant to the specifications and for the duration under the Agreement.

**2.3. Type of Personal Data and Categories of Data Subjects.** Customer and Authorized Users determine the type and nature of any Personal Data (if any) entered into and through the BuildingLink Services. BuildingLink has no control over the identity of the data subjects whose Personal Data is processed on behalf of Customer or over the types of Personal Data Processed.

**2.4. Customer’s Processing of Personal Data; Instructions.** Customer shall, in its use of the Services, only submit or otherwise have Personal Data Processed in accordance with the requirements of Data Protection Laws. BuildingLink will only Process Personal Data on behalf of and in accordance with Customer’s reasonable instructions. Customer instructs BuildingLink to Process Personal Data for the following purposes: (i) Processing related to the Services in accordance with the Agreement; (ii) Processing to comply with other reasonable instructions provided by Customer where such instructions are consistent with the Agreement; (iii) rendering Personal Data fully and irrevocably anonymous and non-personal, in accordance with applicable standards recognized by Data Protection Laws and guidance issued thereunder; and (iv) Processing as required under any applicable laws to which BuildingLink is subject, and/or as required by a court of competent jurisdiction or other competent governmental or semi-governmental authority, provided that BuildingLink shall inform Customer of the legal requirement before Processing, unless prohibited under such law or requirement. For the avoidance of doubt, Customer’s instructions for the Processing of Personal Data shall comply with Data Protection Laws. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data. Without limitation, Customer will provide all necessary notices to relevant Data Subjects, including a description of the Services, and secure all necessary permissions and consents, or other applicable lawful grounds for Processing Personal Data pursuant to this DPA, and shall indemnify, defend and hold harmless any claim, damages or fine against BuildingLink arising from any failure to acquire or use the Personal Data with legal consent or legitimate business purpose or in violation of any data protection legal requirement. BuildingLink will inform Customer, if in BuildingLink’s opinion an instruction infringes any provision under any Data Protection Laws and will be under no obligation to follow such instruction, until the matter is resolved in good-faith between the parties.

To the extent that BuildingLink cannot comply with an instruction from Customer, (i) BuildingLink shall promptly inform Customer, providing relevant details of the problem, (ii) BuildingLink may, without any kind of liability to Customer, temporarily cease all Processing of the affected Personal Data (other than securely storing such data) and/or suspend access to the Customer’s account, and (iii) if the parties do not agree on a resolution to the issue in question and the costs thereof, Customer may, as its sole remedy, terminate the Agreement and this DPA with respect to the affected Processing. Customer will have no further claims against BuildingLink (including, without limitation, requesting refunds for the Services) pursuant to the termination of the Agreement and the DPA as described in this paragraph.

## 3. ASSISTANCE

Taking into account the nature of the Processing, BuildingLink will reasonably assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to requests for exercising the Data Subjects' rights under the GDPR or other Data Protection Laws, to request access, rectification or deletion of Personal Data, to restrict or object to further processing of such data, to receive a portable copy thereof, or to request not to be subject to automated individual decision-making. BuildingLink will further reasonably assist Customer, upon Customer's reasonable request, in ensuring compliance with Customer's obligations in connection with the security of Processing, notification of a Personal Data Breach to supervisory authorities and affected Data Subjects, Customer's data protection impact assessments and Customer's prior consultation with supervisory authorities, insofar as it relates to BuildingLink's Processing of Personal Data under this DPA, and to the extent Customer does not otherwise have access to the relevant information, and that such information is available to BuildingLink. Except for negligible costs, Customer will promptly reimburse BuildingLink with costs and expenses incurred by BuildingLink in connection with the provision of assistance to Customer under this DPA.

## 4. BUILDINGLINK PERSONNEL

**4.1. Limitation of Access.** BuildingLink will ensure that BuildingLink's access to Personal Data is limited to those Personnel who require such access to perform the Agreement.

**4.2. Confidentiality.** BuildingLink will impose appropriate contractual obligations upon its Personnel engaged in the Processing of Personal Data, including relevant obligations regarding confidentiality, data protection, and data security. BuildingLink will ensure that its Personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training in their responsibilities, and have executed written confidentiality agreements. BuildingLink will ensure that such confidentiality agreements survive the termination of the employment or engagement of its Personnel.

## 5. SUB-PROCESSORS

**5.1.** BuildingLink may engage Sub-Processors to Process Personal Data on behalf of Customer. Customer hereby provides BuildingLink with a general authorization to engage the Sub-Processors listed at <https://www.buildinglink.com/sub-processors/>. All Sub-Processors have entered into written agreements with BuildingLink that bind them by data protection obligations substantially similar to those under this DPA. Where a Sub-Processor fails to fulfil its data protection obligations in connection with the Processing of Personal Data under this DPA, BuildingLink will remain fully liable to Customer for the performance of that Sub-Processor's obligations.

**5.2.** BuildingLink may engage with a new Sub-Processor ("**New Sub-Processor**") to Process Personal Data on Customer's behalf. BuildingLink shall provide notification of any new Sub-Processor(s) before authorizing such new Sub-Processor(s) to Process Personal Data in connection with the provision of the Services. Customer may object to the Processing of Customer's Personal Data by the New Sub-Processor, for reasonable and explained grounds, by providing a written objection to [privacy@buildinglink.com](mailto:privacy@buildinglink.com) within 15 business days following BuildingLink's written notice to Customer of the intended engagement with the New Sub-Processor. If Customer timely sends BuildingLink a written objection notice, the parties will make a good-faith effort to resolve Customer's objection. In the absence of a resolution, BuildingLink will make commercially reasonable efforts to provide Customer with the same level of service, without using the New Sub-Processor to Process Customer's Personal Data.

## 6. CROSS-BORDER DATA TRANSFERS

**6.1. Transfers from the EEA, Switzerland and the United Kingdom to countries that offer adequate level of data protection.** Personal Data may be transferred from EU Member States, the three EEA member countries (Norway, Liechtenstein and Iceland) (collectively, "**EEA**"), Switzerland and the United Kingdom ("**UK**") to countries that offer an adequate level of data protection under or pursuant to the adequacy decisions published by the relevant data protection authorities of the EEA, the European Union, the Member States or the European Commission, or Switzerland or the UK as relevant ("**Adequacy Decisions**"), as applicable, without any further safeguard being necessary.

**6.2. Transfers to Other Countries.** If the Processing of Personal Data by BuildingLink includes transfers (either directly or via onward transfer) from the EEA ("**EEA Transfer**"), Switzerland ("**Swiss Transfer**") and/or the UK ("**UK Transfer**") to other countries which have not been subject to a relevant Adequacy Decision ("**Cross-Border Transfer**"), and such transfers are not performed through an alternative recognized compliance mechanism as may be adopted by BuildingLink for the lawful transfer of personal data (as defined in the GDPR) outside the EEA, Switzerland or the UK, as applicable, then (i) the terms set forth in Part 1 of **Schedule 1** (EEA Cross Border Transfers) shall apply to any such EEA Transfer; (ii) the terms set forth in Part 2 of **Schedule 1** (UK Cross Border Transfers) shall apply to any such UK Transfer; and (iii) the terms set forth in Part 3 of **Schedule 1** (Switzerland Cross Border Transfers) shall apply to any such Swiss Transfer.

## 7. SECURITY

**7.1. Controls.** BuildingLink will implement and maintain administrative, physical and technical safeguards designed for the protection of the security, confidentiality and integrity of Customer's Personal Data, pursuant to the BuildingLink Information Security Policy. BuildingLink regularly monitors its compliance with these safeguards. BuildingLink will not materially decrease the overall security of the Services during the term of the Agreement.

**7.2. Policies, Certifications and Audit Reports.** BuildingLink uses external auditors to verify the adequacy of its security measures. The internal controls of the Services are subject to periodic testing by such auditors and are based on the Statement on Standards for Attestation Engagements (SSAE) No. 18 Service Organisation Control (SOC2) report. Upon Customer's written request at reasonable intervals and subject to confidentiality limitations, BuildingLink will make available to Customer that is not a BuildingLink competitor (or to a third-party auditor on Customer's behalf, that is not a BuildingLink competitor and subject to the auditor's execution of BuildingLink's non-disclosure agreement), the most recent version of third-party security audit or certification reports commonly made available to BuildingLink Customers.

## **8. PERSONAL DATA BREACH MANAGEMENT AND NOTIFICATION**

**8.1.** BuildingLink will maintain security incident management policies and procedures and, to the extent required under applicable Data Protection Laws, will notify Customer without undue delay (as practicable under the circumstances, but no later than 48 hours) after becoming aware of a Personal Data Breach affecting Customer's Personal Data being Processed hereunder by BuildingLink or any of BuildingLink's Sub-Processors. BuildingLink's notice will at least: (a) describe the nature of the Personal Data Breach including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned; (b) communicate the name and contact details of a designated officer on BuildingLink's data protection team, which will be available to provide any additionally available information about the Personal Data Breach; (c) describe the likely consequences of the Personal Data Breach; (d) describe the measures taken or proposed to be taken by BuildingLink to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue delay.

## **9. AUDIT AND DEMONSTRATION OF COMPLIANCE**

**9.1.** BuildingLink will make available to Customer, pursuant to Customer's reasonable written request, all information necessary for Customer to demonstrate compliance with the obligations laid down under Article 28 to the GDPR in relation to the Processing of Personal Data under this DPA by BuildingLink and its Sub-Processors. Such information shall only be used by Customer to assess compliance with the aforesaid obligations, and may not be disclosed to any third party without BuildingLink's prior written approval. As soon as the purpose of such information is met, Customer will permanently dispose of all copies thereof.

**9.2.** BuildingLink will allow for and contribute to audits, including inspections, conducted by Customer or a reputable auditor mandated by Customer (who are each not a competitor of BuildingLink or affiliated with such a competitor), to assess BuildingLink's compliance with its obligations under this DPA. BuildingLink may satisfy the audit obligation under this section by providing Customer with attestations, certifications and summaries of audit reports conducted by accredited third party auditors. Audits by Customer are subject to the following terms: (i) the audit will be pre-scheduled in writing with BuildingLink, at least 45 days in advance and will be performed not more than once a year (except for an audit following a Personal Data Breach); (ii) the auditor will execute a non-disclosure and non-competition undertaking toward BuildingLink; (iii) the auditor will not have access to non-Customer data; (iv) Customer will make sure that the audit will not interfere with or damage BuildingLink's business activities and information and network systems; (v) Customer will bear all costs and assume responsibility and liability for the audit; (vi) no audit shall include access to BuildingLink's network and/or networks that contain BuildingLink's customer data, (vii) Customer will receive only the auditor's report, without any BuildingLink 'raw data' materials, will keep the audit results in strict confidentiality and will use them solely for the specific purposes of the audit under this section; (viii) at the request of BuildingLink, Customer will provide it with a copy of the auditor's report; and (ix) as soon as the purpose of the audit is completed, Customer will permanently dispose of the audit report.

## **10. RETURN OR DELETION OF PERSONAL DATA**

Upon 30 days following Customer's written request after termination or expiration of the Agreement, BuildingLink shall delete all Customer Data in its possession or control. This requirement shall not apply to the extent BuildingLink is required by applicable law to retain some or all of the Customer Data, or to Customer Data it has archived on back-up systems (e.g., in the form of audit logs), which Customer Data BuildingLink shall securely isolate and protect from any further Processing, except to the extent required by applicable law.

## **11. DISPUTE RESOLUTION**

The parties will attempt in good faith to resolve any dispute related to this DPA as a precondition to commencing legal proceedings, first by direct communications between the persons responsible for administering this DPA and next by negotiation between executives with authority to settle the controversy. Either party may give the other party a written notice of any dispute not resolved in the normal course of business. Within five business days after delivery of the notice, the receiving party will submit to the other party a written response. The notice and the response will include a statement of each party's position and a

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summary of arguments supporting that position and the name and title of the executive who will represent that party. Within five business days after delivery of the disputing party's notice, the executives of both parties will meet at a mutually acceptable time and place, including by phone, and thereafter as often as they reasonably deem necessary, to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. All negotiations pursuant to this clause are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

If any disputes remain unresolved after good faith attempts at resolution using the procedure outlined herein, the Parties will submit all disputes according to the Dispute Resolution provisions of the Agreement.

## 12. TERM

This DPA will commence and become legally binding on the earlier of (i) the date of its execution, (ii) the effective date of the Agreement to which it relates, or (iii) the initiation of BuildingLink's Processing of Personal Data on behalf of Customer; and will continue until the Agreement expires or is terminated.

## 13. AUTHORIZED AFFILIATES

**13.1. Contractual Relationship.** The parties acknowledge and agree that, by executing the DPA, the Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, in which case each Authorized Affiliate agrees to be bound by the Customer's obligations under this DPA, if and to the extent that Customer Processes Personal Data on the behalf of such Authorized Affiliates, thus qualifying them as the "Controller". All access to and use of the Services by Authorized Affiliates must comply with the terms and conditions of the Agreement and this DPA and any violation of the terms and conditions therein by an Authorized Affiliate shall be deemed a violation by Customer.

**13.2. Communication.** The Customer shall remain responsible for coordinating all communication with BuildingLink under the Agreement and this DPA and shall be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

## 14. MODIFICATIONS

Each party may by at least 45 days' prior written notice to the other party, request in writing any variations to this DPA if they are required as a result of any change in, or decision of a competent authority under, any Data Protection Laws, to allow Processing of Customer Personal Data to be made (or continue to be made) without breach of that Data Protection Law. Pursuant to such notice: (a) BuildingLink shall make commercially reasonable efforts to accommodate such modification requested by Customer or that BuildingLink believes is necessary; and (b) Customer shall not unreasonably withhold or delay agreement to any consequential variations to this DPA proposed by BuildingLink to protect the BuildingLink against additional risks, or to indemnify and compensate BuildingLink for any further steps and costs associated with the variations made herein at Customer's request. The parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in Customer's or BuildingLink's notice as soon as is reasonably practicable. In the event that the parties are unable to reach such an agreement within 30 days of such notice, then Customer or BuildingLink may, by written notice to the other party, with immediate effect, terminate the Agreement to the extent that it relates to the Services which are affected by the proposed variations (or lack thereof). Customer will have no further claims against BuildingLink (including, without limitation, requesting refunds) pursuant to the termination of the Agreement and the DPA as described in this Section.

## 15. LIMITATION OF LIABILITY

**15.1.** Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Authorized Affiliates of Customer and BuildingLink, 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.

**15.2.** For the avoidance of doubt, BuildingLink's and its Affiliates' total liability for all claims from the Customer and all of its Authorized Affiliates and Customer Representatives arising out of or related to the Agreement and each DPA shall apply in the aggregate for all claims under both the Agreement and all DPAs established under this Agreement, including by Customer and its Authorized Affiliates and Customer Representatives and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Authorized Affiliate that is a contractual party to any such DPA.

**15.3.** Also for the avoidance of doubt, each reference to the DPA in this DPA means this DPA including its schedules and appendices.

## 16. CONFLICT

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**16.1.** In the event of any conflict or inconsistency between certain provisions of this DPA and the provisions of the Agreement, the provisions of this DPA shall prevail over the conflicting provisions of the Agreement solely with respect to the Processing of Personal Data.

**16.2.** In the event of any conflict between certain provisions of this DPA and any of its Schedules and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

## SCHEDULE 1 – 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 BuildingLink is the data processor of the Personal Data.
3. Module Three (Processor to Processor) of the Standard Contractual Clauses shall apply where the EEA Transfer is effectuated by Customer as the data processor of the Personal Data and BuildingLink is a Sub-processor of the Personal Data.
4. Clause 7 of the Standard Contractual Clauses (Docking Clause) shall not apply.
5. Option 2: GENERAL WRITTEN AUTHORISATION in Clause 9 of the Standard Contractual Clauses shall apply, and the method for appointing and time period for prior notice of Sub-processor changes shall be as set forth in Section 5.2 of the DPA.
6. In Clause 11 of the Standard Contractual Clauses, the optional language will not apply.
7. In Clause 17 of the Standard Contractual Clauses, Option 1 shall apply, and the Parties agree that the Standard Contractual Clauses shall be governed by the laws of the Republic of Ireland.
8. In Clause 18(b) of the Standard Contractual Clauses, disputes will be resolved before the courts of the Republic of Ireland.
9. Annex I.A of the Standard Contractual Clauses shall be completed as follows:

Data Exporter: Customer.

Contact details: As detailed in the Agreement.

Data Exporter Role:

Module Two: The Data Exporter is a data controller.

Module Three: The Data Exporter is a data processor.

Signature and Date: By entering into the Agreement and DPA, Data Exporter is deemed to have signed these Standard Contractual Clauses incorporated herein, including their Annexes, as of the Effective Date of the Agreement.

Data Importer: BuildingLink.

Contact details: As detailed in the Agreement.

Data Importer Role:

Module Two: The Data Importer is a data processor.

Module Three: The Data Importer is a sub-processor.

Signature and Date: By entering into the Agreement and DPA, Data Importer is deemed to have signed these Standard Contractual Clauses, incorporated herein, including their Annexes, as of the Effective Date of the Agreement.
10. Annex I.B of the Standard Contractual Clauses shall be completed as follows:

The categories of personal data and data subjects are described in Sections 2.1, 2.2 and 2.3 of the DPA.

The Parties transfer Sensitive Data in limited circumstances where the Customer uses the KeyLink product or TimeTracker feature.

The frequency of the transfer is a continuous basis for the duration of the Agreement.

The nature and purpose of the Processing is described in Sections 2.1, 2.2 and 2.3 of the DPA.

The period for which the Personal Data will be retained is for the duration of the Agreement, unless agreed otherwise in the Agreement and/or the DPA.

In relation to transfers to Sub-processors, the subject matter, nature, and duration of the processing is set forth in Section 5 of the DPA.

11. Annex I.C of the Standard Contractual Clauses shall be completed as follows:

The competent supervisory authority in accordance with Clause 13 is the supervisory authority in the Member State stipulated in Section 7 above.

12. Sections 7 and 8 of this DPA serve as Annex II of the Standard Contractual Clauses.

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

## **PART 2 – UK Cross Border Transfers**

**Table 1: The Parties:** as detailed in Section 9 of Part 1 of this Schedule 1.

**Table 2: Selected SCCs, Modules and Selected Clauses:** as detailed in Part 1 of this Schedule 1.

**Table 3: Appendix Information:** means the information which must be provided for the selected modules as set out in the Appendix of the Standard Contractual Clauses (other than the Parties), and which is set out in Part 1 of this Schedule 1.

### Entering into this Part 2:

1. Each Party agrees to be bound by the terms and conditions set out in this Part 2, in exchange for the other Party also agreeing to be bound by this Part 2.
2. Although Annex 1A and Clause 7 of the Standard Contractual Clauses require signature by the Parties, for the purpose of making UK Transfers, the Parties may enter into this Part 2 in any way that makes them legally binding on the Parties and allows data subjects to enforce their rights as set out in this Part 2. Entering into this Part 2 will have the same effect as signing the Standard Contractual Clauses and any part of the Standard Contractual Clauses.

### Interpretation of this Part 2:

3. Where this Part 2 uses terms that are defined in the Standard Contractual Clauses, those terms shall have the same meaning as in the Standard Contractual Clauses. In addition, the following terms have the following meanings:

Addendum EU SCCs	The version(s) of the Standard Contractual Clauses to which this Part 2 is appended, as set out in Table 2, including the Appendix Information.
Appendix Information	As set out in Table 3.
Appropriate Safeguards	The standard of protection over the personal data and of data subjects' rights, which is required by UK Data Protection Laws when the Parties are making a UK Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
Standard Contractual Clauses	As defined in the DPA.
ICO	The Information Commissioner.
Part 2	This Part 2 which is made up of this Part 2 incorporating the Addendum EU SCCs.
UK Addendum	An addendum to the Standard Contractual Clauses published by the ICO and approved by the UK Parliament.



UK Data Protection Laws	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
UK GDPR	As defined in Section 3 of the Data Protection Act 2018.
UK	The United Kingdom of Great Britain and Northern Ireland.
UK Transfer	A transfer which is covered by Chapter V of the UK GDPR.

4. This Part 2 must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfills the Parties' obligation to provide the Appropriate Safeguards.
5. If the provisions included in the Addendum EU SCCs amend the Standard Contractual Clauses in any way which is not permitted under the Standard Contractual Clauses or this Part 2, such amendment(s) will not be incorporated by this Part 2 and the equivalent provision of the Standard Contractual Clauses will take their place.
6. If there is any inconsistency or conflict between UK Data Protection Laws and this Part 2, UK Data Protection Laws applies.
7. If the meaning of this Part 2 is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies.
8. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, reenacted and/or replaced after this DPA has been entered into.

Hierarchy:

9. Although Clause 5 of the Standard Contractual Clauses sets out that the Standard Contractual Clauses prevail over all related agreements between the Parties, the Parties agree that, for a UK Transfer, the hierarchy in Section 10 will prevail.
10. Where there is any inconsistency or conflict between this Part 2 and the Addendum EU SCCs (as applicable), this Part 2 overrides the Addendum EU SCCs, except where (and in so far as) the inconsistent or conflicting terms of the Addendum EU SCCs provides greater protection for data subjects, in which case those terms will override the provisions of this Part 2.
11. Where this Part 2 incorporates Addendum EU SCCs which have been entered into to protect transfers subject to the General Data Protection Regulation (EU) 2016/679 then the Parties acknowledge that nothing in this Part 2 impacts those Addendum EU SCCs.

Incorporation and changes to the Standard Contractual Clauses:

12. This Part 2 incorporates the Addendum EU SCCs which are amended to the extent necessary so that:
  - a. together they operate for data transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that data transfer, and they provide Appropriate Safeguards for those data transfers;
  - b. Sections 9 to 11 override Clause 5 (Hierarchy) of the Standard Contractual Clauses; and
  - c. this Part 2 (including the Addendum EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales, in each case unless the laws and/or courts of Scotland or Northern Ireland have been expressly selected by the Parties.
13. Unless the Parties have agreed alternative amendments which meet the requirements of Section 12, the provisions of Section 15 below will apply.

14. No amendments to the Standard Contractual Clauses other than to meet the requirements of Section 12 may be made.
15. The following amendments to the Addendum EU SCCs (for the purpose of Section 12) are made:
  - a. References to the “Clauses” means this Part 2, incorporating the Addendum EU SCCs;
  - b. In Clause 2, delete the words:

“and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679”;
  - c. Clause 6 (Description of the transfer(s)) is replaced with:

“The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter’s processing when making that transfer.”;
  - d. To the extent applicable, Clause 8.7(i) of Module 1 is replaced with:

“it is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer”;
  - e. Clause 8.8(i) of Modules 2 and 3 is replaced with:

“the onward transfer is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer;”
  - f. References to “Regulation (EU) 2016/679”, “Regulation (EU) 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 (General Data Protection Regulation)” and “that Regulation” are all replaced by “UK Data Protection Laws”. References to specific Article(s) of “Regulation (EU) 2016/679” are replaced with the equivalent Article or Section of UK Data Protection Laws;
  - g. References to Regulation (EU) 2018/1725 are removed;
  - h. References to the “European Union”, “Union”, “EU”, “EU Member State”, “Member State” and “EU or Member State” are all replaced with the “UK”;
  - i. To the extent applicable, the reference to “Clause 12(c)(i)” at Clause 10(b)(i) of Module One, is replaced with “Clause 11(c)(i)”;
  - j. Clause 13(a) and Part C of Annex I are not used;
  - k. The “competent supervisory authority” and “supervisory authority” are both replaced with the “Information Commissioner”;
  - l. In Clause 16(e), subsection (i) is replaced with:

“the Secretary of State makes regulations pursuant to Section 17A of the Data Protection Act 2018 that cover the transfer of personal data to which these clauses apply;”;
  - m. Clause 17 is replaced with:

“These Clauses are governed by the laws of England and Wales.”;
  - n. Clause 18 is replaced with:

“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.”; and
  - o. The footnotes to the Standard Contractual Clauses do not form part of this Part 2, except for footnotes 8, 9, 10 and 11.

## Amendments to this Part 2

16. The Parties may agree to change Clause 17 and/or 18 of this Part 2 to refer to the laws and/or courts of Scotland or Northern Ireland.
17. If the Parties wish to change the format of the information included in Tables 1, 2 or 3 of this Part 2, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.
18. From time to time, the ICO may issue a revised UK Addendum which:
  - a. Makes reasonable and proportionate changes to the UK Addendum, including correcting errors in the UK Addendum; and/or
  - b. reflects changes to UK Data Protection Laws;

The revised UK Addendum will specify the start date from which the changes to the UK Addendum are effective and whether the Parties need to review this Part 2 including the Appendix Information. This Part 2 is automatically amended as set out in the revised UK Addendum from the start date specified.

19. If the ICO issues a revised UK Addendum under Section 18, if any Party, will as a direct result of the changes in the UK Addendum have a substantial, disproportionate and demonstrable increase in:
  - a. its direct costs of performing its obligations under this Part 2; and/or
  - b. its risk under this Part 2,

and in either case it has first taken reasonable steps to reduce those costs or risks so that it is not substantial and disproportionate, then that Party may end this Part 2 at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised UK Addendum.

20. The Parties do not need the consent of any third party to make changes to this Part 2, but any changes must be made in accordance with its terms.

## **PART 3 – Switzerland Cross Border Transfers**

The Parties agree that the Standard Contractual Clauses as detailed in Part 1 of this Schedule 1, shall be adjusted as set out below where the Federal Act on Data Protection of 19 June 1992 (the “**FADP**”, and as revised as of 25 September 2020, the “**Revised FADP**”) applies to Switzerland Transfers:

1. References to the Standard Contractual Clauses means the Standard Contractual Clauses as amended by this Part 3;
2. The Swiss Federal Data Protection and Information Commissioner (“**FDPIC**”) shall be the sole Supervisory Authority for Switzerland Transfers exclusively subject to the FADP;
3. The terms “General Data Protection Regulation” or “Regulation (EU) 2016/679” as utilized in the Standard Contractual Clauses shall be interpreted to include the FADP with respect to Switzerland Transfers.
4. References to Regulation (EU) 2018/1725 are removed.
5. Switzerland Transfers subject to both the FADP and the GDPR, shall be dealt with by the EU Supervisory Authority named in Part 1 of this Schedule 1;
6. References to the “Union”, “EU” and “EU Member State” shall not be interpreted in such a way as to exclude Data Subjects in Switzerland from the possibility of exercising their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the Standard Contractual Clauses;
7. Where Switzerland Transfers are exclusively subject to the FADP, all references to the GDPR in the Standard Contractual Clauses are to be understood to be references to the FADP;
8. Where Switzerland Transfers are subject to both the FDPA and the EU GDPR, all references to the GDPR in the Standard Contractual Clauses are to be understood to be references to the FDPA insofar as the Switzerland Transfers are subject to the FADP;
9. The Swiss SCCs also protect the Personal Data of legal entities until the entry into force of the Revised FADP.

