



## DATA PROCESSING ADDENDUM

This Data Processing Addendum forms part of the Master Subscription Agreement or other written or electronic agreement (the Agreement) between **Endor** and Subscriber for the purchase of the Endor Service.

### 1 Definitions.

**1.1 “Affiliate”** means any entity in which the party owns, either directly or indirectly, more than 50% of the equity interest or voting stock, or equivalent, in such entity, or controls, is controlled by or under common control with such entity, whether such entity is now existing or subsequently created or acquired during the term of the Agreement,

**1.2 The terms “Data Controller”, “Data Processor”, “Personal Data”, “data subject”, “supervisory authority”, “process” and “processing”** have the meanings given to them under all applicable Data Protection Laws from time to time.

**1.3 “Data Protection Laws”** means any applicable law relating to the processing, privacy and use of Personal Data, as applicable to either party or the Services, including: the EU General Data Protection Regulation (2016/679) (“GDPR”) and/or the Icelandic Data Protection Law nr. 90/2018.

**1.4 “Subscriber Personal Data”** means any Personal Data processed by Endor (and its Subprocessors (if applicable)) on behalf of the Subscriber or its Affiliates pursuant to or in connection with the Agreement.

### 2 Data Protection.

**2.1** Endor (the data processor) is appointed by Subscriber (the data controller) to process Subscriber Personal Data on behalf of Subscriber (a User, or an Affiliate of Subscriber, as applicable) only as is necessary to provide the Services and as may subsequently be agreed by the parties in writing.

**2.2** Each party shall comply with its respective obligations under the Data Protection Laws (GDPR) as a data controller or a data processor in respect of the processing of Subscriber Personal Data under or in relation to the Agreement.

**2.3** The categories of Subscriber Personal Data to be processed by Endor and the processing activities to be performed under this Exhibit are set out in the Agreement. Subscriber has sole responsibility for the accuracy, quality and legality of Subscriber Personal Data and warrants and represents that: it has complied with its obligations under the Data Protection Laws in respect of the collection, use, and transfer of Subscriber Personal Data and will identify and inform Endor of any other data controller in respect of the Subscriber Personal Data; it is able to document and evidence its compliance with its obligations under the Data Protection Laws; no Subscriber Personal Data provided or transferred to Endor constitutes a special category of Personal Data pursuant to Article 9 of the GDPR or Personal Data relating to criminal convictions and offences pursuant to Data Protection Laws; it is authorized to give instructions and otherwise act on behalf of its Users or Affiliates in relation to such Subscriber Personal Data and to bind its Users or Affiliates to the terms of this Exhibit; and the quantity of Subscriber Personal Data provided to Endor is the minimum necessary for the performance of the Services pursuant to the Agreement.

**2.4** Endor agrees in respect to Subscriber Personal Data that it shall, in all material respects: only process Subscriber Personal Data in accordance with this Exhibit and the Agreement (and not otherwise unless alternative processing instructions are agreed between the parties in writing), unless required to do otherwise by EU law or the national law of an EEA member state to which Endor is subject. In which event, Endor shall inform Subscriber of the legal requirement before processing Subscriber Personal Data other than in accordance with Subscriber’s instructions, unless that applicable law prohibits Endor from doing so. If Endor believes that any instruction received by it from Subscriber is likely to infringe the



Data Protection Laws it shall promptly notify Subscriber and shall be entitled to cease to provide the relevant; not publish, disclose, or divulge Subscriber Personal Data to a third party unless Subscriber has given its prior written consent; ensure that only those Endor personnel who may be required by Endor to assist Endor in meeting its obligations under this Agreement will have access to Subscriber Personal Data; at Subscriber's cost and taking into account the nature of the processing, provide reasonable cooperation to Subscriber to allow Subscriber (or an Affiliate of Subscriber) to comply with its obligations as a Data Controller; and at the Subscriber's cost and the Subscriber's option, following the end of the provision of Services pursuant to the Agreement, either return or delete all Subscriber Personal Data in the possession or control of Endor, except to the extent that any applicable law requires Endor to store or retain copies of such Subscriber Personal Data; and provide an adequate level of security and protection for Subscriber Personal Data in accordance with the requirements of the Data Protection Laws.

2.5 Endor may appoint third parties to process Subscriber Personal Data ("**Subprocessors**") subject to Endor: providing reasonable prior notice to Subscriber of the identity and location of the Subprocessor and a description of the intended processing to be carried out by the Subprocessor reasonably sufficient to enable Subscriber to evaluate any material risks to Subscriber Personal Data; and imposing legally binding contract terms on the Subprocessor which are the same as those contained in this Exhibit.

2.6 Within 30 days of being informed of the appointment of the new Subprocessor, Subscriber may object to the appointment in writing to Endor. If Subscriber objects, Endor shall use its reasonable endeavors to resolve Subscriber's objection. If Subscriber's objection cannot be reasonably accommodated, either party may terminate the Agreement upon 30 days' prior written notice. This is Subscriber's sole and exclusive remedy.

2.7 Subscriber authorizes the appointment of the Subprocessors listed.

2.8 Endor acknowledges and agrees that it shall remain liable to Subscriber for a breach of the terms of this Agreement by a Subprocessor appointed by it.

2.9 Endor shall, in accordance with the Data Protection Laws, make available to Subscriber upon reasonable request such information that is in Endor's possession or control as is necessary to demonstrate Endor's compliance with this Exhibit and to demonstrate compliance with the obligations on each party imposed by Data Protection Laws.

### **3 Security Breaches.**

Endor shall notify Subscriber without undue delay of becoming aware of any confirmed accidental, unauthorized, or unlawful destruction, loss, alteration, or disclosure of, or access to, Subscriber Personal Data ("**Security Breach**").

### **4 Cooperation.**

At Subscriber's cost, Endor agrees to provide such assistance reasonably required by Subscriber to enable Subscriber to respond to any request, complaint, or binding instruction that is received from: (a) any living individual whose Personal Data is processed by Endor on Subscriber's behalf; (b) any regulator or data protection authority.

### **5 Data Transfers.**

5.1 Endor shall not process Subscriber Personal Data outside the EEA (including by way of remote access) without the prior written consent of Subscriber.

### **6 Liability.**



6.1 Each party's liability for one or more breaches of this Exhibit shall be subject to the limitations and exclusions of liability set out in the Agreement. In no event shall either party's liability for a breach of this Exhibit exceed the liability cap set out in the Agreement.

6.2 Neither party limits or excludes any liability that cannot be limited or excluded under applicable law.

## 7 General Terms

7.1 Nothing in this Exhibit reduces Endor's obligations under the Agreement in relation to the protection of Subscriber Personal Data or permits Endor to process (or permit the processing of) Subscriber Personal Data in a manner which is prohibited by the Agreement.

The parties' authorized signatories have duly executed this Data Processing Addendum:

Endor

By: \_\_\_\_\_

Subscriber

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_