

# Quantic Dynamics Data Processing Addendum

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This Data Processing Addendum (DPA) and its applicable DPA Exhibits apply to the Processing of Personal Data by Quantic Dynamics on behalf of Client (Client Personal Data) in order to provide Cloud Services and other services agreed in the Agreement (Services). DPA Exhibits for each Service will be provided in the applicable Technical & Financial Proposal. This DPA is subject to the terms of the Agreement (capitalized terms used and not defined herein have the meanings given them in the General Data Protection Regulation 2016/679 (GDPR)). In the event of conflict, the DPA Exhibit prevails over the DPA which prevails over the Agreement except where explicitly set out in the Agreement identifying the relevant Section of the DPA over which it prevails.

## 1. Processing

1.1. Client (a) is the sole Controller of Client Personal Data or (b) has been instructed by and obtained the authorization of the relevant Controller(s) to agree to the Processing of Client Personal Data by Quantic Dynamics as set out in this DPA. Client appoints Quantic Dynamics as Processor to Process Client Personal Data. If there are other Controllers, Client will identify and inform Quantic Dynamics of any such other Controllers prior to providing their Personal Data, as set out in the DPA Exhibit.

1.2. A list of categories of Data Subjects, types of Client Personal Data, Special Categories of Personal Data and the processing activities is set out in the applicable DPA Exhibit for a Service. The duration of the Processing corresponds to the duration of the Service, unless otherwise stated in the respective DPA Exhibit. The nature, purpose and subject matter of the Processing is the provision of the Service as described in the applicable Technical & Financial Proposal.

1.3. Quantic Dynamics will Process Client Personal Data according to Client's written instructions. The scope of Client's instructions for the Processing of Client Personal Data is defined by the Agreement, this DPA including the applicable DPA Exhibit, and, if applicable, Client's and its authorized users' use and configuration of the features of the Service. Client may provide further instructions that are legally required (Additional Instructions). If Quantic Dynamics believes an Additional Instruction violates the GDPR or other applicable data protection regulations, Quantic Dynamics will inform Client without undue delay and may suspend the performance until Client has modified or confirmed the lawfulness of the Additional Instruction in writing. If Quantic Dynamics notifies Client that an Additional Instruction is not feasible or Client notifies Quantic Dynamics that it does not accept the quote for the Additional Instruction prepared in accordance with Section 10.2, Client may terminate the affected Service by providing Quantic Dynamics with a written notice within one month after notification. Quantic Dynamics will refund a prorated portion of any prepaid charges for the period after such termination date.

1.4. Client shall serve as a single point of contact for Quantic Dynamics. As other Controllers may have certain direct rights against Quantic Dynamics, Client undertakes to exercise all such rights on their behalf and to obtain all necessary permissions from the other Controllers. Quantic Dynamics shall be discharged of its obligation to inform or notify another Controller when Quantic Dynamics has provided such information or notice to Client. Similarly, Quantic Dynamics will serve as a single point of contact for Client with respect to its obligations as a Processor under this DPA.

1.5. Quantic Dynamics will comply with all EEA data protection laws and regulations (Data Protection Laws) in respect of the Services applicable to Processors. Quantic Dynamics is not responsible for determining the requirements of laws applicable to Client's business or that Quantic Dynamics's provision of the Services meet the requirements of such laws. As between the parties, Client is responsible for the lawfulness of the Processing of the Client Personal Data. Client will not use the Services in conjunction with Personal Data to the extent that doing so would violate applicable Data Protection Laws.

## 2. Technical and organizational measures

2.1. Quantic Dynamics will implement and maintain Technical and Organizational Measures (TOM) set forth in the applicable DPA Exhibit (TOMs) to ensure a level of security appropriate to the risk for Quantic Dynamics's scope of responsibility. TOMs are subject to technical progress and further development. Accordingly, Quantic Dynamics reserves the right to modify the TOMs provided that the functionality and security of the Services are not degraded.

2.2. Client confirms that the TOMs provide an appropriate level of protection for the Client Personal Data taking into account the risks associated with the Processing of Client Personal Data.

## 3. Data Subject Rights and Requests

3.1. To the extent permitted by law, Quantic Dynamics will inform Client of requests from Data Subjects exercising their Data Subject rights (e.g. rectification, deletion and blocking of data) addressed directly to Quantic Dynamics regarding Client Personal Data. Client shall be responsible to respond to such requests of Data Subjects. Quantic Dynamics will reasonably assist Client in responding such Data Subject requests in accordance with Section 10.2.

3.2. If a Data Subject brings a claim directly against Quantic Dynamics for a violation of their Data Subject rights, Client will indemnify Quantic Dynamics for any cost, charge, damages, expenses or loss arising from such a claim, to the extent that Quantic Dynamics has notified Client about the claim and given Client the opportunity to cooperate with Quantic Dynamics in the defense and settlement of the claim. Subject to the terms of the Agreement, Client may claim from Quantic Dynamics amounts paid to a Data Subject for a violation of their Data Subject rights caused by Quantic Dynamics's breach of its obligations under GDPR.

## 4. Third Party Requests and Confidentiality

4.1.1. Quantic Dynamics will not disclose Client Personal Data to any third party, unless authorized by the Client or required by law. If a government or Supervisory Authority demands access to Client Personal Data, Quantic Dynamics will notify Client prior to disclosure, unless prohibited by law.

4.2.2. Quantic Dynamics requires all of its personnel authorized to Process Client Personal Data to commit themselves to confidentiality and not Process such Client Personal Data for any other purposes, except on instructions from Client or unless required by applicable law.

## 5. Audit

5.1. Quantic Dynamics shall allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client of Quantic Dynamics companies Processing of Client Personal Data in accordance with the following procedures:

5.1.1. Upon Client's written request, Quantic Dynamics will provide Client or its mandated auditor with the most recent certifications and/or summary audit report(s), which Quantic Dynamics has procured to regularly test, assess and evaluate the effectiveness of the TOMs.

5.1.2. Quantic Dynamics will reasonably cooperate with Client by providing available additional information concerning the TOMs, to help Client better understand such TOMs.

5.1.3. If further information is needed by Client to comply with its own or other Controllers audit obligations or a competent Supervisory Authority's request, Client will inform Quantic Dynamics in writing to enable Quantic Dynamics to provide such information or to grant Client access to it.

5.2. Each party will bear its own costs in respect of paragraphs 5.1.1. and 5.1.2. of Section 5.1. Any further assistance will be provided in accordance with Section 10.2.

## 6. Return or Deletion of Client Personal Data

6.1. Upon termination or expiration of the Agreement Quantic Dynamics will either delete or return Client Personal Data in its possession as set out in the respective DPA Exhibit, unless otherwise required by applicable law.

## 7. Sub processors

7.1. Client authorizes Quantic Dynamics to engage subcontractors to Process Client Personal Data (Sub processors). A list of the current Sub processors is set out in the respective DPA Exhibit. Quantic Dynamics will notify Client in advance of any changes to Sub processors as set out in the respective DPA Exhibit. Within 30 days after Quantic Dynamics 's notification of the intended change, Client can object to the addition of a Sub processor on the basis that such addition would cause Client to violate applicable legal requirements. Client's objection shall be in writing and include Client's specific reasons for its objection and options to mitigate, if any. If Client does not object within such period the respective Sub processor may be commissioned to Process Client Personal Data. Quantic Dynamics shall impose substantially similar data protection obligations as set out in this DPA on any approved Sub processor prior to the Sub processor Processing any Client Personal Data.

7.2. If Client legitimately objects to the addition of a Sub processor and Quantic Dynamics cannot reasonably accommodate Client's objection Quantic Dynamics will notify Client. Client may terminate the affected Services by providing Quantic Dynamics with a written notice within one month of Quantic Dynamics's notice. Quantic Dynamics will refund a prorated portion of any pre-paid charges for the period after such termination date.

## 8. Transborder Data Processing

8.1. By agreeing to this DPA, Client is entering into the EU Standard Contractual Clauses as referred to in the respective DPA Exhibit, with the Sub processors established outside either the European Economic Area or countries considered by the European Commission to have adequate protection (Data Importers). Data Importers that are Quantic Dynamics companies are " Quantic Dynamics Data Importers".

8.2. If Client notifies Quantic Dynamics about another Controller and Quantic Dynamics does not object within 30 days after Client's notification, Client agrees on behalf of such other Controller(s), or if unable to agree, will procure agreement of such Controller(s), to be additional data exporter(s) of the EU Standard Contractual Clauses concluded between Quantic Dynamics Data Importers and Client. Quantic Dynamics has procured that the Quantic Dynamics Data Importers accept the agreement of such other Controllers. Client agrees and, if applicable, procures the agreement of other Controllers that the EU Standard Contractual Clauses, including any claims arising from them, are subject to the terms set forth in the Agreement, including the exclusions and limitations of liability. In case of conflict, the EU Standard Contractual Clauses shall prevail.

8.3. If Quantic Dynamics engages a new Sub processor in accordance with Section 7 that is a Quantic Dynamics Data Importer, Quantic Dynamics will procure such new Quantic Dynamics Data Importer's agreement with the EU Standard Contractual Clauses and Client on its behalf and/or on behalf of other Controllers, if applicable, agrees in advance to such Quantic Dynamics Data Importer being an additional data importer under the EU Standard Contractual Clauses. If Client is unable to agree for a Controller, Client will procure the agreement of such Controller. If the new Data Importer is not an Quantic Dynamics company (Third Party Data Importer), at Quantic Dynamics's discretion, (i) Client shall either enter into separate EU Standard Contractual Clauses as provided by Quantic Dynamics or (ii) an Quantic Dynamics Data Importer shall enter into a written agreement with such Third Party Data Importer which imposes the same obligations on the Third Party Data Importer as are imposed on the Quantic Dynamics Data Importer under the EU Standard Contractual Clauses.

## 9. Personal Data Breach

9.1. Quantic Dynamics will notify Client without undue delay after becoming aware of a Personal Data Breach with respect to the Services. Quantic Dynamics will promptly investigate the Personal Data Breach if it occurred on Quantic Dynamics infrastructure or in another area Quantic Dynamics is responsible for and will assist Client as set out in Section 10.

## 10. Assistance

10.1. Quantic Dynamics will assist Client by technical and organizational measures, insofar as possible, for the fulfillment of Client's obligation to comply with the rights of Data Subjects and in ensuring compliance with Client's obligations relating to the security of Processing, the notification of a Personal Data Breach and the Data Protection Impact Assessment, taking into account the information available to Quantic Dynamics.

10.2. Client will make a written request for any assistance referred to in this DPA. Quantic Dynamics will charge Client no more than a reasonable charge to perform such assistance or Additional Instructions, such charges to be set forth in a quote and agreed in writing by the parties, or as set forth in an applicable change control provision of the Agreement.