Retriever's Data Processing Agreement (DPA)

Version 2.0

Appendix B

This **Data Processing Agreement** and its Exhibits (the "**DPA**") form an integral part of the Agreement between the parties.

1. Background and Scope

1.1 Retriever will provide the services specified in the Customer's order of the Service, in accordance with the Agreement (the "**Service**"). The parties have agreed that the Customer is the data controller when the Customer or the Customer's users process personal data while using the Service, and that Retriever will process personal data on the Customer's behalf when providing the Service. Against this background, the parties have entered into this DPA, which applies to the extent that Retriever processes personal data on behalf of the Customer for the sole purpose of providing the Service to the Customer. For the avoidance of doubt, Retriever may, as further described in this DPA, act as an independent data controller for certain processing activities carried out for its own purposes.

1.2 **"Applicable Data Protection Legislation"** means the Regulation of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons about the processing with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EG (the "**GDPR**"), and such national legislation and regulations introduced pursuant to the GDPR (each, as may be amended, updated, replaced or superseded from time to time, if not expressly stated otherwise). **"Personal Data"** means any information relating to an identified or identifiable natural person, and which Retriever is processing under the Agreement and this DPA on behalf of the Customer. References to Personal Data in this DPA relate to Personal Data processed by Retriever on behalf of the Customer, unless explicitly stated otherwise.

1.3 In other respects, terms used in this DPA and which appear in Applicable Data Protection Legislation shall have the meaning specified therein, unless otherwise expressly stated or provided by the context in this DPA.

1.4 Processing Personal Data in connection with the Services - to the extent Retriever processes Personal Data on behalf of the Customer in connection with the Customer's use of the Services, the Customer acts as the data controller and Retriever acts as the data processor, as further described in this DPA. It is expressly understood and agreed that this controller–processor relationship applies solely to personal data processed

within the Services for the purpose of providing the Services, as described in this DPA and its Exhibits.

1.5 Processing Personal Data in connection with business contact data - notwithstanding the above, each party acts as an independent data controller with respect to Personal Data relating to the other party's employees, representatives, and contact persons that is processed in connection with the establishment, administration, and performance of the contractual relationship between the parties. Such processing may include, inter alia, user and access administration, customer account management and customer relationship management (CRM), contract management, invoicing, and financial administration, communication, support, and service delivery, and general business administration related to the Agreement. Such Personal Data may be processed and stored in the parties' respective CRM, support, billing, and internal administrative systems.

1.6 Personal Data processed for the purposes described in 1.5 above shall not constitute Personal Data processed on behalf of the Customer under this DPA, including, where applicable, Personal Data relating to the Customer's employees as described in Exhibit 1, to the extent such data is processed for the purposes set out above. For the sake of clarity, such processing is carried out by each party in its capacity as an independent data controller. It is not subject to the instructions or obligations set out in this DPA.

1.7 Each party shall be independently responsible for ensuring that its processing of Personal Data complies with applicable data protection legislation, including ensuring a valid legal basis, providing appropriate transparency, and implementing appropriate technical and organizational measures.

1.8 This DPA, including all Exhibits, forms an integral part of the Agreement between the parties and shall be considered as a single, unified instrument governing the processing of Personal Data. The Parties agree that this DPA, including its Exhibits, constitutes the complete set of instructions and requirements pursuant to Article 28(3) GDPR. Retriever may update the Exhibits to this DPA from time to time, including updates reflecting changes to the Services or to Retriever's technical and organizational measures. Such updates shall not require the execution of a new DPA or amendments to the Agreement. The Customer shall be notified of any material updates to the Exhibits. Continued use of the Services following such notification shall constitute acceptance of the updated Exhibits, to the extent permitted under applicable data protection legislation.

2. The Customer's responsibilities

2.1 In its capacity as the personal data controller, the Customer undertakes to:

(i) comply with the requirements of Applicable Data Protection Legislation;

(ii) ensure that Retriever is not provided access to any other categories of Personal Data than those specified in Exhibit 1;

(iii) immediately inform Retriever of any changes that may affect Retriever's obligations according to this DPA; and

(iv) Immediately inform Retriever if anyone else, either alone or jointly with the Customer, is the data controller(s) of the Personal Data.

2.2 The Customer has sole responsibility for the accuracy, quality, and legality of the Personal Data provided by the Customer to Retriever, and for the means by which the Customer acquired the Personal Data.

3. Retriever's obligations

3.1 Retriever shall, to the extent that Retriever processes Personal Data on behalf of the Customer for the provision of the Service:

i. only process Personal Data in accordance with the Customer's documented instructions specified in Exhibit 1 of this DPA, unless required to do so under applicable European Union ("**EU**") or Member State law to which Retriever is subject. Retriever shall, in such case, inform the Customer of such legal obligation unless prohibited by law;

ii. notify the Customer if the Customer's documented instructions, in Retriever's opinion, are in breach of Applicable Data Protection Legislation (such information shall not be considered as legal advice provided by Retriever);

iii. ensure that persons authorized to process the Personal Data have undertaken to observe confidentiality or are subject to an appropriate statutory duty of confidentiality;

iv. Implement technical and organizational measures, as required by the Applicable Data Protection Legislation, to ensure an appropriate level of security for the protection of the Personal Data. The measures taken by Retriever to fulfill this obligation are described in Exhibit 3. The Customer shall ensure that the measures described in Exhibit 3 are appropriate in relation to the processing of Personal Data;

v. In the event of a personal data breach concerning the Personal Data, Retriever shall notify the Customer without undue delay after Retriever becomes aware of the breach and assist the Customer with the information the Customer needs to fulfill its obligations under the GDPR, to the extent such information is available to Retriever. Where and insofar as it is not possible for Retriever to provide the information at the same time, the information may be provided in phases without undue further delay;

vi. assist the Customer, taking into account the nature of the processing and the information available for Retriever, in its obligation to respond to requests from data subjects pursuant to Chapter III of the GDPR by implementing appropriate

technical and organizational measures, insofar as this is possible, and forward any request from a data subject to the Customer;

vii. assist the Customer in ensuring that the obligations under Articles 32-36 of the GDPR (implement security measures, handle Personal Data breaches, carry out impact assessments, and participate in prior consultations with the supervisory authority) are fulfilled, considering the type of processing and the information available to Retriever;

viii. not disclose or otherwise reveal any Personal Data covered by the DPA to a data subject or third party, unless otherwise stated in this DPA, the Agreement or required by law or a court of official authority's decision. If Retriever must disclose such data due to law or a court or official authority's decision, Retriever shall notify the Customer of the disclosure, unless this is prohibited by applicable law or a court or official authority's decision;

ix. upon the Customer's request, make available all information necessary to demonstrate Retriever's compliance with the obligations laid down in Article 28 of the GDPR and in this DPA (business-sensitive or other similar information in such documents that is not needed to demonstrate compliance with this DPA may be redacted by Retriever);

x. upon the Customer's request, allow for and contribute to audits, including inspections carried out by the Customer or by a third party authorized by the Customer. Retriever may satisfy such audit requests by providing relevant certifications, audit reports, or summaries where appropriate. If the Customer assigns a third party to perform audits, the third party shall not be a competitor to Retriever, and it shall be subject to a confidentiality undertaking regarding business information related to Retriever. The audit shall be carried out no more than once (1) per calendar year and must be notified in advance within a reasonable time, be performed during normal office hours, and not cause unnecessary disruption to Retriever's business operations or jeopardize Retriever's compliance with confidentiality obligations in relation to other third parties or applicable law. If Retriever's personnel are required to assist the Customer during the audit, Retriever shall be entitled to reasonable compensation for such assistance. However, if the audit would reveal that Retriever has materially breached its obligations under this DPA, Retriever will not be entitled to such compensation; and

xi. on termination or expiration of this DPA or on instruction from Customer, upon written request and at Customer's choice, return or delete all Personal Data processed under the Agreement, unless Retriever is required to retain the Personal Data by applicable laws, rules and regulations.

4. Engagement of Sub-processors

4.1 Retriever is hereby given a general authorization to engage other processors ("Sub-processors") for the processing of Personal Data on behalf of the Customer. Where Retriever engages a Sub-processor under this clause, Retriever undertakes to ensure that the contract entered into between Retriever and any Sub-processor shall impose, as a minimum, data protection obligations not less stringent than those set out in this DPA. Upon entering into this DPA, the Customer approves and agrees to the use of Sub-processors listed in Exhibit 2.

4.2 Retriever shall notify the Customer of any intended changes concerning the addition or replacement of Sub-processors listed in Exhibit 2 to which the Customer may object. If the Customer has made no such objection within fourteen (14) business days from the date of receipt of the notification, the Customer is assumed to have not objected.

5. Transfer of personal data

5.1 Retriever will not transfer Personal Data to third countries outside the EU or European Economic Area ("**EEA**") without the prior written approval of the Customer where required, unless such transfer is based on an adequacy decision from the European Commission or otherwise permitted under applicable data protection legislation. If Retriever sends a request to the Customer to transfer Personal Data, the Customer shall provide a written response to Retriever's request within fourteen (14) business days from the date of receipt of the request. Details of approved sub-processors and applicable transfer mechanisms are set out in Exhibit 2.

5.2 Where Retriever transfers Personal Data, following Customer's prior approval, Retriever will ensure that the transfer is made subject to adequate safeguards as stated in Chapter V of the GDPR. Retriever may for this purpose rely on the standard contractual clauses outlined in the annex to the European Commission's Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("**SCCs**"), or decisions and clauses that may replace or amend these.

6. Limitation of Liability

6.1 **Administrative fines**. Fines pursuant to Article 83 of the GDPR, or Chapter 6, Section 2 of the Data Protection Act (2018:218), with supplementary provisions to the EU's data protection regulation, shall be borne by the Party to the Agreement named as the recipient of such sanctions.

6.2 Damages to data subjects. In the event of a compensation for damage in connection with processing of Personal Data, through a judgment given or settlement, to be paid to a data subject due to an infringement of a provision in this DPA, instructions and/or an applicable provision in the Applicable Data Protection Legislation, Article 82 of the GDPR shall apply and Retriever's obligation to compensate the Customer for damages to data subjects shall be limited as to the amount as set out in the Agreement.

6.3 Other damages. In relation to all other claims arising out of a breach of this DPA, damages shall be limited in accordance with what is set out in the Agreement.

7. The parties' agreement on other terms

7.1 The parties may agree on additional provisions supplementing this DPA, provided that such provisions i) do not conflict with applicable data protection legislation, including the GDPR, and ii) do not directly or indirectly prejudice the rights and freedoms of data subjects. In the event of any inconsistency between such additional provisions and this DPA, the provisions of this DPA shall prevail, unless otherwise required by applicable law.

8. commencement and termination

8.1 This DPA remains valid for as long as Retriever processes Personal Data on the Customer's behalf.

8.2 A Party may propose amendments and additions to the content of this DPA to the extent necessary to comply with the requirements of Applicable Data Protection Legislation. For the avoidance of misunderstandings, amendments and additions to this DPA shall be binding on the Parties only if in writing and signed by the Parties.

8.3 In the event of any conflict between the Agreement and this DPA, this DPA shall take precedence in matters relating to the protection of Personal Data.

8.4 This DPA shall be governed by the terms set out in the Agreement.