

## DATA PROTECTION ADDENDUM

This Data Protection Addendum (“**Addendum**”) forms part of the End User License Agreement, Services Agreement and/or any other existing agreement(s), order(s) and/or other legally binding instrument(s) in connection with the provision of Services by Priority Software Ltd. (respectively, the “**Agreement**” and “**Priority**”) between: (i) Priority; and (ii) the customer of the Services (“**Customer**”).

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement. Except as modified below, the terms of the Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Agreement. Except where the context requires otherwise, references in this Addendum to the Agreement are to the Agreement as amended by, and including, this Addendum.

### **1. Definitions**

1.1 In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

1.1.1 “**Applicable Laws**” means (a) European Union or Member State laws with respect to any Customer Personal Data in respect of which Customer is subject to EU Data Protection Laws; and (b) any other applicable law with respect to any Customer Personal Data in respect of which Customer is subject to any other Data Protection Laws;

1.1.2 “**Customer Personal Data**” means any Personal Data Processed by a Contracted Processor on behalf of Customer pursuant to or in connection with the Agreement;

1.1.3 “**Contracted Processor**” means Priority or a Subprocessor;

1.1.4 “**Data Protection Laws**” means EU Data Protection Laws;

1.1.5 “**EEA**” means the European Economic Area;

1.1.6 “**EU Data Protection Laws**” means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

1.1.7 “**GDPR**” means EU General Data Protection Regulation 2016/679;

1.1.8 “**Restricted Transfer**” means:

1.1.8.1 a transfer of Customer Personal Data from Customer to a Contracted Processor; or

1.1.8.2 an onward transfer of Customer Personal Data from a Contracted Processor to a Contracted Processor, or between two establishments of a Contracted Processor,

in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws) in the absence of the Standard Contractual Clauses to be established under section 5.4 below; For the avoidance of doubt: where a transfer of Personal Data is of a type authorized by Data Protection Laws in the exporting country, for example in the case of transfers from within the European Union to a country (such as Israel) or scheme (such as the US Privacy Shield) which is approved by the Commission as ensuring an adequate level of protection or any transfer which falls within a permitted derogation, such transfer shall not be a Restricted Transfer.

- 1.1.9 “**Services**” means the services and other activities to be supplied to or carried out by or on behalf of Priority for Customer pursuant to the Agreement;
  - 1.1.10 “**Standard Contractual Clauses**” means the Standard Contractual Clauses (processors) or any subsequent version thereof released by the European Commission. The current Standard Contractual Clauses are located on the European Commission’s website at: [https://ec.europa.eu/info/law/law-topic/data-protection\\_en](https://ec.europa.eu/info/law/law-topic/data-protection_en);
  - 1.1.11 “**Subprocessor**” means any person (including any third party, but excluding an employee of Priority or any of its sub-contractors) appointed by or on behalf of Priority to Process Personal Data on behalf of the Customer in connection with the Agreement; and
- 1.2 The terms, “**Commission**”, “**Controller**”, “**Data Subject**”, “**Member State**”, “**Personal Data**”, “**Personal Data Breach**”, “**Processing**” and “**Supervisory Authority**” shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.
  - 1.3 The word “**include**” shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.
- 2. Processing of Customer Personal Data**
- 2.1 Priority will Process Customer Personal Data in accordance with Customer’s documented instructions, unless Processing is required by Applicable Laws to which the relevant Contracted Processor is subject, in which case Priority will, to the extent permitted by Applicable Laws, inform the Customer of that legal requirement before the relevant Processing of that Personal Data.
  - 2.2 The Customer:
    - 2.2.1 instructs Priority (and authorises Priority to instruct each Subprocessor) to:
      - 2.2.1.1 Process Customer Personal Data; and
      - 2.2.1.2 in particular, transfer Customer Personal Data to any country or territory, as reasonably necessary for the provision of the Services and consistent with the Agreement; and
    - 2.2.2 warrants and represents that it is and will at all relevant times remain duly and effectively authorised to give the instruction set out in section 2.2.1.

2.3 Customer is and will at all times remain the Controller of the Customer Personal Data Processed by Priority. Customer is responsible for compliance with its obligations as a Controller under Applicable Law, in particular for justification of any transmission of Customer Personal Data to Priority and/or any other Contracted Processor (including providing any required notices and obtaining any required consents and/or authorizations, or otherwise securing an appropriate legal basis under Applicable Law), and for Customer's decisions and actions concerning the Processing of such Customer Personal Data.

2.4 Annex 1 to this Addendum sets out certain information regarding the Contracted Processors' Processing of the Customer Personal Data as required by Article 28(3) of the GDPR (and, possibly, equivalent requirements of other Data Protection Laws). Nothing in Annex 1 confers any right or imposes any obligation on any party to this Addendum.

### **3. Priority Personnel**

Priority will take reasonable steps to ensure that persons authorized to process Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

### **4. Security**

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, Priority will in relation to the Customer Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

### **5. Subprocessing**

5.1 Customer authorises Priority to appoint (and permit each Subprocessor appointed in accordance with this section 5 to appoint) Subprocessors in accordance with this section 5 and any restrictions in the Agreement.

5.2 Priority may continue to use those Subprocessors already engaged by Priority at the date of this Addendum.

5.2.1 Priority will keep a list of Subprocessors and make it available for Customer's review upon request on an annual basis or in the event that a new Subprocessor is added. Customer consents to Priority's use of Subprocessors in the performance of the Services.

5.3 With respect to each Subprocessor, Priority will ensure that such Subprocessor is required by written contract to abide by the same level of data protection and security as Priority under this Addendum, as applicable to such Subprocessor's Processing of Personal Data.

5.4 If that arrangement involves a Restricted Transfer, Priority will:

5.4.1 ensure that the Standard Contractual Clauses are at all relevant times incorporated into the agreement between Priority and on the other hand the Subprocessor, or

5.4.2 before the Subprocessor first Processes Customer Personal Data procure that it enters into an agreement incorporating the Standard Contractual Clauses with the Customer.

## **6. Data Subject Rights**

Taking into account the nature of the Processing, Priority will, at Customer's expense, assist Customer by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's obligations, as reasonably understood by Customer, to respond to requests to exercise Data Subject rights under the Data Protection Laws. The measures specified in the Priority Data Protection Tools Guide, as published on Priority's website at: <https://www.priority-software.com> are considered by the Customer as appropriate measures for that purpose.

### **Personal Data Breach**

- 6.1 Priority will notify Customer without undue delay upon Priority or any Subprocessor becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information to allow Customer to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.
- 6.2 Priority will co-operate with Customer and take such reasonable commercial steps as are directed by Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

## **7. Data Protection Impact Assessment and Prior Consultation**

Priority will, at Customer's expense, provide reasonable assistance to Customer with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Customer reasonably considers to be required by Article 35 or 36 of the GDPR, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

## **8. Deletion or return of Customer Personal Data**

- 8.1 Subject to Section 8.2 below, Customer may, by written notice to Priority within fourteen (14) days of the cessation of any Services involving the Processing of Customer Personal Data ("**Cessation Date**") require Priority to return a copy of all Customer Personal Data to Customer and delete all other copies of Customer Personal Data Processed by Priority. If Priority receives no such written notice within fourteen (14) days of the Cessation Date, Priority will delete all Customer Personal Data and copies thereof.
- 8.2 Notwithstanding Section 8.1, each Contracted Processor may retain Customer Personal Data to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws. Priority will ensure the confidentiality of all such Customer Personal Data and will ensure that such Customer Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.

## **9. Audit rights**

- 9.1 Subject to sections 9.2 to 9.4, Priority will make reasonable efforts to make available to Customer on request information necessary to demonstrate compliance with this Addendum (to the extent required by Applicable Law),, and, at Customer's expense, will make reasonable efforts to allow for and contribute to audits by Customer or an auditor mandated by Customer in relation to the Processing of the Customer Personal Data by Priority.

- 9.2 Information and audit rights of the Customer only arise under section 9.1 to the extent that the Agreement does not otherwise give sufficient information and audit rights meeting the relevant requirements of Data Protection Law (including, where applicable, Article 28(3)(h) of the GDPR).
- 9.3 Customer may only mandate an auditor for the purposes of section 9.1 if the auditor is agreed to by Customer and Priority and the auditor must execute a written confidentiality agreement acceptable to Priority before conducting the audit.
- 9.4 Customer shall give Priority reasonable notice of any audit or inspection to be conducted under section 9.1 and shall (and ensure that each of its mandated auditors) avoid causing any damage, injury or disruption to Priority's premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection. Priority need not give access to its premises for the purposes of such an audit or inspection:
- 9.4.1 to any individual unless he or she produces reasonable evidence of identity and authority;
- 9.4.2 outside normal business hours at those premises; or
- 9.4.3 for the purposes of more than one audit or inspection in any calendar year.

## **10. General Terms**

### *Order of precedence*

- 10.1 In the event of any conflict or inconsistency between this Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.
- 10.2 With regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including the Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail.

### *Severance*

- 10.3 Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

## **ANNEX 1: DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA**

This Annex 1 includes certain details of the Processing of Customer Personal Data as required by Article 28(3) GDPR.

### *Subject matter and duration of the Processing of Customer Personal Data*

The subject matter and duration of the Processing of the Customer Personal Data are set out in the Agreement and this Addendum.

### *The nature and purpose of the Processing of Customer Personal Data*

Priority and any Contracted Processor may Process Customer Personal Data for the purpose of (i) providing the Services to the Customer; (ii) complying with Customer's documented written instructions; or (iii) complying with Applicable Law

### *The types of Customer Personal Data to be Processed*

Customer Personal Data typically relates to some or all of the following categories of Personal Data: personal contact information such as name, home address, home telephone or mobile number, fax number, email address, and passwords, information concerning family, lifestyle and social circumstances including age, date of birth, marital status, number of children etc., employment details including employer name, job title and function, employment history, salary and other benefits, job, performance and other capabilities, education/qualification, identification numbers, social security details and business contact details, financial details, goods and services provided, unique IDs collected from mobile devices, network carriers or data providers and IP addresses. Nevertheless, Customer has control over and determines the categories of Customer Personal Data and can configure and/or customize data fields. Customer may also include in the Customer Personal Data free text data, as well as attachments.

### *The categories of Data Subject to whom the Customer Personal Data relates*

Data Subjects typically include, among others, Customer's representatives and end users, such as Customer employees, job applicants, contractors, collaborators, partners, suppliers, customers and clients. Nevertheless, Customer has control over and determines the categories of Data Subjects.

Additional categories of Personal Data and/or Data Subjects may be described in the Agreement. Notwithstanding the above, Customer shall ensure that Customer Personal Data does not include any sensitive or special personal data that imposes specific data security or data protection obligations on Priority in addition to or different from those specified in the Agreement.

### *The obligations and rights of Customer*

The obligations and rights of Customer are set out in the Agreement and this Addendum.