

Data Processing Agreement

This Data Processing Agreement (**DPA**) forms part of Accu-Tech Cloud Services Terms or any other document that refers to this DPA (**Terms**). Unless defined in this DPA, the words defined in the Terms apply.

1. DEFINITIONS

- 1.1. **Applicable Data Protection Laws** mean legislation protecting the fundamental rights and freedoms of individuals and, where required by law, legal entities, and in particular, their right to privacy with respect to the processing of personal data, including but not limited to the GDPR, the national legislation of Member States of the EEA, the United Kingdom and Switzerland relating to data protection, including the UK GDPR, the UK Data Protection Act 2018 and the Swiss Federal Data Protection Act.
- 1.2. **California Data Protection Law** means California Consumer Privacy Act of 2018 as amended, re-enacted or reinstated from time to time, including California Consumer Privacy Act Regulations.
- 1.3. **Consumer** has the definition given to it in California Data Protection Law.
- 1.4. **Customer Personal Data** mean any personal data which Accu-Tech processes in connection with the Terms, in the capacity of a processor on behalf of Customer.
- 1.5. **SCCs** mean the standard contractual clauses for the transfer of personal data to third countries as set out in the Annex to the Commission Implementing Decision (EU) 2021/914, as updated, amended, replaced or superseded from time to time.
- 1.6. **GDPR** means the General Data Protection Regulation ((EU) 2016/679).
- 1.7. **Purpose** means the purposes for which Customer Personal Data are processed, as set out in Schedule 1, Part A.
- 1.8. **Restricted International Transfer** means a transfer of personal data between the parties in circumstances where in the absence of the obligations created by SCCs (including, where applicable, as modified by any Special Terms) the transfer of personal data would be in breach of the Applicable Data Protection Laws.
- 1.9. **Accu-Tech Personal Data** mean any personal data which Accu-Tech processes in connection with the Terms, in the capacity of a controller.
- 1.10. **Special Terms** mean additional or alternative provisions required by the Applicable Data Protection Laws in certain jurisdictions in respect of the Restricted International Transfers that are set forth in Schedule 2 and apply to SCCs.
- 1.11. **Service Provider, Sale or Sell, Share and Sensitive Personal Information** have the meaning provided under Section 1798.140 of the California Civil Code.

2. DATA PROCESSING

- 2.1. For the purposes of this DPA, the terms **controller, processor, data subject, personal data, personal data breach, and processing** shall have the meaning given to them in GDPR.
- 2.2. By entering into this DPA, Customer consents to (and shall procure all required consents, from its personnel, representatives and agents, in respect of) all actions taken by Accu-Tech in connection with the processing of Accu-Tech Personal Data, provided these are in compliance with the then-current version of applicable Accu-Tech privacy policy.
- 2.3. Customer shall comply with Applicable Data Protection Law and, without prejudice to the generality of the foregoing, Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of or authorise collection of Customer Personal Data and Accu-Tech Personal Data to Accu-Tech for the duration and purposes of the processing by Accu-Tech.
- 2.4. In relation to Customer Personal Data, Schedule 1, Part A sets out the scope, nature and Purpose of processing by Accu-Tech, the duration of the processing and the types of personal data and categories of data subject.
- 2.5. Without prejudice to the generality of clause 2.3 Accu-Tech shall, in relation to Customer Personal Data, solely to the extent required by Applicable Data Protection Laws:
 - 2.5.1. process that Customer Personal Data only on the documented instructions of the Customer, which shall be to process Customer Personal Data for the Purpose, unless Accu-Tech is required by applicable laws to otherwise process that Customer Personal Data. Where Accu-Tech is relying on applicable laws as the basis for processing Customer Processor Data, Accu-Tech shall notify Customer of this before performing the processing required by applicable laws unless those applicable laws prohibit Accu-Tech from so notifying Customer on important grounds of public interest. Accu-Tech shall inform Customer if, in the opinion of Accu-Tech, the instructions of Customer infringe Applicable Data Protection Laws;
 - 2.5.2. implement the technical and organisational measures set out in Schedule 1 Part B to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, which Customer has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or

damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

- 2.5.3. ensure that any personnel engaged and authorised by Accu-Tech to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
- 2.5.4. assist Customer insofar as this is possible (taking into account the nature of the processing and the information available to Accu-Tech), and at Customer's cost and written request, in responding to any request from a data subject and in ensuring Customer's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 2.5.5. where required by Applicable Data Protection Law, notify Customer without undue delay on becoming aware of a personal data breach (as defined under Applicable Data Protection Law) involving Customer Personal Data;
- 2.5.6. at the written direction of Customer, delete or return Customer Personal Data and copies thereof to Customer on termination of the Subscription unless Accu-Tech is required by applicable law to continue to process that Customer Personal Data. For the purposes of this clause 2.5.6 Customer Personal Data shall be considered deleted where it is put beyond further use by Accu-Tech; and
- 2.5.7. maintain records to demonstrate its compliance with this DPA and, at Customer's cost allow for reasonable audits by the Customer or Customer's designated auditor, for this purpose, on reasonable written notice to the extent and where required under Applicable Data Protection Laws.

3. SUB-PROCESSING

- 3.1. Where such authorisation is required under Applicable Data Protection Laws, Customer hereby provides its prior, general authorisation for Accu-Tech to appoint processors to process Customer Personal Data, provided that Accu-Tech:
 - 3.1.1. shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on Accu-Tech in this DPA;
 - 3.1.2. shall remain responsible for the acts and omissions of any such processor as if they were the acts and omissions of Accu-Tech; and
 - 3.1.3. shall inform Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to Accu-Tech's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Customer shall indemnify Accu-Tech for any losses, damages, costs (including legal fees) and expenses suffered by Accu-Tech in accommodating the objection. Customer agrees that a notice on the Platform or Sites, including by way of listing of the vendors that are available through the Platform or as part of a Subscription shall be sufficient notice under this section 3.1.1.

4. INTERNATIONAL DATA TRANSFERS

- 4.1. Customer hereby provides its prior, general authorisation for Accu-Tech to transfer Customer Personal Data outside of the country where such data originated from or was originally processed by Customer. Accu-Tech and Customer shall each ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, in relation to each Restricted International Transfer, Customer and Accu-Tech are deemed to have entered into SCCs as specified in Schedule 2.

5. CALIFORNIA TERMS

- 5.1. Where Services are provided to Customer in California or concern California Consumers, Accu-Tech shall be a **Service Provider** for the purposes of such Services that processes personal data for Purpose. This section 5 applies solely to personal data that Accu-Tech processes pursuant to Services as such Service Provider.
- 5.2. Accu-Tech shall not, unless permitted by applicable law:
 - 5.2.1. Sell or Share personal data; and
 - 5.2.2. retain, use or disclose personal data (i) outside of the direct business relationship between Accu-Tech and Customer or (ii) for any purpose and any commercial purpose other than Purpose.
- 5.3. Accu-Tech shall comply with all applicable sections of California Data Protection Law, including providing the same level of privacy protection as required of Customer by California Data Protection Law, including by cooperating with Customer, at Customer cost, in responding to and complying with data subject requests made pursuant to California Data Protection Law and implementing reasonable security procedures and practices appropriate to the nature of personal data processed to protect such personal data from unauthorized or illegal access, destruction, use,

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- modification, or disclosure. Customer confirms that the measures described in Schedule 1, Part B are sufficient for this purpose.
- 5.4. Accu-Tech grants Customer the right to take reasonable and appropriate steps to ensure that Accu-Tech uses personal data in a manner consistent with Accu-Tech's obligations under California Data Protection Law.
 - 5.5. Accu-Tech shall notify Customer after it makes such determination if it can no longer meet its obligations under California Data Protection Law.
 - 5.6. Customer may require Accu-Tech to provide documentation that (i) verifies that Accu-Tech no longer retains or uses personal data of data subjects that have made a valid request to delete personal data which is not subject to an exception to such deletion obligation under California Data Protection Law; (ii) verifies that Accu-Tech had limited the use of personal data of data subjects that have made a valid request to limit the use of Sensitive Personal Information which is not subject to an exception to such obligation under California Data Protection Law; or (iii) verifies that Accu-Tech does not Sell or Share personal data of data subjects.
 - 5.7. Accu-Tech shall inform Customer of any data subject request made pursuant to California Data Protection Law that either Accu-Tech or Customer must comply with, and provide information necessary for Customer to comply with the request.
- 6. LIMITATION OF LIABILITY**
- 6.1. ACCU-TECH'S TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY HOWSOEVER ARISING), MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT), RESTITUTION OR OTHERWISE, ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THIS DPA OR APPLICABLE DATA PROTECTION LAWS SHALL BE LIMITED IN ACCORDANCE WITH THE TERMS.

Schedule 1 Part A

1. **Particulars of processing (processing operations)**
 - 1.1. **Scope.** Processing of Customer Personal Data in relation to Services.
 - 1.2. **Nature.** Processing of Customer Personal Data to access Accu-Tech's online "as a service" solutions, including the Platform.
 - 1.3. **Purpose of processing.** Processing of Customer Personal Data necessary to access, operate, register and otherwise use Services.
 - 1.4. **Duration of the processing.** During supply of Services.
2. **Types of Customer Personal Data.** Identity information, user profile data, transaction information, personal data collected by sensor or a device and made available as part of Service.
3. **Categories of data subjects.** Customer and its Affiliates' employees, representatives and contractors. Individuals whose personal data is recorded by the sensors or devices deployed by Customer.
4. **Frequency of transfer.** As required to provide Services.

Part B

1. **Data Encryption**
 - 1.1. Encrypt sensitive data both in transit and at rest using common industry encryption protocols.
 - 1.2. Use secure communication channels (e.g., TLS/HTTPS) for data transmission.
2. **Access Control.**
 - 2.1. Implement access controls using the Principle of Least Privilege (PoLP).
 - 2.2. Password Encryption.
3. **Secure Data Storage:** Use secure storage solutions, both on-premises and in the cloud limited by VPN boundaries.
4. **Network Security:** Use of firewalls intended to block unauthorized access, implementing intrusion detection systems aimed at monitoring and preventing cyber-attacks.
5. **Secure Development Practices.** Incorporate security into the software development lifecycle (SDLC).

Schedule 2

1. **Definitions**
The following additional definitions apply in this schedule 2:
 - 1.1. "Data Exporter" means a party who transfer (by way of a Restricted International Transfer) personal data to a Data Importer;
 - 1.2. "Data Importer" means a party who, acting either as a processor or controller, receives (by way of a Restricted International Transfer) personal data from the Data Exporter.
2. **Restricted International Transfers**
 - 2.1. With respect to Restricted International Transfers, the Data Exporter and the Data Importer agree that:
 - 2.1.1. the provisions of Module 1 or Module 4 of SCCs shall apply in respect of exports of personal data to a Data Importer acting as a controller by a Data Exporter acting as a controller or as a processor (respectively);

- 2.1.2. the provisions of Module 2 or Module 3 of SCCs shall apply in respect of exports of personal data to a Data Importer acting as a processor by a Data Exporter acting as a controller or as a processor (respectively).
 - 2.2. The parties make the following selections for the purposes of SCCs:
 - 2.2.1. Optional clause 7 (Docking clause) shall apply but optional clause 11(a) (Redress) shall not apply;
 - 2.2.2. Sub-processors (Module 2 and 3 only) option 2: General Written Authorisation of Subprocessors shall apply and the specified time period shall be 30 days;
 - 2.2.3. The supervisory authority for the purposes of clause 13(a) (Supervision) is either: (i) (where the Data Exporter is established in an EU Member State) the supervisory authority with responsibility for the Data Exporter; or (ii) (where the Data Exporter is not established in an EU Member State) the Republic of Ireland;
 - 2.2.4. For the purposes of clause 17 (Governing law) and clause 18 (Choice of forum and jurisdiction) the Parties select the laws, forum and jurisdiction of the Republic of Ireland; and
 - 2.2.5. For the purposes of the Appendix, the importer and exporter are the relevant parties, the description of transfer and the technical and organizational security measures are set out in Schedule 1 to this DPA.
 - 2.3. The provisions of SCCs shall be interpreted in accordance with any Special Terms identified in paragraph 4 of this Schedule 2 as applicable to Restricted International Transfers originating from a jurisdiction specified in that schedule.
 - 2.4. Where a Data Importer makes a transfer of personal data to a third party (including any Subprocessor) in a country that does not provide adequate protections under the Applicable Data Protection Law, the Data Importer shall take such steps as are required under Applicable Data Protection Laws.
- 3. Special Terms**
- 3.1. The parties agree that the obligations in SCC shall be subject to the Special Terms set out in the table below, which (together with the relevant provisions in SCCs) shall govern personal data insofar as the Restricted International Transfer originates from the relevant country of origin set out in the table:

Country of origin	Special Terms
United Kingdom	Where a Restricted International Transfer is subject to the UK GDPR, SCCs shall be read in accordance with, and deemed amended by, the provisions of Part 2 (Mandatory Clauses) of the UK IDTA and the parties confirm that the information required for the purposes of Part 1 (Tables) of the UK IDTA is set out in Schedules 1 and 2 to this DPA, except that for the purpose of Table 4 of Part 1 (Tables) the parties select the "neither party" option.
Switzerland	Where a Restricted International Transfer is subject to Swiss law, SCCs shall be amended as follows: <ul style="list-style-type: none"> • Scope of "personal data" (Clause 1.c / Annex I.B): In addition to personal data pertaining to individuals, these amended Standard Contractual Clauses (Clauses) shall be applicable to and protect personal data pertaining to legal entities as well, if and to the extent such personal data pertaining to legal entities is within the scope of the Swiss Federal Act on Data Protection (CH-DPA). • Competent supervisory authority (Clause 13 / Annex I.C): To the extent the transfer of personal data as specified in Annex I.B is subject to the CH-DPA, the Swiss Federal Data Protection and Information Commissioner (FDPIC) shall act as the competent supervisory authority. To the extent the transfer of personal data as specified in Annex I.B is subject to the GDPR, the supervisory authority of the Member State in which the Swiss data exporter's EU representative according to GDPR Article 27(1) is established shall act as competent supervisory authority. • Data subject jurisdiction (Clause 18.c): The term "Member State" shall not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of pursuing their rights at their place of habitual residence (Switzerland) in accordance with clause 18.c. Accordingly, data subjects with their place of habitual residence in Switzerland may also bring legal proceedings before the competent courts in Switzerland.