Nitro Global/US Data Processing Addendum

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THIS DATA PROCESSING AGREEMENT APPLIES IF YOU HAVE SIGNED UP FOR NITRO SERVICES AS A BUSINESS CUSTOMER UNDER THE <u>NITRO TERMS OF SERVICE</u> UNLESS THE EU GDPR, UK GDPR OR THE (SWISS) FADP APPLIES TO THE PROCESSING OF PERSONAL DATA IN THE CONTEXT OF THE AGREEMENT, IN WHICH CASE THE CORRESPONDING DATA PROCESSING ADDENDUM WILL APPLY. IN CASE YOU SIGNED UP AS AN INDIVIDUAL, PLEASE VISIT NITRO'S <u>PRIVACY POLICY</u> FOR MORE INFORMATION ON HOW NITRO PROCESSES YOUR PERSONAL DATA.

In consideration of the mutual obligations set forth in this Data Processing Addendum and all Annexes and Exhibits hereto (the "**Data Processing Addendum**"), the sufficiency of which is acknowledged, Nitro (as defined in Section 2 of the Nitro Terms of Service) and the legal entity identified in the Order Form as the customer ("**Customer**") hereby enter into this binding contract by and between them and applicable to all Services (as defined in Section 2 of the Nitro Terms of Service) made available by Nitro. Nitro and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**".

1. SCOPE; ROLES OF THE PARTIES

Nitro will receive and process Personal Information for the benefit and on behalf of the Customer when providing the Services, according to the instructions and purpose defined by the Customer in the Data Processing Details. This Data Processing Addendum sets forth the Parties' specific agreements in respect to processing Personal Information within the framework of this Data Processing Addendum and the Agreement.

By default, Nitro shall act as a Processor and the Customer shall act as a Controller in respect of the Services provided by Nitro to the Customer pursuant to the Nitro Terms of Service. This Data Processing Addendum supersedes and replaces all previous agreements made (if any) in respect of processing Personal Information and data protection between the Parties related to the Services offered by Nitro.

This Data Processing Addendum supplements and forms part of the Terms of Service, and together the Terms of Service and this Data Processing Addendum constitute a single legal agreement between the Parties. In case of discrepancies or contradictions between this Data Processing Addendum and the Terms of Service, the Data Processing Addendum will prevail.

2. DEFINITIONS

"**Annex**" means any annex to the present Data Processing Addendum;

"**Controller**" refers to the Customer as identified in the Terms of Service and the applicable Order Form;

"**Data Processing Details**" means Annex 1 to the present Data Processing Addendum which describes the Customer's instructions on the processing of Personal Information such as the purpose, object and nature of processing and the kind of Personal Information being processed;

"**Data Subject**" or any equivalent term (such as "individual") has the meaning set forth in the applicable data protection legislation, or where no such laws apply, means an identified or identifiable natural person that relates to Customer;

"**Data Breach**" or any equivalent term (such as "personal data breach", "security incident") has the meaning set forth in the applicable data protection legislation, or where no such laws apply, means any (i) unauthorized access to, or use, disclosure or other processing of Customer Personal Information in Nitro's custody, (ii) theft or unauthorized acquisition of such Personal Information, (iii) incident that compromises the security of such Personal Information;

"**EU GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

"**Exhibit**" means any exhibit to the present Data Processing Addendum;

"**FADP**" means the Swiss Federal Act on Data Protection (as amended);

"**Personal Information**" or any equivalent term (such as "personal data" or "personally identifiable information") has the meaning set forth in the applicable data protection legislation or where no such laws apply, means any information that by itself or when combined with other information (such as telephone number or email address) can be used by Nitro to identify a specific natural person;

"**Processor**" refers to Nitro Software Inc., supplier of the Services to the Customer and as identified in the Terms of Service;

"**Sub-processor List**" refers to the list of Sub-processors as made available online by Nitro that includes the Sub-processors engaged by Nitro for the provisioning of the Services and the fulfillment of Nitro's obligations under the Agreement in general. Nitro may update the Sub-processor List from time to time as per the process set out in this Data Processing Addendum;

"**Sub-processor**" means any third party processor engaged by Nitro for the processing of Personal Information related to the provisioning of the Services to the Customer;

"**UK GDPR**" means the EU GDPR transposed into UK domestic law by virtue of section 3 of the European Union Withdrawal Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (as amended).

All other terms and definitions written with capital letters and which are not defined expressly in this Data Processing Addendum, are defined as set out in the applicable data protection legislation or Nitro's Terms of Service.

3. PURPOSE OF THIS DATA PROCESSING AGREEMENT

3.1. This Data Processing Addendum determines the conditions of the processing by Nitro of Personal Information. The nature and purpose of the processing, a list and the kind of Personal Information as well as the categories of the Data Subjects are listed in the Data Processing Details (Annex 1).

4. TERM

4.1. This Data Processing Addendum is applicable to all processing of Personal Information and applies as long as Nitro processes Personal Information on behalf of the Customer in the context of the Agreement. This Data Processing Addendum supplements the Nitro Terms of Service and is meant to ensure the Parties' compliance with the requirements imposed by the applicable data protection laws and regulations for Customer´s use of the Services.

4.2. This Data Processing Addendum ends automatically upon termination of the Agreement (or at the moment the processing by Nitro is terminated). The provisions of this Data Processing Addendum that are either expressly or implicitly (given their nature) intended to have effect after termination of the Data Processing Addendum shall survive the end of the Agreement with regard to the Personal Information communicated by or at the initiative of the Customer in the context of the Agreement.

5. TECHNICAL AND ORGANIZATIONAL MEASURES

5.1. Nitro has implemented appropriate technical and organizational measures ("**TOMs**") aimed at securing the processing of Personal Information. The TOMs implemented by Nitro are as set out in the Data Processing Details and may be updated by Nitro from time to time, however Nitro will ensure not to downgrade the overall security it has implemented at the moment of the Data Processing Addendum's execution. The Customer acknowledges the TOMs to be adequate for the processing of its Personal Information at the moment of signing or accepting this Data Processing Addendum.

5.2. In case the Customer is requesting specific technical and organizational measures to be implemented by Nitro (which Nitro has not implemented by default), the Customer will reimburse Nitro for implementing such additional measures according to Section 11 "Costs" of this Data Processing Addendum.

6. RETENTION

6.1. Nitro will not keep Personal Information any longer than required for processing of such Personal Information in the context of the Agreement. The Customer will not instruct Nitro to store any Personal Information longer than necessary. The applicable retention period (as defined by the Customer) is set out in the Data Processing Details.

6.2. Nitro shall delete or return all Personal Information to the Customer after the end of the provisioning of Services and shall delete existing copies unless applicable law requires storage of the Personal Information. The Customer acknowledges the Services might include download functionalities at the disposal of the Customer to enable Customer to download its data. To the extent such functionalities are available, the Customer shall use such functionalities to extract or delete its data.

7.   CONFIDENTIALITY

7.1. Parties have agreed on a confidentiality clause in the Terms of Service which applies to the processing of Personal Information in the context of the Agreement.

7.2. Nitro acknowledges and agrees that only those employees, contractors or agents of Nitro who are involved in the processing of Personal Information may be informed about the Personal Information and only to the extent as reasonably necessary for the performance of the Agreement. Nitro ensures that persons authorized to process the Personal Information are committed to confidentiality by contract or are under an appropriate statutory obligation of confidentiality.

8.   DUTY TO NOTIFY

8.1. Upon becoming aware of a Data Breach, Nitro shall, to the extent required by applicable law or an Exhibit to this Data Processing Addendum, notify the Customer thereof without undue delay by contacting the contact person indicated in the Agreement or the relevant Order Form (or alternatively via the Customer's Notification Email Address or (if applicable) any other e-mail address the Customer has shared in the admin portal as privacy contact). Nitro's contact person for any data protection related matters can be contacted per email: privacy@gonitro.com.

9.   SUB-PROCESSING

9.1. The Customer expressly authorizes Nitro to engage Sub-processors for the processing of Personal Information for the performance of the Agreement and to facilitate the provisioning of the Services in general. To this extent, the Customer grants a general written authorization to Nitro to decide with which Sub-processor(s) Nitro cooperates for the fulfilment of its obligations under the Agreement. Nitro publishes a Sub-processor List referring to the Sub-processors engaged by Nitro.

10. AUDIT RIGHT

10.1. The Customer has the right to perform audits regarding the compliance by Nitro with its obligations under this Data Processing Addendum and the applicable data protection legislation. Nitro shall use its reasonable efforts to cooperate with such audits and to make available all information necessary to prove its compliance with its obligation. The Customer shall notify Nitro of such audit at least one (1) month prior to the date on which the audit will be performed, by given written notice to Nitro via privacy@gonitro.com.

10.2. In case an audit is being performed, all parties involved shall first sign a specific non-disclosure agreement issued by Nitro with respect to such audit and the audit results before the start of the audit. Upon the performance of any such audit, the confidentiality obligations of the Parties with respect to

third parties must be taken into account. Both the Parties and their auditors must keep the information collected in connection with an audit secret and use it exclusively to verify its compliance with this Data Processing Addendum and the applicable laws and regulations in respect of data protection. The Customer has the option to perform the audit itself or to assign an independent auditor, however such independent auditor must duly sign the non-disclosure agreement referred to in this Section.

10.3. Both Parties and where applicable their representatives, shall reasonably cooperate, upon request, with any competent regulator in connection with the audit.

10.4. The Customer will reimburse Nitro for the assistance provided by Nitro in relation to audit(s) in accordance with Section 11 "Costs" of this Data Processing Addendum. It being understood, such reimbursement shall not apply in case (i) the audit is a result of a Data Breach proven attributable to Nitro or, (ii) in case Nitro's assistance does not exceed four (4) working hours during the term of the Agreement.

11. COSTS

11.1. The assistance to be performed under this Data Processing Addendum for which Nitro may charge the Customer, will be charged on the basis of the hours worked and the applicable standard hourly rates of Nitro (USD 295/hour taxes excluded). Nitro will invoice these amounts on a monthly basis but also has the right to request an upfront retainer fee.

11.2. The payment by the Customer to Nitro for assistance and professional services provided by Nitro under this Data Processing Addendum will take place in accordance with the provisions in the Terms of Service.

12. LIABILITY

12.1. Subject to the maximum extent permitted under applicable law, the provisions of the Terms of Service concerning limitation of liability also apply to this Data Processing Addendum and the damages arising out of it.

13. MISCELLANEOUS

13.1. The provisions of the Terms of Service concerning changes, entire agreement, severability, applicable law and competent courts are applicable to this Data Processing Addendum.

13.2. This Data Processing Addendum is supplemented by the CCPA-specific terms contained as set out in Exhibit 1 hereto, to the extent required as set forth in Exhibit 1.

Annex 1 – Data Processing Details

DESCRIPTION OF PROCESSING

1. SUBJECT MATTER OF THE PROCESSING OF THE PERSONAL INFORMATION

The subject matter is determined by the Customer as set out in the Agreement and relevant Order Form.

2. THE NATURE AND PURPOSE OF THE PROCESSING OF PERSONAL INFORMATION

The nature and purpose of processing is determined by the Customer as set out in the Agreement and relevant Order Form.

By default, such processing shall have as purpose to make available the Service including all its features and functionalities to the Customer and its Users and more in general to permit Nitro to fulfil its contractual obligations under the Agreement. Such purpose can be making available the Cloud Services (for example but without limitation making available the customer cloud portal, electronic signing services, analytics services etc.) as well as the provisioning of Support.

The nature of processing shall, among other instructions given by the Customer in the Agreement and relevant Order Form, include the processing, collection, storage, communication and transfer of Personal Information.

3. PERSONAL INFORMATION PROCESSED

Depending on the functionalities used within the Services (e.g. customer portal, electronic signing services, analytics services etc.) and the content of the Personal Information uploaded by the Customer and its Users into the Services, Nitro processes different kinds of Personal Information. In general, the Personal Information processed by Nitro includes without limitation:

Identification details (for example User- and usage details)

Document data (for example Personal Information included in PDF documents processed)

A detailed overview of the kind of Personal Information being processed when using the Services is available via Nitro's Trust Center: https://www.gonitro.com/trust-center/data-protection/processing-of-personal-data.

4. CATEGORY OF DATA SUBJECTS

The following categories of Data Subjects are by default in scope:

- All Users having access to the Services (which includes admin users, general users or invited users such as signatories).
- All Data Subjects included in the Customer Data uploaded into the Services by the Customer or its Users.

The Customer confirms those data subjects will by default be considered one of the following categories:
- Customer's staff
- Customer's customers
- Customer's prospects
- Customer's suppliers

5. SUB-PROCESSORS

Nitro engages Sub-processors for ensuring all functionalities are available within the Services. Which Sub-processors are applicable depends on the Services used and the functionalities and set-up requested by the Customer. A detailed listing of the Sub-processors engaged by Nitro (including the procedure we apply when engaging new Sub-processors) is available via our Trust Center: https://www.gonitro.com/trust-center/data-protection/subprocessors-and-subcontractors.

6. TECHNICAL AND ORGANIZATIONAL MEASURES (TOMS)

Nitro implements appropriate technical and organizational measures to ensure adequate security when using the Services. We are continuously updating such measures. A detailed overview of the measures taken is available via our Trust Center on our Security section: https://www.gonitro.com/trust-center/security and in our Information Security Policy. Our Trust Center also lists the certifications Nitro holds in the Compliance section: https://www.gonitro.com/trust-center/compliance.

7. RETENTION PERIOD

Nitro will not store Personal Information any longer than necessary for the provisioning of the Services. Depending on the Services and the functionalities you are using as a Customer, the applicable retention period(s) might differ. Each Customer can request Nitro to configure specific retention periods on their environment (as far as this is technically feasible).

In case no specific retention periods were configured, Personal Information will by default be stored by Nitro until deletion by the Customer or until termination of the Agreement between Nitro and the Customer (plus maximum 30 days), whichever of both situations comes first. A detailed overview of the retention periods is available via our Trust Center: https://www.gonitro.com/trust-center/data-protection/processing-of-personal-data.

8. NITRO PRIVACY TEAM CONTACT DETAILS

privacy@gonitro.com

Nitro Software Inc.

447 Sutter St, STE 405 #1015, San Francisco, CA 94108

United States

EXHIBIT 1 – CCPA-SPECIFIC TERMS

1. To the extent that Nitro receives Personal Information from or on behalf of Customer and that information is subject to the CCPA, the following provisions shall apply. To the extent of any conflict between this Exhibit 1 and the Data Processing Addendum, the former shall control.

1.1. CCPA. To the extent that (a) Nitro receives Personal Information from or on behalf of Customer in order to process it on behalf of Customer to provide the Services, and (b) that Personal Information is subject to the CCPA ("**Customer PI**"), Nitro shall (i) comply with all obligations applicable to Nitro under the CCPA and shall provide the same level of privacy and security protection as required by the CCPA; (ii) not Sell or Share Customer PI; (iii) not retain, use, or disclose Customer PI (a) for any purpose other than the Business Purposes specified in this Data Processing Addendum or the Agreement (including retaining, using, or disclosing the Customer PI for a Commercial Purpose other than the Business Purpose specified in this Data Processing Agreement or the Agreement) or as otherwise permitted by the CCPA, or (b) outside of the direct business relationship between Customer and Nitro; (iv) to the extent that Customer discloses or otherwise makes available Deidentified Data to Nitro, Nitro will (a) take reasonable measures to ensure that the Deidentified Data cannot be associated with an individual or household, (b) publicly commit to maintain and use the information in deidentified form and not attempt to reidentify the information, and (c) contractually obligate any further recipient to comply with all provisions of this sub-paragraph (iv); (v) not combine Customer PI regarding an individual that Nitro receives from, or on behalf of, Customer with Personal Information that it receives from, or on behalf of, another person, or collects from Nitro's own interaction with the individual, provided that Nitro may combine Customer PI to perform any Business Purpose as defined in any relevant regulations adopted pursuant to the CCPA; (vi) notify Customer if it engages any subcontractor to process Customer PI, and disclose Customer PI to such subcontractor pursuant to a written contract that includes terms providing the same level of protection of said PI as those required by the CCPA; (vii) implement appropriate organizational and technical measures appropriate to the nature of the Customer PI to protect the security of Customer PI and systems from unauthorized access, destruction, use, modification, or disclosure; (viii) notify Customer if Nitro determines that it can no longer meet its obligations under CCPA; (ix) notify Customer if Nitro receives a request to exercise privacy rights from an individual relating to that individual's Customer PI (a "**Request**"). Nitro shall not otherwise communicate with an individual regarding his or her Request unless Customer directs Nitro to do so or Nitro is required to communicate with an individual under applicable law. Nitro shall, in a manner consistent with the nature and functionality of the services provided under this DPA and Nitro's role as a Service Provider, provide reasonable support to Customer to enable Customer to respond to, and comply with, a Request under the CCPA; and no more than once annually, make available to Customer on request information reasonably necessary to demonstrate compliance with this Section 1, including by providing summaries of applicable privacy and security policies for review and audit purposes.

1.2. Certification. To the extent Nitro is a Contractor, Nitro certifies that it understands and will comply with the restrictions set forth in Subsection 1.1.

1.3. Customer use of PI. To the extent that Customer discloses, shares, or otherwise makes available Customer PI to Nitro, Customer does so for the specific Business Purpose set forth under this Data Processing Addendum. Customer may take reasonable and appropriate steps to ensure that Nitro uses Customer PI transferred to Nitro in a manner consistent with Customer's obligations under the CCPA. Customer may, upon reasonable notice to Nitro, take reasonable and appropriate steps to stop and remediate unauthorized use of Customer PI.

1.4. Definitions. Capitalized terms used in this Section 1 that are not otherwise defined in this Data Processing Addendum shall have the meanings assigned to them under the CCPA. For the purposes of this Section 1, "**CCPA**" means the California Consumer Privacy Act and any implementing regulations issued thereto, each as amended (including by the California Privacy Rights Act and any regulations promulgated thereto).