

## Subscriber – Solo Data Processing Addendum

This Data Processing Addendum (“**DPA**”) forms part of the agreement (“**Agreement**”) between “**Subscriber**” (as defined in the signature block of an applicable Order Form) and “**Solo**” (as defined in the signature block of an applicable Order Form) for the services purchased by Subscriber.

This DPA describes the commitments of Solo and Subscriber concerning the Processing of Personal Data in connection with the provision of Support Services and/or Professional Services (individually and collectively, the “**Solo Offerings**”) contemplated by the Agreement.

The capitalized terms used in this DPA have the meaning set forth in this DPA. Capitalized terms not otherwise defined herein have the meaning given to them in the Agreement.

Subscriber and Solo agree as follows:

### 1. Definitions

1.1 “**Applicable Data Protection Laws**” means, to the extent applicable to a party’s Processing of Subscriber Personal Data under the Agreement, (i) European Data Protection Laws; (ii) Canadian Privacy Laws; and (iii) US Privacy Laws; in each case as may be amended, superseded, or replaced.

1.2 “**Authorized Affiliate**” means an Affiliate of Subscriber who has not signed an Order Form but acts as a Controller or Processor for the Subscriber Personal Data Processed by Solo pursuant to the Agreement, for so long as such entity remains a Subscriber Affiliate.

1.3 “**Canadian Privacy Laws**” means, as applicable, (i) the federal Personal Information Protection and Electronic Documents Act (PIPEDA), the provincial Personal Information Protection Act in place in each of Alberta and British Columbia, and an Act Respecting The Protection of Personal Information In The Private Sector (Québec) as amended by An Act to modernize legislative provisions as regards the protection of personal information (Law 25), and each of their implementing regulations; and (ii) the Canada Anti-Spam Act Legislation (CASL) and its implementing regulations.

1.4 “**Controller**” has the meaning attributed to the term in the relevant Applicable Data Protection Law or, if not defined, then means the natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of Processing Personal Data. If the CCPA applies to Solo hereunder, then a reference to Controller when the context indicates use in connection with the CCPA means “business”, as such term is defined in the CCPA.

1.5 “**EEA**” means the countries that are parties to the agreement on the European Economic Area.

1.6 “**European Data Protection Laws**” means, as applicable, (i) Regulation 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) (“**GDPR**”); (ii) Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector, as amended by Directive 2009/136/EC (e-Privacy Directive); (iii) any applicable national implementations of (i) and (ii); (iv) the Switzerland Federal Act on Data Protection, as amended by the Federal Act of 25 September 2020 on Data Protection (nFADP), and its ordinances (“**Swiss DPA**”); and (v) the United Kingdom (“**UK**”) Data Protection Act 2018 and the GDPR as saved into UK law by virtue of Section 3 of the UK’s European Union (Withdrawal) Act 2018 (“**UK GDPR**”) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 as they continue to have effect by virtue of Section 2 of the UK’s European Union (Withdrawal) Act 2018; in each case as may be amended, superseded, or replaced.

1.7 “**Personal Data**” means any information that relates to an identified or identifiable natural person and that is protected as “personal data,” “personal information,” “personally identifiable information,” or a like defined term under the relevant Applicable Data Protection Law.

1.8 “**Process**,” “**Processes**,” “**Processed**,” and “**Processing**” has the meaning attributed to the term in the relevant Applicable Data

Protection Law or, if not defined, then means any operation or set of operations performed on Personal Data, including access, storage, and use.

1.9 **"Processor"** has the meaning attributed to the term in the relevant Applicable Data Protection Law or, if not defined, then means a natural or legal person that Processes Subscriber Personal Data on behalf of Subscriber. If the CCPA applies to Solo hereunder, then a reference to Processor when the context indicates use in connection with the CCPA means "service provider", as such term is defined in the CCPA.

1.10 **"Restricted Transfers"** means (i) where the GDPR applies, a transfer of Subscriber Personal Data from the EEA to a country outside of the EEA which is not subject to an adequacy determination by the European Commission (an **"EEA Restricted Transfer"**); (ii) where the UK GDPR applies, a transfer of Subscriber Personal Data from the UK to any other country which is not subject to adequacy regulations pursuant to Section 17A of the UK Data Protection Act 2018 (a **"UK Restricted Transfer"**); and (iii) where the Swiss DPA applies, a transfer of Subscriber Personal Data to a country outside of Switzerland which is not included on the list of adequate jurisdictions published by the Swiss Federal Data Protection and Information Commissioner (a **"Swiss Restricted Transfer"**).

1.11 **"Security Incident"** means any breach of security that results in the accidental or unlawful destruction, loss, or alteration or unauthorized disclosure of or unauthorized access to Subscriber Personal Data transmitted, stored, or otherwise Processed by Solo or its Sub-processors in connection with the provision of the Solo Offerings.

1.12 **"Standard Contractual Clauses"** or **"SCCs"** means the standard contractual clauses as adopted by the EU Commission by means of the Implementing Decision EU 2021/914 of June 4, 2021 found at [https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en).

1.13 **"Sub-processor"** means any Processor engaged by Solo or a Solo Affiliate to assist in fulfilling Solo's obligations with respect to providing the Solo Offerings.

1.14 **"Subscriber Personal Data"** means the Personal Data that Solo receives from or on behalf of Subscriber for Processing in connection with the Solo Offerings, as more particularly described in Section 2.6.6 of this DPA.

1.15 **"UK Addendum"** means that certain international data transfer addendum to the SCCs issued by the UK Information Commissioner for Parties making transfers of Personal Data from the UK to any other country which is not deemed adequate under Article 46 of the UK GDPR.

1.16 **"US Privacy Laws"** means all United States state data privacy, information security, and data breach notification laws and implementing regulations to the extent applicable to the Processing of Subscriber Personal Data by Solo in Solo's performance of the Solo Offerings, including but not limited to the California Consumer Privacy Act of 2018 as amended by the California Privacy Rights Act of 2020 (CPRA) (together the **"CCPA"**), the Virginia Consumer Data Protection Act (VCDPA), the Connecticut Data Privacy Act (CTDPA), the Colorado Privacy Act (CPA), and the Utah Consumer Privacy Act (UCPA), and each of their implementing regulations.

1.17 The terms **"data subject"** and **"supervisory authority"** shall have the meanings given to them in the applicable European Data Protection Laws; and the terms **"business purpose"**, **"consumer"**, and **"sell"** shall have the meanings given to them in the CCPA or, to the extent applicable, another US Privacy Law. Sell includes "sale of personal data" as such term is defined by an applicable US Privacy Law.

## 2. Roles and Scope of Processing

2.1 **Scope.** This DPA applies to the extent that Solo Processes in its capacity as a Processor any Subscriber Personal Data in connection with the Solo Offerings.

2.2 **Roles of the Parties.** The parties acknowledge and agree that (i) Subscriber may be (a) a Processor acting on behalf of its own customers, who may be Controllers, with respect to the Processing of Subscriber Personal Data or (b) the Controller with respect to the Processing of Subscriber Personal Data; and (i) Solo shall Process Subscriber Personal Data only as a Processor on behalf of Subscriber, as further described in this DPA, including in Sections 2.3 and 2.6. Each party shall Process Subscriber Personal Data under or in connection with this DPA in accordance with the Applicable Data Protection Laws that are binding on such party in connection

with this DPA.

**2.3 Solo Processing of Personal Data.** Solo agrees that it shall Process Subscriber Personal Data only for the purposes described in the Agreement and in accordance with Subscriber's documented instructions. The parties agree that the Agreement and this DPA set out Subscriber's instructions to Solo in relation to the Processing of Subscriber Personal Data. Subscriber understands that additional instructions outside the scope of the Agreement or this DPA shall be agreed to in writing between Solo and Subscriber (which may be in the form of a support ticket), including any additional fees that may be payable by Subscriber to Solo for carrying out such additional instructions, provided that Solo shall obtain Subscriber's written authorization prior to incurring such additional fees. Without limiting Subscriber's obligations in Section 2.4, Solo shall notify Subscriber in writing, unless prohibited from doing so under Applicable Data Protection Laws, (i) if Solo becomes aware or believes that any Processing instructions from Subscriber violates Applicable Data Protection Laws and, in such event, Solo may suspend performance of such instruction until Subscriber modifies the instruction in writing, provides written confirmation that the instruction is lawful, or withdraws the instruction; or (ii) if Solo is unable to follow Subscriber's Processing instructions.

**2.4 Subscriber Responsibilities.** As between the parties, Subscriber is solely responsible for the accuracy, content, legality, and quality of Subscriber Personal Data Processed under or in connection with the Solo Offerings. As between the parties, Subscriber shall (i) to the extent required by Applicable Data Protection Laws, have provided, and shall continue to provide all notices and have obtained, and shall continue to obtain, all consents, permissions, and rights necessary under Applicable Data Protection Laws for Solo to lawfully Process Subscriber Personal Data as contemplated by the Agreement (including this DPA); (ii) have complied with and continue to comply with all Applicable Data Protection Laws applicable to the collection, provision, and contemplated Processing of Subscriber Personal Data in connection with the Agreement (including this DPA); and (iii) ensure its Processing instructions comply with applicable laws (including Applicable Data Protection Laws). Further, Subscriber agrees and understands that Subscriber is responsible for (a) evaluating and understanding the limitations of the Product and the Solo Offerings; (b) implementing and properly configuring the Product; (c) training Subscriber's employees and other workforce members on the scope of Solo's permitted Processing; and (d) providing Solo only with the Subscriber Personal Data that is necessary for Solo to perform the Solo Offerings.

**2.5 Subscriber Affiliates.** Solo's obligations set forth in this DPA shall also extend to Authorized Affiliates, subject to the following conditions:

2.5.1 Subscriber shall serve as the single point of contact for Solo for all Authorized Affiliates. Given that other Authorized Affiliates who are Controllers may have certain direct rights against Solo, Subscriber shall take all necessary steps to exercise all such rights on their behalf, including, without limitation, obtaining all necessary consents and permissions from such Authorized Affiliates as well as coordinating communications among the parties. Further, Solo is hereby discharged of its obligation to inform or notify the Authorized Affiliates when Solo has provided such information or notice to Subscriber;

2.5.2 Subscriber shall be responsible for Authorized Affiliates' compliance with this DPA. Any and all acts or omissions by an Authorized Affiliate with respect to this DPA shall be deemed to be the acts and omissions of Subscriber; and

2.5.3 Authorized Affiliates shall not bring any legal action, claim, demand, proceeding, suit, or otherwise (individually and collectively, an "**Authorized Affiliate Claim**") directly against Solo. If an Authorized Affiliate seeks to assert an Authorized Affiliate Claim against Solo: (i) Subscriber must bring such Authorized Affiliate Claim directly against Solo on behalf of such Authorized Affiliate, unless Applicable Data Protection Laws require the Authorized Affiliate be a party to such Authorized Affiliate Claim; and (ii) all Authorized Affiliate Claims shall be considered claims made by Subscriber and, to the fullest extent permitted by the relevant Applicable Data Protection Law, shall be subject to any liability restrictions set forth in the Agreement, including but not limited to the damages disclaimer and any aggregate limitation of liability. Subscriber agrees on behalf of itself and each Authorized Affiliate that in no event shall Subscriber or any individual Authorized Affiliate be entitled to multiple recoveries from Solo or any of Solo's Affiliates and that any limitation of liability set forth in the Agreement on behalf of Solo shall apply in the aggregate for all claims (including all Authorized Affiliate Claims) under both the Agreement and all DPAs established by the Agreement, and not individually and severally to Subscriber or any Authorized Affiliate.

**2.6 Details of Processing.** Details of Processing by Solo are set forth below:

2.6.1 **Subject Matter of Processing.** Subscriber Personal Data that Subscriber elects to transfer to Solo in connection with Solo's

performance of the Solo Offerings as set forth in the Agreement.

**2.6.2 Frequency and Duration of Processing.** The frequency of the Processing is continuous during the performance of the Solo Offerings. Solo shall Process Subscriber Personal Data for the duration of the Agreement until disposal of the Subscriber Personal Data in accordance with the Agreement, Solo's data retention policy, and Section 6 of this DPA.

**2.6.3 Nature of Processing.** The nature of the Processing is to perform the Solo Offerings pursuant to the Agreement.

**2.6.4 Purpose of Processing.** The purpose of the Processing is as necessary to perform the Solo Offerings pursuant to the Agreement.

**2.6.5 Categories of Data Subjects.** Subscriber shall limit its transmission of Subscriber Personal Data for the Solo Offerings to the following categories of data subjects: Business contact information (limited to the information listed in Section 2.6.5) of Subscriber's employees and contractors receiving and using the Solo Offerings or communicating with Solo about the Solo Offerings or the Agreement. As between the parties, Subscriber has sole discretion to determine and control the categories of data subjects transmitted in connection with the Solo Offerings and, accordingly, Subscriber shall not transmit or otherwise make available to Solo any other categories of data subjects, unless such information is anonymized in accordance with the requirements of the relevant Applicable Data Protection Laws.

**2.6.6 Type of Personal Data.** Subscriber shall limit its transmission of Subscriber Personal Data for the Solo Offerings to the following data types: first name and last name, name of individual's employer, business mailing address, job title, business email address, business telephone number, the individual's area of responsibility, and the information automatically collected by commercially available email and network systems such as Microsoft's Outlook or Google's Gmail product (such as the sender's IP address). As between the parties, Subscriber has sole discretion to determine and control the types of Personal Data transmitted in connection with the Solo Offerings and, accordingly, Subscriber shall not transmit or otherwise make available to Solo any other type of Personal Data, unless such information is anonymized in accordance with the requirements of the relevant Applicable Data Protection Laws.

### **3. Sub-Processing**

**3.1 Authorized Sub-processors.** Subscriber acknowledges and agrees that (i) Solo may engage Solo Affiliates as Sub-processors; and (ii) Solo and the Solo Affiliates may each engage third-party Sub-processors to Process Subscriber Personal Data on Subscriber's behalf. The list of such Sub-processors is set forth at <https://legal.solo.io/#subprocessors>. Subscriber hereby consents to these Sub-processors.

**3.2 Sub-processor Obligations.** Solo or the Solo Affiliate, as applicable, shall enter into a written agreement with each Sub-processor containing, in substance, data protection obligations no less protective than those set forth in this DPA with respect to the protection of Subscriber Personal Data to the extent applicable to the nature of the services provided by such Sub-processor. Solo shall remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Sub-processor that cause Solo to breach any of Solo's obligations under this DPA.

**3.3. Changes to Sub-processors.** Solo shall notify Subscriber in writing before Solo adds to or replaces its Sub-processors. Subscriber may object in writing to Solo's appointment of a new Sub-processor by notifying Solo promptly in writing within ten (10) calendar days of the date Solo issues such notice. Subscriber's objection notice shall explain in reasonably sufficient details the reasonable grounds for the objection. The parties shall discuss such concerns in good faith with a view to achieving a commercially reasonable resolution within ninety (90) calendar days of Solo's receipt of Subscriber's objection. If no such resolution can be mutually agreed upon by the parties within such ninety (90) calendar day period, then Solo shall, at its sole discretion, either not appoint the objected to Sub-processor, or permit Subscriber (as Subscriber's sole and exclusive remedy) to suspend or terminate the affected Solo Offerings in accordance with the termination provisions in the Agreement without liability to either party (but without prejudice to any fees incurred by Solo prior to suspension or termination), which right of suspension or termination Subscriber must exercise, if at all, within thirty (30) calendar days of Subscriber's receipt of authorization from Solo or such longer duration as expressly authorized by Solo in writing.

### **4. Security and Audits**

**4.1 Solo Security Measures.** Solo shall implement and maintain appropriate technical and organizational security measures designed to protect Subscriber Personal Data from Security Incidents and to preserve the security and confidentiality of the Subscriber Personal Data (collectively, the "**Security Measures**"). Such Security Measures shall include, at a minimum, those organizational, physical, and

technical controls described in Annex II of this DPA. Solo shall ensure that any person who is authorized by Solo to Process Subscriber Personal Data shall be under an appropriate obligation of confidentiality (whether a contractual or statutory duty).

**4.2 Subscriber Security Responsibilities.** Notwithstanding Section 4.1, Subscriber agrees that except as provided by this DPA, Subscriber shall implement and maintain appropriate Subscriber-side technical and organizational security measures designed to protect Personal Data from Security Incidents and to preserve the security and confidentiality of the Personal Data while in Subscriber's dominion and control, including but not limited to those measures described in Section 2.4(a) – (d). Subscriber is responsible for reviewing the information made available by Solo relating to data security and making an independent determination as to whether the Solo Offerings meet Subscriber's requirements and legal obligations under Applicable Data Protection Laws.

**4.3 Security Incident Response.** Upon becoming aware of a Security Incident, Solo shall notify Subscriber without undue delay and shall: (i) provide timely information relating to the Security Incident as it becomes known to Solo or as is reasonably requested by Subscriber; and (ii) promptly take steps necessary to contain, investigate, and remediate the Security Incident.

**4.4 Security Audits.** No more frequently than once during any twelve (12) month rolling period, Solo shall provide written responses (which responses shall be deemed to be Solo's Confidential Information) to reasonable requests for information made by Subscriber related to the Security Measures Solo has implemented in connection with Solo's Processing of Subscriber Personal Data, including responses to information security and audit questionnaires that are necessary to confirm Solo's compliance with this DPA. In addition, to the extent it is not possible to otherwise satisfy an audit right mandated by a relevant Applicable Data Protection Law, Subscriber may also conduct an audit of Solo's data protection compliance program and compliance with this DPA if (i) Subscriber is expressly requested or required by a supervisory authority or government regulator to conduct such an audit; or (ii) Solo experienced a Security Incident. To the extent permissible under the relevant Applicable Data Protection Law, such audit shall be conducted on a confidential basis, subject to a mutually agreeable confidentiality agreement, and conducted in good faith, for a commercially reasonable duration during Solo's regular business hours, and in a manner so as to minimize any adverse impact on Solo's business, employees, and other customers. Further, Subscriber shall provide Solo with a copy of the audit results related to Solo or the Solo Offerings.

**4.5 Data Protection Impact Assessments.** Upon Subscriber's written request, Solo shall provide Subscriber with reasonable cooperation and assistance needed to fulfill Subscriber's obligation under Applicable Data Protection Laws to carry out data protection impact assessments related to Solo's Processing of Subscriber Personal Data and prior consultations with supervisory authorities as required by Applicable Data Protection Laws, to the extent Subscriber does not otherwise have access to the relevant information and to the extent such information is available to Solo.

## **5. International Transfers**

**5.1 Processing locations.** Subscriber acknowledges and agrees that Solo may transfer and Process Subscriber Personal Data to and in the United States and anywhere else in the world where Solo, its Affiliates, or its Sub-processors maintain data Processing operations, which Processing shall at all times comply with the relevant jurisdiction specific terms set forth in Section 8.

## **6. Deletion of Subscriber Personal Data**

**6.1** Upon termination or expiration of the Agreement, Solo shall delete all Subscriber Personal Data (including copies) in its possession or control in accordance with the Agreement, provided that if Solo retains any Subscriber Personal Data in accordance with the Agreement, then Solo shall continue to comply with the applicable terms of this DPA for so long as Solo retains such Subscriber Personal Data.

## **7. Rights of Individuals and Cooperation**

**7.1 Data Subject Requests.** To the extent that Subscriber is unable to independently access the relevant Subscriber Personal Data and to the extent such information is available to Solo, Solo shall, taking into account the nature of the Processing, provide Subscriber with the reasonable cooperation and assistance necessary for Subscriber to respond to any requests from data subjects, consumers, or applicable supervisory authorities or government regulators relating to the Processing of Subscriber Personal Data under the Agreement. If Solo receives any such request directly, Solo shall not respond to such communication directly without Subscriber's prior authorization, except to acknowledge receipt of the request and to attempt to redirect the requestor to contact Subscriber directly. If Solo's attempt is unsuccessful or if Solo is otherwise required to provide a substantive response to such request, then, unless legally

prohibited from doing so, Solo shall promptly notify Subscriber and provide Subscriber with a copy of the request and, to the extent permitted by Applicable Data Protection Laws, Subscriber shall assume responsibility for providing such substantive response to the requestor.

**7.2 Subpoenas and Court Orders.** Notwithstanding anything to the contrary in the Agreement, if a law enforcement agency sends Solo a demand for Subscriber Personal Data (for example, through a subpoena or court order), Solo shall attempt to redirect such agency to contact Subscriber directly and, if Solo's attempt is unsuccessful, then, except as otherwise prohibited by law or such demand, Solo shall give Subscriber prompt written notice of the demand to allow Subscriber to seek a protective order or other appropriate remedy. If Solo is legally prohibited from providing Subscriber with such notice, then, if, after careful assessment, Solo concludes that there are reasonable grounds to consider the demand or prohibition to be unlawful, Solo shall take commercially reasonable steps to challenge such demand or prohibition. For the avoidance of doubt, nothing in this DPA shall be interpreted to require Solo to pursue action or inaction that could result in a civil or criminal penalty for Solo, including without limitation a contempt of court.

## 8. Jurisdiction Specific Terms

### 8.1 Restricted Transfers.

**8.1.1 GDPR.** In connection with any transfer of Subscriber Personal Data by Subscriber to Solo that is an EEA Restricted Transfer, Solo agrees to abide by and Process Subscriber Personal Data in compliance with the Standard Contractual Clauses, which are hereby incorporated into this DPA by reference as follows:

8.1.1.1 Where Subscriber is a Controller of the Subscriber Personal Data, Module 2 (*Controller to Processor Transfers*) shall apply and where Subscriber is a Processor of the Subscriber Personal Data, Module 3 (*Processor to Processor Transfers*) shall apply;

8.1.1.2 For Clause 7, the optional docking clause shall apply only with respect to Authorized Affiliates; Authorized Affiliates may accede to this DPA and the SCCs under the same terms and conditions;

8.1.1.3 For Clause 9(a), Option 2 shall apply and the time period for prior notice of Sub-processor changes shall be as set out in Section 3.3 of this DPA;

8.1.1.4 For Clause 9(c), where confidentiality restrictions prohibit Solo from providing a copy of a Sub-processor agreement to Subscriber, Solo shall (on a confidential basis) provide all information that it reasonably can in connection with such Sub-processor Agreement to Subscriber;

8.1.1.5 For Clause 11(a), the optional language shall not apply;

8.1.1.6 For Clause 13 and Annex I.C of the SCCs, Subscriber shall maintain accurate records of the applicable Member State(s) and competent supervisory authority, which shall be made available to Solo on request.

8.1.1.7 For Clause 17, Option 1 shall apply, and the SCCs shall be governed by the law of The Netherlands;

8.1.1.8 For Clause 18(b), disputes shall be resolved before the courts of The Netherlands; and

8.1.1.9 For Annex I.A., the "data importer" shall be Solo and the "data exporter" shall be Subscriber and any Authorized Affiliates that have acceded to the SCCs pursuant to this DPA.

8.1.1.10 For Annex I.B., the description of the transfer is as described in Section 2.6 of this DPA.

8.1.1.11 For Annex II, the technical and organizational measures are: (i) with respect to Solo, those measures described in Section 4.1 of this DPA; and (ii) with respect to Subscriber, those measures described in Section 4.2 of this DPA.

8.1.1.12 For Annex III, the Sub-processors shall be as described in Section 3.1 of this DPA.

**8.1.2 UK GDPR.** In connection with any transfer of Subscriber Personal Data to Solo from Subscriber which is a UK Restricted Transfer to which the UK GDPR applies, the SCCs shall apply in accordance with Section 8.1.1 above, but as modified and interpreted by the Part 2: Mandatory Clauses of the UK Addendum, which are hereby incorporated into and form an integral part of this DPA but only for purposes of UK Restricted Transfers. Any conflict between the terms of the SCCs and the UK Addendum shall be resolved in accordance with Section 10 and Section 11 of the UK Addendum. In addition, tables 1 to 3 in Part 1 of the UK Addendum shall be

completed respectively with the information set out in Section 2.6 of this DPA, and table 4 in Part 1 of the UK Addendum shall be deemed completed by selecting “neither party”.

**8.1.3 Swiss DPA.** In connection with any transfer of Subscriber Personal Data to Solo which is a Swiss Restricted Transfer to which the Swiss DPA applies, the SCCs shall apply in accordance with Section 8.1.1 above, but with the following modifications:

8.1.3.1 any references in the SCCs to “Regulation (EU) 2016/679” shall be interpreted as references to the Swiss DPA and the equivalent articles or sections therein;

8.1.3.2 any references to “EU,” “Union,” “Member State,” and “Member State law” shall be interpreted as references to Switzerland and Swiss law, as the case may be;

8.1.3.3 any references to the “competent supervisory authority” and “competent courts” shall be interpreted as references to the relevant data protection authority and courts in Switzerland; and

8.1.3.4 the SCCs shall be governed by the laws of Switzerland and disputes shall be resolved before the competent Swiss courts.

**8.2 Standard Contractual Clauses Precedence.** It is not the intention of either party, nor the effect of this DPA, to contradict or restrict any of the provisions set forth in the SCCs. Accordingly, if any express term of this CPA conflicts with the SCCs, then the SCCs, if applicable, shall control as to that term, but only to the extent of an express ambiguity.

**8.3 Alternative Transfer Mechanism.** Solo and Subscriber agree that Sections 8.1.1 to 8.1.3 shall apply only to the extent that in the absence of their application either party would be in breach of European Data Protection Laws in connection with the transfer of Subscriber Personal Data from Subscriber to Solo. To the extent Solo adopts an alternative mechanism for the lawful transfer of Subscriber Personal Data not described in this DPA (“**Alternative Transfer Mechanism**”), the Alternative Transfer Mechanism shall, upon notice to Subscriber, apply to the extent such Alternative Transfer Mechanism complies with European Data Protection Laws and extends to the territories to which Subscriber Personal Data is transferred. In addition, if and to the extent that a court of competent jurisdiction or a supervisory authority with binding authority orders or determines (for whatever reason) that the measures described in this DPA cannot be relied on to lawfully transfer Subscriber Personal Data to Solo, Subscriber acknowledges and agrees that Solo may, at Solo’s sole discretion, implement any additional measures or safeguards that may be required to enable the lawful transfer of such Subscriber Personal Data and if Solo chooses not to implement such additional measures or safeguards, then Solo shall provide prompt written notice to Subscriber and the parties shall reasonable cooperate to determine a mutually agreeable accommodation that permits each party to meet its respective obligations under the applicable European Data Protection Laws.

**8.4 US Privacy Laws.** To the extent that Solo’s Processing of Subscriber Personal Data under the Agreement is subject to US Privacy Laws and to the extent required under applicable US Privacy Laws, Subscriber and Solo agree that:

8.4.1 Without limiting the terms of Section 2.3 and Section 2.6, Solo shall Process the Subscriber Personal Data to communicate with Subscriber personnel about the Solo Offerings and the Products, perform the Solo Offerings, and otherwise meet Solo’s obligations under this DPA and the Agreement (collectively, the “**Permitted Purposes**”);

8.4.2 Solo shall not collect, retain, use, or disclose Subscriber Personal Data outside of the direct business relationship between Subscriber and Solo, or for any purpose other than for the Permitted Purposes, including retaining, using, or disclosing Subscriber Personal Data for a commercial purpose other than the Permitted Purposes, except as otherwise permitted by applicable US Privacy Laws;

8.4.3 Subscriber is not selling Subscriber Personal Data to Solo and Solo shall not sell Subscriber Personal Data;

8.4.4 Solo shall not share Subscriber Personal Data except as otherwise permitted by this DPA, the Agreement, or the applicable US Privacy Laws, including without limitation for a business purpose;

8.4.5 Solo shall not combine Subscriber Personal Data with Personal Data that Solo receives from or on behalf of another Solo customer, or that Solo may collect from its own interaction with the consumer unrelated to the Agreement, except as otherwise permitted by applicable US Privacy Laws;

8.4.6 Solo shall comply with the US Privacy Laws to the extent applicable to Solo’s performance of the Solo Offerings, including,

without limitation, implement the Security Measures; and

8.4.7 Solo engages other Sub-processors to assist in the Processing of Subscriber Personal Data for the Permitted Purposes, as further described in Section 3.

## 9. Miscellaneous

9.1 Any ambiguity in this DPA shall be resolved to permit the parties to comply with the Applicable Data Protection Laws. If any express term of this DPA conflicts with the Agreement, then this DPA, if applicable, shall control as to that term. The Agreement shall control in all other instances, including, without limitation, notice, assignment, severability, and relationship of the parties.

9.2 This DPA shall be governed by and construed in accordance with the governing law and jurisdiction provisions in the Agreement, unless required otherwise by the relevant Applicable Data Protection Law, and in such event, then only for purposes of this DPA and only for purposes of that specific jurisdiction.

## ANNEX II to the SCCs

### Description of the technical and organizational security measures implemented by the data processor/importer in accordance with the Standard Contractual Clauses

Solo shall maintain administrative, physical, and technical safeguards for the protection of the security, confidentiality, and integrity of Subscriber Personal Data provided by the data exporter in connection with the Solo Offerings, including the following:

#### 1. Physical access control

Technical and organizational measures to prevent unauthorized persons from gaining access to the data processing systems available in premises and facilities (including databases, application servers, and related hardware), where Subscriber Personal Data is Processed. These measures include:

- Establishing access authorizations for employees and third parties;
- Access control system (ID reader, magnetic card, chip card);
- Key management and card-keys procedures; and
- Additional measures as necessary to ensure the physical security of locations where Subscriber Personal Data is Processed.

#### 2. Virtual access control

Technical and organizational measures to prevent data processing systems from being used by unauthorized persons. These measures include:

- User identification and authentication procedures;
- ID/password security procedures (special characters, minimum length, and change of password requirements); and
- Single Sign On (SSO) for all customer-facing tools.

#### 3. Data access control

Technical and organizational measures to ensure that persons entitled to use a data processing system gain access to the Subscriber Personal Data only in accordance with their access rights, and that the Subscriber Personal Data cannot be read, copied, modified, or deleted without authorization. These measures include:

- Internal policies and procedures;
- Control authorization schemes;
- Differentiated access rights (profiles, roles, transactions, and objects);
- Monitoring and logging of accesses;



- Reports showing access;
- Access procedures;
- Change procedures; and
- Deletion procedures.

#### **4. Disclosure control**

Technical and organizational measures to ensure that Subscriber Personal Data cannot be read, copied, modified, or deleted without authorization during electronic transmission, transport, or storage on storage media (manual or electronic), and that it can be verified to which companies or other legal entities Subscriber Personal Data is disclosed. These measures include:

- Encryption/tunneling;
- Logging; and
- Transport security.

#### **5. Entry control**

Technical and organizational measures to monitor whether Subscriber Personal Data have been entered, changed, or removed (deleted), and by whom and from which data processing systems. These measures include:

- Logging and reporting systems.

#### **6. Control of instructions**

Technical and organizational measures to ensure that Subscriber Personal Data is Processed solely in accordance with the documented instructions of Subscriber. These measures include:

- Unambiguous wording in the contract(s); and
- Use of written Order Forms.