

CLIENT GLOBAL DATA PROCESSING ADDENDUM OF SHOWELL

This Showell Client Global Data Processing Addendum ("Addendum") applies to each agreement between Showell (or any Showell Affiliate) and Client (or any Client Affiliate) under which Showell Processes Personal Data as part of performing under that agreement ("Agreement").

This Addendum consists of

- the terms and conditions below,
- the Agreement, which is incorporated by reference, and
- policies or procedures referenced in this Addendum.

1. Purpose

The purpose of this addendum is to define the terms and conditions under which Personal Data will be processed in compliance with EU GDPR, UK GDPR, and the Data Protection Act 2018.

This Addendum modifies and supplements the terms and conditions in the Agreement as they relate to Showell's Processing of Personal Data and compliance with Data Protection Laws. Notwithstanding anything to the contrary in the Agreement, if there is a conflict between this Addendum and the Agreement, this Addendum will control. This Addendum will be attached to and incorporated into the Agreement.

2. Definitions

Capitalized terms used but not defined have the meaning given in the Agreement.

"Affiliate" means any entity that directly or indirectly controls is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Showell Group" means Showell and its Affiliates engaged in the Processing of Personal Data.

"Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

"Data Protection Law" Data means any law, rule, regulation, decree, statute, or other enactment, order, mandate, or resolution, applicable to Client or Showell, relating to data security, data protection, and/or privacy, including 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 processing of personal data and the free movement of that data ("GDPR"), the United Kingdom General Data Protection Regulation ("UK GDPR"), the Data Protection Act 2018 ("DPA 2018"), the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., ("CCPA") and any implementing, derivative, or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed, replaced, or re-enacted.

"Personal Data" means any information relating to an identified or identifiable natural person ("Data Subject"). An identifiable natural person is one who can be identified, directly or indirectly, in particular by

referencing an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

“Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, whether transmitted, stored, or otherwise Processed.

“Processing” means any operation or set of operations that is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction. “Process” and “Processed” will have a corresponding meaning.

“Processor” means the entity which Processes Personal Data on behalf of the Controller.

“Sell” or “sale” means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer’s Personal Data by the business to another business or a third party for monetary or any other non-monetary valuable consideration.

“Sub-processor” means any Processor engaged by Showell or a member of the Showell Group.

3. Data Protection Law Requirements

- A. Without limiting Showell’s obligation to comply with the Data Protection Laws, Showell, in its capacity as a Data Processor or sub-processor of Personal Data, will
- a. Process Personal Data only on documented instructions from Client for such legitimate business purposes as is allowed under Data Protection Law, including with regard to transfers of Personal Data to a third country or an international organization, unless required to do so by the applicable law to which Client is subject. In such case, Client will inform Showell of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest,
 - b. Ensure that persons authorized to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality,
 - c. Take and implement technical and organizational measures required in accordance with good industry practice and by Data Protection Law relating to data security (including pursuant to Article 32 of the GDPR / UK GDPR),
 - d. Maintain records of all processing activities carried out on behalf of the Data Controller, as required under Article 30 of the GDPR / UK GDPR,
 - e. Not engage another party to Process Personal Data without the Client’s prior written consent,
 - f. Not sell any Personal Data,
 - g. Taking into account the nature of the Processing, assist Client by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Client’s obligation to respond to requests for exercising the Data Subject’s rights laid down in Data Protection Law (including Chapter III of the GDPR / UK GDPR),
 - h. Reasonably assist Client in ensuring compliance with data security, Personal Data Breach, data protection impact assessments, and engaging in other consultations, pursuant to Data

Protection Law (including Articles 32 to 36 of the GDPR / UK GDPR taking into account the nature of processing and the information available to Showell,

- i. At the choice of Client, promptly delete or return all the Personal Data to Client after the end of the provision of Services relating to Processing, and delete existing copies unless European Union or Member State law requires storage of Personal Data,
 - j. Without limiting any of Client's existing audit rights under the Agreement (if any), make available to Client all information reasonably necessary to demonstrate compliance with Data Protection Law (including the obligations laid down in Article 28 of the GDPR / UK GDPR) and allow for and contribute to reasonably frequent audits, including inspections, conducted by Client or another auditor mandated by Client, provided that (i) each party shall bear its own costs in connection with an audit up to one (1) audit per contractual year and (ii) for any further audits during the same contractual year, Client shall bear the costs and (iii) each party shall always bear its own costs in relation to audits initiated by a competent supervisory authority and (iv) any audit or inspection shall not include penetration testing unless mutually agreed to in writing by the parties, and
 - k. Immediately inform the Client if, in its opinion, an instruction infringes the Data Protection Law.
- B. The subject matter of the Processing, including the Processing operations carried out by Showell on behalf of Client and Client's Processing instructions for Showell, will be described in the statement of work, Client purchase order, or a written agreement signed by the parties' authorized representatives, which forms an integral part of the Agreement.
- C. Showell will notify the Client without undue delay upon becoming aware of a Personal Data Breach.
- D. Where Client faces an actual or potential claim arising out of or related to violation of any Data Protection Law (e.g., Article 82 of the GDPR / UK GDPR) concerning the Services, Showell will promptly provide all materials and information reasonably requested by Client that is relevant to the defense of such claim and the underlying circumstances concerning the claim.
- E. Showell will comply with the Data Protection Law.

4. Insurance

In addition to any other insurance required under the Agreement, Showell will maintain insurance coverage for privacy and cybersecurity liability (including costs arising from data destruction, hacking or intentional breaches, crisis management activity related to data breaches, and legal claims for security breach, privacy violations, and notification costs).

5. Sub-Processors

- A. Client acknowledges and agrees that (a) Showell's Affiliates may be retained as sub-processors; and (b) Showell and Showell's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. Showell or a Showell Affiliate has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this Agreement to the extent applicable to the nature of the services provided by such Sub-processor.
- B. List of Current Sub-processors and Notification of New Sub-processors. The current list of Sub-processors for the Services is in Appendix 1 of this Addendum. Showell shall provide Client

with an e-mail notification of a new Sub-processor(s) before authorizing any new Sub-processor(s) to Process Personal Data in connection with the provision of the applicable Services.

- C. **Objection Right for New Sub-processors.** The client may object to Showell's use of a new Sub-processor by notifying Showell promptly in writing within ten (10) business days after receipt of Showell's notice in accordance with the mechanism set out in Section B. In the event Client objects to a new Sub-processor, as permitted in the preceding sentence, Showell will use reasonable efforts to make available to Client a change in the Services or recommend a commercially reasonable change to Client's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening Client. If Showell is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Client may terminate the applicable Services with respect only to those Services which cannot be provided by Showell without the use of the objected-to new Sub-processor by providing written notice to Showell. Showell will refund Client any prepaid fees covering the remainder of the term of such Services following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Client.
- D. **Liability.** Showell shall be liable for the acts and omissions of its Sub-processors to the same extent Showell would be liable if performing the services of each Sub-processor directly under the terms of this Addendum, except as otherwise set forth in the Agreement.

6. Miscellaneous

- A. **Counterparts.** The parties may execute this Addendum in any number of counterparts. Each counterpart is an original and all counterparts constitute one agreement binding both parties. Electronic signatures will be binding for all purposes.
- B. **Construction.** Neither party has entered this Addendum in reliance on any promise, representation, or warranty not contained herein. This Addendum will be interpreted according to its plain meaning without presuming that it should favor either party.
- C. **Entire agreement.** This Addendum supersedes all prior and contemporaneous communications, whether written or oral, regarding the subject matter covered in this Addendum.
- D. **No further amendment.** Except as modified by this Addendum, the Agreement remains unmodified and in full force and effect.

7. Appendices

Appendix 1: Sub-processors

<https://showell-app.s3.eu-central-1.amazonaws.com/terms/Appendix+1+Sub-contractors.pdf>