



DATA PROCESSING ADDENDUM

THIS DATA PROCESSING ADDENDUM ("Addendum"), is effective as of the later of the date of its execution or the effective date of the Agreement to which it relates:

By and Between:

- (1) PFL Tech, Inc. a Delaware corporation whose place of business is 100 PFL Way, Livingston, MT 59047, ("**Data Exporter**"); and
- (2) _____, a _____ whose place of business is at _____ and any Affiliate (as defined below). ("**Data Importer**").

Background:

- (A) The Data Importer provides services to Data Exporter and its affiliates under the terms of the Master Services Agreement.
- (B) In the ordinary course of providing these services, the Supplier will receive access to Personal Data (as defined below).
- (C) This Addendum details the parties' obligations in relation to their sharing of Personal Data in accordance with the Data Protection Laws and Regulations relating to the processing of Personal Data (as defined below).

This Addendum is incorporated into and subject to the Agreement and reflects the Agreement with respect to the terms governing the Processing of Personal Data under the Agreement. If there is a conflict in terms between this Addendum and the Agreement, this Addendum shall control. Details of Processing of Personal Data, set forth as Annex 1, and the Standard Contractual Clauses, set forth as Annex 2 (if applicable), form an integral part of this Addendum. In order to cite adequate safeguards with respect to the protection of privacy and Personal Data of the Data Subjects, the parties hereby agree as follows:

1. **Definitions.** For the purposes of this Addendum, the following expressions bear the following meanings:
 - "CCPA" means the California Consumer Privacy Act (the "CCPA")
 - "Consumer" means a natural person who is a California resident, however identified, including by any unique identifier, as defined under CCPA.
 - "Customer Data" means any Personal Data submitted by Eightfold or its authorized users to the Services.
 - "Data Exporter" means the entity which determines the purposes and means of the Processing of Personal Data.
 - "Data Importer" means the entity which Processes Personal Data on behalf of the Data Exporter.
 - "Data Protection Laws and Regulations" means all applicable laws and regulations, including laws and regulations of the State of California, United States of America, European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.

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- "Data Subject" means an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to 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.
 - "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).
 - "Personal Data" means any information relating to a Data Subject and Consumer, as the term "personal data" is defined under GDPR and as the term "personal information" is defined under CCPA.
 - "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 transmitted, stored or otherwise processed.
 - "Personnel" means persons authorized by Vendor to Process Personal Data.
 - "Process" or "Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, blocking, erasure or destruction.
 - "Service" means the products or services provided by Vendor to Eightfold pursuant to the Agreement.
2. **Compliance with Law.** Data Importer will comply with all Data Protection Laws and Regulations applicable to the protection of Personal Data.
 3. **Limitations on Use.** The Data Importer Processes Personal Data solely in accordance with the terms and conditions of this Addendum on behalf of the Data Exporter. The Data Importer shall use the Personal Data that are Processed, or which are collected for their incorporation, only for the purpose which is the subject-matter of the Agreement and this Addendum. In no event, the Data Importer will be entitled to use the Personal Data for its own purposes. The categories of Personal Data, the Data Subjects as well as the purposes of Processing are described in Annex 1 to this Addendum.
 4. **Return or Disposal.** This Addendum will take effect on the Effective Date and automatically terminate upon the expiry or termination of the Agreement. The duration of Processing Personal Data shall be for the term of the Agreement. At the option of the Data Exporter, the Data Importer shall return or delete all Personal Data upon termination of the Agreement or at any Data Exporter's request. If Data Importer disposes of any paper, electronic or other record containing Personal Information, Data Importer will do so by taking all reasonable steps (based on the sensitivity of Personal Information) to destroy Personal Information by: (a) shredding; (b) permanently erasing and deleting; (c) degaussing; or (d) otherwise modifying Personal Information in such records to make it unreadable, unreconstructable and indecipherable.
 5. **Use of Subprocessors.** The Data Exporter agrees that Data Importer may engage Subprocessors to process Personal Data. The Data Importer shall ensure that each Subprocessor has entered into a written agreement requiring the Subprocessor to abide by terms no less protective than those provided in this Addendum. Upon request of the Data Exporter, the Data Importer shall provide to

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the Data Exporter a copy of any subcontracting agreement. The Data Importer shall be liable for the acts and omissions of any Subprocessor to the same extent as if the acts or omissions were performed by the Data Importer. The Data Importer shall provide the list of Subprocessors engaged by the Data Importer subject to the Agreement as of the date of this Addendum, by sending the list of Subprocessors by email to the address: PFLTrust@pfl.com during five (5) days starting from the Effective Date. At least thirty (30) days prior to any intended changes concerning the engaging any new Subprocessor to Process Personal Data, or replacement of relevant Subprocessor, the Data Importer shall notify the Data Exporter by email to the address PFLTrust@PFL.com, giving the Data Exporter the opportunity to object to such changes. If, within 30 days of receipt of that notice, the Data Exporter notifies the Data Importer of any objections to the proposed appointment, the Data Importer shall not engage such Subprocessor until reasonable steps have been taken to address the objections raised by the Data Exporter.

6. **Personnel.** The Data Importer will take reasonable steps to ensure the reliability of any employee, agent or contractor of the Data Importer and any Subprocessor who may have access to the Personal Data, ensuring in each case that access is strictly limited to those individuals who need to have access to the relevant Personal Data, as strictly necessary for the purposes of the Agreement and this Addendum, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality and are adequately instructed in the appropriate handling and safeguarding of Personal Data.
7. **Rights of Data Subjects.** The Data Importer shall assist the Data Exporter by implementing appropriate technical and organizational measures, for the fulfilment of the Data Exporter's obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of GDPR. The Data Importer will promptly notify the Data Exporter if the Data Importer or any Subprocessor receives a request from a Data Subject in respect of Personal Data. The Data Importer shall ensure that the Data Importer or any Subprocessor engaged by Data Importer does not respond to that request except on the documented instructions of the Data Exporter.
8. **Security, Reporting and Impact Assessments.** 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, the Data Importer will in relation to the 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. The Data Importer will assist the Data Exporter in ensuring compliance with the obligations concerning the security of Personal Data, reporting requirements for Data Breaches, data protection impact assessments and prior consultations, referred to in Articles 32 to 36 taking into account the nature of Processing and the information available to the Data Importer.
9. **Data Breach.** The Data Importer will promptly notify the Data Exporter when Data Importer or any Subprocessor becoming aware of a Personal Data Breach affecting Data Exporter's Personal Data, providing the Data Exporter with sufficient information to allow to meet any obligations to report or inform Data Subjects or supervisory authorities of the Personal Data Breach. The Data Importer will co-operate with the Data Exporter and take such reasonable commercial steps as are directed by the Data Exporter to assist in the investigation, mitigation and remediation of each such Personal Data Breach.
10. **Audit.** The Data Importer will make available to the Data Exporter on request all information necessary to demonstrate compliance with this Addendum and Data Protection Laws and Regulations, and will allow for and contribute to audits, including inspections, conducted by the Data Exporter or an auditor mandated

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by the Data Exporter in relation to the processing of the Personal Data. The Data Importer will inform the Data Exporter of any inspections and audits of the Data Importer conducted by the data protection authorities or any decisions issued thereby.

11. **Transfers.** The Data Importer undertakes not to transfer Personal Data processed within the framework of the Addendum, outside the European Economic Area, unless it receives a prior, written consent of the Data Exporter and only after the requirements for data transfers outside the European Economic Area provided in the applicable Data Protection Laws and Regulations (including the GDPR) are met. The Data Importer and the Data Exporter will enter into the Standard Contractual Clauses set out in Annex 2 in respect of any Personal Data transfers (if applicable).
12. **Indemnification.** The parties agree that if one party is held liable for a violation of this Addendum, committed by the other party, the latter will, to the extent to which it is liable, indemnify the first party for any cost, charge, damages, expenses or direct losses it has incurred.
13. **Governing Law and Jurisdiction.** The parties to this Addendum hereby submit to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this Addendum, including disputes regarding its existence, validity or termination or the consequences of its nullity.
14. **Severance.** 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.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date.

PFL Tech, Inc.

Signature Casey Bartz

Name Casey Bartz

Title Chief Technology Officer

[Data Importer]

Signature _____

Name _____

Title _____

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ANNEX 1: DETAILS OF PROCESSING OF PERSONAL DATA

This Annex 1 includes certain details regarding subject-matter, the nature and purpose of the Processing, the type of Personal Data and categories of Data Subjects.

Data Exporter

PFL Trust, Inc.

Data Importer

Data Subjects

The personal data transferred concern the following categories of Data Subjects (please specify):

Data Exporter's customers data Other:
Data Exporter's employee data

Categories of Data

The personal data transferred concern the following categories of data (please specify):

First and Last Name Mailing Address: City, State, Zip, Country
Employer, Title, Email, Phone Other:

Special Categories of Data (Sensitive Information) (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

None

Processing Operations

The personal data transferred will be subject to the following basic processing activities (please specify):

Data Importer processes Personal Data securely via API with encryption in transit and at rest.

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ANNEX 2: STANDARD CONTRACTUAL CLAUSES

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to Data Importers established in third countries which do not ensure an adequate level of data protection.

Name of the data exporting organization: **PFL Tech, Inc.** (the 'Data Exporter')

Address: 100 PFL Way, Livingston, MT, USA

Tel.: 800-930-5088; fax: 406-222-4990; e-mail: PFLTrust@PFL.com

Other information needed to identify the organization

.....
(the Data Exporter)

And

Name of the data importing organization:

Address:

Tel.; fax: _____ e-mail: _____

Other information needed to identify the organization:

.....
(the Data Importer)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the Data Exporter to the Data Importer of the personal data specified in Appendix 1.

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Clause 1

Definitions

For the purposes of the Clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'Data Exporter', 'Data Importer', 'Data Subject' and 'supervisory authority'* will have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) *'the Data Exporter'* means the Data Exporter who transfers the personal data;
- (c) *'the Data Importer'* means the Data Importer who agrees to receive from the Data Exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the Subprocessor'* means any Data Importer engaged by the Data Importer or by any other Subprocessor of the Data Importer who agrees to receive from the Data Importer or from any other Subprocessor of the Data Importer personal data exclusively intended for processing activities to be carried out on behalf of the Data Exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data Data Exporter in the Member State in which the Data Exporter is established;
- (f) *'technical and organizational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The Data Subject can enforce against the Data Exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

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2. The Data Subject can enforce against the Data Importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the Data Exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the Data Exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the Data Exporter, in which case the Data Subject can enforce them against such entity.
3. The Data Subject can enforce against the Subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the Data Exporter and the Data Importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the Data Exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the Data Exporter, in which case the Data Subject can enforce them against such entity. Such third-party liability of the Subprocessor will be limited to its own processing operations under the Clauses.
4. The parties do not object to a Data Subject being represented by an association or other body if the Data Subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the Data Exporter

The Data Exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the Data Exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the Data Importer to process the personal data transferred only on the Data Exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the Data Importer will provide sufficient guarantees in respect of the technical and organizational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the Data Subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

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- (g) to forward any notification received from the Data Importer or any Subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the Data Exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the Data Subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a Subprocessor providing at least the same level of protection for the personal data and the rights of Data Subject as the Data Importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the Data Importer

The Data Importer agrees and warrants:

- (a) to process the personal data only on behalf of the Data Exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the Data Exporter of its inability to comply, in which case the Data Exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the Data Exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the Data Exporter as soon as it is aware, in which case the Data Exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organizational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the Data Exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the Data Subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the Data Exporter relating to its processing of the personal Data Subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the Data Exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which will be carried out by the Data Exporter or an

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inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the Data Exporter, where applicable, in agreement with the supervisory authority;

- (g) to make available to the Data Subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which will be replaced by a summary description of the security measures in those cases where the Data Subject is unable to obtain a copy from the Data Exporter;
- (h) that, in the event of subprocessing, it has previously informed the Data Exporter and obtained its prior written consent;
- (i) that the processing services by the Subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any Subprocessor agreement it concludes under the Clauses to the Data Exporter.

Clause 6

Liability

1. The parties agree that any Data Subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or Subprocessor is entitled to receive compensation from the Data Exporter for the damage suffered.
2. If a Data Subject is not able to bring a claim for compensation in accordance with paragraph 1 against the Data Exporter, arising out of a breach by the Data Importer or his Subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the Data Exporter has factually disappeared or ceased to exist in law or has become insolvent, the Data Importer agrees that the Data Subject may issue a claim against the Data Importer as if it were the Data Exporter, unless any successor entity has assumed the entire legal obligations of the Data Exporter by contract or by operation of law, in which case the Data Subject can enforce its rights against such entity.

The Data Importer may not rely on a breach by a Subprocessor of its obligations in order to avoid its own liabilities.

3. If a Data Subject is not able to bring a claim against the Data Exporter or the Data Importer referred to in paragraphs 1 and 2, arising out of a breach by the Subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the Data Exporter and the Data Importer have factually disappeared or ceased to exist in law or have become insolvent, the Subprocessor agrees that the Data Subject may issue a claim against the data Subprocessor with regard to its own processing operations under the Clauses as if it were the Data Exporter or the Data Importer, unless any successor entity has assumed the entire legal obligations of the Data Exporter or Data Importer by contract or by operation of law, in which case the Data Subject can enforce its rights against such entity. The liability of the Subprocessor will be limited to its own processing operations under the Clauses.

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Clause 7

Mediation and jurisdiction

1. The Data Importer agrees that if the Data Subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the Data Importer will accept the decision of the Data Subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the Data Exporter is established.
2. The parties agree that the choice made by the Data Subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The Data Exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the Data Importer, and of any Subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the Data Exporter under the applicable data protection law.
3. The Data Importer will promptly inform the Data Exporter about the existence of legislation applicable to it or any Subprocessor preventing the conduct of an audit of the Data Importer, or any Subprocessor, pursuant to paragraph 2. In such a case the Data Exporter will be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses will be governed by the law of the Member State in which the Data Exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

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Clause 11

Subprocessing

1. The Data Importer will not subcontract any of its processing operations performed on behalf of the Data Exporter under the Clauses without the prior written consent of the Data Exporter. Where the Data Importer subcontracts its obligations under the Clauses, with the consent of the Data Exporter, it will do so only by way of a written agreement with the Subprocessor which imposes the same obligations on the Subprocessor as are imposed on the Data Importer under the Clauses. Where the Subprocessor fails to fulfil its data protection obligations under such written agreement the Data Importer will remain fully liable to the Data Exporter for the performance of the Subprocessor's obligations under such agreement.
2. The prior written contract between the Data Importer and the Subprocessor will also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the Data Subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the Data Exporter or the Data Importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the Data Exporter or Data Importer by contract or by operation of law. Such third-party liability of the Subprocessor will be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 will be governed by the law of the Member State in which the Data Exporter is established.
4. The Data Exporter will keep a list of subprocessing agreements concluded under the Clauses and notified by the Data Importer pursuant to Clause 5 (j), which will be updated at least once a year. The list will be available to the Data Exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the Data Importer and the Subprocessor will, at the choice of the Data Exporter, return all the personal data transferred and the copies thereof to the Data Exporter or will destroy all the personal data and certify to the Data Exporter that it has done so, unless legislation imposed upon the Data Importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the Data Importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The Data Importer and the Subprocessor warrant that upon request of the Data Exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

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On behalf of the Data Exporter:

Name (written out in full): Casey Bartz

Position: Chief Technology Officer

Address: 100 PFL Way, Livingston, MT, 59047 USA

Other information necessary in order for the contract to be binding (if any): n/a

Signature *Casey Bartz*.....

On behalf of the Data Importer:

Name (written out in full): _____

Position: _____

Address: _____

Other information necessary in order for the contract to be binding (if any):

Signature.....

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APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties. The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data Importer.

Data Subjects.

Data Exporter's customer data, including current and/or potential clients.

Categories of Data. The personal data transferred concern the following categories of data:

Delivery information (names, address, city state, zip, country) of Data Exporter customer's current and/or potential clients, including Variable Data fields as defined by the Data Exporter's customer.

Special Categories of Data (Sensitive Information) (if appropriate):

None

Processing Operations. The Personal Data will be subject to the following basic processing activities:

Data Importer processes Personal Data securely via API with encryption in transit and at rest in order to provide the Service pursuant to the Main Agreement.

DATA EXPORTER

Name: Chief Technology Officer

Authorized Signature *Casey Bartz*

DATA IMPORTER

Name: _____

Authorized Signature _____

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APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organizational security measures implemented by the Data Importer in accordance with Clauses 4(d) and 5(c):

The parties agree that if one party is held liable for a violation of the clauses committed by the other party, the latter will, to the extent to which it is liable, indemnify the first party for any cost, charge, damages, expenses or loss it has incurred.

Indemnification is contingent upon:

- (a) the Data Exporter promptly notifying the Data Importer of a claim; and
- (b) the Data Importer being given the possibility to cooperate with the Data Exporter in the defense and settlement of the claim.

DATA EXPORTER

Name Casey Bartz

Title Chief Technology Officer

Signature *Casey Bartz*

DATA IMPORTER

Name _____

Title _____

Signature _____