

Personal Data Processing Agreement

This Personal Data Processing Agreement, including its Schedules (the “DPA”) forms an integral part of the Agreement or other written or electronic agreement between Roima and Customer for the purchase of services from Roima (the “Main Agreement”) and the purpose of this DPA is to reflect the parties agree-ment with regard to the processing of Personal Data:

- 1) [PARTY], a [NATIONALITY] company with business ID [NUMBER] and having its registered address at [ADDRESS] (the “Controller”); and
- 2) **Roima US Inc.**, a Delaware corporation having its registered address at 236 W Lake Street Suite 101, Bloomingdale, IL 60108, USA (the “Processor”).

Hereinafter Controller and Processor above are separately referred to as a “Party” and jointly as the “Parties” as the context may require.

1 Background and Purpose

- 1.1 The purpose of this DPA is to set out the terms and conditions for the processing of Personal Data by the Processor on behalf of the Controller, in accordance with the Applicable Data Protection Laws.
- 1.2 The purpose and means for processing of Customer Personal Data are primarily set forth in the Main Agreement. Under this DPA, the Processor shall process Customer Personal Data that the Processor has received or that the Controller has otherwise transferred to the Processor for the purposes of the performance of the Main Agreement.
- 1.3 The Controller acts as the Data Controller and the Processor acts as the Data Processor, as referred to in the Applicable Data Protection Laws.

2 Definitions

- 2.1 For the purposes of this DPA, the following terms and expressions, including their grammatical variations, shall have the meaning set forth below:

“Affiliate”	Affiliates means any corporation or company directly or indirectly owning, owned by or under common control with either Party to the extent that the ownership is of more than fifty per cent (50%) of the stock entitled to vote for the election of directors
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“Contractor”	has the meaning set forth in the CCPA/CPRA.
“Customer Personal Data”	means any Personal Data which the Processor has received from the Controller whether before or after the signing of this DPA.
“Data Controller”	means a data controller as defined in Applicable Data Protection Laws determining the purpose and means of Personal Data processing.
“Applicable Data Protection Laws”	means all data protection, privacy, and data security laws and regulations applicable to the Processing of Customer Personal Data under the Main Agreement, including where applicable: (i) U.S. federal and state laws (including U.S. State Privacy Laws and U.S. state data breach notification laws); (ii) the California Consumer Protection Act, as amended by the California Privacy Rights Act and implementing regulations (collectively, “CCPA/CPRA”); and (iii) to the extent applicable to a Party’s Processing, the General Applicable Data Protection Laws (2016/679/EU) (“GDPR”) and any national implementing laws..

“Data Subject”	means an individual whose Personal Data is processed by the Data Processor under this DPA and the Main Agreement.
“Data Processor”	means a data processor as defined in Applicable Data Protection Laws processing Personal Data on behalf of the Controller.
“De-Identified Data”	Means data that has been de-identified and/or aggregated so that it cannot reasonably be used to infer information about, or otherwise be linked to, a particular consumer or household, in accordance with Applicable Data Protection Laws. De-identified Data does not include Consumer Personal Data.
“Main Agreement”	means the Software as a Service Agreement (SaaS), End User License Agreement (EULA), Processors’ (Roima) General Terms and Conditions, and related Statements of Work (SOW), and Purchase Orders entered into between the Parties, which are each incorporated herein and inseparable parts of the agreement concerning the delivery of the Software of Processor.
“Personal Data”	means any information relating to an identified or identifiable natural person considered as personal data under Applicable Data Protection Laws.
“Personal Data Breach”	means a breach of security leading to an accidental, unlawful, or unauthorized destruction, loss, alteration, unauthorized disclosure to or access to by third parties of Customer Personal Data, or if the confidentiality, integrity, and availability of Customer Personal Data is compromised due to any other event.
“Processing” / “Process”	means any operation or set of operations performed on Customer Personal Data, whether or not by automated means, such as collection, recording, organization,

	structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure, dissemination, alignment or combination, restrictions, erasure, or destruction.
“Sensitive Data”	Means any data that is regulated “sensitive personal information,” “sensitive data,” “Consumer health data,” or a substantially similar term under Applicable Data Protection Laws, including where applicable CCPA/CPRA and U.S. State Privacy Laws.
“Service Provider”	has the meaning set forth in the CCPA/CPRA.
“Standard Contractual Clauses”	means the standard contractual clauses for the transfer of personal data to third countries pursuant to GDPR, as published by the European Commission on 4 June 2021 and any amendments thereto.
“Sub-processor”	means a third party whose services the Processor uses to process Customer Personal Data in accordance with the terms of this DPA.
“Supervisory Authority”	means any competent authority under the Applicable Data Protection Laws.
“U.S. State Privacy Laws”	Means U.S. state privacy and consumer data protection laws applicable to the Processing, including the comprehensive consumer privacy statutes enacted in California, Colorado, Connecticut, Delaware, Indiana, Iowa, Kentucky, Maryland, Minnesota, Nebraska, New Hampshire, New Jersey, Oregon, Rhode Island, Tennessee, Texas, Utah, and Virginia, and other applicable state privacy laws (including state data breach notification laws), in each as amended from to time.

2.2 Any terms not defined herein shall have the meaning set forth to them in the Applicable Data Protection Laws or in the Main Agreement.

3 Processing of Personal Data

- 3.1 The Processor shall only process Customer Personal Data in accordance with the written instructions provided by the Controller to the Processor. These instructions are laid down in this DPA and the Main Agreement. The Controller may also provide additional written instructions or change the instructions from time to time.
- 3.2 The subject, purpose and means for processing of Customer Personal Data are set forth in the Main Agreement or in the documented instructions received from the Controller prior to the start of processing Customer Personal Data.
- 3.3 The groups of Personal Data processed in the context of the Main Agreement as well as the groups of Data Subjects have been defined in Schedule 1 of this DPA.
- 3.4 Consistent with the Main Agreement, the Processor may create De-Identified Data from Customer Personal Data and use such De-Identified Data to develop, improve, and enhance the Software and Services, provided that: (i) the De-Identified Data does not identify the Controller, any consumer, or any individual; (ii) the Processor takes reasonable measures to ensure the data remains de-identified; (iii) the Processor commits to maintain and use De-Identified Data without attempting to re-identify it; and (iv) Processor contractually obligates any recipient of De-Identified Data to comply with the foregoing restrictions, to the extent required by Applicable Data Protection Laws.

4 Rights and Responsibilities of the Parties

4.1 The Data Controller shall:

- i) process the Customer Personal Data in compliance with the Applicable Data Protection Laws and good data protection practice;
- ii) be entitled to give more detailed instructions to the Processor on the processing of Customer Personal Data;
- iii) control the use and processing of Customer Personal Data;
- iv) retain title and ownership to Customer Personal Data;
- v) be responsible for the lawfulness of the processing of Personal Data; and
- vi) be responsible that it has the right to transfer Customer Personal Data to the Processor.

4.2 The Data Processor shall:

- i) process Personal Data in compliance with the Applicable Data Protection Laws and good processing practice with appropriate precautions and by high professional standards;
- ii) process Customer Personal Data only in accordance with the terms of this DPA and documented instructions of the Controller;
- iii) maintain an up-to-date record of all processing of Customer Personal Data carried out on behalf of the Controller;
- iv) ensure that the access of its employees and other personnel to Customer Personal Data is strictly limited to need to know basis, and that such employees and other personnel have undertaken to keep Customer Personal Data confidential;
- v) taking into account the latest technology, implement appropriate technical, physical, and organizational measures to ensure a high level of security for the processing of Customer Personal Data and to protect Customer Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure;
- vi) taking into account the nature of the processing of Customer Personal Data, assist the Controller, insofar as is possible, with appropriate technical and organizational measures to fulfil the Controller's obligation to reply to requests concerning the rights of Data Subjects under the Applicable Data Protection Laws (including but not limited to requests for information, access, rectification, erasure, restriction, data portability, objection, and not to be subject to automated individual decision-making);
- vii) to the extent Processor receives a request concerning the rights of Data Subjects under Applicable Data Protection Laws, Processor shall (i) act on behalf of the Controller in accordance with Controller's documented instructions for responding to the request; (ii) inform the Data Subject that the request cannot be acted upon it was sent to a Service Provider / Contractor consistent with Applicable Data Protection Laws; or (iii) response directly to the Data Subject but only to the extent required by law and to the Controller has not provided Processor written instructions after

reasonable written notice of the Data Subject request by Processor.

- viii) taking into account the nature of the processing of Customer Personal Data and available information, assist the Controller, insofar as is possible, in ensuring that the requirements relating to the security of the processing, notifications about the data breaches and obligations relating to the data protection impact assessment set forth in the Applicable Data Protection Laws are complied with; and
- ix) provide the Controller with all available information necessary for the Controller to ensure its compliance with all its obligations set in the Applicable Data Protection Laws.

In case the assistance provided by the Processor to the Controller exceeds the requirements set forth by the Applicable Data Protection Laws or if any actions or work are later noticed to be taken due to reasons other than the Processor's breach of this DPA, the Processor is entitled to invoice from the Controller any such actions taken or work performed in accordance with the then-current price list included in the Main Agreement.

4.3 To the extent the CCPA /CPRA applies to the Consumer Personal Data, the Parties agree as follows:

- i) Statute. The Processor is a Service Provider and/or Contractor with respect to Customer Personal Data Processed under the Main Agreement.
- ii) No Sale or Sharing. The Processor shall not sell or Share Customer Personal Data that it receives from, or Processing on behalf of, the Controller, as "sell" and "share" are defined under the CCPA / CPRA.
- iii) Business Purposes. The Processor shall process Customer Personal Data solely for the specific business purpose(s) described in Schedule 1 and for no other purpose except as permitted by the CCPA / CPRA and applicable regulations.
- iv) Prohibitions. The Processor shall not retain, use, or disclose Customer Personal Data for any purpose other than the business purposes specified in Schedule or as otherwise permitted by the CCPA / CPRA and its implementing regulations, including not for cross-contextual behavioral advertising.
- v) Compliance and Equivalent Protections. The Process shall comply with applicable obligations under the CCPA / CPRA and implementing regulations with respect to Customer Personal Data, including providing the same level of privacy protection as required of businesses by the CCPA / CPRA and implementing

regulations, to the extent applicable to Service Providers / Contractors.

5 Impact Assessments and Prior Consultation

5.1 The Processor undertakes to provide reasonable assistance to the Controller with any data protection or any other equivalent impact assessments, and prior consultations with Supervisory Authority or other competent privacy authorities, which the Controller considers to be required by the Applicable Data Protection Laws in relation to the processing of Personal Data by the Processor.

6 Affiliates and Subcontractors

6.1 The Controller hereby gives a general written authorization for the Processor to use its EU-based Affiliates as subcontractors to process Customer Personal Data (i.e., Sub-processors) as necessary to assist in the performance of the services. Further the Controller gives a prior authorization for the Processor to use other Sub-processors listed in Schedule 1 of this DPA. The Processor undertakes to ensure that the Affiliates and Sub-processors comply with the confidentiality, data security and other obligations set forth in this DPA.

6.2 The Processor shall enter into written agreements with the Sub-processors, where each Sub-processor commits to fulfil at least the same responsibilities and commitments that are applicable to the Processor under this DPA. By the Controller's request, the Processor shall provide information concerning the implementation of data security and confidentiality obligations by the Sub-processors.

6.3 The Processor is responsible for its Sub-processors' work as for its own. Any neglect, willful misconduct, or gross negligence by a Sub-processor shall be deemed as neglect, willful misconduct, or gross negligence by the Processor.

7 Transfer of Personal Data

7.1 If the use of a Sub-processor requires a transfer of Personal Data outside of the European Union or the European Economic Area, the Processor is entitled to, on behalf of the Controller, transfer Customer Personal Data to such Sub-processor by using the Standard Contractual Clauses in unamended form. Any such Standard Contractual Clauses shall automatically terminate upon the termination of this DPA.

8 Records

- 8.1 The Processor shall maintain records of Processing activities carried out on behalf of the Controller to the extent required by Applicable Data Protection Laws and shall make available to the Controller information necessary to demonstrate the Processor's compliance with this DPA and Applicable Data Protection Laws, upon reasonable written request by the Controller. carried out on behalf of the Controller. Such records should include at least:
- 8.2 The Processor shall provide the Controller with the records without undue delay upon and at the latest within fourteen (14) days from the Controller's written request.

9 Auditing

- 9.1 During the term of this DPA, and upon reasonable written notice by Controller, in no event less than thirty (30) days, Controller may assess the Processor's compliance with this DPA and Applicable Data Protection Laws, including of relevant policies, certification, and audit reports or, where reasonably necessary and proportionate, an on-site inspection conducted by the Controller or an independent auditor bound by confidentiality. Audits shall be concluded no more than once per twelve (12) months unless required by Applicable Data protection Laws or following a material Personal Date Breach and during Processor's normal office hours on weekdays unless otherwise agreed by Processor. The Controller shall bear the costs related to the audit unless it is revealed in the audit that the Processor has not Processed Personal Data in compliance with this DPA. If the Processor has not fulfilled its obligations as set herein in this DPA, the Processor shall bear the costs related to the audit.

10 Notification concerning Personal Data Breach

- 10.1 The Processor shall document all Personal Data Breaches and notify the Controller thereof without undue delay after becoming aware of Personal Data Breach.
- 10.2 Customer Personal Data Breach notification shall contain the information necessary for the Controller to fulfil its notification obligations under the Applicable Data Protection Laws and at least (to the extent the Processor has this information): (i) description of the nature of Customer Personal Data Breach, including the categories and approximate number of Data Subjects concerned and the categories and approximate number of data records concerned; (ii) a description of likely consequences and/or realized consequences of Customer Personal Data Breach; and (iii) the name and contact details of the person responsible for the Processor's data protection matters.

- 10.3 Processor shall cooperate with the Controller and provide reasonable assistance necessary for the Controller to comply with its obligations under Applicable Data protection Laws relating to the breach notification, including providing additional information as it becomes available.

11 Returning or Destroying Personal Data

- 11.1 Upon expiration or termination of the Main Agreement, or upon the Controller's written request, the Processor shall at Controller's choice delete or return to the Controller all Personal Data, in its possession or control, including any log data and all copies thereof, unless otherwise required by Applicable Data Protection Laws or any legal procedure (such as claim or reclamation) relating to this DPA or Personal Data, in which event the Processor undertakes to securely store, but not actively process, Customer Personal Data, and delete Customer Personal Data once permitted by Applicable Data Protection Laws or upon valid completion of the related legal procedure.

12 Indemnification and Limitation of Liability

- 12.1 The Parties' liability, remedies, and limitations or liability with respect to this DPA are governed by the liability provisions in the Main Agreement. Nothing in this DPA is intended to expand either Party's liability or create any indemnity beyond what is expressly set forth in the Main Agreement, except to the extent such limitation is prohibited by Applicable Data Protection Laws.
- 12.2 Neither party shall be liable for any indirect or consequential damages, or any damages caused by an event beyond such Party's control, provided that such Party could not reasonably have foreseen such event at the time of entering this DPA and reasonably have avoided or overcome consequences thereof. The maximum liability for damages of either Party towards the other Party shall not exceed in aggregate the annual revenue between the Parties under the Main Agreement. In addition, neither Party shall be liable for any damages incurred by the other Party due to the other Party providing voluntary or excessive compensation to any third party nor of any damages attributable to an act or omission of such a Party. No limitation of liability shall, however, apply in the event of willful misconduct or gross negligence.
- 12.3 The Parties agree that their liability to administrative fines and/or damages issued by a Supervisory Authority is allocated under this DPA based on each Party's responsibility to fulfil its obligations under the Data Protection Regulation. As such, each Party is responsible for those administrative fines and/or damages issued by a

Supervisory Authority in relation to the Party's breach of its obligations under the Data Protection Regulation.

- 12.4 If a Party has paid restitution to the Data Subject for the damages caused by a breach of Data Protection Regulation, the said Party shall, under the Article 82 of the GDPR, have the right, notwithstanding the possibly agreed limitation of liability, to claim from the other Party engaged in the same data processing its share of the damages paid to the Data Subject.

13 Term and Termination

- 13.1 This DPA enters into force when duly signed by both Parties and remains in force until the date the Main Agreement is terminated or when the Processor no longer processes Customer Personal Data under any agreement between the Parties, whichever is later.

SCHEDULES

- Schedule 1 Specification of Personal Data Processing (appended to the Main Agreement)

14 Miscellaneous

- 14.1 **Order of precedence.** This DPA is an integral part of the Main Agreement. In the event of any conflict between the terms, the Main Agreement Section 15 controls the order of precedence.
- 14.2 **Amendments.** Any amendment to this DPA shall be in writing signed by the duly authorized representatives of both Parties.
- 14.3 **Assignment.** Except as otherwise provided in the Main Agreement, neither Party shall assign or otherwise transfer any or of all its rights or obligations under this DPA without the prior written consent of the other Party and any attempted assignment or transfer in violation of the foregoing shall be void.