

## ISSUETRAK DATA PROCESSING ADDENDUM

This Data Processing Addendum (“DPA”) supplements and forms part of the Issuetrak Cloud-Based Application Agreement, or other written or electronic agreement that expressly incorporates this DPA (the “Agreement”) between Issuetrak and the client accepting Issuetrak’s Quote (“Client”). Any capitalized terms not defined in this DPA have the meaning ascribed to them in the Agreement.

This DPA will apply to the extent that: (a) Your Data includes Personal Data, and (b) such Personal Data included in Your Data is subject to the Data Protection Laws.

For the avoidance of doubt, each reference to the DPA in this DPA means this DPA including its Schedules. This DPA supersedes all prior and contemporaneous data processing agreements or data processing terms in any agreements, proposals or representations, written or oral, concerning the Processing of Personal Data.

1. Definitions. The following definitions apply to this DPA.

- (a) “CCPA” means the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq., and implementing regulations adopted in accordance therewith.
- (b) “Controller” means the entity which determines the purposes and means of the Processing of Personal Data, and includes equivalent terms in other Data Protection Laws, such as the CCPA-defined term “Business,” as context requires.
- (c) “Data Protection Laws” means CCPA, GDPR, PIPEDA, and any other laws and regulations of the United States and its states that are applicable to Issuetrak’s Processing of Personal Data under the Agreement, as amended from time to time.
- (d) “Data Subject” means the natural person to whom Personal Data relates.
- (e) “EEA” means the member states of the European Union, as well as Iceland, Liechtenstein, and Norway.
- (f) “EEA Restricted Transfer” means a transfer (or onward transfer) by Client to Issuetrak of Personal Data originating in the EEA or Switzerland that is subject to GDPR or the Swiss Federal Act on Data Protection, where any required adequacy means can be met by entering into the EU Standard Contractual Clauses.
- (g) “EU Standard Contractual Clauses” means the standard contractual clauses annexed to Commission Implementing Decision (EU) (2021/914) of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant Regulation (EU) 2016/679 of the European Parliament and of the Council, as available at [https://commission.europa.eu/system/files/2021-06/1\\_en\\_annexe\\_acte\\_autonome\\_cp\\_part1\\_v5\\_0.pdf](https://commission.europa.eu/system/files/2021-06/1_en_annexe_acte_autonome_cp_part1_v5_0.pdf).
- (h) “GDPR” means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) and any member state law implementing the same, and for the purpose of this Addendum includes the corresponding laws of the United Kingdom (including the UK GDPR and Data Protection Act 2018).
- (i) “Personal Data” means any information relating to an identified or identifiable natural person, including without limitation any information defined as “personal data,” “personal information,” “personally identifiable information,” or similar terms under the Data Protection Laws, as context requires, that is included in Your Data and is Processed by Issuetrak to provide the Service.
- (j) “Personal Data Breach” means a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed by Issuetrak or its Subprocessors.
- (k) “PIPEDA” means Canada’s Personal Information Protection and Electronic Documents Act, and any Canadian provincial legislation deemed substantially similar thereto.
- (l) “Processing” means any operation or set of operations performed on data, whether or not by automated means, such as accessing, collection, downloading, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction (and “Process” and “Processed” shall be construed accordingly).
- (m) “Processor” means an entity that Processes Personal Data on behalf of a Controller, and includes equivalent terms in other Data Protection Laws, such as the CCPA-defined term “Service Provider,” as context requires.
- (n) “Subprocessor” means any Processor engaged by Issuetrak to perform Processing on behalf of Client.

- (o) “UK Addendum” means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses version B1.0, issued by the UK Information Commissioner’s Office under S119A(1) Data Protection Act 2018 and in force as of 21 March 2022, available at <https://ico.org.uk/media/for-organisations/documents/4019483/international-data-transfer-addendum.pdf>, as revised by the Commissioner’s Office from time to time in accordance therewith.
- (p) “UK Restricted Transfer” means a transfer (or onward transfer) by Client to Issuetrak of Personal Data originating in the United Kingdom that is subject to UK GDPR where any required adequacy means can be met by entering into the EU Standard Contractual Clauses and the UK Addendum.

## 2. Relationship with the Agreement.

- (a) The parties agree that this Addendum shall replace any existing addendum or other contractual provisions pertaining to the subject matter contained herein the parties may previously have entered in connection with Service.
- (b) Except for the changes made by this Addendum, the Agreement remains unchanged and in full force and effect. If there is any conflict between this Addendum and the Agreement, this Addendum shall prevail.
- (c) Any claims brought under or in connection with this Addendum are subject to the terms and conditions, including but not limited to the exclusions and limitations of liability, set forth in the Agreement.

## 3. Roles of the Parties: Details of the Processing

- (a) The Parties agree that Issuetrak is a Processor and Client is a Controller of Personal Data.
- (b) Schedule 1 to this Addendum specifies the details of the Processing, including the subject matter, nature, duration and purposes of the Processing, the types of Personal Data and the categories of Data Subjects.

## 4. Responsibilities of Client.

- (a) Client shall comply with its obligations as a Controller under the Data Protection Laws.
- (b) Client is solely responsible for (i) justifying any transmission of Personal Data to, and Processing of Personal Data by, Issuetrak pursuant to the Agreement (including where applicable providing any notices and obtaining any consents required by Data Protection Laws), and (ii) its decisions and actions concerning the Processing and use of Personal Data through the Service, including Client’s instructions to Issuetrak regarding the Processing of Personal Data.

## 5. Responsibilities of Issuetrak.

- (a) Issuetrak shall process Personal Data in accordance with Client’s documented instructions as set forth in the Agreement, this DPA, and any other mutually agreed written instructions provided by Client to Issuetrak, unless required by applicable law to which Issuetrak is subject, in which case Issuetrak shall inform Client of such requirement before beginning the Processing of Personal Data, unless informing of such requirement is prohibited by applicable law. Issuetrak shall inform Client without undue delay if, in Issuetrak’s opinion, an instruction from Client infringes the Data Protection Laws.
- (b) Issuetrak shall process Personal Data in compliance with applicable Data Protection Laws, and provide a level of privacy protection for Personal Data consistent with the requirements of Data Protection Laws. Issuetrak will promptly notify Client if it makes a determination that it can no longer meet its obligations under this DPA or comply with the Data Protection Laws. Client shall have the right to take reasonable and appropriate steps to ensure that Issuetrak Processes Personal Data in a manner consistent with its obligations under the Data Protection Laws, and the right, upon notice, including from Issuetrak pursuant to this subsection, to take reasonable and appropriate steps to stop and remediate any unauthorized Processing of Personal Data.
- (c) Issuetrak shall Process Personal Data only for the limited and specified purposes set forth in Schedule 1 and shall not: (i) “sell” or “share” Personal Data, as those terms are defined in CCPA or other Data Protection Laws; (ii) except as expressly permitted by the Data Protection Laws, retain, use, or disclose Personal Data outside of the direct business relationship between Issuetrak and Client; or (iii) except as expressly permitted by the Data Protection Laws, combine Personal Data that Issuetrak receives from or on behalf of Client with personal information that Issuetrak receives from, or on behalf of, another person or persons, or collects from its own interaction with a Data Subject.
- (d) Issuetrak shall ensure that Issuetrak personnel who are authorized to Process Personal Data are bound by appropriate confidentiality obligations with respect to all Personal Data Processed hereunder.
- (e) Issuetrak shall implement and maintain technical and organizational measures to ensure an appropriate level of

security to protect Personal Data against unauthorized access and loss, destruction, damage, alteration or disclosure, or against other unlawful Processing, including the measures set forth in Schedule 2 to this DPA. Issuetrak may, from time to time, modify the technical and organizational measures, provided, however, that the measures as modified will not reduce the level of protection provided for Personal Data. Notwithstanding the foregoing, Client is solely responsible for providing appropriate technical and organizational security measures for the Processing of Personal Data through hardware, systems or facilities owned or controlled by or on behalf of Client in connection with its use of the Service.

- (f) Taking into account the nature of the Processing and the information available to Issuetrak, Issuetrak will upon Client's request provide reasonable assistance to Client in responding to requests for exercising the rights of Data Subjects. Issuetrak will promptly notify Client if it receives a request from a Data Subject to access, correct or delete that Data Subject's Personal Data or to exercise any other right under Data Protection Laws, and will not respond to a Data Subject request without Client's prior written consent unless required by applicable law.
  - (g) Taking into account the nature of the Processing and the information available to Issuetrak, Issuetrak will provide reasonable assistance to Client in ensuring compliance with its obligations set out in Data Protection Laws relating to data security, Personal Data Breaches, data protection impact assessments, and prior consultations with supervisory authorities. Issuetrak is entitled to charge Client, and Client must pay to Issuetrak upon demand, for additional costs and expenses reasonably incurred to provide such assistance.
  - (h) Upon termination of the Service, Issuetrak shall, at the choice of Client, delete or return Personal Data to Client, and delete any existing copies, unless applicable law requires Issuetrak to retain the Personal Data.
6. Personal Data Breach Notification. Issuetrak shall notify Client without undue delay and no later than seventy-two (72) hours after becoming aware of a Personal Data Breach. Issuetrak shall make reasonable efforts to identify the cause of such Personal Data Breach and take such steps as Issuetrak deems necessary and reasonable to remediate the same, to the extent the remediation is within Issuetrak's reasonable control. The obligations herein shall not apply to incidents that are caused by Client or Client's Users.
7. International Transfers of Personal Data.
- (a) Issuetrak may process Personal Data anywhere in the world where Issuetrak or its Sub-processors maintain Processing operations. Issuetrak shall at all times provide an adequate level of protection for the Personal Data Processed, in accordance with the requirements of Data Protection Laws.
  - (b) If and to the extent Issuetrak's performance or Client's use of the Service involves an EEA Restricted Transfer, Issuetrak and Client hereby enter into the EU Standard Contractual Clauses, which are incorporated by reference herein, and agree that the EU Standard Contractual Clauses will govern the parties' obligations with respect to the EEA Restricted Transfer. For the purposes of any such EEA Restricted Transfer, the EU Standard Contractual Clauses will be completed as follows:
    - (i) Where the data exporter and the data importer are directed to select a module, the parties select Module Two (Transfer Controller to Processor).
    - (ii) For the purpose of Section II, Clause 8.1, the Agreement and this DPA constitute Client's final and complete instructions to Issuetrak for the Processing of Personal Data as of the date of this DPA. Any additional or alternate instructions must be mutually agreed upon separately in writing and signed by both parties.
    - (iii) For the purpose of Section II, Clause 8.9, the parties agree that any audits or inspections be conducted in accordance with the "Information and Audits" Section of this DPA.
    - (iv) For the purpose of Section II, Clause 9, the parties select Option 2 and agree that Issuetrak may engage Subprocessors in accordance with the "Subprocessors" section of this DPA.
    - (v) For the purpose of Section II, Clause 11, the parties agree that the optional language in Clause 11(a) will not apply.
    - (vi) For the purpose of Section II, Clause 13(a):
      - (1) When Client is established in an EEA member state, the supervisory authority with responsibility for ensuring compliance by Client with GDPR as regards the data transfer shall act as competent supervisory authority.
      - (2) When Client is not established in an EEA member state but falls within the territorial scope of application of GDPR in accordance with Article 3(2) and has appointed a representative pursuant to Article 27(1) of GDPR, the supervisory authority of the member state in which the representative

within the meaning of Article 27(1) of GDPR is established shall act as competent supervisory authority.

- (3) When Client is not established in an EU member state, but falls within the territorial scope of application of GDPR in accordance with Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of GDPR, the supervisory authority of one of the EEA member states in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.
- (vii) For the purpose of Section IV, Clause 17, the parties select Option 1, and agree that the EU Standard Contractual Clauses shall be governed by the law of Ireland.
- (viii) For the purpose of Section IV, Clause 18, the parties agree that disputes arising from the EU Standard Contractual Clauses shall be resolved by the courts of Ireland.
- (ix) Annex I is deemed to be completed with the details set out in Schedule 1 to this DPA.
- (x) Annex II (Technical and Organisational Measures Including Technical and Organisational Measures to Ensure the Security of the Data) is deemed to be completed with the Technical and Organizational Security Measures set out in Schedule 2 to this DPA.
- (xi) If and to the extent an EEA Restricted Transfer involves Personal Data originating from Switzerland and is subject to the Swiss Federal Act on Data Protection of 19 June 1992 (the “FADP”), the EU Standard Contractual Clauses are deemed to be supplemented with an additional annex that provides as follows:
  - (1) for purposes of Clause 13 and Annex I.C, the competent Supervisory Authority is the Swiss Federal Data Protection and Information Commissioner;
  - (2) the term “member state” as used in the EU Standard Contractual Clauses must not be interpreted in such a way as to exclude Data Subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18.c;
  - (3) references in the EU Standard Contractual Clauses to the GDPR should be understood as references to the FADP; and
  - (4) until entry into force of the revised FADP of 25 September 2020, the EU Standard Contractual Clauses also protect the data of legal entities.
- (c) If and to the extent Issuetrak’s performance or Client’s use of the Service involves a UK Restricted Transfer, Issuetrak and Client hereby enter into the UK Addendum, which is incorporated by reference herein, and agree that the UK Addendum will be completed as follows:
  - (i) Table 1 of the UK Addendum is deemed to be completed with the parties’ details and contact information as set forth in Schedule 1 to this DPA.
  - (ii) For the purposes of Table 2 of the UK Addendum, the Addendum EU SCCs are the EU Standard Contractual Clauses entered into between Client and Issuetrak under Section 7(b) of this DPA.
  - (iii) For the purposes of Table 3 of the UK Addendum, the Appendix Information is set forth in Schedule 1 and Schedule 2 to this DPA.
  - (iv) For the purposes of Table 4 of the UK Addendum, the parties select both the Importer and the Exporter, and agree that either of them may end the UK Addendum in accordance with Section 19 thereof.

#### 8. Subprocessors.

- (a) Issuetrak is generally authorized to engage and use Subprocessors in Processing Personal Data, including those Subprocessors already engaged by Issuetrak as of the date of this DPA and listed in Schedule 1.
- (b) Issuetrak shall notify Client in writing at least thirty (30) days prior to allowing any additional Subprocessors to Process Personal Data. Client may object to the use of any additional Subprocessor in writing within fourteen (14) days from the date of written notice from Issuetrak. If Client reasonably objects to a change in Subprocessors and Issuetrak cannot change the Service or recommend a commercially reasonable change to Client’s configuration or use of the Service to avoid Processing of Personal Data by the additional Subprocessor, Client may terminate the Agreement. In such case, Issuetrak will refund Client any prepaid fees covering the remainder of the term of the Agreement.

- (c) Issuetrak shall: (i) take commercially reasonable measures to ensure that Subprocessors have the requisite capabilities to Process Personal Data in accordance with this DPA; (ii) enter into a written agreement with each Subprocessor imposing data protection terms that require the Subprocessor to protect the Personal Data to the standard required by this DPA; (iii) remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Subprocessor that cause Issuetrak to breach any of its obligations under this DPA.

9. Information and Audits.

- (a) Issuetrak will upon Client's request provide and make available to Client such information and assistance as may be reasonably required to confirm Issuetrak's compliance with this DPA and applicable Data Protection Laws.
- (b) Issuetrak shall, annually and at Issuetrak's expense, arrange for a qualified and independent assessor to conduct an assessment of the policies and technical and organizational measures Issuetrak has implemented to comply with its obligations under this DPA and applicable Data Protection Laws using an appropriate and accepted control standard or framework and assessment procedure for such assessments. Issuetrak shall provide a report of the assessment to Client upon Client's written request, which report shall be considered Issuetrak's Confidential Information under the Agreement.
- (c) To the extent information provided by Issuetrak under Sections 9(a) and 9(b) of this DPA are not sufficient to enable Client to satisfy its obligations under applicable Data Protection Laws, Issuetrak will cooperate with audits and inspections performed by Client or third party assessor of Client reasonably acceptable to Issuetrak, provided that any audit or inspection: (i) may not be performed unless specifically required by applicable Data Protection Laws; (ii) must be conducted at Client's sole expense and subject to reasonable fees and costs charged by Issuetrak; (iii) shall be limited to the Personal Data Processing and storage facilities operated by Issuetrak; (iv) may be conducted on no less than thirty (30) days prior written notice from Client, at a date and time and for a duration mutually agreed by the parties; and (v) must be performed in a manner that does not cause any damage, injury, or disruption to Issuetrak's premises, equipment, personnel, or business. Notwithstanding the foregoing, Issuetrak will not be required to disclose any proprietary or privileged information to Client or an agent or vendor of Client in connection with any audit or inspection undertaken pursuant to this DPA.

10. Miscellaneous

- (a) Unless otherwise required by the EU Standard Contractual Clauses or UK Addendum, this DPA will be subject to the governing law identified in the Agreement without giving effect to conflict of laws principles.
- (b) Except as may be otherwise provided pursuant to the Standard Contractual Clauses or UK Addendum, no one other than a party to this DPA, its successors and permitted assignees shall have any right to enforce any of its terms.
- (c) Except as set forth herein, this DPA may only be amended by mutual written agreement of the Parties.

## **SCHEDULE 1**

### **Details of Processing**

#### **A. LIST OF PARTIES**

**Data exporter(s):**

**Name:** The entity identified as “Client” in the Agreement.

**Address:** The address for Client as specified in the Agreement or as otherwise provided to Issuetrak.

**Contact person’s name, position and contact details:** The contact details for Client as specified in the Agreement.

**Activities relevant to the data transferred under these Clauses:** Client’s use of the Service pursuant to the Agreement and the DPA.

**Signature and date:** By signing the Quote, Client will be deemed to have signed this Schedule 1.

**Role (controller/processor):** Controller

**Data importer(s):**

**Name:** Issuetrak, Inc.

**Address:** 200 Golden Oak Ct, Suite 270 Virginia Beach, VA, 23452

**Contact person’s name, position and contact details:** privacy@issuetrak.com

**Activities relevant to the data transferred under these Clauses:** Provision of the Service to Client pursuant to the Agreement and the DPA.

**Signature and date:** By entering into the Agreement, Issuetrak will be deemed to have signed this Schedule 1.

**Role (controller/processor):** Processor.

#### **B. DESCRIPTION OF TRANSFER**

*Categories of data subjects whose personal data is transferred*

Client may submit Personal Data to the Service, the extent of which is solely determined by Client, and which may include Personal Data relating to the following categories of Data Subjects:

- clients, customers, and other business contacts;
- employees and contractors;
- consultants and partners;
- such other Data Subjects as may be the subjects of Personal Data included in Your Data, as determined and controlled by Client.

*Categories of personal data transferred*

Client may submit Personal Data to the Service, the extent of which is solely determined by Client, and may include the following categories:

- communication data (e.g. telephone, email);

- business and personal contact details; and
- such other categories of Personal Data included in Your Data, as determined and controlled by Client.

*Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.*

Client may submit Special Categories of Personal Data to the Service, the extent of which is solely determined Client in compliance with Data Protection Laws, and may include the following categories, if any:

- racial or ethnic origin;
- political opinions;
- religious or philosophical beliefs;
- trade union membership;
- genetic data or biometric data;
- health information; and
- sex life or sexual orientation.

*The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).*

Personal Data may be transferred on a continuous basis during the Term of the Agreement.

#### *Nature of the processing*

The nature of the processing is Issuetrak's provision of the Service under the Agreement, including for the purposes of: (a) setting up, operating, monitoring, and providing the Service; (b) communicating with Users; and (c) executing other agreed-upon written instructions of Client.

#### *Purpose(s) of the data transfer and further processing*

The purpose of the data transfer and further processing is Issuetrak's provision of the Service under the Agreement, which includes administering the Service, providing customer service, and performing related services on behalf of Client.

#### *The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period*

Personal Data will be retained for the duration of the Agreement and subject to the DPA.

#### *For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing*

Sub-processors will Process Personal Data as necessary to perform the Service pursuant to the Agreement. Subject to the DPA, Sub-processors will Process Personal Data for the duration of the Agreement.

As of the date of the Agreement, the Sub-Processors engaged by Issuetrak are listed at:

<https://helpcenter.issuetrak.com/home/2367-subprocessors-used-by-issuetrak>

### **C. COMPETENT SUPERVISORY AUTHORITY**

#### *Identify the competent supervisory authority/ies in accordance with Clause 13*

For the purposes of the EU Standard Contractual Clauses, the competent supervisory authority will be the supervisory authority that has supervision over the data exporter as set forth in the DPA.

## **SCHEDULE 2**

Issuetrak will maintain administrative, physical, and technical safeguards for designed to protect the security, confidentiality and integrity of Personal Data included in Your Data, as described in Issuetrak Cloud Security Measures documentation accessible at <https://www.issuetrak.com/security#cloudsecurity>.