Rewind Data Processing Addendum.
Last Modified [April 4th 2022]

NOTE: THE REWIND DATA PROCESSING ADDENDUM IS MADE AVAILABLE AT https://rewind.com/legal/dpa AND IS INCORPORATED INTO THE UNDERLYING AGREEMENT (DEFINED BELOW). PLEASE NOTE REWIND SOFTWARE INC. UPDATES THE REWIND DATA PROCESSING ADDENDUM AS DESCRIBED IN THE "GENERAL PROVISIONS" SECTION BELOW. THE CURRENT REWIND DATA PROCESSING ADDENDUM TERMS ARE AVAILABLE AT https://rewind.com/legal/dpa AND ARCHIVED REWIND DATA PROCESSING ADDENDUM TERMS ARE AVAILABLE UPON REQUEST. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR REWIND REPRESENTATIVE.

This Rewind Data Processing Addendum (sometimes also referred to as the Rewind Data Processor Terms or the BackHub Data Processing Agreement in the Underlying Agreement, as defined below) and its Appendices, Annexes and Exhibits, as applicable, (the **"DPA"**) reflects the parties' agreement with respect to the Processing of Personal Data by Rewind Software Inc. (**"Rewind"**) or its Affiliate(s) (defined below), as applicable, (each a **"Service Provider"**) on behalf of Customer (defined below) in connection with Customer's access to Service Provider's Software (defined below) and associated Services (defined below).

This DPA is supplemental to, and forms an integral part of, the Underlying Agreement and is effective upon its incorporation in the Underlying Agreement, which may be specified in the Underlying Agreement, an Order Form(s) or in an executed amendment to the Underlying Agreement.

Rewind may update this DPA from time to time. If you have an active subscription with a Service Provider, that Service Provider will let you know when updates are made to this DPA via email.

The terms used in this DPA will have the meanings set forth in this DPA. Capitalized terms not otherwise defined herein will have the meanings given to them in the Underlying Agreement. In the event of inconsistencies between the provisions of this DPA and the Underlying Agreement, the provisions of this DPA shall prevail, but only to the extent necessary to resolve the inconsistency. For the purposes of this DPA, Customer may exercise the role of Controller or Processor and Service Provider exercises the role of Processor or Sub-Processor, as applicable.

The term of this DPA will follow the term of the Underlying Agreement. Capitalized terms will have the meanings set out in this DPA. Capitalized terms not otherwise defined in this DPA will have the meanings set out in the Agreement. In the event of any conflict or inconsistency with the terms of the Agreement, this DPA will take precedence over the terms of the Agreement to the extent of such conflict or inconsistency.

1 Definitions.

In this DPA, the following terms have the meaning given to them below:

"Adequacy Decision" means, in the case of the European Union, a decision of the European Commission determining whether the laws of a country outside of the European Union offers

an adequate level of protection to Personal Data and, in the case of Switzerland, inclusion in the list of the states whose legislation ensures an adequate level of protection as published by the Swiss Federal Data Protection and Information Commissioner, or a decision by the Swiss Federal Council under the Swiss FDPA.

"Adequacy Regulation" means a decision by the United Kingdom (the "**U.K.**") determining whether the laws of a country, sector or international organization outside the U.K. offers an adequate protection for individuals' rights and freedoms for Personal Data.

"Affiliate(s)" means any entity that, directly or indirectly, controls, is controlled by, or is under common control with a party through (i) holding 50% or more of the voting rights; or (ii) having the right to appoint or remove 50% or more of its board of directors; or (iii) controlling alone, pursuant to a written agreement with other shareholders, 50% or more of the voting rights. Rewind Affiliates include, without limitation, BackHub UG (haftungsbeschränkt) ("**BackHub**").

"Commission" means the European Commission.

"Controller" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

"Customer" or *"You"*/*"Your"* means the party who entered into the Underlying Agreement with Service Provider.

"Data Protection Laws" means the laws, rules and regulations applicable to a party and binding on it in the performance of this DPA, including, as applicable, the General Data Protection Regulation 2016/679 (the "**EU GDPR**"), the EU GDPR as amended and incorporated into U.K. law under the U.K. European Union (withdrawal) Act 2018 and applicable secondary legislation made under that Act (the "**U.K. GDPR**"), the U.K. Data Protection Act 2018 (the "**U.K. DPA**"), (the U.K. GDPR and U.K. DPA, collectively, the "**U.K. Data Protection Laws**"), the California Consumer Protection Act, Cal. Civ. Code§ 1798.100 et seq., and its implementing regulations (the "**CCPA**"), the Federal Data Protection Act of 19 June 1992 (Switzerland) (the "**Swiss FDPA**") and the Personal Information Protection and Electronic Documents Act (S.C. 2000, c. 5) ("**PIPEDA**").

"Data Subject" means an identified or identifiable individual to whom the Personal Data relates.

"Instructions" means the written, documented instructions issued by a Controller to a Processor, directing the purposes for which and manner in which Personal Data will be Processed by the Processor, as more particularly set out in Section 2.1.1 below.

"International Data Transfer Addendum to the EU Commission Standard Contractual Clauses" or *"U.K. Addendum"* means the International Data Transfer Agreement issued by the U.K. Information Commissioner Office and effective as of March 21, 2022.

"International Data Transfer Agreement" or *"IDTA"* means the International Data Transfer Agreement issued by the UK Information Commissioner Office and effective as of March 21, 2022.

"Personal Data" means any information relating to a Data Subject where such information is contained within Customer Content (as defined in the Underlying Agreement) and is also referred to as "Personal Information".

"Personal Data Breach" means a breach of Service Provider's security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to,

Personal Data transmitted, stored or otherwise Processed by Service Provider. For greater certainty, Personal Data Breach will not include unsuccessful attempts or activities that do not compromise the security of Personal Data including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

"Processing" or *"Process"* means any operation or set of operations that is performed on Personal Data or on sets of 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.

"Processor" means a natural or legal person, who Processes Personal Data on behalf of the Controller and in accordance with Controller's Instructions.

"Restricted Transfer" means, in the case of the European Union or Switzerland, a transfer of Personal Data originating in the European Economic Area ("EEA"), or Switzerland, to a jurisdiction (a) outside the EEA or Switzerland, as applicable, and (b) that is not subject to an Adequacy Decision; and, in the case of the U.K., a transfer of Personal Data originating in the U.K. to a jurisdiction outside the U.K. and that is not subject to an Adequacy Regulation.

"Services" has the meaning set out in an Underlying Agreement.

"Software" means Service Provider's software as made available on a software-as-a-service basis, including back-up tools, dashboards, end user application, data analysis software, interfaces to third party systems that are made available to Customer from time to time in accordance with an Underlying Agreement.

"Standard Contractual Clauses" means the EU standard contractual clauses for the transfer of Personal Data to third countries adopted by the European Implementing Decision (EU) 2021/914 of 4 June 2021, published under document number C(2021) 3972 (https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj).

"Sub-Processor(s)" means any third party engaged by Service Provider, by a Service Provider Affiliate, or by another Sub-Processors to Process Personal Data in connection with provision of the Software and Services pursuant to an Underlying Agreement. Sub-Processors may include third parties or Service Provider Affiliates but will exclude any Service Provider employee or consultant.

"Supervisory Authority" means the independent public authority that is responsible for monitoring the application of the relevant Data Protection Law in the applicable jurisdiction.

"Transfer Mechanism" means (a) with respect to the EEA and Switzerland, the Standard Contractual Clauses, and, (b) with respect to the U.K., the IDTA or the Standard Contractual Clauses and the International Transfer Addendum to the SCC, as may be selected by the parties.

"Transfer Risk Assessment" means the evaluation that Rewind has undertaken to be satisfied, based on the nature of the Services it provides and the scope of its Processing activities, that the safeguards it has adopted are sufficient for the Data Subjects of a Restricted Transfer to continue to have an adequate level of protection.

"Underlying Agreement" means the Service Provider subscription agreement under either (i) Rewind's Terms of Service or Terms of Use at https://rewind.io/legal/terms-of-service.html or at https://www.backhub.co/terms-of-use, or (ii) an Enterprise Master Subscription Agreement executed by and between Rewind and Customer or an Enterprise Master

Subscription Agreement executed by and between BackHub UG (haftungsbeschränkt) and Customer.

2 Processing of Personal Data.

2.1 Instructions.

2.1.1. This DPA (including, without limitation, Annex ,1 Description of Processing/Transfer) the Underlying Agreement (including the applicable Order Form(s)) and any other documented instructions provided by Customer in connection with accessing the Software and the Services constitute Customer's documented Instructions with respect to Service Provider's Processing of Personal Data in connection with the Software and Services.

2.1.2. Service Provider will not retain, use, sell or disclose Personal Data of Customer for any purpose other than for the specific purpose of accessing the Software and Services under the Underlying Agreement and the Instructions provided by Customer.

2.2 Compliance with Data Protection Laws.

Each party will comply with applicable Data Protection Laws.

2.3 Details of Data Processing.

a. **Subject Matter.** The subject matter of the Processing under this DPA is the Personal Data identified by Customer in Appendix 1, Annex 1, to this DPA.

b. **Duration.** As between Customer and Service Provider, the duration of the Processing under this DPA is determined by the duration of the Underlying Agreement pursuant to which Service Provider is providing access to the Software and the Services, or as otherwise instructed by the Customer in an applicable Order Form(s).

c. **Purpose.** The purpose of the Processing under this DPA is for access to the Service Provider's Software and Services as described in the Underlying Agreement, or as otherwise set out in an applicable Order Form(s).

d. **Nature of the processing.** The nature of the processing of Personal Data in connection with access to Service Provider's Software and the Services are set out by Customer in Appendix 1, Annex 1, to this DPA.

e. **Categories of Personal Data.** The categories of Personal Data involved in connection with Services are set out by the Customer in Appendix 1, Annex 1 to this DPA.

f. **Categories of Data Subjects.** The categories of Data Subjects involved in connection with Services are set out by the Customer in Appendix 1, Annex 1 to this DPA.

The provisions of this subsection 2.3 and Appendix 1, Annex 1 to this DPA will be deemed to be incorporated into the Standard Contractual Clauses.

3 Service Provider Obligations.

3.1 Service Provider agrees that, in providing access to the Software and the Services, it will:

a. Not Process Personal Data other than on the relevant Customer's Instructions, unless Processing is required by applicable Data Protection Laws, in which case, Service Provider will, to the extent permitted by law, inform Customer of that legal requirement before the relevant Processing of that Personal Data;

b. Not access, use or disclose to any third party any Personal Data, except in each case,

as necessary to provide access to the Software and the Services and in accordance with the confidentiality obligations in the Underlying Agreement;

c. Take reasonable steps to ensure the reliability of any Service Provider personnel and any Sub-Processor who may have access to the Personal Data in the provision of access to the Software and the Services, ensuring that any such individual is subject to a duty of confidentiality (whether contractual or statutory), ensuring, in each case, that access is (i) limited to those individuals who need to know/access the relevant Personal Data, and (ii) only as necessary for the purposes of providing access to the Software and the Services;

d. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of its Processing activities as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, which measures will be at least as protective as those contained in Annex II to this DPA. Notwithstanding any provision to the contrary, Service Provider may modify or update Annex II at its discretion provided that such modification or update does not result in a material degradation in the protection provided;

e. Promptly notify Customer if it receives a request from a Data Subject under any applicable Data Protection Laws in respect of Personal Data, and will not respond to that request except to simply inform the Data Subject that the request has been forwarded to Customer, or as required by the law to which Rewind is subject, in which case Rewind will, to the extent permitted by the applicable law, inform Customer of that legal requirement before responding to the request.

f. Promptly notify Customer of any queries from any Supervisory Authority or any other law enforcement or regulatory authority concerning any Personal Data made available to Rewind for Processing, to the extent permitted by the applicable law;

g. Promptly return or delete (in Service Provider's discretion) and procure the return or deletion by its Sub-Processors, of the Personal Data in Service Provider's and its Sub-Processors' possession or under their respective control within the time periods prescribed in the Underlying Agreement including, without limitation, following the termination or expiration of the Underlying Agreement. Service Provider and its Sub-Processors, however, may retain Personal Data, in whole or in part, to the extent required or permitted by applicable law, and only to the extent and for such period as required or permitted by such applicable law and provided that Service Provider and its Sub-Processors respectively ensure the confidentiality of any Personal Data retained and that such Personal Data is only Processed as necessary for the purpose(s) specified under such applicable law and for no other purpose. Any return or deletion of Personal Data hereunder will not apply to electronic archives or backup electronic files that are not readily available, provided Service Provider and its Sub-Processors will protect such Personal Data from further Processing and will ensure the deletion of such Personal Information, which shall continue to be treated as confidential beyond the expiration or termination of the Term until they have been irretrievably deleted by Service Provider.

h. Maintain a written record of all categories of Processing activities carried out on behalf of Customer and keep the records available for Customer on request.

4   Customer Obligations.

  a. If Customer under this DPA is a Processor, Customer warrants that its instructions with respect to Personal Data including the appointment of Service Provider as a Sub-Processor and Service Provider's sub-processors as Sub-Processors, have been authorized by the relevant Controller.

  b. Customer is solely responsible for (i) the accuracy, quality, and legality of its Customer Content, sometimes referred to in the Underlying Agreement as Content (collectively referred to herein as "Customer Content"), and the means by which it acquires Personal Data; (ii) complying with all necessary transparency and lawfulness requirement under applicable Data Protection Laws for the collection and use of Personal Data including obtaining all necessary consents, permissions and authorizations; (iii) ensuring it has the right to transfer, or provide access to, Personal Data to Service Provider, its Affiliates and its Sub-Processors for Processing in accordance with the terms of the Underlying Agreement and this DPA; and (iv) ensuring its Instructions to Rewind regarding the Processing of Personal Data complies with applicable laws including with Data Protection Laws.

  c. Customer warrants that, whether acting as a Controller or as a Processor, it has obtained any and all necessary consents, permissions and licences required to grant the licenses in the Customer Content in accordance with the Underlying Agreement for the purpose of providing access to the Software and the Services.

  d. Customer is responsible for the fulfilment of its obligations to respond to requests for exercising the Data Subjects' rights as well as for the necessary notifications including in the case of any Personal Data Breach, to any Supervisory Authority or other competent data privacy authorities and/or Data Subjects.

  e. Customer is responsible for the security of its computer environment, programs, files and data stored on it and for backing up such data as it considers appropriate.

5   Personal Data Breach

5.1   Service Provider will notify Customer without undue delay after becoming aware of a Personal Data Breach affecting Personal Data of Customer, and will provide timely available information relating to the Personal Data Breach as it becomes known to assist Customer to meet any obligations to report or inform Data Subjects of the Personal Data Breach under Data Protection Laws. At Customer's request, Service Provider will promptly provide the Customer with such additional reasonable assistance as necessary to enable Customer to report or inform affected Data Subjects and/or the Supervisory Authority of a Personal Data Breach under Data Protection Laws.

5.2   Service Provider will cooperate with Customer and take such reasonable commercial steps to assist in the investigation of a Personal Data Breach and will take reasonable commercial steps to mitigate the effects of a Personal Data Breach to prevent another such breach from reoccurring.

5.3   Service Provider's obligation to report or respond to a Personal Data Breach hereunder is not and will not be construed as an acknowledgment by Rewind of any fault or liability of Rewind with respect to any such Personal Data Breach.

6   Data Protection Impact Assessment and Consultation with Supervisory Authorities

6.1   To the extent that the required information is reasonably available to Service Provider

and Customer does not otherwise have access to the required information, Service Provider will provide reasonable assistance to Customer, at Customer's expense, with any data impact assessments that Customer may be required to conduct, and prior consultations with any Supervisory Authority or other competent data privacy authorities, in each case, solely in relation to Processing of Personal Data and taking into account the nature of the Processing and information available to Service Provider and it Sub-Processors, as applicable.

7 Right to Audit

7.1 Subject to the confidentiality obligations in the Underlying Agreement, Service Provider will make available to Customer information necessary to demonstrate its compliance with its obligations set out in this DPA and Data Protection Laws.

7.2 Subject to the confidentiality obligations in the Underlying Agreement, Customer and/or a third-party auditor appointed by Customer (subject to their execution of a confidentiality agreement acceptable to Rewind), will be entitled to audit and inspect Service Provider's level of protection of Personal Data and Service Provider's compliance with the provisions of this DPA and Data Protection Laws. Service Provider shall, at Customer's cost, co-operate with Customer's auditors performing the audit to ensure that the auditors are able to form a correct view of Service Provider's compliance as set out herein.

7.3 Customer will give Service Provider or the relevant Sub-Processor reasonable written notice of any audit or inspection to be conducted under Section 7.2. Such audit will be conducted only by an authorized Customer representatives and within normal business hours. For clarity, Customer acknowledges and agrees that, to the extent Service Provider's Affiliates are subject to the same technical and organizational measures implemented by Service Provider for the protection of Personal Data, an audit or inspection by Customer on Service Provider's technical and organization measures will be deemed to be an audit or inspection on Service Provider's Affiliates without a separate audit or inspection required for the purposes of Section 7.

8 Sub-Processors

8.1 Customer acknowledges and agrees that Service Provider may engage Sub-Processors to Process Personal Data on Customer's behalf. Service Provider has currently appointed, as Sub-Processors, the third parties listed in Annex III to this DPA. Customer acknowledges and agrees that (a) Service Provider's Affiliates may be retained as Sub-Processors by Service Provider; and (b) Service Provider and Service Provider's Affiliates respectively may engage third-party Sub-Processors in connection with providing access to the Software and Services. As a condition to permitting a third-party Sub-Processor to process Personal Data, Service Provider or Service Provider's Affiliates will enter into a written agreement with each Sub-Processor containing in substance data protection obligations that provide at least the same level of protection for Personal Data as those in this DPA, to the extent applicable to the nature of the services provided by such Sub-Processor.

8.2 The current list of Sub-Processors engaged in Processing Personal Data in connection with access to the Software and Services, including a description of their processing activities and countries of location, is accessible via https://rewind.com/legal/sub-processors ("Sub-Processors List"). Customer hereby consents to these Sub-Processors, their locations and Processing activities as it pertains to Personal Data of Customer.

Service Provider will provide Customer with prior notification of new Sub-Processor(s) via email or in-app notification if it adds or replaces any Sub-Processors listed in the Sub-Processors List.

8.3 Customer may, acting in good faith, reasonably object to Service Provider's use of a new Sub-Processor (e.g., if making Personal Data available to the Sub-Processor may violate Data Protection Laws or weaken the protections for such Personal Data) by notifying Service Provider promptly in writing within thirty (30) days after receipt of Service Provider's notice in accordance with the mechanism set out in Section 8.2 above. Such notice will include the basis of Customer's reasonable objections. If Customer objects to a new Sub-Processor, as permitted herein, Customer may terminate the applicable Order Form(s) with respect to access to the Software and associated Services which cannot be provided by Service Provider without the use of the objected-to new Sub-Processor, by providing written notice to Service Provider. In the event of such a termination, Service Provider will promptly, if applicable, refund Customer any prepaid but unused Subscription Fees for such terminated Services for the remainder of the applicable Term after the effective date of termination, without liability to either party (but, without prejudice, to any Subscription Fees incurred by Customer prior to termination hereunder). If Customer does not object within thirty (30) days after receipt of the notice, Customer is deemed to have accepted the new Sub-Processor.

8.4 Service Provider will provide copies of the data protection agreements by and between Service Provider and/or its Affiliates and their Sub-Processors (which may be redacted to remove confidential commercial information not relevant to the requirements of this DPA) as Customer may request from time to time.

8.5 Subject to Section 10.2, Limitations of Liability, below, Service Provider will be liable for the acts and omissions of its Sub-Processors to the same extent Service Provider would be liable if performing the services of each Sub-Processor directly under the terms of this DPA, except as otherwise provided in the Underlying Agreement.

9 Restricted Transfers

9.1 Transfer Mechanism.

9.1.1 With respect to Restricted Transfers, the parties agree to the following as adequate Transfer Mechanisms, to the extent such transfers are subject to such Data Protection Laws:

  a. With respect to transfers of Personal Data originating in the EEA and/or their member states, the Standard Contractual Clauses;

  b. With respect to transfers of Personal Data originating in Switzerland, the Standard Contractual Clauses; and

  c. With respect to transfers of Personal Data originating in the U.K., the IDTA or Standard Contractual Clauses and the International Transfer Addendum to the Standard Contractual Clauses, as applicable.

By accepting this DPA, the applicable Transfer Mechanism is deemed to have been accepted by Customer in its capacity as Controller or Processor and by Service Provider in its capacity as Processor and on behalf of its Affiliates in their capacity as Processors or Sub-Processors, subject to the provisions below. The selected Transfer Mechanism will apply only with respect to Personal Data that is transferred outside the EEA and Switzerland or outside the U.K., as applicable, either directly or via onward transfer to any country not subject to an

Adequacy Decision or an Adequacy Regulation, as applicable.

9.1.2 For all Restricted Transfers involving Sub-Processors, Service Provider will ensure that an adequate Transfer Mechanism is in place before the Sub-Processor Processes any Personal Data.

9.1.3 Customer acknowledges that Rewind, as a federally incorporated Canadian corporation, is subject to the Personal Information Protection and Electronic Documents Act, S.C. 2000, as amended, which has been recognized pursuant to an Adequacy Decision dated 20 December 2001 (notified under document number C(2001) 4539 of the European Commission as offering an adequate level of protection to Personal Data.

9.2 **Application of the Standard Contractual Clauses**. Service Provider enters into the Standard Contractual Clauses as a data importer and Customer as a data exporter. If Customer is a Controller, the Standard Contractual Clauses will be deemed executed using the Module Controller to Processor (Module Two) and, if Customer is a Processor, the Standard Contractual Clauses will be deemed executed using the Module Processor to Processor (Module Three), with the following selections in both instances, as permitted by the Standard Contractual Clauses:

a. Except as provided in Section 9.1.1. above, the **optional Clause 7 (Docking Clause)** of the Standard Contractual Clauses does not apply.

b. In **Clause 9 (Use of Sub-Processors)** Option 2, General Written Authorization applies. In accordance with Section 8.3 above, Customer will have thirty (30) days from receipt of notice by Rewind of any intended changes concerning the addition or replacement of Sub-Processors in the list of Sub-Processors included in Annex III, List of Sub-Processors, to this DPA to object to a new Sub-Processor.

c. In **Clause 11 (Redress)** the Optional language in section (a) does not apply,

d. In **Clause 13 (Supervision)** the supervisory authority that shall act as competent supervisory authority is either:

  i. Where the data exporter is established in an EU Member State: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

  ii. Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679: The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as competent supervisory authority.

  iii. Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679:] The supervisory authority of one of the 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.

e. In **Clause 17 (Governing Law)** Option 1 is selected and German law is selected as follows:

"These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of Germany (without reference to conflicts of law principles)".

f. In **Clause 18 (Choice of Forum and Jurisdiction)** the courts of Germany are selected for subsection (b).

9.3 Application of the U.K. Transfer Mechanisms.

9.3.1 With respect to international data transfers of Personal Data originating in the U.K., the parties to the Underlying Agreement hereby enter into the U.K. Addendum, which applies solely with respect to Personal Data that is transferred outside the U.K., either directly or via onward transfer, to any country not subject to an Adequacy Regulation. The U.K. Addendum is deemed to be completed as follows:

PART 1 TABLES
Table 1: Parties:

- The parties to the U.K. Addendum are the same parties to the Underlying Agreement.

- The parties' details are those provided set out in ANNEX I, Description of Processing/Transfer annexed hereto as such may be updated from time to time on notice by a party to the other party, or, in the case of Customer, as set out in Customer's account.

- The parties' respective official registration numbers, if any, or similar identifier are provided in the Underlying Agreement, an Order Form(s), and/or as set out in Customer's account.

- The parties' Key Contract for privacy-related matters are those provided set out in ANNEX I, Description of Processing/Transfer annexed hereto as such may be updated from time to time on notice by a party to the other party, or, in the case of Customer, as set out in Customer's account.

Table 2: Selected Standard Contractual Clauses and Selected Clauses:

- If Customer is a Controller, the parties select the Standard Contractual Clauses Module Two, including the selections made in Section 9.2 above. If Customer is a Processor, the parties select the Standard Contractual Clauses Module Three including the selections made in Section 9.2 above.

Table 3: Appendix Information:

- **Annex 1A (list of Parties):** the parties to the U.K. Addendum are the same parties to the applicable Underlying Agreement and, by incorporation by reference, to this DPA.

- **Annex 1B (Description of the Transfer)** is deemed to be completed with the same information provided in ANNEX I: Description of Processing/Transfer annexed hereto.

- **Annex II (Technical and organizational measures including technical and organizational measures to ensure the security of the data)** is deemed to be completed with the same information provided in ANNEX II: Data Security annexed

hereto.

- **Annex III (List of Sub-Processors)** is deemed to be completed with the same information provided by Annex III: List of Sub-Processors annexed hereto.

Table 4: Ending the U.K. Addendum upon amendment of template by the ICO: Either the importer or the exporter may terminate the U.K. Addendum in accordance with the termination provisions in the Underlying Agreement or this DPA.

Part 2 applies in its entirety, except for section 16 of the U.K. Addendum.

10 General Provisions.

10.1 Governing Law and Jurisdiction.

Without prejudice to the governing law and jurisdiction applicable to the Standard Contractual Clauses or the Standard Contractual Clauses (U.K.), this DPA and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Underlying Agreement. The jurisdiction for any disputes or claims howsoever arising under this DPA, including disputes regarding its existence, validity or termination or the consequences of its nullity, will be the jurisdiction agreed upon in the Underlying Agreement.

10.2 Limitations of Liability.

Each party's and their respective Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, for any reason, and upon any cause of action, whether in contract, tort (including negligence) or any other legal theory, will at all times be subject to the "Limitation of Liability" clauses, and such other clauses that exclude or limit liability, of the Underlying Agreement, and any reference in such clauses to the liability of a party means the aggregate liability of that party and all of its Affiliates.

10.3 Amendments.

10.3.1 Notwithstanding anything else to the contrary in this DPA or in the Underlying Agreement, Service Provider reserves the right to modify or revise any part or all of this DPA at any time by posting a revised version at https://rewind.com/legal/dpa. The revised version will become effective and binding thirty (30) days after it is posted. Service Provider will provide Customer notice of any such modification or revision by email or in-app notification.

10.3.2 Except where a modification or revision is required as a result of any change in applicable Data Protection Laws or a decision of a competent authority under such Data Protection Laws or as otherwise required by law (**"Required by Law"**), if Customer does not agree with a modification or revision to this DPA, Customer must notify Rewind in writing within fifteen (15) days after Service Provider provides notice of the modification or revision. If Customer gives Service Provider notice hereunder, Customer's subscription will continue to be governed by the terms and conditions of the DPA prior to modification or revision until the earlier of the next renewal date of the Underlying Agreement or an applicable Order Form(s), after which the modified or revised DPA terms posted at https://rewind.com/legal/dpa will apply. However, if Service Provider can no longer reasonably provide the subscription to Customer under the DPA terms prior to modification or revision (for example, if the modification or revision is Required by Law or result from general product changes), then the DPA, the Underlying Agreement and/or affected

subscription may be terminated by notice by either party to the other party in accordance with the Termination for Convenience provision in the Underlying Agreement and, except where such modification or revision is Required by Law, Rewind will promptly, if applicable, refund the Customer any prepaid but unused Subscription Fees for such terminated Services covering the remainder of the applicable Term after the effective date of termination, without liability to either party (but, without prejudice, to any Subscription Fees incurred by Customer prior to termination hereunder).

10.4 Interpretation.

This DPA shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting any instrument or any provision or causing any instrument or provision to be drafted.

ANNEXES

This Annex forms part of the Data Processing Addendum (the "DPA").

A. LIST OF PARTIES

Data exporter(s):

Name: Customer, as defined in the Rewind subscription agreement pursuant to either (i) Service Provider's Terms of Service or Terms of Use at https://rewind.io/legal/terms-of-service.html or https://www.backhub.co/terms-of-use, or (ii) an Enterprise Master Subscription Agreement executed by and between Rewind Software Inc. and Customer or an Enterprise Master Subscription Agreement executed by and between BackHub UG (haftungsbeschränkt) and Customer (the "Underlying Agreement"), in which Rewind is either "Rewind", "BackHub" or "Service Provider" and the Rewind customer is ("Customer").

Address: Customer's address as set out in either the Underlying Agreement, an Order Form(s) and/or as set out in Customer's account.

Contact person's name position, and contact details: Customer's contact details, as set out in the Order Form and/or as set out in Customer's Account.

Activities relevant to the data transferred under these Clauses: Processing of Personal Data in connection with Customer's use of Service Provider's Software and associated Services under the Agreement.

Role (controller/processor): Controller/Processor

Signature and date:

Name:

Title:

Date:

Data importer:

Rewind Software Inc.
333 Preston Street, Suite 200
Ottawa, Ontario K1S 5N4
Canada

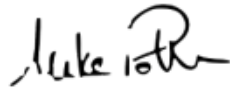**Contact person's name, position and contact details:**
Margaret Corcoran
Data Protection and Privacy Specialist
Privacy@rewind.io

Activities relevant to the data transferred under these Clauses: Processing of Personal Data in connection with Customer's use of Service Provider's Software and associated Services under the Underlying Agreement.

Role (Controller/Processor): Processor

Signature:

[signature]

Name: Mike Potter

Title: CEO

The data importer has designated an EU Representative for the European Union (EU) and the European Economic Area (EEA). Supervisory authorities and data subjects can contact the EU Representative here:

PSW GROUP GmbH & Co. KG
Flemingstr. 20-22
36041 Fulda
Germany

The data importer has designated an external Data Protection Officer (DPO) for the above-mentioned jurisdictions. Supervisory authorities and data subjects can contact the DPO here:

Maik Müller, CIPP/E
Certified Information Privacy Professional / Europe (IAPP)

PSW GROUP GmbH & Co. KG
Flemingstr. 20-22
36041 Fulda
Germany
Via email: Privacy@rewind.io

B. DESCRIPTION OF TRANSFER

1. *Categories of data subjects whose personal data is transferred*

Customer may submit Personal Data in the course of using Service Provider's Software and associated Services, the extent of which is determined and controlled by Customer in its sole discretion, which may include, but is not limited to Personal Data relating to the following categories of Data Subject:
Customer's end users including Customer's customers, employees and contractors.

2. *Categories of personal data transferred*

Customer may submit or authorize other third parties to submit Personal Data to Service Provider's Software, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to, the following categories of Personal Data:

   a. Customer's customers' first name, last name, phone number, email address, shipping and billing address, customer order information, purchase history, products purchased, store credit, tags, and notes.

   b. Customer's employees' first name, last name, employment details such as job title, telephone number, business address and email address.

     c.   Any other Personal Data submitted by, sent to, or received by Customer, its end users and/or its Cloud Service Provider, via Service Provider's Software.

3. *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.*

The parties do not anticipate the transfer of sensitive data.

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

Continuous depending upon the use of the Software and associated Services by Customer.

5. *Nature of the processing*

Personal Data will be Processed in accordance with the Underlying Agreement (including this DPA) and may be subject to the following Processing activities:

- The creation of copies of Customer Content for storage and back-up purposes;

- Enabling Customer to restore such copies of such Customer Content at the Customer's discretion;

- As necessary to provide access to Service Provider's Software and associated Services as set out in the Underlying Agreement and an applicable Order Form(s) and otherwise in accordance with Instructions from the Customer; and

- The disclosure in accordance with the Underlying Agreement (including this DPA) and/or as compelled by applicable laws.

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

Rewind will Process Personal Data as necessary to provide access to Service Provider's Software and associated Services pursuant to the Underlying Agreement, as further specified in an applicable Order Form(s), and as further instructed by Customer in its use of the Software and associated Services.

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

Rewind will Process Personal Data in accordance with the duration specified in the Underlying Agreement, unless otherwise agreed in writing.

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

As per B.6. above, the Sub-Processors will Process Personal Data as necessary to provide access to Service Provider's Software and associated Services pursuant to the Agreement, the Order Form(s), and as further instructed by Customer. Subject to Section 8 of the DPA, the Sub-Processors will Process Personal Data for the duration of the Agreement, unless otherwise agreed in writing.

Identities of the Sub-Processors used for providing access to Service Provider's Software and to provide the associated Services and their country of location are listed under the Sub-Processors Lists accessible via https://rewind.com/legal/sub-processors.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent Supervisory Authority/ies in accordance with Clause 13 of the Standard Contractual Clauses:

Where the data exporter is established in an EU Member State: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679: The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as competent supervisory authority.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679: The supervisory authority of one of the 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.

In relation to Personal Data that is subject to the U.K. GDPR or Swiss FDPA, the competent Supervisory Authority is the U.K. Information Commissioner or the Swiss Federal Data Protection and Information Commissioner, as applicable.

Rewind Supervisory Authority: Hessian Commissioner for Data Protection and Freedom of Information

Website: https://datenschutz.hessen.de/

ANNEX II: Data Security

This Annex forms part of the Data Processing Addendum (the "DPA").

Rewind currently observes the Data Security Standards described in this ANNEX II. All capitalized terms not otherwise defined herein shall have the meanings as set out in the DPA, unless otherwise defined in the Underlying Agreement.

1. Information Security Program

Rewind maintains an information security program with the implementation and enforcement of internal policies and procedures. Policies and procedures are designed with the purpose to minimise risk to the security of customer data against accidental or unlawful loss, access, or disclosure, and to identify external and internal security risks via periodic risk assessments. Rewind has a designated team responsible for coordination and monitoring the compliance of the information security program.

The information security program includes the following measures:

10.1 Access Controls

- Two-factor authentication (2FA) is enforced for all systems that support 2FA where technically possible

- Rewind internal systems are only accessible over 2FA enforced VPN

- Rewind applies the principle of least privilege and roles-based access controls, meaning that employee access is only granted to systems based on role and at the minimum level required to perform duties

- User access reviews to critical systems are performed on a regular basis

10.2 Infrastructure Security

Service Provider's services are hosted on Amazon Web Services (AWS). AWS provides many layers of security as is known for being the most secure infrastructure provider on the planet. For full details of the AWS data center security controls, please refer to: AWS Data Center Controls

- Rewind regularly performs security and risk assessments on AWS's security and privacy controls, and reviews AWS's security and compliance documentation to ensure AWS security controls are in line with industry standard best practices to protect Rewind customer data

10.3 Network Security

- Data in transit is secured using TLS 1.2, SHA-256 with RSA Encryption.

- Data at rest is secured utilizing industry standard encryption: AES-256

- Firewalls are installed within production environments where customer data is captured, processed, or stored

- Intrusion Detection Systems are configured, and alarms are monitored

- Incident response processes are in place to ensure corrective action and to respond to potential security threats

- Encryption keys are either owned and managed by Rewind or Amazon Web Services

10.4 Security Testing

- Penetration tests are performed on a regular basis by an independent external third party

- Application vulnerability scans are performed on a schedule and automatically when new threat definitions are updated

- A Vulnerability Disclosure Program is in place for external security researchers and all submissions are examined and remediated where required

10.5 Continuous Evaluation

Service Provider will conduct periodic reviews of the security of its information security program as measured against industry security standards and its policies and procedures. Rewind will continually evaluate the security of its applications and associated Services to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.

10.6 Personnel Training

Service Provider will ensure its personnel engaged in the Processing of Personal Data ((i) will Process such data only on instructions or as described in the Data Processing Agreement, and (ii) will be obligated to maintain the confidentiality and security of such data even after Service Provider's engagement ends. Service Provider will provide periodic and mandatory data privacy and security training and awareness to its personnel with access to Personal Data in accordance with applicable Data Protection Law or other applicable law and industry standards.

THESE DATA SECURITY STANDARDS MAY BE MODIFIED BY REWIND BY NOTIFICATION PROVIDED THAT ANY SUCH MODIFICATION DOES NOT RESULT IN A MATERIAL DEGRADATION IN THE PROTECTION PROVIDED HEREIN.

ANNEX III: List of Sub-Processors

This Annex forms part of the Data Processing Addendum (the "DPA").

Identities of the Sub-Processors used for providing access to Service Provider's Software and to provide the associated Services and their country of location are listed under the Sub-Processors Lists accessible via https://rewind.com/legal/sub-processors.

If you would like to receive an email when we make updates to this Annex III, please subscribe to updates at security.rewind.com.