

Rewind Data Processing Addendum.  
Last Modified August 29, 2024

**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 Annexes, as applicable, (collectively, the “**DPA**”) reflects the parties’ agreement with respect to the Processing of Personal Data by Rewind Software Inc. (“**Rewind** ”), as applicable, on behalf of Customer (defined below) in connection with Customer’s access to Rewind’s Software (defined below) and associated Services (defined below).

This DPA, as applicable, 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. Customers may subscribe to notifications through the Rewind Trust Portal at <https://security.rewind.com>.

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 Rewind exercises the role of Processor or Sub-Processor, as applicable.

The term of this DPA will follow the term of the Underlying Agreement.

## **1 Definitions.**

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

“**Adequate Country**” means a destination country that is included in the list of states whose legislation has been assessed by the Swiss Federal Council as ensuring an adequate level of protection of Personal Data under the Swiss Federal Act on Data Protection of 25 September 2020 (Status as of 1 September, 2023) and its implementing regulations and is published in the annex to the Ordinance to the Federal Act on Data Protection (Annex 1 DPO) by the Swiss Federal Data Protection and Information Commissioner.

**“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 Federal Act on Data Protection and its implementing regulations.

**“Adequacy Regulation”** means a decision by the United Kingdom (the “UK”) determining whether the laws of a country, sector or international organization outside the UK 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 Rewind.

**“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 Australian Privacy Act 1988, European Data Protection Laws, the New Zealand Privacy Act 2020, U.S. Data Protection Laws, and the Personal Information Protection and Electronic Documents Act (S.C. 2000, c. 5) (“PIPEDA”); in each case, as may be amended, superseded or replaced.

**“Data Privacy Framework”** means the EU-U.S. Data Privacy Framework, the Swiss-U.S. Data Privacy Framework and the UK Extension to the EU-U.S. Data Privacy Framework self-certification programs (as applicable) operated by the U.S. Department of Commerce; as may be amended, superseded or replaced.

**“Data Privacy Framework Principles”** means the Principles and Supplemental Principles contained in the relevant Data Privacy Framework; as may be amended, superseded or replaced.

**“Data Subject”** means an identified or identifiable individual to whom the Personal Data relates.

**“European Data Protection Laws”** means the laws, rules and regulations applicable in Europe including the General Data Protection Regulation 2016/679 (the “EU GDPR”), the UK Data Protection Act 2018 c. 12 (the “UK DPA 2018” and the UK GDPR, as defined in Section 3 of the UK DPA 2018 (the “UK GDPR”), and the Swiss Federal Act on Data Protection of 25 September 2020 (Status as of 1 September, 2023) and its implementing regulations (“Swiss FADP”); in each case, as may be amended, superseded or replaced.

**“European Economic Area”** or **“EEA”** means the Member States of the European Union together with Iceland, Norway, and Liechtenstein.

**“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 **“UK Addendum”** means the International Data Transfer Agreement issued by the UK Information Commissioner Office in accordance with section 119A(1) of the UK Data Protection Act 2018 on 28 January 2022, in effect 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 Rewind’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 Rewind. 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 (defined above), or Switzerland, to a jurisdiction (a) outside the European Economic Area or Switzerland, as applicable, and (b) that is not subject to an Adequacy Decision; and, in the case of the UK, a transfer of Personal Data originating in the UK to a jurisdiction outside the UK and that is not subject to an Adequacy Regulation.

**“Services”** has the meaning set out in an Underlying Agreement.

**“Software”** means Rewind’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](https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj)).

**“Sub-Processor(s)”** means any third party engaged by Rewind, by a Rewind 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 Rewind Affiliates but will exclude any Rewind 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 UK, the UK Addendum to the EU 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 Rewind 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.

**“UK Addendum to the EU SCC”** means the International Data Transfer Addendum (template addendum B1.0 to the EU Model Clauses) issued by the UK Information Commissioner (“ICO”) and laid before the UK Parliament in accordance with section 119A(1) of the UK Data Protection Act 2018 on 28 January 2022, in effect as of March 21, 2022.

**“U.S. Data Protection Laws”** means state laws relating to the protection and processing of personal data in effect in the United States of America, which may include, without limitation, the California Consumer Privacy Act, as amended by the California Privacy Rights Act “CCPA”).

## **2 Processing of Personal Data.**

### **2.1 Compliance with Data Protection Laws.**

2.1.1. Each party will comply with Data Protection Laws to which it is subject.

2.1.2. Rewind will immediately inform Customer if, in its opinion, any Customer documented Instructions infringes European Data Protection Laws, where applicable.

### **2.2 Instructions.**

2.2.1. 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, and as otherwise necessary to provide the Services (e.g., via a support ticket), constitute Customer’s documented Instructions with respect to Rewind’s Processing of Personal Data in connection with the Software and Services. Customer may provide additional written Instructions during the applicable Subscription term that are consistent with this DPA, applicable Data Protection Laws, and the nature and lawful use of the Services.

2.2.2. Rewind 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.

### **2.3 Details of Data Processing.**

a. **Subject Matter.** The subject matter of the Processing under this DPA is the Personal

Data identified by Customer in Annex 1 to this DPA.

- b. Duration.** As between Customer and Rewind, the duration of the Processing under this DPA is determined by the duration of the Underlying Agreement pursuant to which Rewind 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 Rewind's Software and Services as described in the Underlying Agreement, as otherwise set out in an applicable Order Form(s), or as set out in an executed amendment to the Underlying Agreement.
- d. Nature of the processing.** The nature of the processing of Personal Data in connection with access to Rewind'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 Rewind Obligations.**

**3.1** Rewind 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, Rewind 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 Rewind 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, Rewind 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. Taking into account the nature of the Processing and to the extent possible, provide reasonable assistance to Customer by appropriate technical and organizational measures to respond to their Data Subject requests under applicable Data Protection Laws.
- f. 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.
- g. 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;
- h. Subject to 3.1 h., after the end of the provision of Services relating to the Processing, Rewind will delete or return as set out in Rewind's Underlying Agreement, and procure the deletion or return by its Sub-Processors, of Personal Data in their possession and delete existing copies in their possession or under their control.
- i. Rewind and any of its Sub-Processors may retain Personal Data to the extent required and permitted by applicable laws and only to the extent and for such period as required and permitted by applicable laws, and always provided that Rewind and its Sub-Processors ensure the confidentiality of all such Personal Data and that such Personal Data is only Processed as necessary for the purpose(s) specified in the applicable laws requiring its storage and for no other purpose.

#### **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 Rewind as a Sub-Processor and Rewind'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 Rewind, 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 Rewind 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, Rewind 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 Rewind 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 Rewind'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 Rewind and Customer does not otherwise have access to the required information, Rewind will provide reasonable assistance to Customer, and Customer will reimburse Rewind for its reasonable costs arising from this assistance, 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 Rewind and its Sub-Processors, as applicable.

## **7 Right to Audit**

- 7.1 Subject to the confidentiality obligations in the Underlying Agreement, Rewind 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 Rewind's level of protection of Personal Data and Rewind's compliance with the provisions of this DPA and Data Protection Laws. Rewind shall, at Customer's costs, cooperate with Customer's auditors performing the audit to ensure that the auditors are able to form a correct view of Rewind's compliance as set out herein.
- 7.3 Customer will give Rewind 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 authorized Customer representatives and within normal business hours. For clarity, Customer acknowledges and agrees that, to the extent Rewind's Affiliates are subject to the same technical and organizational measures implemented by Rewind for

the protection of Personal Data, an audit or inspection by Customer on Rewind's technical and organization measures will be deemed to be an audit or inspection on Rewind'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 Rewind may engage Sub-Processors to Process Personal Data on Customer's behalf. 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**") as set out in Annex III. Customer hereby consents to these Sub-Processors, their locations and Processing activities as it pertains to Personal Data of Customer. Customer acknowledges and agrees that (a) Rewind's Affiliates may be retained as Sub-Processor(s) by Rewind; and (b) Rewind and Rewind's Affiliates respective may engage third-parties Sub-Processor(s) in connection to providing access to the Software and Services. Rewind will provide Customer with prior notification of new Sub-Processor(s) via automated notifications to subscribed Customers if it adds or replaces any Sub-Processors listed in the Sub-Processors List. As a condition to permitting a third-party Sub-Processor to process Personal Data, Rewind or Rewind'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** Customer may, acting in good faith, reasonably object to Rewind'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 Rewind promptly in writing within thirty (30) days after receipt of Rewind'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 Rewind without the use of the objected-to new Sub-Processor, by providing written notice to Rewind. In the event of such a termination, Rewind 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.
- 8.3** Rewind will provide copies of the data protection agreements by and between Rewind 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.
- 8.4** Subject to Section 10.2, Limitations of Liability, below, Rewind will be liable for the acts and omissions of its Sub-Processors to the same extent Rewind 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 EU or EEA and/or their Member States, the Standard Contractual Clauses (subject to the modifications in accordance with the EU GDPR, as described in section 9.2 below);
- b.** With respect to transfers of Personal Data originating in Switzerland, the Standard Contractual Clauses (subject to the modifications in accordance with the Swiss FADP, as described in section 9.3 below);
- c.** With respect to transfers of Personal Data originating in the UK, the Standard Contractual Clauses and the UK Addendum to the EU SCC, as applicable, (subject to the required modifications in accordance with the UK GDPR, as described in section 9.4 below); or
- d.** With respect to transfers of Personal Data originating in a jurisdiction subject to European Data Protection Laws, a suitable framework or other legally adequate transfer mechanism recognized by the applicable authorities or courts as providing an adequate level of protection for Personal Data including the Data Privacy Framework or binding corporate rules authorization.

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 Rewind in its capacity as Processor and on behalf of its Affiliates in their capacity as Processors or Sub-Processors, subject to the provisions below.

**9.1.2** The selected Transfer Mechanism will apply only with respect to Personal Data that is transferred outside the EU/EEA and Switzerland or outside the UK, as applicable, either directly or via onward transfer to any country not subject to an Adequacy Decision, an Adequacy Regulation, and/or assessment as an Adequate Country, as applicable.

**9.1.3** Customer acknowledges that Rewind, a federally incorporated private sector 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 and renewed by the Report from the Commission to the European Parliament and the Council on the first review of the functioning of the adequacy decisions adopted pursuant to Article 25(6) of Directive 95/46/EC dated 15 January 2024, the Adequacy Regulation by the United Kingdom that covers data subject to PIPEDA, and has been assessed as ensuring an adequate level of protection of Personal Data under the FADP as set out in the annex to the Ordinance to the FDPA (Annex 1 DPO) by the Swiss Federal Data Protection and Information Commissioner.

**9.1.4** For all Restricted Transfers involving Sub-Processors, Rewind will ensure that an adequate Transfer Mechanism is in place before the Sub-Processor Processes any

Personal Data.

## 9.2 Selection of the Standard Contractual Clauses and Selected Clauses

9.2.1 When Rewind enters into the Standard Contractual Clauses it does so 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, except in the circumstances provided in section 9.1.2 above.
- b. In **Clause 9 (Use of Sub-Processors)** Option 2, General Written Authorization applies and the time period for prior notice of Sub-Processor changes will be in accordance with Section 8.3 above.
- 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 the EU SCCs will be governed by Irish Law.
- f. In **Clause 18 (Choice of Forum and Jurisdiction)** the courts of Ireland are selected for subsection (b).

## 9.2.2 Annexes

- i. **Annex I** to the EU SCC is attached hereto and is completed with information relating to the List of Parties, the Description of the Transfer and the Competent Supervisory Authority.
- ii. **Annex II** to the EU SCC is attached hereto and contemplates Rewind's Technical and Organizational Measures, including technical and organizational measures to ensure the security of the data, as required by the EU SCC.
- iii. **Annex III** to the EU SCC is attached hereto and includes the agreed upon list of Sub-Processors authorized in accordance with the general written authorization contemplated in Clause 9 of the EU SCC.

## 9.3 Swiss Restricted Transfers.

With respect to international data transfers of Personal Data originating in Switzerland, the parties agree that the Standard Contractual Clauses will apply in accordance with section 9.2 above, with the following modifications:

- a. References to the General Data Protection Regulation 2016/679 will be interpreted to be references to the Swiss DPA.
- b. References to the "European Union", "EU", "Union" and "Member State law" will be interpreted to be references to Switzerland and to Swiss law.
- c. References to the "competent supervisory authority" will be interpreted to be references to the Swiss Federal Data Protection and Information Commissioner.
- d. References to "competent courts" will be interpreted to be a reference to the relevant courts in Switzerland.

## 9.4 Application of the UK

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

### PART 1 TABLES

#### Table 1: Parties:

- The parties to the UK Addendum are the same parties to the Underlying Agreement and to this DPA.
- 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 Contact 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, Modules and Selected Clauses:**

If Customer is a Controller, the parties select the Standard Contractual Clauses Module Controller to Processor (Module Two), including the selections made in Section 9.2 above. If Customer is a Processor, the parties select the Standard Contractual Clauses Module Processor to Processor (Module Three) including the selections made in Section 9.2 above, except that:

- a. References to the General Data Protection Regulation 2016/679 will be interpreted to be references to the UK GDPR.
- b. References to the "European Union", "EU", "Union" and "Member State law" will be interpreted to be references to the United Kingdom ("UK") and to UK laws.
- c. References to the "competent supervisory authority" will be interpreted to be references to the UK Information Commissioner Office.
- d. References to "competent courts" will be interpreted to be a reference to the relevant courts in England and Wales.

**Table 3: Appendix Information:**

- **Annex 1A (list of Parties):** the parties to the UK 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 UK Addendum upon amendment of template by the ICO: Either the importer or the exporter may terminate the UK 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 UK Addendum.

## **10 General Provisions.**

### **10.1 Governing Law and Jurisdiction.**

Without prejudice to Clause 18 of the Standard Contractual Clauses and section 12 (c) of the UK Addendum to the EU SCC, 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, Rewind 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. Rewind 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 Rewind provides notice of the modification or revision. If Customer gives Rewind 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 Rewind 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

## ANNEX I: Description of Processing/Transfer

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 Rewind’s Software and associated Services under the Agreement.

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

**Signature and date:**

#### Data importer:

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

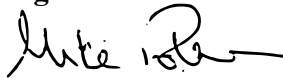
#### Contact person’s name, position and contact details:

Margaret Corcoran  
Data Protection and Privacy Specialist  
[Privacy@rewind.io](mailto:Privacy@rewind.io)

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

**Role (Controller/Processor):** Processor

**Signature and date:**



August 29, 2024

**Name:** Mike Potter

**Title:** CEO

## **B. DESCRIPTION OF TRANSFER**

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

Customer may submit Personal Data in the course of using Rewind'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 Rewind'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 Rewind, via Rewind'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 Rewind'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 the Services pursuant to the Instructions in this DPA.



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 the Services pursuant to the Instructions in this DPA. Subject to Section 8 of the DPA, the Sub-Processors will Process Personal Data for the duration of the Underlying Agreement, unless otherwise agreed in writing.

Identities of the Sub-Processors used for providing access to Rewind'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:*

In relation to Personal Data that is subject to the EU GDPR, the supervisory authority specified in section 9.2 (d) of the DPA shall act as the competent supervisory authority.

In relation to Personal Data that is subject to the UK GDPR or Swiss FADP, the competent Supervisory Authority is the UK Information Commissioner or the Swiss Federal Data Protection and Information Commissioner ("FDPIC"), as applicable.

## 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:

#### 1.1 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

#### 1.2 Infrastructure Security

Rewind’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

#### 1.3 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

#### 1.4 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

### **1.5 Continuous Evaluation**

Rewind 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.

### **1.6 Personnel Training**

Rewind 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 Rewind's engagement ends. Rewind 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 Rewind’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 <https://security.rewind.com>.