ZipStorm Data Processing Agreement

This Data Processing Agreement (this "**DPA**") is entered into between SeekOut, a service of ZipStorm, Inc. ("**ZipStorm**") on behalf of itself and its Authorized Affiliates and Customer (as defined below).

RECITALS

A.   The parties have entered into one or more order forms, terms of service, and/or agreements (the "**Agreement**"), pursuant to which ZipStorm has agreed to provide certain services to Customer relating to SeekOut as more particularly described in the Agreement (collectively, the "**Services**").

B.   In connection with the Services, the parties may share certain Personal Data with each other. The parties therefore wish to define their respective data protection obligations in relation to any data that may be shared or received in connection with the provision or receipt (as applicable) of the Services.

C.   ZipStorm has pre-signed this DPA. To complete this DPA, Customer must: (i) complete the information in the signature box and sign on page 7; and (ii) send the signed DPA to ZipStorm via email to legal@seekout.com. Except as otherwise expressly provided in the Agreement, this DPA will become legally binding upon receipt by ZipStorm of the validly completed DPA at the foregoing email address. For the avoidance of doubt, signature of the DPA on page 7 shall be deemed to constitute signature and acceptance of the standard contractual clauses.

1.   **Definitions:** Any capitalized terms used but not defined in this DPA shall have the meaning set forth in the Agreement.

    (a)   "**Affiliate**" means any entity that is directly or indirectly controlled by, controlling or under common control with an entity. "**Control**" for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

    (b)   "**Authorized Affiliate**" means any ZipStorm Affiliate(s) permitted to provide the Services pursuant to the Agreement but have not signed their own separate agreement and are not a party to the Agreement.

    (c)   "**Customer**" means, collectively, the entity that executed the Agreement and its Affiliates that have signed order forms or are authorized to access and use the Services.

    (d)   "**Customer Data**" means any and all Personal Data provided by Customer to ZipStorm in connection with the Services, which shall include the Personal Data described in Schedule A.

    (e)   "**C2C Model Clauses**" means Module One (Transfer controller to controller) of the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (the text of which is available at: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX:32021D0914&locale=en) (as amended, superseded or updated from time to time).

    (f)   "**C2P Model Clauses**" means Module Two (Transfer controller to processor) of the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (the text

of which is available at: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX:32021D0914&locale=en) (as amended, superseded or updated from time to time).

(g) "**Data Protection Law(s)**" means all worldwide data protection and privacy laws and regulations applicable to the Personal Data in question, including, where applicable, European Data Protection Law.

(h) "**European Data Protection Law(s)**" means all applicable EU data protection and privacy laws, including (i) the General Data Protection Regulation 2016/679; (ii) the Privacy and Electronic Communications Directive 2002/58/EC; (iii) United Kingdom ("**UK**") data protection laws; (iv) Swiss data protection laws; and (v) any other European Union or EU Member State laws made under or pursuant to (i) and (ii); in each case as such laws may be amended or superseded from time to time.

(i) "**IDTA**" means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses published by the UK Information Commissioner's Office (the text of which is available at: https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/international-data-transfer-agreement-and-guidance/) (or any successor IDTA approved by the relevant UK authorities).

(j) "**Permitted Purpose**" means to perform the Agreement, carry out the Services, and take other actions as permitted under the Agreement.

(k) "**Personal Data**" means any information (i) relating to an identified or identifiable natural person; or (ii) defined as "personally identifiable information", "personal information", "personal data" or similar terms, as such terms are defined under applicable Data Protection Laws.

(l) "**P2P Model Clauses**" means Module Three (Transfer processor to processor) of the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (the text of which is available at: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX:32021D0914&locale=en) (as amended, superseded or updated from time to time).

(m) "**Security Incident**" means (i) any actual breach of security, which poses a risk to the security, confidentiality or integrity of Customer Data; (ii) any actual unauthorized access to or acquisition, use, loss, destruction, alteration, compromise or disclosure of any Customer Data; or (iii) any circumstance related to Customer Data pursuant to which applicable Data Protection Law requires notification of such breach to be given to affected parties or other activity in response to such circumstance.

(n) "**Subcontractor**" means any third party (including any Authorized Affiliate) engaged directly or indirectly by ZipStorm to process any Customer Data or any other Personal Data for which ZipStorm is a Processor under or in connection with this DPA. The term "**Subcontractor**" shall also include any third party appointed by a Subcontractor to process any such Personal Data.

(o) "**ZipStorm Data**" means any Personal Data that is not Customer Data that is collected and shared by ZipStorm or otherwise made available by ZipStorm to Customer in connection with the Services.

(p) The terms "**Controller**", "**Processor**," "**process**," and "**data subject**" and their cognate terms shall have the meanings given to them in applicable Data Protection

Laws. If and to the extent that Data Protection Laws do not define such terms, then the definitions given in European Data Protection Law will apply.

2. Role and Scope of Processing.

2.1 Each party acknowledges and agrees that in connection with the Services: (i) ZipStorm will process Customer Data only as a Processor acting on behalf of Customer (the Controller); and (ii) ZipStorm may provide or make available to Customer certain ZipStorm Data as described in Schedule A and each party shall process such data as a separate and independent Controller for the Permitted Purposes. In no event will the parties process Personal Data under this DPA as joint Controllers.

2.2 The parties agree that in respect to any Processing of Personal Data through the provision or use of the Services is set forth in Schedule A of this DPA.

2.3 Customer shall be permitted to make amendments to the above information regarding the nature, duration, purpose, types, and categories related to the Processing of Customer Data, by written notice to ZipStorm, from time to time, as Customer reasonably considers necessary to meet the requirements of applicable Data Protection Law.

2.4 ZipStorm shall Process Customer Data only on Customer's documented instructions, unless required to do so by the applicable Data Protection Law to which ZipStorm is subject, in which case, ZipStorm shall inform Customer of that legal requirement before Processing, unless prohibited by applicable law. The parties agree that this DPA and the Agreement together constitute Customer's complete and final documented instructions to ZipStorm on the Processing of Customer Data.

2.5 ZipStorm shall ensure that all ZipStorm personnel (including employees, agents, contractors and subcontractors) whom ZipStorm authorizes to Process any Customer Data are subject to a duty of confidentiality (whether contractual or statutory), ensuring in each case that access is strictly limited to those personnel required to access the relevant Customer Data to carry out various obligations under the Agreement or this DPA.

3. Compliance with law.

3.1 Each party shall be individually and separately responsible for complying with the obligations that apply to it as a Controller or Processor under applicable Data Protection Laws. Except as otherwise expressly agreed between the parties (including this DPA) and as required under applicable Data Protection Laws, neither party shall be responsible for the other party's compliance with applicable Data Protection Laws.

3.2 Attached to this DPA are Addenda that provide terms specific to the Processing of Customer Data arising out of specific legal requirements from particular jurisdictions. In the event that Customer Data is Processed from one or more of these jurisdictions, and the applicable requirements are not already covered in this DPA, then the terms in the respective Addendum attached hereto shall apply.

3.3 In the event of a conflict between the Agreement or this DPA and an Addendum, the Addendum applicable to Customer Data from the relevant jurisdiction shall control with respect to Customer Data from that relevant jurisdiction, and solely with regard to the portion of the provision in conflict.

4. Subprocessing.

4.1 Where ZipStorm Processes Personal Data as a Processor, Customer grants ZipStorm general authorization to subcontract any processing of the Customer Data to a Subcontractor. ZipStorm's current list of Subcontractors is available upon written request

of Customer. For any Subcontractors that ZipStorm engages to process Customer Data, ZipStorm shall:

(a)   impose the same or substantially similar data protection terms on any Subcontractor it engages as contained in this DPA; and

(b)   remain fully liable for any breach of this DPA or the Agreement that is caused by an act, error or omission of such Subcontractor.

4.2   Customer can object to the engagement of any Subcontractor on reasonable data protection grounds on giving written notice in the manner provided in the Agreement and then the parties will seek to find an alternative solution or Customer may elect to suspend or terminate the Services for which the objected–to Subcontractor processes Customer Data.

5.   Cooperation.

5.1   In the event that either party receives: (i) any request from a data subject to exercise any of its rights under applicable Data Protection Laws (including its rights of access, correction, objection, erasure and data portability, as applicable); and/or (ii) any other inquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the ZipStorm Data and/or Customer Data where the item relates to Processing conducted by the other party, it shall promptly inform the other party. The parties shall cooperate in good faith as necessary to respond to such item and generally to comply with their obligations under applicable Data Protection Laws and this DPA.

5.2   If ZipStorm receives a subpoena, court order, warrant or other legal demand from a third party (including law enforcement or other public or judicial authorities) seeking the disclosure of Customer Data, ZipStorm shall notify Customer in writing of such request, and reasonably cooperate with Customer at Customer's expense if it wishes to limit, challenge or protect against such disclosure, to the extent permitted by applicable laws.

5.3   To the extent ZipStorm is required under applicable Data Protection Laws, ZipStorm will assist Customer at Customer's expense to conduct a data protection impact assessment and, where legally required, consult with applicable data protection authorities in respect of any proposed processing activity that present a high risk to data subjects.

6.   Data Access & Security Measures. Each party will implement appropriate technical and organizational measures appropriate (having regard to the state of technological development, cost of implementation and the nature, scope, context and purposes of Processing) to the risk of, and to seek to protect Personal Data against, any Security Incident as required under applicable Data Protection Laws, including to protect the ZipStorm Data and Customer Data: (i) from accidental or unlawful destruction; and (ii) loss, alteration, unauthorised disclosure of, or access to the data ("**Security Measures**"). Such measures shall include, as appropriate: (a) the pseudonymization and encryption of Personal Data; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services; (c) the ability to restore availability and access to Personal Data in a timely manner in the event of a Security Incident; and (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing. At a minimum, ZipStorm agrees to the Security Measures identified at Schedule A in respect of the Customer Data.

7.   Security Incidents. In the event of a Security Incident affecting Customer Data, including any Security Incident involving a Subcontractor, ZipStorm shall:

(a)   inform Customer without undue delay (and in any event within 72 hours of becoming aware) and provide timely information and cooperation as Customer may require to fulfill Customer's data breach reporting obligations and any other obligations under Data Protection Laws; and

(b)   take such measures and actions as are appropriate to remedy or mitigate the effects of the Security Incident and shall keep Customer informed of material developments in connection with the Security Incident.

8.   **Records & Inspections.** ZipStorm shall maintain records of its security standards and, as otherwise required under Data Protection Laws, information to demonstrate its compliance with applicable Data Protection Law in relation to its Processing of Customer Data at all times during the term of this DPA and for one (1) year thereafter. Upon Customer's written request, ZipStorm shall provide (on a confidential basis) copies of relevant audit report summaries and/or other documentation reasonably required by Customer to verify ZipStorm's compliance with this DPA. ZipStorm shall further provide written responses (on a confidential basis) to all reasonable requests for information made by Customer, including responses to information security and audit questionnaires, that Customer (acting reasonably) considers necessary to confirm ZipStorm's compliance with this DPA, provided that Customer shall not exercise this right more than once per year.

9.   **Data Exports.**

9.1   <u>International Data Transfers</u>. Each party will at all times provide an adequate level of protection for the ZipStorm Data and Customer Data, wherever processed, in accordance with the requirements of applicable Data Protection Laws. ZipStorm shall not process or transfer any Customer Data in or to a territory other than the territory in which the Customer Data was first processed unless it takes all such measures as are necessary to ensure such processing or transfer is in compliance with applicable Data Protection Laws.

9.2   <u>Transfer Mechanism (Customer Data)</u>. Where ZipStorm processes Customer Data under this DPA that is protected by applicable Data Protection Laws in the European Economic Area ("**EEA**") and/or its member states, the UK and/or Switzerland, the C2P and P2P Model Clauses and IDTA, as applicable, are incorporated by reference and form an integral part of this DPA. Purely for the purposes of the descriptions in the C2P and P2P Model Clauses and only as between ZipStorm and Customer, ZipStorm agrees that it is a "data importer" and Customer is the "data exporter" (notwithstanding that Customer may be located outside the EU). Further, as between ZipStorm and Customer, Schedule A of this DPA will take the place of Appendixes 1 and 2 of the C2P and P2P Model Clauses respectively and the relevant sections of the IDTA.

9.3   <u>Transfer Mechanism (ZipStorm Data)</u>. To the extent ZipStorm transfers ZipStorm Data protected by applicable Data Protection Laws in the EEA, UK and/or Switzerland to Customer located in a third country not covered by a European Commission adequacy decision, Customer agrees to abide by and process such ZipStorm Data in accordance with the C2C Model Clauses and IDTA, as applicable, which are incorporated by reference and form an integral part of this DPA. For the purposes of the C2C Model Clauses and IDTA, Customer agrees that it is a "data importer" and ZipStorm is the "data exporter" (notwithstanding that ZipStorm may be located outside the EU) and relevant sections of Schedule A of this DPA shall replace Annex B of the C2C Model Clauses and the relevant sections of the IDTA.

9.4   It is not the intention of either party, nor the effect of this DPA, to contradict or restrict any of the provisions set forth in the C2P and P2P Model Clauses or C2C Model Clauses. Accordingly, if and to the extent such model clauses conflict with any provision of this DPA, the model clauses shall prevail. In no event does this DPA restrict or limit the rights of any data subject or of any competent supervisory authority.

10. **Deletion & Return.** Upon Customer's request, or upon termination or expiry of this DPA, ZipStorm shall destroy or return to Customer all Customer Data (including copies) in its possession or control (including any Customer Data processed by its Subcontractors). This requirement shall not apply to the extent that ZipStorm is required by any applicable law to retain some or all of the Customer Data, in which event ZipStorm shall isolate and protect the Customer Data from any further processing except to the extent required by such law.

11. **Indemnity**

11.1 Without limiting ZipStorm's ability to terminate for Customer's material breach of this DPA pursuant to the Agreement, Customer agrees to defend, indemnify and hold harmless ZipStorm and its respective directors, officers, employees, agents and contractors from any loss, damage or liability that may result from such breach.

11.2 Without limiting Customer's ability to terminate for ZipStorm's material breach of this DPA pursuant to the Agreement, ZipStorm agrees to defend, indemnify and hold harmless Customer and its respective directors, officers, employees, agents and contractors from any loss, damage or liability that may result from such breach.

12. **Limitation of Liability**

12.1 Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Customer Affiliates and ZipStorm, whether in contract, tort or under any other theory of liability, is subject to the limitations and exclusions of liability in the Agreement, and any reference in provisions to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together.

12.2 **For the avoidance of doubt, ZipStorm and its Affiliates' total liability for all claims from the Customer and all of its Customer Affiliates arising out of or related to the Agreement and each DPA shall apply in the aggregate for all claims under both the Agreement and all DPAs established under the Agreement, including by Customer and all Customer Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Customer Affiliate that is a contractual party to any such DPA.**
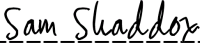
13. **Miscellaneous**

13.1 Except for the changes made by this DPA, the Agreement remains unchanged and in full force and effect. If there is any conflict between this DPA and the Agreement, this DPA shall prevail to the extent of that conflict.

13.2 In no event shall any party limit its liability with respect to any individual's data protection rights under this DPA or otherwise.

13.3 This DPA shall be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement, unless required otherwise by Data Protection Laws.

13.4 In the event of changes to Data Protection Laws, including, but not limited to, the amendment, revision or introduction of new laws, regulations, or other legally binding requirements to which either party is subject, the parties agree to revisit the terms of this DPA, and negotiate any appropriate or necessary updates in good faith, including the addition, amendment, or replacement of any Schedules.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this DPA to be executed by their duly authorized representatives.

On behalf of ZipStorm, Inc.

DocuSigned by:

_Sam Shaddox_____
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Name: Sam Shaddox

Title: General Counsel and
Chief Privacy Officer

Date: 5/2/2025 | 4:15 PM PDT

On behalf of Customer

Signature: _____

Customer Legal Name:

Print Name:

Title:

Date:

SCHEDULE A

Description of Processing and Annex Details for the Model Clauses and IDTA

PART 1

Description of Processing (Customer Data)

Data subjects

The Personal Data concern employees of the Customer.

If Customer elects to connect its applicant tracking system and the Services, then the Personal Data also concern past, present, and future candidates for jobs and other roles whose information is provided by Customer to ZipStorm.

Categories of data

For employees of the Customer, the Personal Data Processed concern the following categories of data: name, email address, and work title.

If Customer elects to connects its human resources information system and the Services, then the Personal Data Processed may concern the following additional categories of data for employees of the Customer: professional contact information, office location, education, qualifications, work history, job level, manager name, and experience.

If Customer elects to connect its applicant tracking system and the Services, then the Personal Data Processed may concern the following categories of data for candidates from the Customer's applicant tracking system: name, education, qualifications, work history, work title, contact information, and experience.

Special categories of data

The Personal Data Processed concern the following special categories of data: N/A.

Frequency of the Transfer

On a regularly scheduled and/or continuous basis while ZipStorm provides the Services to Customer.

Nature and Purposes of processing

The Personal Data is processed for the following purpose: to allow ZipStorm to provide the Services to Customer.

Duration of processing

The Personal Data is processed for the duration of the Services and thereafter in order to comply with applicable law, including applicable Data Protection Laws.

Additional useful information (storage limits and other relevant information)

N/A

Description of Processing (ZipStorm Data)

Data subjects

The Personal Data concern past, present, and future candidates for jobs and other roles.

Categories of data

The Personal Data Processed concern the following categories of data licensed by ZipStorm and/or publicly available: name, education, qualifications, work history, work title, contact information, and experience.

Outside the EEA, the UK, and Switzerland, where available, the Personal Data Processed may also concern the following categories of inferred characteristics: likelihood to change jobs, gender, race, ethnicity, and country of origin.

Inside the EEA, the UK, and Switzerland, where available, the Personal Data Processed may also concern the following categories of inferred characteristics: likelihood to change jobs and gender.

Special categories of data

The Personal Data processed concern the following special categories of data: N/A.

Frequency of the Transfer

On a regularly scheduled and/or continuous basis while ZipStorm provides the Services.

Nature and Purposes of processing

The Personal Data is processed for the following purposes: to allow ZipStorm to help recruiting professionals better source and place candidates.

Duration of processing

The Personal Data is processed for no longer than is necessary for the purposes for which it was collected.

PART 2

List of Parties (Customer Data)

(1)   Data exporter(s):

Name: Customer

Address:

Contact person's name, position and contact details:

Activities relevant to the data transferred under these Clauses:

The Services provided to Customer by ZipStorm as set forth in the Agreement, and as may further be described in Part 1 of Schedule A.

Signature and date: Please see page 7 of this DPA.

Role (controller/processor): Controller

(2)   Data importer(s):

Name: ZipStorm, Inc.

Address: 1100 112th Ave NE, Suite 150, Bellevue, WA 98004

Contact person's name, position and contact details:

Sam Shaddox, Data Privacy Officer, privacy@seekout.com

Activities relevant to the data transferred under these Clauses:

Same as listed above for data exporter.

Signature and date: Please see page 7 of this DPA.

Role (controller/processor): Processor

List of Parties (ZipStorm Data)

(3)   Data exporter(s):

Name: ZipStorm, Inc.

Address: 1100 112th Ave NE, Suite 150, Bellevue, WA 98004

Contact person's name, position and contact details:

Sam Shaddox, Data Privacy Officer, privacy@seekout.com

Activities relevant to the data transferred under these Clauses:

The Services provided to Customer by ZipStorm as set forth in the Agreement, and as may further be described in Part 1 of Schedule A.

Signature and date: Please see page 7 of this DPA.

Role (controller/processor): Controller

(4)   Data importer(s):

Name: Customer

Address:

Contact person's name, position and contact details:

Activities relevant to the data transferred under these Clauses:

Same as listed above for data exporter.

Signature and date: Please see page 7 of this DPA.

Role (controller/processor): Controller

PART 3

Selected Options for the Model Clauses (Customer Data)

Clause 7 (Docking clause)   Clause 7 will be incorporated.

Clause 9 (Use of sub-   Option 2 and the specific time period referred to will be 7 days.
processors)

Clause 11 (Redress)   The Option in Clause 11(a) will not be incorporated.

Clause 13 (Supervision)   All paragraphs of Clause 13(a) will be incorporated as applicable. The supervisory authority as indicated in Annex I.C shall be the Irish Data Protection Commission.

Clause 17 (Governing law)   Option 2 and the governing law will be the laws of Ireland.

Clause 18 (Choice of forum and   The courts inserted will be the courts of Ireland.
jurisdiction)

Selected Options for the Model Clauses (ZipStorm Data)

Clause 7 (Docking clause)   Clause 7 will be incorporated.

Clause 11 (Redress)   The Option in Clause 11(a) will not be incorporated.

Clause 13 (Supervision)   All paragraphs of Clause 13(a) will be incorporated as applicable. The supervisory authority as indicated in Annex I.C shall be the Irish Data Protection Commission.

Clause 17 (Governing law)   Option 2 and the governing law will be the laws of Ireland.

Clause 18 (Choice of forum and   The courts inserted will be the courts of Ireland.
jurisdiction)

PART 4

Technical and Organizational Measures

ZipStorm will, at a minimum, implement the following security measures:

- Encrypt all customer data in transit and at rest.
- Follow a policy of least privilege when assigning access to any customer information.
- Review access permissions at least quarterly.
- Require strong user passwords and multi-factor authentication for all privileged users.
- Maintain all computer systems with the latest system updates and security patches.
- Backup all data and regularly test the backup restoration procedure.
- Implement and regularly test a Business Continuity Plan.
- Train all employees in security practices, require background checks and non-disclosure agreements for all employees with access to customer data.
- Prohibit the transfer of any customer data to other systems.
- Prohibit the use of customer data in any non-production ZipStorm system (e.g., test environments).

SCHEDULE B

California Consumer Privacy Act Addendum

1. Scope

This Addendum shall apply in the event that ZipStorm Processes Customer Data of California residents and in the event that Customer Processes ZipStorm Data of California residents.

2. Definitions

2.1 The California Consumer Privacy Act ("**CCPA**") is Cal. Civ. Code § 1798.100, et seq., as may be amended from time-to-time, and any accompanying legally binding regulations that are promulgated to address provisions in the law.

2.2 All words or phrases used herein not defined in the DPA will have the meaning assigned to them in the CCPA.

3. Terms

3.1 Obligations on ZipStorm in processing Customer Data:

    (a) ZipStorm will not sell or share any Customer Data.

    (b) ZipStorm will only use Customer Data for the limited business purpose(s) set forth in the Agreement, and will not use Customer Data for any purpose other than the specified business purposes, including the servicing of a different business, unless expressly permitted by the CCPA.

    (c) ZipStorm will notify Customer if it determines it can no longer meet its obligations under the CCPA.

    (d) ZipStorm will not combine Customer Data with Personal Data that it receives from, or on behalf of, other persons or with Personal Data that it collects from its own interactions with consumers, except to the extent permitted by the CCPA.

    (e) Customer may audit ZipStorm's compliance with its obligations under this Section 3 by conducting audits as set forth in Section 8 of the DPA.

    (f) If Customer reasonably believes that ZipStorm is processing Customer Data in an unauthorized manner, Customer has the right to notify ZipStorm of such belief, and the parties will work together in good faith to remediate the allegedly unauthorized use of Customer Data.

3.2 Obligations on Customer in processing ZipStorm Data:

    (a) Customer will use ZipStorm Data for the Permitted Purposes set forth in the Agreement. The parties agree that ZipStorm is making the ZipStorm Data available to Customer for such purposes.

    (b) Upon ZipStorm's reasonable request, Customer will take reasonable and appropriate steps to make available to ZipStorm information to demonstrate, in relation to the ZipStorm Data, Customer's compliance with the CCPA in accordance with the Agreement or as otherwise determined by ZipStorm.

(c)   If ZipStorm reasonably believes that Customer is processing ZipStorm Data in an unauthorized manner, ZipStorm may notify Customer of such belief, and the parties will work together in good faith to remediate the allegedly unauthorized use of such ZipStorm Data.

(d)   Customer will comply with applicable obligations under the CCPA and will provide the same level of protection as is required by the CCPA.

(e)   Customer will notify ZipStorm if it determines it can no longer meet its obligations under the CCPA.

SCHEDULE C

Switzerland Addendum

This Switzerland Addendum ("**Addendum**") applies to and is a part of the New EU Commission Standard Contractual Clauses (Module 2 Controller to Processor and/or Module 3 Processor to Processor (as applicable)) (the "**Clauses**") and European Economic Area Addendum ("**EEA Addendum**"), agreed between Customer and ZipStorm, Inc. (together, the "**Parties**").

The Parties agree that the following provisions shall apply with respect to data transfers that are governed by the Federal Act on Data Protection ("**FADP**"), e.g., personal data transferred by a data exporter from Switzerland to a data importer outside of Switzerland (including personal data located in Switzerland that a data exporter makes accessible to the data importer) (the "**Swiss Personal Information**"):

(i)   the term "personal data" shall be deemed to include information relating to an identified or identifiable legal entity;

(ii)   references to (articles in) the EU General Data Protection Regulation 2016/679 shall be deemed to refer to (respective articles in) the FADP;

(iii)   reference to the competent supervisory authority in Annex I (C) under Clause 13 shall be deemed to refer to the Federal Data Protection and Information Commissioner ("**FDPIC**");

(iv)   references to Member State(s)/EU Member State(s) shall be deemed to include Switzerland;

(v)   reference to the European Union in Annex I (A) shall be deemed to include Switzerland; and

(vi)   where the Clauses use terms that are defined in the EU General Data Protection Regulation 2016/679, those terms shall be deemed to have the meaning as the equivalent terms are defined in the FADP.

The list of data subjects and categories of data indicated in Annex I (B) to the Clauses shall not be deemed to restrict the application of the Clauses to the Swiss Personal Information.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their authorized representative:

Data exporter: **Customer**	Data importer: **ZipStorm, Inc.**
Signature: _____	_____
Customer Legal Name:	**Name:**
Print Name:	**Title:**
Title:	**Date:**
Date:	