

Data Processing Addendum

This Data Processing Addendum (“**Addendum**”) forms part of the of the Customer Terms of Service found at <https://www.convo.com>, unless Customer has entered into a superseding written Master Subscription Agreement with Convo, in which case, this forms a part of such written agreement (Customer Terms of Service, and master Subscription Agreement if applicable, will be referred hereafter as the “**Agreement**”). Convo and Customer are referred to herein as “**Parties**” and individually as “**Party**”.

1. Definitions

Unless otherwise defined below, all capitalized terms have the same meaning given to them in the Agreement and/or exhibits thereto.

“**Data Controller or 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; where the purposes and means of such processing are determined by Union or Member State law, the Controller or the specific criteria for its nomination may be provided for by Union or Member State law.

“**Data Processor**” or “**Processor**” means the natural or legal person, public authority, agency or other body which processes data on behalf of the Data Controller.

“**Data Protection Laws**” means the EU Directive 95/46/EC as amended, the EU Regulation 2016/679 (“GDPR”) as well as any subsequent or replacing EU legislation and any other supplemental or implemental EU Member State legislative or regulatory provisions.

“**Data Subject**” means a natural person, residing within the EU whose Personal Data is processed by a Data Controller or Data Processor.

“**Personal Data**” means information relating to an identified or identifiable natural person that is a resident of the European Union (i.e., a Data Subject).

“**Personal Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

“**Processing or Process**” means any operation or set of operations which 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.

“**Sub-Processor**” means any person or entity working on behalf of the Processor to process Personal Data. A Sub-Processor may also be referred to as a ‘Vendor’.

“**Valid Transfer Mechanism**” means the methods or means of cross-border transfer recognized

under Data Protection Laws by the European Commission, or any Data Protection Authority as legalizing the transfer of Personal Data outside of the EU to a Third Country.

2. Processing Personal Data

2.1. Scope and Role of the Parties. This Addendum applies to the Processing of Personal Data by Convo in the course of providing Services under the Agreement. For the purposes of this Addendum: (i) Customer is the Data Controller; and (ii) with respect to Personal Data for which Customer is the Data Controller, Convo is the Data Processor Processing such Personal Data on Customer's behalf; (iii) with respect to Personal Data for which Customer is a Data Processor for a third party Data Controller ("**Third Party Data Controller**"), Convo is a sub-processor to Process Personal Data on the Data Controller's behalf. For simplification purposes, Convo is hereinafter referred to a Data Processor for scenario (ii) and (iii) above. To the extent Customer acts as a Data Processor to a Third Party Data Controller, (a) any rights granted to Customer in this Addendum include the right for Customer to exercise such rights on behalf of the Third Party Data Controller; (b) any notifications or instructions to be given by Customer include the right to convey notification and instructions of the Third Party Data Controller to Convo; (c) any notifications to be given by Convo will be conveyed by Customer to the Third Party Data Controller; and (d) any instructions given by Customer include the instructions given by the Third Party Data Controller.

2.2. Instructions for Processing. Convo shall Process Personal Data in accordance with Customer's instructions. Customer instructs Convo to Process Personal Data to provide Services in accordance with the Agreement and this Addendum. Customer may provide additional instructions to Process Personal Data; however, Convo shall be obligated to perform such additional instructions only if they are consistent with the terms and scope of the Agreement and this Addendum. If Convo believes that an additional instruction provided by Customer violates applicable Data Protection Laws, it shall inform Customer accordingly.

2.3. Compliance with Laws. Convo shall comply with Data Protection Laws, including relevant privacy, security, internet, and cloud computing laws, directives, and regulations applicable to Convo in its role as a Data Processor. Customer shall comply with Data Protection Laws applicable to Customer as a Data Controller and as a Data Processor, and shall ensure that any Third Party Data Controller to which Customer acts as a Data Processor complies with Data Protection Laws applicable to them as Data Controllers. For the avoidance of doubt, Convo is not responsible for complying with Data Protection Laws applicable to Customer as a Data Controller.

3. Vendor

3.1. Use of Vendor. Customer agrees that Convo may engage Vendors (Subprocessors) to Process Personal Data. Convo shall ensure that any such Vendor has entered into a written agreement requiring the Vendor to abide by terms no less protective than those provided in this Addendum. Upon Customer's request, Convo will make available to Customer a summary of the data processing terms. Convo shall be liable for the acts and omissions of any Vendor to the same extent as if the acts and omissions were performed by Convo. As of the effective

date of the Agreement, the Customer consents to Convo's use of the Vendor identified in *Attachment A*.

3.2. Notification of New Vendor. Convo shall provide notice to Customer of any new Vendor Convo seeks to appoint to Process Personal Data, and afford Customer the ability to object to such appointment in writing within fourteen (14) calendar days of receiving such notice.

4. Data Center Location

4.1. Storage of Personal Data. Personal Data will be hosted in data centers located in the United States, unless the Parties otherwise expressly agree in writing.

5. Rights of Data Subjects

5.1. Correction, Deletion, or Restriction. Convo will, as necessary to enable Customer or a Third Party Data Controller to meet its obligations under applicable Data Protection Laws, either (i) provide Customer with its own functionality or ability to correct or delete Personal Data or restrict its Processing; or (ii) if technically possible, at Customer's specific request, make such corrections, deletions, or restrictions on Customer's behalf if such functionality or ability is not available to Customer (with the choice between (i) and (ii) being at Convo's discretion). Convo is responsible for notifying any Vendor of correction, deletion, or restriction request, to the extent such a request is applicable.

5.2. Access to Personal Data. To the extent a Data Subject's Personal Data is not accessible to Customer, Convo will, as necessary to enable Customer to meet their obligations under applicable Data Protection Laws, provide reasonable assistance to make such Personal Data available to Customer.

5.3. Handling of Data Subject Requests. For the avoidance of doubt, Customer is responsible for responding to Data Subject requests for access, correction, deletion, or restriction of that person's Personal Data ("**Data Subject Request**"). If Convo receives a Data Subject Request, Convo shall promptly redirect the Data Subject to Customer.

5.4. Data Portability. For the avoidance of doubt, Customer is responsible for responding to Data Subject's data portability requests. To the extent a Data Subject's Personal Data is not accessible to Customer, Convo will, as necessary to enable Customer to meet their obligations under applicable Data Protection Laws, provide such Personal Data extract in a structured, commonly used and machine-readable format.

6. Government Access Requests

Unless prohibited by applicable law or a legally-binding request of law enforcement, Convo shall promptly notify Customer of any request by government agency or law enforcement authority for access to or seizure of Personal Data.

7. Convo Personnel

No Convo employee or its agent has access to Personal Data. Nevertheless, Convo shall take reasonable steps to train its personnel on their responsibilities regarding any handling and safeguarding of Personal Data, if required, and require such personnel to sign confidentiality agreements with Convo. Convo shall ensure that its personnel if authorized to access such Personal Data are contractually committed to confidentiality obligations, or are under an appropriate statutory or legal obligation of confidentiality. Personnel confidentiality obligations shall survive termination of employment.

8. Security

8.1. Security Program. Convo shall implement appropriate technical and organizational measures designed to protect Personal Data against unauthorized access or disclosure or accidental or unlawful destruction, loss, or alteration. Such measures shall be appropriate to (i) the size, scope, and type of Convo's business; (ii) the type of information that Convo will Process; and (iii) the need for security and confidentiality of such information.

8.2. Breach Notification. Convo shall promptly (and in any case not more than 48 hours of becoming aware of a Personal Data Breach) notify Customer of any Personal Data Breach affecting the Personal Data that Convo maintains on Customer's behalf. Convo shall provide sufficient information to allow Customer to meet its obligations under Data Protection Laws.

9. Audit

Convo shall make available, upon reasonable request, information necessary to demonstrate compliance with this Addendum and shall allow for audits or inspection by Customer in relation to the Processing of Personal Data under the Agreement. Customer agrees that Convo's then-current SOC 1 and SOC 2 audit reports and/or information security certifications will be used to satisfy any audit or inspection requests by or on behalf of Customer.

10. Return and Deletion of Personal Data

Upon termination of the Services, Convo shall, at Customer's option, destroy or return all Personal Data to Customer and delete existing copies unless applicable law requires storage of the Personal Data. In such case, Convo shall continue to ensure the confidentiality of all such Personal Data.

11. General Provisions

11.1 Termination. The term of this Addendum will end simultaneously and automatically with the termination of the Agreement.

11.2. Conflict. In the event of a conflict between the provisions of this Addendum and the Agreement, the provisions of the Addendum will prevail with regard to the Parties' data protection obligations.

11.3 Section Headings. The section headings contained in this Addendum are for reference purposes only and shall not in any way affect the meaning or interpretation of this Addendum.

12. Indemnification; Limitations on Liability; Remedies. Customer’s indemnities, limitations on liability, and remedies with respect to any breach by Convo of the terms of this Addendum, and the overall aggregate liability of Convo arising out of, or in connection with the Agreement (including this Addendum), will be subject to any aggregate limitation of liability that has been agreed upon by the Parties under the Agreement (“**Liability Cap**”). For the avoidance of doubt, the Parties intend and agree that the overall aggregate liability of Convo arising out of, or in connection with the Agreement (including this Addendum) shall in no event exceed the Liability Cap. However, each Party agrees to indemnify the other Party against the cost of providing notices containing information required by law, conducting any forensic or security reviews, investigations, and audits in connection with the handling Personal Data under this Arrangement.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Addendum.

Convo

CUSTOMER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____