

Data Processing Agreement

This Data Processing Agreement (“DPA”) is executed by Tech 2 Success LLC (as defined in the Tech 2 Success LLC Privacy Policy) (the “Privacy Policy”) and Customer (as defined in the Privacy Policy) in connection with the Terms and Conditions (“T&C”) and is incorporated therein.

Capitalized terms used but not defined herein shall have the meaning set out in the T&C or in the respective applicable law, rule, regulation, or directive.

1. DEFINITIONS.¹ The following terms have the following meanings when used in this DPA:
 - a. **Controller** means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.
 - b. **Data Protection Laws** means all laws and regulations applicable to the Processing of Personal Data in connection with the Services, including the California Consumer Protection Act (CCPA), the General Data Protection Regulation (GDPR), the New York Stop Hacks and Improve Electronic Data Security Act (SHIELD Act), and other laws and regulations of the U.S. and the European Union, the EEA and their member states relating to data protection.
 - c. **Data Subject** means the individual to whom Personal Data (as defined in the Privacy Policy) relates.
 - d. **Data Subject Request** means a Data Subject's request to exercise that person's rights under Data Protection Laws in respect of that person's Personal Data, including, without limitation, the right to access, correct, amend, transfer, obtain a copy of, object to the processing of, block or delete such Personal Data.
 - e. **EEA** means European Economic Area.
 - f. **GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation).
 - g. **Processing or Process** means any operation or set of operations which is performed by Tech 2 Success as part of the Services upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
 - h. **Processor** means the entity which Processes Personal Data on behalf of the Controller.
 - i. **Regulator** means the U.S. or European data protection authority or other regulatory, governmental or supervisory authority with authority over all or any part of (i) the provision or receipt of the Services, (ii) the Processing of Personal Data in connection with the Services or (iii) Tech 2 Success's business or personnel relating to the Services.
 - j. **Security Incident** means any unauthorized or unlawful breach of security that leads to the accidental or unlawful destruction, loss, alteration of, or

¹ For additional definitions specific to California see Section 2(f).

unauthorized disclosure of or access to, Personal Data on systems managed or otherwise controlled by Tech 2 Success.

- k. **Subcontractor** means a third-party subcontractor engaged by or on behalf of Tech 2 Success that will Process Personal Data as part of the performance of the Services.

2. PROCESSING OF PERSONAL DATA

- a. The parties acknowledge and agree that with regard to Personal Data, Customer shall be the Controller and Tech 2 Success shall be a Processor. Tech 2 Success shall Process Personal Data in rendering the Services.
- b. Tech 2 Success's Processing of Personal Data shall comply with its obligations under Data Protection Laws and Tech 2 Success shall not perform the Services in a manner that violates Data Protection Laws.
- c. Tech 2 Success shall maintain records of (i) its Processing activities, and (ii) Security Incidents pursuant to applicable laws.
- d. The purpose of Processing of Personal Data by Tech 2 Success is the performance of the Services. The types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule A to the Privacy Policy.
- e. Tech 2 Success shall ensure that its personnel engaged in Processing of Personal Data are informed of the confidential nature of the Personal Data.
- f. California:
 - i. For purposes of data processed by Tech 2 Success of California Consumers, the definitions of "controller" includes "Business"; "processor" includes "service provider"; "data subject" includes "Consumer"; "personal data" includes "Personal Information"; in each case as defined under the CCPA.
 - ii. For purposes of data processed by Tech 2 Success of California Consumers: (i) Tech 2 Success shall not use the Personal Data for any purposes which would constitute a "Sale" under the CCPA other than as part of the Services, without the prior written consent of Customer; (ii) Tech 2 Success's obligations regarding Data Subject Requests apply to Consumer's rights under the CCPA; and (iii) "Permitted Purposes" shall include processing of Customer Data as part of rendering the Services, or only for the purposes described in this DPA, as necessary to comply with applicable law, as otherwise agreed in writing, or as otherwise may be permitted for "service providers" under the CCPA.

3. DATA SUBJECT RIGHTS; OTHER COMPLAINTS AND REQUESTS

- a. Tech 2 Success shall, to the extent permitted by law, notify Customer upon receipt of a Data Subject Request within a reasonable time after receipt of such request.
- b. Tech 2 Success shall promptly, at Customer's sole cost and expense, provide such cooperation and assistance and take such action as Customer may reasonably request (including assistance by appropriate technical and organisational

measures) to fulfill its obligations under Data Protection Laws in respect of such requests or complaints, including, without limitation, meeting any deadlines imposed by such obligations.

4. SUBCONTRACTORS

- a. Tech 2 Success may engage third-party Subcontractors in connection with the provision of the Services.
- b. Tech 2 Success shall ensure that the subcontract entered into with any Subcontractor imposes on the Subcontractor equivalent obligations as those to which Tech 2 Success is subject under this DPA.

5. SECURITY; SECURITY INCIDENTS

- a. Tech 2 Success shall take appropriate technical, administrative, physical, and organisational measures to ensure the confidentiality, integrity, availability and resilience of Tech 2 Success systems used for Processing Personal Data and protect against the unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Data transmitted, stored or otherwise Processed.
- b. Tech 2 Success shall assist the Customer in ensuring compliance with the obligations under Data Protection Laws, and, in particular, pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of processing and the information available to Tech 2 Success. In the unlikely event of a data breach, as defined in the GDPR, Tech 2 Success will, without undue delay, send its affected customers a notification email, and provide, at its discretion, updates through other communications channels. This notification will describe the nature of the data breach, including where possible, the categories and approximate number of Data Subjects concerned, the categories and approximate number of personal data records concerned, the contact point where more information can be obtained, the likely consequences of the personal data breach, and the measures taken or proposed to be taken by Tech 2 Success to address the data breach, including, where appropriate, measures to mitigate its possible adverse effects. A “data breach” does not include a Tech 2 Success account being accessed via valid credentials unless those credentials were exposed through some action or fault of Tech 2 Success or one of its Subcontractors.
- c. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall, in relation to the Personal Data, implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.
- d. In assessing the appropriate level of security, Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data breach.

6. COOPERATION WITH REGULATORS AND CONDUCT OF CLAIMS

- a. In the event that Tech 2 Success receives an inquiry or request from a Regulator relating to the Processing of Personal Data Tech 2 Success shall, within a reasonable time after receipt, but within any time period required by applicable laws, provide Customer, at Customer's sole cost and expense, with such information as Customer may reasonably request to satisfy such inquiry or request, unless prohibited from doing so at law or by the Regulator.
- b. Tech 2 Success shall provide Customer, at Customer's sole cost and expense, with such information as Customer may reasonably request in order for Customer to comply with any obligation to carry out a data protection impact assessment or consult with a Regulator pursuant to Articles 35 and 36 of GDPR, respectively solely in relation to Processing of Customer Personal Data by Tech 2 Success.

7. TERMINATION. This DPA will terminate when Tech 2 Success ceases to Process Personal Data, unless otherwise agreed in writing between the parties. On termination of the DPA for whatever reason, or upon written request from Customer at any time, Tech 2 Success shall cease to use or Process any Personal Data and comply with its obligations pursuant to Article 28 of the GDPR.