

CleanTalk Data Processing Agreement

Last Modified: June 20, 2024

This CleanTalk Data Processing Agreement and its Annexes ("DPA") reflects the parties' agreement with respect to the Processing of Personal Data by us on behalf of you in connection with the CleanTalk Subscription Services under the CleanTalk Customer Terms of Service available at <https://cleantalk.org/publicoffer> between you and us (also referred to in this DPA as the "Agreement").

This DPA is supplemental to, and forms an integral part of, the Agreement and is effective upon its incorporation into the Agreement, which may be specified in the Agreement, an Order or an executed amendment to the Agreement. In case of any conflict or inconsistency with the terms of the Agreement, this DPA will take precedence over the terms of the Agreement to the extent of such conflict or inconsistency.

The term of this DPA will follow the term of the Agreement. Terms not otherwise defined in this DPA will have the meaning as set forth in the Agreement.

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1. Definitions

"California Personal Information" means Personal Data that is subject to the protection of the CCPA.

"CCPA" means California Civil Code Sec. 1798.100 et seq. (also known as the California Consumer Privacy Act of 2018).

"Consumer", "Business", "Sell" and "Service Provider" will have the meanings given to them in the CCPA.

"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.

“Data Protection Laws” means all applicable worldwide legislation relating to data protection and privacy which applies to the respective party in the role of Processing Personal Data in question under the Agreement, including without limitation European Data Protection Laws, the CCPA and the data protection and privacy laws of Australia and Singapore; in each case as amended, repealed, consolidated or replaced from time to time.

“Data Subject” means the individual to whom Personal Data relates.

"Europe" means the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom.

“European Data” means Personal Data that is subject to the protection of European Data Protection Laws.

"European Data Protection Laws" means data protection laws applicable in Europe, including: (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) ("GDPR"); (ii) Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector; and (iii) applicable national implementations of (i) and (ii); or (iii) GDPR as it forms parts of the United Kingdom domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 ("UK GDPR"); and (iv) Swiss Federal Data Protection Act on 19 June 1992 and its Ordinance ("Swiss DPA"); in each case, as may be amended, superseded or replaced.

“Instructions” means the written, documented instructions issued by a Controller to a Processor, and directing the same to perform a specific or general action with regard to Personal Data (including, but not limited to, depersonalizing, blocking, deletion, making available).

"Permitted Affiliates" means any of your Affiliates that (i) are permitted to use the Subscription Services pursuant to the Agreement, but have not signed their own separate agreement with us and are not a “Customer” as defined under the Agreement, (ii) qualify as a Controller of Personal Data Processed by us, and (iii) are subject to European Data Protection Laws.

“Personal Data” means any information relating to an identified or identifiable individual where (i) such information is contained within Customer Data; and (ii) is protected similarly as personal data, personal information or personally identifiable information under applicable Data Protection Laws.

“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 by us and/or our Sub-Processors in connection with the provision of the Subscription Services. "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” means any operation or set of operations which is performed on Personal Data, encompassing the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available,

alignment or combination, restriction or erasure of Personal Data. The terms “Process”, “Processes” and “Processed” will be construed accordingly.

“Processor” means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller.

“Standard Contractual Clauses” means the standard contractual clauses annexed to the European Commission’s Decision (EU) 2021/914 of 4 June 2021 currently found at https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en, as may be amended, superseded or replaced.

“Sub-Processor” means any Processor engaged by us or our Affiliates to assist in fulfilling our obligations with respect to the provision of the Subscription Services under the Agreement. Sub-Processors may include third parties or our Affiliates but will exclude any CleanTalk employee or consultant.

“UK Addendum” means the International Data Transfer Addendum issued by the UK Information Commissioner under section 119A(1) of the Data Protection Act 2018 currently found at <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>, as may be amended, superseded, or replaced.

2. Customer Responsibilities

a. Compliance with Laws. Within the scope of the Agreement and in its use of the services, you will be responsible for complying with all requirements that apply to it under applicable Data Protection Laws with respect to its Processing of Personal Data and the Instructions it issues to us.

In particular but without prejudice to the generality of the foregoing, you acknowledge and agree that you will be solely responsible for: (i) the accuracy, quality, and legality of Customer Data and the means by which you acquired Personal Data; (ii) complying with all necessary transparency and lawfulness requirements under applicable Data Protection Laws for the collection and use of the Personal Data, including obtaining any necessary consents and authorizations (particularly for use by Customer for marketing purposes); (iii) ensuring you have the right to transfer, or provide access to, the Personal Data to us for Processing in accordance with the terms of the Agreement (including this DPA); (iv) ensuring that your Instructions to us regarding the Processing of Personal Data comply with applicable laws, including Data Protection Laws; and (v) complying with all laws (including Data Protection Laws) applicable to any emails or other content created, sent or managed through the Subscription Services, including those relating to obtaining consents (where required) to send emails, the content of the emails and its email deployment practices. You will inform us without undue delay if you are not able to comply with your responsibilities under this 'Compliance with Laws' section or applicable Data Protection Laws.

b. Controller Instructions. The parties agree that the Agreement (including this DPA), together with your use of the Subscription Service in accordance with the Agreement, constitute your complete Instructions to us in relation to the Processing of Personal Data, so long as you may provide additional

instructions during the subscription term that are consistent with the Agreement, the nature and lawful use of the Subscription Service.

c. Security. You are responsible for independently determining whether the data security provided for in the Subscription Service adequately meets your obligations under applicable Data Protection Laws. You are also responsible for your secure use of the Subscription Service, including protecting the security of Personal Data in transit to and from the Subscription Service (including to securely backup or encrypt any such Personal Data).

3. CleanTalk Obligations

a. Compliance with Instructions. We will only Process Personal Data for the purposes described in this DPA or as otherwise agreed within the scope of your lawful Instructions, except where and to the extent otherwise required by applicable law. We are not responsible for compliance with any Data Protection Laws applicable to you or your industry that are not generally applicable to us.

b. Conflict of Laws. If we become aware that we cannot Process Personal Data in accordance with your Instructions due to a legal requirement under any applicable law, we will (i) promptly notify you of that legal requirement to the extent permitted by the applicable law; and (ii) where necessary, cease all Processing (other than merely storing and maintaining the security of the affected Personal Data) until such time as you issue new Instructions with which we are able to comply. If this provision is invoked, we will not be liable to you under the Agreement for any failure to perform the applicable Subscription Services until such time as you issue new lawful Instructions with regard to the Processing.

c. Security. We will implement and maintain appropriate technical and organizational measures to protect Personal Data from Personal Data Breaches, as described under Annex 2 to this DPA ("Security Measures"). Notwithstanding any provision to the contrary, we may modify or update the Security Measures at our discretion provided that such modification or update does not result in a material degradation in the protection offered by the Security Measures.

d. Confidentiality. We will ensure that any personnel whom we authorize to Process Personal Data on our behalf is subject to appropriate confidentiality obligations (whether a contractual or statutory duty) with respect to that Personal Data.

e. Personal Data Breaches. We will notify you without undue delay after we become aware of any Personal Data Breach and will provide timely information relating to the Personal Data Breach as it becomes known or reasonably requested by you. At your request, we will promptly provide you with such reasonable assistance as necessary to enable you to notify relevant Personal Data Breaches to competent authorities and/or affected Data Subjects, if you are required to do so under Data Protection Laws.

f. Deletion or Return of Personal Data. We will delete or return all Customer Data, including Personal Data (including copies thereof) Processed pursuant to this DPA, on termination or expiration of your Subscription Service in accordance with the procedures set out in our Product Specific Terms. This term will apply except where we are required by applicable law to retain some or all of the Customer

Data, or where we have archived Customer Data on back-up systems, which data we will securely isolate and protect from any further Processing and delete in accordance with our deletion practices. You may request the deletion of your CleanTalk account after expiration or termination of your subscription by sending a request to our email welcome@cleantalk.org. You may also cancel your account on your Profile page <https://cleantalk.org/my/delete-account>. You may retrieve your Customer Data from your account in accordance with our 'Retrieval of Customer Data' sections throughout our Product Specific Terms.

4. Data Subject Requests

The Subscription Service provides you with a number of controls that you can use to retrieve, correct, delete or restrict Personal Data, which you can use to assist it in connection with its obligations under Data Protection Laws, including your obligations relating to responding to requests from Data Subjects to exercise their rights under applicable Data Protection Laws ("Data Subject Requests").

To the extent that you are unable to independently address a Data Subject Request through the Subscription Service, then upon your written request we will provide reasonable assistance to you to respond to any Data Subject Requests or requests from data protection authorities relating to the Processing of Personal Data under the Agreement. You will reimburse us for the commercially reasonable costs arising from this assistance.

If a Data Subject Request or other communication regarding the Processing of Personal Data under the Agreement is made directly to us, we will promptly inform you and will advise the Data Subject to submit their request to you. You will be solely responsible for responding substantively to any such Data Subject Requests or communications involving Personal Data.

5. Sub-Processors

You agree we may engage Sub-Processors to Process Personal Data on your behalf, and we do so in three ways. First, we may engage Sub-Processors to assist us with hosting and infrastructure. Second, we may engage with Sub-Processors to support product features and integrations. Third, we may engage with CleanTalk Affiliates as Sub-Processors for service and support. Some Sub-Processors will apply to you as default, and some Sub-Processors will apply only if you opt-in..

We have currently appointed, as Sub-Processors, the third parties and CleanTalk Affiliates listed in Annex 3 to this DPA.

Where we engage Sub-Processors, we will impose data protection terms on the Sub-Processors that provide at least the same level of protection for Personal Data as those in this DPA (including, where appropriate, the Standard Contractual Clauses), to the extent applicable to the nature of the services provided by such Sub-Processors. We will remain responsible for each Sub-Processor's compliance with the obligations of this DPA and for any acts or omissions of such Sub-Processor that cause us to breach any of its obligations under this DPA.

6. Data Transfers

You acknowledge and agree that we may access and Process Personal Data on a global basis as necessary to provide the Subscription Service in accordance with the Agreement, and in particular that

Personal Data may be transferred to and Processed by CleanTalk, Inc. in the United States and to other jurisdictions where CleanTalk Affiliates and Sub-Processors have operations. Wherever Personal Data is transferred outside its country of origin, each party will ensure such transfers are made in compliance with the requirements of Data Protection Laws.

7. Additional Provisions for European Data

- a. Scope. This 'Additional Provisions for European Data' section will apply only with respect to European Data.
- b. Roles of the Parties. When Processing European Data in accordance with your Instructions, the parties acknowledge and agree that you are the Controller of European Data and we are the Processor.
- c. Instructions. If we believe that your Instruction infringes European Data Protection Laws (where applicable), we will inform you without delay.
- d. Objection to New Sub-Processors. We will give you the opportunity to object to the engagement of new Sub-Processors on reasonable grounds relating to the protection of Personal Data within 30 days of notifying you in accordance with the 'Sub-Processors' section. If you do notify us of such an objection, the parties will discuss your concerns in good faith with a view to achieving a commercially reasonable resolution. If no such resolution can be reached, we will, at our sole discretion, either not appoint the new Sub-Processor, or permit you to suspend or terminate the affected Subscription Service in accordance with the termination provisions of the Agreement without liability to either party (but without prejudice to any fees incurred by you prior to suspension or termination). The parties agree that by complying with this sub-section (d), CleanTalk fulfills its obligations under Sections 9 of the Standard Contractual Clauses.
- e. Sub-Processor Agreements. For the purposes of Clause 9(c) of the Standard Contractual Clauses, you acknowledge that we may be restricted from disclosing Sub-Processor agreements but we will use reasonable efforts to require any Sub-Processor we appoint to permit it to disclose the Sub-Processor agreement to you and will provide (on a confidential basis) all information we reasonably can.
- f. Data Protection Impact Assessments and Consultation with Supervisory Authorities. To the extent that the required information is reasonably available to us, and you do not otherwise have access to the required information, we will provide reasonable assistance to you with any data protection impact assessments, and prior consultations with supervisory authorities (for example, the French Data Protection Agency (CNIL), the Berlin Data Protection Authority (BlnBDI) and the UK Information Commissioner's Office (ICO)) or other competent data privacy authorities to the extent required by European Data Protection Laws.
- g. Transfer Mechanisms for Data Transfers.
 - (A) CleanTalk will not transfer European Data to any country or recipient not recognized as providing an adequate level of protection for Personal Data (within the meaning of applicable European Data Protection Laws), unless it first takes all such measures as are necessary to ensure the transfer is in compliance with applicable European Data Protection Laws. Such measures may include (without

limitation) transferring such data to a recipient that is covered by a suitable framework or other legally adequate transfer mechanism recognized by the relevant authorities or courts as providing an adequate level of protection for Personal Data, to a recipient that has achieved binding corporate rules authorization in accordance with European Data Protection Laws, or to a recipient that has executed appropriate standard contractual clauses in each case as adopted or approved in accordance with applicable European Data Protection Laws.

(B) You acknowledge that in connection with the performance of the Subscription Services, CleanTalk, Inc. is a recipient of European Data in the United States. Subject to sub-sections (C) and (D), the parties agree that the Standard Contractual Clauses will be incorporated by reference and form part of the Agreement as follows:

(a) EEA Transfers. In relation to European Data that is subject to the GDPR (i) Customer is the "data exporter" and CleanTalk, Inc. is the "data importer"; (ii) the Module Two terms apply to the extent the Customer is a Controller of European Data and the Module Three terms apply to the extent the Customer is a Processor of European Data; (iii) in Clause 7, the optional docking clause applies; (iv) in Clause 9, Option 2 applies and changes to Sub-Processors will be notified in accordance with the 'Sub-Processors' section of this DPA; (v) in Clause 11, the optional language is deleted; (vi) in Clauses 17 and 18, the parties agree that the governing law and forum for disputes for the Standard Contractual Clauses will be determined in accordance with the 'Contracting Entity; Applicable Law; Notice' section of the Jurisdiction Specific Terms or, if such section does not specify an EU Member State, the Republic of Ireland (without reference to conflicts of law principles); (vii) the Annexes of the Standard Contractual Clauses will be deemed completed with the information set out in the Annexes of this DPA; and (viii) if and to the extent the Standard Contractual Clauses conflict with any provision of this DPA the Standard Contractual Clauses will prevail to the extent of such conflict.

(b) UK Transfers. In relation to European Data that is subject to the UK GDPR, the Standard Contractual Clauses will apply in accordance with sub-section (a) and the following modifications (i) the Standard Contractual Clauses will be modified and interpreted in accordance with the UK Addendum, which will be incorporated by reference and form an integral part of the Agreement; (ii) Tables 1, 2 and 3 of the UK Addendum will be deemed completed with the information set out in the Annexes of this DPA and Table 4 will be deemed completed by selecting "neither party"; and (iii) any conflict between the terms of the Standard Contractual Clauses and the UK Addendum will be resolved in accordance with Section 10 and Section 11 of the UK Addendum.

(c) Swiss Transfers. In relation to European Data that is subject to the Swiss DPA, the Standard Contractual Clauses will apply in accordance with sub-section (a) and the following modifications (i) references to "Regulation (EU) 2016/679" will be interpreted as references to the Swiss DPA; (ii) references to "EU", "Union" and "Member State law" will be interpreted as references to Swiss law; and (iii) references to the "competent supervisory authority" and "competent courts" will be replaced with the "the Swiss Federal Data Protection and Information Commissioner" and the "relevant courts in Switzerland".

(C) Where the CleanTalk contracting entity under the Agreement is not CleanTalk, Inc., such contracting entity (not CleanTalk, Inc.) will remain fully and solely responsible and liable to you for the performance of the Standard Contractual Clauses by CleanTalk, Inc., and you will direct any instructions, claims or enquiries in relation to the Standard Contractual Clauses to such contracting entity. If CleanTalk cannot comply with its obligations under the Standard Contractual Clauses or is

breach of any warranties under the Standard Contractual Clauses or UK Addendum (as applicable) for any reason, and you intend to suspend the transfer of European Data to CleanTalk or terminate the Standard Contractual Clauses, or UK Addendum, you agree to provide us with reasonable notice to enable us to cure such non-compliance and reasonably cooperate with us to identify what additional safeguards, if any, may be implemented to remedy such non-compliance. If we have not or cannot cure the non-compliance, you may suspend or terminate the affected part of the Subscription Service in accordance with the Agreement without liability to either party (but without prejudice to any fees you have incurred prior to such suspension or termination).

E. Audit.

a. CleanTalk will allow for and contribute to audits conducted by Customer (or a third party auditor mutually agreed by both parties ("Auditor")) of documentation, data, certifications, reports, and records relating to CleanTalk's processing of Customer Personal Data ("Records") for the sole purpose of determining CleanTalk's compliance with this DPA subject to the terms of this Section 10 provided the Agreement remains in effect and such audit is at Customer's sole expense (an "Audit").

b. Written Notice. Customer may request an Audit upon fourteen (30) days' prior written notice to CleanTalk, no more than once annually, except, in the event of a Data Breach occurring on CleanTalk's systems, in which case Customer may request an Audit within a reasonable period of time following such Data Breach.

c. Further Written Requests and Inspections. To the extent that the provision of Records does not provide sufficient information to allow Customer to determine CleanTalk's compliance with the terms of this DPA, Customer may, as necessary: (i) request additional information from CleanTalk in writing, and CleanTalk will respond to such written requests in within a reasonable period of time ("Written Requests"); and (ii) only where CleanTalk's responses to such Written Requests do not provide the necessary level of information required by Customer, request access to CleanTalk's premises, systems and staff, upon twenty one (21) days prior written notice to CleanTalk (an "Inspection") subject to the parties having mutually agreed upon (a) the scope, timing, and duration of the Inspection, (b) the use of an Auditor to conduct the Inspection, (c) the Inspection being carried out only during CleanTalk's regular business hours, with minimal disruption to CleanTalk's business operations, and (d) all costs associated with the Inspection being borne by Customer (including CleanTalk's time in connection with facilitating the Inspection, charged at CleanTalk's then-current rates). Inspections will be permitted no more than once annually.

d. Confidentiality. In connection with any Audit or Inspection conducted in accordance with this Section 10, the Auditor must be bound by obligations of confidentiality no less protective than those contained in the Agreement. Auditor's will not be entitled to receive any data or information pertaining to other clients of CleanTalk or any other Confidential Information of CleanTalk that is not directly relevant for the authorized purposes of the Audit or Inspection.

e. Corrective Action. If any material non-compliance is identified by an Audit or Inspection, CleanTalk will take prompt action to correct such non-compliance.

8. Additional Provisions for California Personal Information

a. Scope. The 'Additional Provisions for California Personal Information' section of the DPA will apply only with respect to California Personal Information.

b. Roles of the Parties. When processing California Personal Information in accordance with your Instructions, the parties acknowledge and agree that you are a Business and we are a Service Provider for the purposes of the CCPA.

c. Responsibilities. The parties agree that we will Process California Personal Information as a Service Provider strictly for the purpose of performing the Subscription Services and Consulting Services under the Agreement (the "Business Purpose") or as otherwise permitted by the CCPA, including as described in the 'Usage Data' section of our Privacy Policy.

9. General Provisions

a. Amendments. Notwithstanding anything else to the contrary in the Agreement and without prejudice to the 'Compliance with Instructions' or 'Security' sections of this DPA, we reserve the right to make any updates and changes to this DPA and the terms that apply in the 'Amendment; No Waiver' section of the General Terms will apply.

b. Severability. If any individual provisions of this DPA are determined to be invalid or unenforceable, the validity and enforceability of the other provisions of this DPA will not be affected.

c. Limitation of Liability. Each party and each of their Affiliates' liability, taken in aggregate, arising out of or related to this DPA (and any other DPAs between the parties) and the Standard Contractual Clauses (where applicable), whether in contract, tort or under any other theory of liability, will be subject to the limitations and exclusions of liability set out in the 'Limitation of Liability' section of the General Terms and any reference in such section to the liability of a party means aggregate liability of that party and all of its Affiliates under the Agreement (including this DPA). For the avoidance of doubt, if CleanTalk, Inc. is not a party to the Agreement, the 'Limitation of Liability' section of the General Terms will apply as between you and CleanTalk, Inc., and in such respect any references to 'CleanTalk', 'we', 'us' or 'our' will include both CleanTalk, Inc. and the CleanTalk entity that is a party to the Agreement. In no event will either party's liability be limited with respect to any individual's data protection rights under this DPA (including the Standard Contractual Clauses) or otherwise.

d. Governing Law. This DPA will be governed by and construed in accordance with the 'Contracting Entity; Applicable Law; Notice' sections of the Jurisdiction Specific Terms, unless required otherwise by Data Protection Laws.

10. Parties to this DPA

a. Permitted Affiliates. By signing the Agreement, you enter into this DPA (including, where applicable, the Standard Contractual Clauses) on behalf of yourself and in the name and on behalf of your Permitted Affiliates. For the purposes of this DPA only, and except where indicated otherwise, the terms "Customer", "you" and "your" will include you and such Permitted Affiliates.

b. Authorization. The legal entity agreeing to this DPA as Customer represents that it is authorized to agree to and enter into this DPA for and on behalf of itself and, as applicable, each of its Permitted Affiliates.

c. Remedies. The parties agree that (i) solely the Customer entity that is the contracting party to the Agreement will exercise any right or seek any remedy any Permitted Affiliate may have under this DPA on behalf of its Affiliates, and (ii) the Customer entity that is the contracting party to the Agreement will exercise any such rights under this DPA not separately for each Permitted Affiliate individually but in a combined manner for itself and all of its Permitted Affiliates together. The Customer entity that is the contracting entity is responsible for coordinating all Instructions, authorizations and communications with us under the DPA and will be entitled to make and receive any communications related to this DPA on behalf of its Permitted Affiliates.

d. Other rights. The parties agree that you will, when reviewing our compliance with this DPA pursuant to the ‘Demonstration of Compliance’ section, take all reasonable measures to limit any impact on us and our Affiliates by combining several audit requests carried out on behalf of the Customer entity that is the contracting party to the Agreement and all of its Permitted Affiliates in one single audit.

EXECUTED BY THE PARTIES AUTHORIZED REPRESENTATIVES:

[CleanTalk Inc]

[CONTROLLER NAME]

1 / 1 / 2024

Date Date

Denis Shaginurator

Name Name

Signature Signature

Signature Signature

Annex 1 - Details of Processing

A. LIST OF PARTIES

Data exporter(s):

Details/Descriptions

Name:	Customer, a user of the Service
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Address:	Address as listed in the Agreement
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Contact person's name, position and contact details:	Contact information as listed in the Agreement
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Activities relevant to the data transferred under these Clauses:	Activities relevant are described in Section B below
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Signature and date:	See Section 9.5 of DPA
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Role (controller/processor):	Controller
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Data importer(s):	Details/Descriptions
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Name:	CleanTalk, Inc., provider of the Service
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Address:	711 S Carson street, suite 4, Carson city, NV, 89701
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Contact person's name, position and
contact details:

welcome@cleantalk.org

Activities relevant to the data
transferred under these Clauses:

Activities relevant are described in
Section B below

Signature and date:

See Section 9.5 of DPA

Role (controller/processor):

Processor

B. DESCRIPTION OF TRANSFER

B. Description of Transfer

Categories of Data Subjects whose Personal Data is Transferred

You may submit Personal Data in the course of using the Subscription Service, the extent of which is determined and controlled by you in your sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of Data Subjects:

Your Contacts and other end users including your employees, contractors, collaborators, customers, prospects, suppliers and subcontractors. Data Subjects may also include individuals attempting to communicate with or transfer Personal Data to your end users.

Categories of Personal Data Transferred

You may submit Personal Data to the Subscription Services, the extent of which is determined and controlled by you in your sole discretion, and which may include but is not limited to the following categories of Personal Data:

- a. Contact Information (as defined in the General Terms).
- b. Any other Personal Data submitted by, sent to, or received by you, or your end users, via the Subscription Service.

Sensitive Data transferred and applied restrictions or safeguards
The parties do not anticipate the transfer of sensitive data.

Frequency of the transfer

Continuous

Nature of the Processing

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

1. Storage and other Processing necessary to provide, maintain and improve the Subscription Services provided to you; and/or
2. Disclosure in accordance with the Agreement (including this DPA) and/or as compelled by applicable laws.

CleanTalk provides additional management tools for storing personal data:

Can I add exclusions for some pages of my site?

Can I not send my personal data to CleanTalk servers?

<https://cleantalk.org/help/exclusion-from-anti-spam-checking#wordpress>

Can I only store my CleanTalk Data in the EU?

<https://cleantalk.org/help/storage-location>

I Don't Want to Store the Content of Messages in the Logs

https://cleantalk.org/help/faq-work#stored_messages

Purpose of the transfer and further processing

We will Process Personal Data as necessary to provide the Subscription Services pursuant to the Agreement, as further specified in the Order Form, and as further instructed by you in your use of the Subscription Services.

Period for which Personal Data will be retained

Subject to the 'Deletion or Return of Personal Data' section of this DPA, we will Process Personal Data for the duration of the Agreement, unless otherwise agreed in writing.

C. Competent Supervisory Authority

Customer agrees the competent supervisory authority will be the Data Protection Commission (DPC) of Ireland.

Annex 2 - Security Measures

We currently observe the Security Measures described in this Annex 2. All capitalized terms not otherwise defined herein will have the meanings as set forth in the General Terms.

a) Access Control

i) Preventing Unauthorized Product Access

Outsourced processing: We host our Service with outsourced cloud infrastructure providers. Additionally, we maintain contractual relationships with vendors in order to provide the Service in accordance with our DPA. We rely on contractual agreements, privacy policies, and vendor compliance programs in order to protect data processed or stored by these vendors.

Physical and environmental security: We host our product infrastructure with multi-tenant, outsourced infrastructure providers. We do not own or maintain hardware located at the outsourced infrastructure providers' data centers. Production servers and client-facing applications are logically and physically secured from our internal corporate information systems. The physical and environmental security controls are audited for SOC 2 Type II and ISO 27001 compliance, among other certifications.

Authentication: We implement a uniform password policy for our customer products. Customers who interact with the products via the user interface must authenticate before accessing non-public customer data.

Authorization: Customer Data is stored in multi-tenant storage systems accessible to Customers via only application user interfaces and application programming interfaces. Customers are not allowed direct access to the underlying application infrastructure. The authorization model in each of our products is designed to ensure that only the appropriately assigned individuals can access relevant features, views, and customization options. Authorization to data sets is performed through validating the user's permissions against the attributes associated with each data set.

Application Programming Interface (API) access: Public product APIs may be accessed using an API key or through OAuth authorization.

ii) Preventing Unauthorized Product Use

We implement industry standard access controls and detection capabilities for the internal networks that support its products.

Access controls: Network access control mechanisms are designed to prevent network traffic using unauthorized protocols from reaching the product infrastructure. The technical measures implemented differ between infrastructure providers and include Virtual Private Cloud (VPC) implementations, security group assignment, and traditional firewall rules.

Intrusion detection and prevention: We implement a Web Application Firewall (WAF) solution to protect hosted customer websites and other internet-accessible applications. The WAF is designed to identify and prevent attacks against publicly available network services.

Static code analysis: Code stored in our source code repositories is checked for best practices and identifiable software flaws using automated tooling.

Bug bounty: A bug bounty program invites and incentivizes independent security researchers to ethically discover and disclose security flaws. We implement a bug bounty program in an effort to widen the available opportunities to engage with the security community and improve the product defenses against sophisticated attacks.

iii) Limitations of Privilege & Authorization Requirements

Product access: A subset of our employees have access to the products and to customer data via controlled interfaces. The intent of providing access to a subset of employees is to provide effective customer support, product development and research, to troubleshoot potential problems, to detect and respond to security incidents and implement data security. Administrative or high risk access permissions are reviewed at least once every six months.

b) Transmission Control

In-transit: We require HTTPS encryption (also referred to as SSL or TLS) on all login interfaces and for free on every CleanTalk product. Our HTTPS implementation uses industry standard algorithms and certificates.

At-rest: We store user passwords following policies that follow industry standard practices for security. We have implemented technologies to ensure that stored data is encrypted at rest.

c) Input Control

Detection: We designed our infrastructure to log extensive information about the system behavior, traffic received, system authentication, and other application requests. Internal systems aggregate log data and alert appropriate employees of malicious, unintended, or anomalous activities. Our personnel, including security, operations, and support personnel, are responsive to known incidents.

Response and tracking: We maintain a record of known security incidents that includes description, dates and times of relevant activities, and incident disposition. Suspected and confirmed security incidents are investigated by security, operations, or support personnel; and appropriate resolution steps are identified and documented. For any confirmed incidents, we will take appropriate steps to minimize product and Customer damage or unauthorized disclosure. Notification to you will be in accordance with the terms of the Agreement.

d) Availability Control

Infrastructure availability: The infrastructure providers use commercially reasonable efforts to ensure a minimum of 99.95% uptime. The providers maintain a minimum of N+1 redundancy to power, network, and heating, ventilation and air conditioning (HVAC) services.

Fault tolerance: Backup and replication strategies are designed to ensure redundancy and fail-over protections during a significant processing failure. Customer data is backed up to multiple durable data stores and replicated across multiple availability zones.

Online replicas and backups: Where feasible, production databases are designed to replicate data between no less than 1 primary and 1 secondary database. All databases are backed up and maintained using at least industry standard methods.

Disaster Recovery Plans: We maintain and regularly test disaster recovery plans to help ensure availability of information following interruption to, or failure of, critical business processes.

Our products are designed to ensure redundancy and seamless failover. The server instances that support the products are also architected with a goal to prevent single points of failure. This design assists our operations in maintaining and updating the product applications and backend while limiting downtime.

Annex 3 - Sub-Processors

CleanTalk Inc. does not involve sub-processors in the process of providing the CleanTalk Subscription Services in accordance with the CleanTalk Customer Terms of Service available at <https://cleantalk.org/publicoffer>.