

## Data Processing Addendum

This Data Processing Addendum (the "Addendum") forms part of the Master Services Agreement (the "MSA") entered into between The Endurance International Group, Inc. and /or its Affiliates ("Buyer") and the Supplier (as defined below), and governs the Processing of Personal Data by Supplier pursuant to this Agreement.

In this Addendum the following definitions shall apply:

**"Affiliate"** means an entity that directly or indirectly controls, is controlled by, or is under common control with the Buyer. For purposes of this definition, "control" means ownership of more than fifty percent (50%) of the voting stock or equivalent ownership interest in an entity.

**"Buyer Data"** means any Personal Data that Supplier Processes on behalf of Buyer and its Affiliates in the course of providing the goods and services set forth in the MSA by the Buyer to Supplier.

**"CCPA"** means California Civil Code sections 1798.100 – 1798.199 (2020), the California Consumer Privacy Act.

**"Data Protection Laws and Regulations"** means all applicable laws and regulations relating to data protection and data privacy, including without limitation the GDPR, the CCPA, and laws implementing or supplementing the GDPR and CCPA.

**"Data Subject"** shall mean 1) "Data Subject" as the term is defined in the GDPR; or 2) "Consumer" as the term is defined in the CCPA.

**"European Regulator"** means the data protection supervisory authority which has jurisdiction over a Data Controller's Processing of Personal Data.

**"GDPR"** refers to Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

**"Personal Data"** means "Personal Data" as the term is defined in the GDPR; or "Personal Information" as that term is defined in the CCPA.

**"Process", "Processed" or "Processing"** refers to any operation or set of operations performed on Personal Data or on sets of Personal Data, whether or not by automated means, and shall include the meaning of these terms as set out in the GDPR.

**"Supplier"** means the entity that has entered into a MSA with the Buyer. As further described in Section (g) below, Supplier shall act as a "service provider" of Buyer as such term is defined in the CCPA, where applicable.

**"Third Country"** refers to all countries outside of the scope of the data protection laws of the European Economic Area ("EEA"), excluding countries approved as providing adequate protection for Personal Data by the European

Commission from time to time, which at the date of this Addendum include Andorra, Argentina, Canada, Faroe Islands, Guernsey, Isle of Man, Israel, Jersey, New Zealand, Switzerland and Uruguay.

(a) The subject matter of the data processing covered by this Addendum is the Buyer Data. The Buyer Data is processed solely for the purpose of providing the goods and services described in the MSA for the duration thereof. The nature of the Processing consists of collecting, analyzing, and utilizing the data to perform the services set forth in the MSA. Personal data that may be Processed under this MSA may belong to the following data subjects without limitation: (i) Buyer's customers, business partners and vendors; (ii) employees of Buyer's customers, business partners and vendors; and (iii) Buyer's employees, agents, advisors and freelancers.

(b) The Personal Data Processed may include, but is not limited to: (i) identification and contact information (such as name, address, title and contact details) of Buyer's customers, business partners and vendors; (ii) identification and contact information of employees of Buyer's customers, business partners and vendors; (iii) identification and contact information of Buyer's employees, agents, advisors, freelancers; and/or (iv) IT information such as IP addresses and cookies data of the data subjects listed in this clause.

(c) The special categories of Personal Data Processed may include, but are not limited to: data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, health data, and/or sexual orientation.

(d) Supplier shall:

- (i) Process the Buyer Data only on documented instructions from Buyer, including with regard to transfers of Buyer Data to Third Countries or an international organization, unless required to Process such Personal Data by the law of the European Union or its member states to which Buyer is subject; in such a case, Supplier shall inform Buyer of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest;
- (ii) ensure that its personnel authorized to Process the Buyer Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- (iii) implement appropriate technical and organizational security measures, including, as appropriate those measures stipulated in Article 28 and, by extension, Article 32 of the GDPR;
- (iv) taking into account the nature of the Processing, assist Buyer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Buyer's obligation to respond to requests for exercising the Data Subject's rights set forth in Chapter III of the GDPR, and any other Data Protection Laws and Regulations;

- (v) promptly notify Buyer in writing sent to the notice address set forth in the MSA, with a copy to security@endurance.com, upon becoming aware of any improper, unauthorized, or unlawful access to, use of, or disclosure of, or any other event which affects the availability, integrity or confidentiality of Buyer Data which is Processed by Supplier under or in connection with this Addendum. The Supplier shall be obliged to provide Buyer with all information necessary for Buyer to comply with its obligations under the GDPR and any other Data Protection Laws and Regulations;
- (vi) assist Buyer in ensuring compliance with the obligations to (i) implement appropriate technical and organizational security measures; (ii) notify European Regulators and/or affected individuals of Personal Data Breaches as requested by Buyer and to the extent required by Data Protection Laws and Regulations; and (iii) conduct data protection impact assessments and, if required by Buyer or Data Protection Laws and Regulations, consult with European Regulators;
- (vii) at the choice of Buyer, delete or return all the Buyer Data (or any copies thereof) to Buyer after the end of the provision of services relating to Processing, unless the law of the European Union or its member states law requires storage of the Buyer Data; and
- (viii) make available to Buyer all information necessary to demonstrate compliance with the obligations set forth in this clause and any applicable data protection laws, and allow for and contribute to audits, including inspections, conducted by Buyer or another auditor mandated by Buyer.

1.1 Supplier shall immediately inform Buyer by emailing security@endurance.com if, in its opinion, an instruction of Buyer infringes any Data Protection Laws and Regulations.

1.2 Supplier shall take all steps reasonably requested by Buyer to ensure that the Buyer Data is processed in compliance with Data Protection Laws and Regulations, including (i) any guidance on the interpretation of its provisions once it takes effect; or (ii) if changes to the membership status of a country in the European Union or the European Economic Area require modification to this Addendum, Supplier will negotiate such modifications in good faith.

(e) **International Transfers.** Supplier will not Process or permit any third party to Process Buyer Data in a Third Country except where Supplier (or third party processing the Personal Data in such Third Country) has executed the Standard Contractual Clauses (Controller to Processor) as set out in the Commission Decision of 5 February 2010 (C(2010) 593) (Model Clauses), as amended. Supplier shall comply with, and procure that any relevant third party, complies with the data importer obligations in the Model Clauses. At Buyer's request (from time to time),

Supplier will procure that any third party it uses to Process Buyer Data enters into the Model Clauses directly with Buyer. Further, Buyer hereby grants Supplier a mandate to enter into the Model Clauses in its name and on its behalf.

(f) **Sub-Processing.** Supplier will not engage a subcontractor without the prior written consent of Buyer, which may be provided by email. Supplier and its subcontractors will not process Buyer Data for their own purposes, nor include Buyer Data in any product or service offered by Supplier to third parties. In the event that Supplier engages a sub-processor for carrying out specific Processing activities on behalf of Buyer, where that sub-processor fails to fulfil its obligations, Supplier shall remain fully liable under the GDPR and any other Data Protection Laws and Regulations to Buyer for the performance of that sub-processor's obligations.

(g) **CCPA Specific Provisions.** In addition to Supplier's other obligations as set out elsewhere in this Addendum, where applicable for the purposes of the CCPA, in relation to all Personal Data disclosed by Buyer pursuant to an MSA, Supplier shall act as a "service provider" for Buyer, pursuant to which:

- (i) The Parties agree that all such Personal Data is disclosed to Supplier for one or more business purpose(s) and its use or sharing by Buyer with Supplier is necessary to perform such business purpose(s); and
- (ii) Supplier agrees that it:
  - 1. is prohibited from retaining, using, or disclosing Personal Data for any purpose other than for the specific purpose of performing the services specified in the MSA for Buyer, including, without limitation, from retaining, using, or disclosing such Personal Data for a commercial purpose other than providing the services specified in the MSA; and
  - 2. will not further collect, sell, or use Personal Data except as necessary to perform the business purpose(s).

For the purposes of this Section g, "service provider," "business purpose," "commercial purpose," "collects," and "sell" shall have the meanings given to them in the CCPA.

(h) **Amendment.** Buyer may amend this Addendum from time to time due to changes in Data Protection Laws and Regulations or as otherwise determined by Buyer in its commercially reasonable discretion. Any amendment will only become effective upon notification to Supplier (by email or by posting on Buyer's website), and if Supplier does not agree to any such amendment, Supplier should cease provision of the goods and services set forth in the MSA and contact us immediately.