



Data Processing Agreement

This Data Processing Agreement (“DPA”), by and between Energage, LLC (“Energage”) and the Energage customer (“Customer”) identified on the applicable Energage Subscription Agreement or other ordering document (the “Agreement”) and is intended to address legal requirements under any national law of an EU member state adopted pursuant to Regulation (EU) 2016/679 (“GDPR”). The terms “personal data,” “processing,” “processor,” “controller,” and “data subject” will have the meaning defined in the GDPR. The term “subprocessor” refers to any entity appointed by or on behalf of Energage to process personal data on behalf of Energage in connection with this DPA. Capitalized terms not defined in this DPA have the meanings given to such terms in the Agreement between Customer and Energage.

1. Customer instructs Energage to process the personal data provided to Energage by and on behalf of Customer to provide the Services in accordance with the Agreement and as set forth in Annex A.
2. Energage will:
 - (a) process the personal data only on documented instructions from the Customer, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by law to which the Energage is subject; in such a case, the Energage will inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
 - (b) require that persons authorized to process personal data under the Agreement are subject to appropriate confidentiality obligations;
 - (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, implement appropriate technical and organizational measures designed to ensure a level of security appropriate to the risk.
 - (d) taking into account the nature of the processing, assist the Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights under the GDPR or applicable national data protection laws. Customer will reimburse Energage for all reasonable costs incurred by Energage in assisting Customer in responding to such requests;
 - (e) assist the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to the Energage; and
 - (f) at the choice of the Customer and within the period specified in the Agreement, delete or return all the personal data to the controller after the end of the provision of services relating to processing, and delete existing copies unless applicable EU or national data protection laws require storage of the personal data; and
 - (g) make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer; provided, that any audit and inspection: (i) may be limited in scope by Energage to the extent reasonably necessary to prevent the violation of Energage's and its subprocessors' confidentiality obligations related to the information of Energage's and its subprocessors' other clients; and (ii) shall at all times be supervised by and performed in the presence of Energage security personnel and in accordance with Energage's security policy and

procedures. Independent third party audit reports provided by Energage's subprocessors shall fulfill the foregoing requirements with respect to the applicable subprocessor to which the report relates. Each auditor who is not subject to rules of professional conduct requiring confidentiality must enter into a written agreement with Energage protecting the confidentiality of any information gathered during the conduct of such audit. The results of such audit, as well as any documentation prepared by the auditor or Customer as a result of the conduct of such audit, shall be shared with Energage and be deemed the Confidential Information of both Energage and Customer. Customer will reimburse Energage for all reasonable costs incurred by Energage in assisting Customer in complying and contributing to such audits. Energage will not engage any subprocessor without written authorization from Customer; provided, that Customer hereby authorizes Energage to engage subprocessors as Energage deems reasonably necessary or to provide the Services to Customer. Energage will provide Customer with a list of then-current subprocessors related to the Services promptly upon Customer's written request.

3. Customer authorizes Energage to engage the subprocessors listed on [<https://www.energage.com/subprocessors>] ("Subprocessor List") and to make changes to the Subprocessor List from time to time by posting an updated Subprocessor List on such web page. Customer may object to any the addition of any new subprocessor to the Subprocessor List (provided that Customer will not object except with reasonable cause) by providing written notification to Energage of such objection within ten (10) business days of Energage's adding such Subprocessor to the Subprocessor List. Energage will impose substantially the same data protection obligations as set out in the Agreement and this DPA on any subprocessor by written contract, which written contract will provide sufficient guarantees that the subprocessor will implement appropriate technical and organizational measures in such a manner that the processing by such subprocessor will meet the requirements of GDPR.
4. In the event personal data is transferred from any country in the European Economic Area ("EEA") to Energage outside of the EEA, Energage and Customer agree to comply with the Standard Contractual Clauses available at: [<https://www.energage.com/eu-scc>].
5. Energage will without undue delay, and within seventy-two (72) hours of Energage's discovery of any loss or breach of security of the personal data, inform the Customer of such loss or breach. Energage shall report on the nature of the breach, including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned.
6. This DPA will remain effective as long as Energage provides Services for Customer or processes personal data received from Customer or in the context of providing Services for Customer.
7. All obligations under this DPA apply in addition to, not in lieu of, any other contractual, statutory and other obligations of Energage.
8. The liability of Energage and its affiliates', taken together and in the aggregate, arising out of or relating to this DPA, whether in contract, tort or under any other theory of liability, is subject to all limitations on liability and disclaimers of specific types of damages set forth in the Agreement.

Annex A

Types of Data Subject whose Personal Data is Processed	<p>Personal data may concern categories of data subjects:</p> <ul style="list-style-type: none"> • Prospective and current employees of Customer; • Third parties that have, or may have, a commercial relationship with Customer (e.g. advertisers, customers, corporate subscribers and contractors). • Participants in surveys run on behalf of Customer by Energage;
Types of personal data processed	<p>Personal data provided by the data exporter to the data importer in connection with its use of Energage services, referred to as Customer Personal Data in the Energage Subscription Agreement. Such personal data may include first name, last name, email address, contact information, department information, Survey data, and any personal data contained in notes provided by the data exporter regarding the foregoing.</p>
Special Category Personal Data Processed	<p>N/A</p>
The purpose, nature and subject matter of the Processing	<p>The purpose, nature and subject matter of the Processing of Personal Data by Energage under this Agreement are those Processing operations which are necessary to provide the Services which are referred to in the Agreement.</p>
Duration of Processing	<p>The Processing of the Personal Data referred to in this clause shall occur throughout the term of the Agreement.</p>
Obligations and rights of the Customer	<p>The rights and obligations of the Customer are as set out in the Agreement, including this DPA.</p>