

Energage Data Processing Addendum

1. Introduction

This Data Processing Addendum (“**DPA**”), by and between Energage, LLC (“**Energage**”) and Customer (“**Customer**”) identified on the applicable Energage Subscription Agreement or other ordering document (the “**Agreement**”) and is intended to ensure that Processing is conducted in accordance with applicable data protection laws and respects the rights of individuals whose Personal Data is Processed under the Agreement. Any terms not defined in this DPA shall have the meaning assigned to them in the Agreement.

2. Definitions

“**Agreement**” means Energage’s General Terms, or other written or electronic agreement, which govern the provision of the Service to Customer, as such terms or agreement may be updated from time to time.

“**Controller**” means the natural or legal person, customer, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data. The term Controller shall include the term “Business” as that term has been defined in the CCPA.

“**Control**,” for purposes of this definition, means direct or indirect ownership of, power to vote, or other control of more than 50% of the voting interests of the subject entity, control in any manner over the election of a majority of the directors, or of individuals exercising similar functions; or the power to exercise a controlling influence over the management of a company.

“**CCPA**” means the California Consumer Privacy Act of 2018 (California Civil Code § 1798.100 et seq.), and its accompanying regulations, each as they may be amended from time to time.

“**Data Protection Laws**” means all applicable laws and regulations relating to or impacting the Processing, privacy or security of Personal Data, in each case as may be amended or replaced from time to time.

“**Data Subject Request**” means a request by a Data Subject to exercise rights afforded by Data Protection Laws with respect to the Data Subject’s Personal Data.

“**Data Subject**” the individual or consumer who may be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, or an online identifier.

“**EEA**” means the European Economic Area, including Switzerland and those countries comprising the European Union (“**EU**”) and the European Free Trade Association.

“GDPR” means the General Data Protection Regulation (Regulation (EU) 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.) and any implementing laws in each EU member state as they may be amended from time to time.

“Personal Data” means any Customer Data relating to an identified or identifiable natural person that is Processed by Energage on behalf of Customer in connection with providing the Services to Customer, when such information is protected as “personal data” or “personal information” or a similar term under Data Protection Law(s).

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

“Processor” a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the controller. The term Processor shall include the term “Service Provider” as that term has been defined in the CCPA.

“Security Breach” or **“Personal Data Breach”** means a confirmed breach of Energage’s information security measures leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data covered by this DPA.

“Services” means the services provided by Energage to Customer under the Agreement.

“Standard Contractual Clauses” or **“SCCs”** means

- a. for transfers of Personal Data subject to the GDPR, Module 2 (Transfer Controller to Processor) of the Annex to Commission Implementing Decision (EU) 2021/914 of 4 June 2021 (as may be amended, updated or superseded from time to time, and available at: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX:32021D0914&locale=en#d1e32-37-1) (“**EU SCCs**”); and
- b. for transfers of Personal Data subject to UK Data Protection Act of 2018, the EU SCCs supplemented by the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses, the text of which is available at: <https://ico.org.uk/media/for-organisations/documents/4019483/international-data-transfer-addendum.pdf>, as may be amended, updated or superseded from time to time (“**UK SCCs**”).

“Subprocessor” means any person appointed by or on behalf of Energage to process Personal Data on behalf of Energage in connection with the Agreement.

“UK GDPR” means the United Kingdom General Data Protection Regulation, as it forms part of the law of the United Kingdom by virtue of section 3 of the European Union (Withdrawal)

Act 2018, and any implementing laws in the United Kingdom as they may be amended from time to time.

“**UK IDT Addendum**” means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the United Kingdom’s Information Commissioner’s Office, Version B1.0, and in force as of March 21, 2022.

The terms "Commission", "Member State", and "Supervisory Authority" shall have the meanings given to them under the applicable Data Protection Law. Any capitalized terms herein that are not defined in this DPA shall have the meanings associated with them in the Agreement and are hereby adopted by reference in this Addendum.

3. Processing of Customer Personal Data

3.1. Roles and Responsibilities

Customer, as Controller, appoints Energage as a Processor to Process the Customer Data on Customer’s behalf. This DPA does not apply where Energage is the Controller.

3.2. Customer Obligations

The Customer shall provide instructions at a minimum; specify:

- a. determine the purpose and means of the Processing of Personal Data in accordance with the Agreement;
- b. be responsible for the accuracy and updating of Personal Data
- c. provide instructions on the duration of processing.
- d. the categories of Personal Data to be processed.
- e. comply with all its obligations under applicable Data Protection Laws.

3.3. Energage Obligations

Energage is the Processor of Personal Data and shall:

- a. only process Personal Data in accordance with the documented instructions of Customer, unless waived in a written requirement or required to do so by Applicable Data Protection Laws.
- b. comply with its obligations under Data Protection Laws. A description of the processing of Personal Data intended to be carried out under this DPA is set out in Exhibit 1 attached hereto. The parties agree that the Agreement, including this DPA, together with Customer’s use of the Services in compliance with the Agreement, constitute Customer’s complete and final written instruction to Energage in relation to the Processing of Personal Data, and additional instructions outside the scope of these instructions shall require a prior written and mutually executed agreement between Customer and Energage. In the event Energage reasonably believes there is a conflict with any Data Protection Law and Customer’s instructions, Energage will

inform Customer promptly and the parties shall cooperate in good faith to resolve the conflict and achieve the goals of such instruction.

- c. not use Personal Data, except for usage of Personal Data pursuant to Customer's instructions, as permitted under the Agreement and as necessary to bring and defend claims, to comply with requirements of the legal process, to cooperate with regulatory authorities, and to exercise other similar permissible uses as expressly provided under Data Protection Laws.
- d. not: (i) sell or share (as such terms are defined by Data Protection Laws) Personal Data, (ii) retain, use, or otherwise disclose Personal Data for any purpose other than to provide the services as specified in the Agreement or outside of the direct business relationship between Energage and Customer; or (iii) combine Customer Personal Data with Personal Data Energage receives from, or on behalf of, another person or persons, or which Energage collects from its own interactions with an individual, except as expressly agreed by Customer and permitted by applicable Data Protection Laws. Energage certifies that it understands the restrictions in this Section 2.2(d) and will comply with them.
- e. return or securely destroy Personal Data, in accordance with Customer's instructions, upon Customer's request, unless Personal Data must be retained to comply with applicable legal requirements.
- f. if any law, regulation, or government or regulatory body requires Energage to retain any documents or materials or Personal Data that Energage would otherwise be required to return or destroy, notify the Customer in writing of that retention requirement, giving details of the documents, materials or Personal Data that it must retain, the legal basis for retention, and establishing a specific timeline for deletion or destruction once the retention requirement ends.
- g. Energage shall confirm to Customer in writing via email the completion of the chosen action (return or destruction) within 35 business days (in alignment with the backup retention schedule) of receiving the instruction and acknowledging the request.
- h. not, without the prior written consent of Customer, transfer any Personal Data to a third party, except to Subprocessors engaged by Energage in accordance as outlined below. Energage shall immediately inform Customer if, in its opinion, an instruction infringes on Applicable Data Protection Laws, GDPR requirements or other European Union, Member State, UK or Swiss data protection provisions.

4. Subprocessors

4.1. Authorized Subprocessors

Customer agrees that Energage is generally authorized to engage Subprocessors to process Customer Data on Customer's behalf. The Subprocessors currently engaged by Energage and authorized by the Customer are available [here](#).

4.2. Subprocessor Update Notice

Energage shall notify Customer if it adds or removes Subprocessors at least 30 days prior to any such changes so long as the Customer opts in to receive such notifications by clicking here. Upon Customer's objection, the parties shall work together in good faith to address Customers' concerns.

If Customer does not subscribe to such notifications, Customer waives any right it may have to receive prior notice of changes to Energage's subprocessors.

4.3. Subprocessor Agreements

Subprocessors agree to act only on Energage's instructions when processing Personal Data (which instructions shall be consistent with the Customer's processing instructions to Energage); and

Energage shall enter into a written agreement with each Subprocessor containing data protection obligations that provide at least the same level of protection for Customer Data as those in this DPA, to the extent applicable to the nature of the service provided by such Subprocessor.

Energage shall be liable for the acts and omissions of its Subprocessors to the same extent Energage would be liable if performing the services of each Subprocessor directly under the terms of this DPA.

The Service provides links to integrations with third-party services, which Customer may, at Customer's sole discretion, integrate directly into Customer's instance of the Service and may have access to, or process, Customer's Personal Data. The providers of these third-party services shall not be deemed Subprocessors for any purpose under this DPA. If Customer elects to enable, access or use such third-party services, its access and use of such third-party services is governed solely by the terms and conditions and privacy policies of such third-party services, and Energage does not endorse, is not responsible or liable for, and makes no representations as to any aspect of such third-party services, including, without limitation, the manner in which they handle Customer's Personal Data. Energage is not liable for any damage or loss caused or alleged to be caused by or in connection with Customer's enablement, access or use of any such third-party services, or Customer's reliance on the privacy practices, data security processes or other policies of such third-party services.

5. Data Protection

5.1. Security Measures

Energage shall implement and maintain appropriate technical and organizational security measures that are designed to protect Customer Data from Security Incidents and to preserve the security, availability, integrity and confidentiality of Customer Data, the details of which are set forth at the following link: <https://www.security.energage.com>.

In assessing the appropriate level of security, Energage shall consider the risks that are presented by Processing, in particular from a Personal Data Breach.

Energage will not materially decrease the overall security of the Services during the duration of Processing. Customer agrees that the Security Measures are appropriate for the categories of Personal Data being Processed.

5.2. Confidentiality

Energage shall ensure persons authorized by Energage to process Personal Data are under a duty of confidentiality with respect to the Personal Data.

5.3. Security Breach or Personal Data Breach

Upon becoming aware of a Security Breach, Energage shall:

1. notify the Customer without undue delay, and where feasible, within 72 hours of awareness;
2. investigate the Security Breach;
3. provide the Customer with necessary details about the Security Breach as required by applicable law; and
4. take reasonable actions to prevent a recurrence of the Security Breach.

Energage agrees that the Customer has the sole right to determine whether to provide notice on its own behalf of the accidental, unauthorized or unlawful processing and/or the Personal Data Breach to any Data Subjects, the relevant Supervisory Authority, other in-scope regulators, law enforcement agencies or others, as required by law or regulation or in the Customer's discretion, including the contents and delivery method of the notice.

5.4. Customer Security Responsibility

Notwithstanding the above, Customer agrees that except as provided by this DPA, Customer is responsible for the secure use of Service, including securing the account authentication credentials, and is responsible for protecting the security of the Customer's data.

6. Data Transfers

To the extent that Energage receives Personal Data from Customer that Customer has transferred, transfers, or causes or caused to be transferred from the European Economic Area, United Kingdom for processing under the Agreement, Customer and Energage agree to the terms EU SCCs or UK SCCs.

Customer (as data exporter) and Energage (as data importer) shall comply with the EU SCCs or another lawful mechanism with respect to Personal Data exported from the European Economic Area to the United States of America or other third country that has not been deemed by the European Commission to ensure an adequate level of protection for such Personal Data. The EU SCCs are hereby incorporated into this Agreement by this reference.

To the extent that any transfer of Personal Data is subject to the UK GDPR, the relevant UK SCCs or another lawful mechanism will govern such transfers. Exhibit 1 sets out the Description of Processing Activities and Exhibit 2 sets out the Technical and Organizational Measures necessary to complete the SCCs.

To the extent that any transfer of Personal Data is subject to the Federal Act on Data Protection (**FADP**) of Switzerland, the Parties agree that the EU SCCs will extend and apply in accordance with the following adaptations: (a) The FDPIC will be the competent supervisory authority under Clause 13 of the EU SCCs, insofar as the data transfer is governed by the FADP (b) the applicable law for contractual claims and place of jurisdiction for actions between the parties under Clauses 17 and 18 of the EU SCCs shall be as set forth in the EU SCCs, provided that that the term “member state” must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18c; (c) The Clauses will also protect the data of legal entities until the entry into force of the revised FADP.

With respect to the transfer between the Parties of Relevant Personal Data from or originating in Switzerland, the SCCs shall apply as provided in Section above and as deemed amended as follows:

- a. References to the Clauses means this Section 4(d) as it amends the SCCs;
- b. References to “Regulation (EU) 2016/679”, or “that Regulation” shall be read as “FADP”; References to specific Article(s) of, or obligations under, the GDPR are replaced with the equivalent Article of, or obligation under, the FADP;
- c. References to “Regulation (EU) 2018/1725” are removed;
- d. the data subject rights referred to in Clause 10 of the SCCs shall be deemed amended so as to refer to the rights granted to data subjects under the FADP;
- e. Clause 13(a) and Part C of Annex I of the SCCs are not used and the competent supervisory authority for purposes of Clause 13 of the SCCs shall be the Swiss Federal Data Protection and Information Commissioner;
- f. References to “Union”, “EU”, and “EU Member State” are to be replaced with “Switzerland”;
- g. For purposes of Clause 17 of the SCCs the governing law shall be that of Switzerland;
- h. Clause 18 is replaced to state: “Any dispute arising from these clauses shall be resolved by the courts of Switzerland. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of Switzerland. The parties agree to submit themselves to the jurisdiction of such courts”;
- i. where the SCCs use terms that are defined in the FADP, those terms shall be deemed to have the equivalent meaning for those terms as defined in the FADP; and
- j. the footnotes to the SCCs shall not apply.

Where any mechanism for international transfers of Personal Data ceases for any reason to be a valid means of complying with the restrictions on transferring Personal Data to a third

country as set out in Data Protection Laws, or otherwise ceases to apply for any reason, the parties shall act in good faith to agree the implementation of an alternative solution to enable both parties to comply with Data Protection Laws. Energage shall, where legally permissible, advise Customer of any US-based governmental requests for access to Customer Personal Data (“**US Data Requests**”), and advise Customer of any EU-EEA based governmental requests for access to Customer Personal Data (“**EU-EEA Data Requests**”) or UK based governmental requests for access to Customer Personal Data (“**UK Data Requests**”) and work with Customer so that Customer may object to such US Data Requests, EU-EEA Data Requests, or UK Data Requests. For the avoidance of doubt, Customer understands that Energage may not be legally allowed to notify the Customer of US Data Requests, EU-EEA Data Requests or UK Data Requests under certain circumstances.

7. Rights of Data Subjects

Taking into account the nature of the Processing, Energage shall assist Customer by implementing appropriate technical and organizational measures, insofar as possible, for the fulfillment of Customer’s obligations, to enable Customer to respond to requests to exercise Data Subject rights under applicable data protection laws, including subject access rights, the rights to rectify, port and erase Personal Data, object to the processing and automated Processing of Personal Data, and restrict the processing of Personal Data and to comply with information or assessment notices served on the Customer by the relevant Supervisory Authority under data protection legislation.

In regard to Data Subject Requests, Energage shall:

- a. promptly notify Customer if it receives a request from a Data Subject under any applicable data protection laws in respect of Customer Personal Data and/or any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with data protection legislation; and
- b. ensure that it does not respond to any request from a Data Subject except on documented instructions of Customer or as required by applicable data protection laws to which Energage is subject, in which case, Energage shall, to the extent permitted by applicable data protection laws, inform Customer of that legal requirement before responding to the request.

To the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, Energage shall upon Customer’s request (and taking into account the nature of the Processing) provide commercially reasonable efforts to assist Customer in fulfilling its obligation to respond to Data Subject Requests that are required under Applicable Data Protection Laws. To the extent legally permitted, Customer shall be responsible for any reasonable costs arising from Energage’s provision of such assistance.

8. Data Protection Impact Assessment

Upon Customer's reasonable request, Energage shall provide Customer with commercially reasonable cooperation and assistance needed to fulfill Customer's obligation under the GDPR to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Energage.

Energage shall provide commercially reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority to the extent required under the GDPR or other applicable data protection laws.

9. Security Reports and Audits

Energage will permit the Customer or a representative to audit Energage's compliance with this DPA, on at least seven days' prior written notice and not more than once in any twelve (12) month period. Energage will give the Customer all necessary assistance to conduct such audits. Such Audits shall be conducted in accordance with Energage's security policies and procedures, without undue disruption to Energage's operations, in a commercially reasonable manner, and shall be limited to the security aspects of the Services provided to Customer. If such an audit occurs, Customer shall bear all of its own costs of conducting the audit or those of its representative. The assistance may include, but is not limited to:

access to and meetings with any of Energage's personnel reasonably necessary to provide all explanations and perform the audit effectively; and makes available to the controller all information necessary to demonstrate compliance with the obligations laid down in this DPA and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller.

The limitation on conducting one audit in any twelve (12) month period will not apply if:

- i. the Customer reasonably believes that a Personal Data Breach occurred,
- ii. if such audit is mandated by the relevant Supervisory Authority.

If a Personal Data Breach occurs or is occurring or Energage becomes aware of a breach of any of its obligations under this DPA or any applicable data protection laws, Energage will:

- i. notify Customer promptly as detailed above;
- ii. promptly conduct its own audit to determine the cause;
- iii. remedy any deficiencies identified by the audit within a reasonable amount of time.

10. US Data Privacy Laws

The following provisions will apply to Personal Data (defined below) that is subject to the US State Privacy Laws (as defined below).

“State Privacy Laws” means, collectively, all U.S. state privacy laws and their implementing regulations, as amended or superseded from time to time, that apply generally to the processing of individuals’ Personal Data and that do not apply solely to specific industry sectors (e.g., financial institutions), specific demographics (e.g., children), or specific classes of information (e.g., health or biometric information).

In the event of a conflict in the meanings of defined terms in the State Privacy Laws, the meaning from the law applicable to the state of residence of the relevant Consumer applies.

10.1. Restrictions on Processing

Energage will Process Customer Personal Data solely as instructed in the Agreement and this DPA.

Except as expressly permitted by the State Privacy Laws, Energage is prohibited from:

- a. Selling or Sharing Customer Personal Data,
- b. retaining, using, or disclosing Customer Personal Data for any purpose other than for the specific purpose of performing the Services specified in this DPA and Agreement,
- c. retaining, using, or disclosing Customer Personal Data outside of the direct business relationship between the Parties, and
- d. combining Customer Personal Data with Personal Data obtained from, or on behalf of, sources other than Customer, except as expressly permitted under applicable State Privacy Laws.

10.2. Sale of Data

The Parties acknowledge and agree that the exchange of Personal Data between the Parties does not form part of any monetary or other valuable consideration exchanged between the Parties with respect to the Agreement or this DPA.

10.3. Changes to Applicable Privacy Laws

The Parties agree to cooperate in good faith to enter into additional terms to address any modifications, amendments, or updates to applicable statutes, regulations, or other laws pertaining to privacy and information security, including, where applicable, the State Privacy Laws.

11. Limitation of Liability

Notwithstanding anything to the contrary in the Agreement or this DPA and to the maximum extent permitted by law, each Party’s liability, in the aggregate, arising out of or related to

this DPA, whether in contract, tort or under any other theory of liability, will remain subject to the limitation of liability section of the Agreement.

12. Customer Instructions

Energage shall not be liable for any claim brought by Customer or any third party arising from Energage's compliance with Customer's instructions.

13. Miscellaneous

This DPA sets out all of the terms that have been agreed between the parties in relation to the subjects covered by it.

To the extent that any provision of this DPA conflicts with any provision of the Agreement, the terms of the DPA shall, as to the specific subject matter of the DPA, take precedence over the conflicting provision in the Agreement.

This DPA shall remain in place until the earlier of:

- a. The expiry or termination of the Agreement (and without prejudice to the survival of accrued rights and liabilities of the parties and any obligations of the parties which either expressly or by implication survive termination); or
- b. The parties agreeing in writing that this DPA is to be terminated.

The parties agree that, save as provided above, nothing in this DPA shall affect the application of the governing law section of the Agreement.

If any part of this DPA is held unenforceable, the validity of all remaining parts will not be affected.

In the event of a conflict between a provision of this Addendum and the Agreement, the terms of the Addendum shall control. All other provisions of the Agreement remain in effect and unchanged.

Exhibit 1: Description of Processing Activities

This exhibit describes the parties involved, and types of Personal Data that will be Processed, the purpose of the Processing, and the duration of the Processing.

List of Parties

Data exporter(s)	Data importer(s)
Name: Customer as identified on Agreement/ order form	Name: Energage LLC.
Address: Customer address as identified on Agreement/ order form	Address: 397 Eagleview Blvd #200 Exton PA 19341
Contact person's name, position, and contact details: Signatory as identified on Agreement/ order form	Contact person's name, position, and contact details: Acting Chief Information Security Officer 397 Eagleview Blvd #200 Exton PA 19341
Activities relevant to the data transferred under these Clauses: Activities necessary to provide the Services described in the Agreement.	Activities relevant to the data transferred under these Clauses: Activities necessary to provide the Services described in the Agreement.
Signature and date: Incorporated by Reference	Signature and date: Incorporated by Reference
Role: Controller	Role: Processor

Description of Transfer

Categories of Data Subjects:

Data exporter may submit Personal Data to Energage, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

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;

Categories of Personal Data:

Data exporter may submit Personal Data to Energage, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to the following categories of Personal Data.

When using Workplace Culture Products:

- name,
- email address,
- company department information,
- tenure,
- job grade (team member / manager / senior manager),
- hours (part time / full time),
- salary band,
- demographic information,
- region of customer location,
- IP address,
- any other survey data and Personal Data contained in notes provided by the data exporter regarding the foregoing.

When using Talent Management Products:

- Identifiers. We may collect identifiers, such as your first name, middle name, last name, maiden name, alias, email address, phone number, username, physical address, geolocation information, IP address, date and place of birth.
- Demographic Information. We may collect demographic information, such as your age, gender, and marital status.
- Internet Activity. We may collect internet activity information, such as your IP address, browser characteristics, device IDs and characteristics, operating system version, and referring URLs.

- **Payment Information.** We may collect payment information, such as credit or debit card information, bank account information, and billing information.
- **Location Information.** We may collect location information, such as location based on IP address or geolocation information.
- **Employment Information.** We may collect employment information, such as employment history, current and former employer names and addresses, profession or title/role, educational information, certifications/licenses, employer/employee identification information, and emergency contact information.
- **Audio Recordings.** We may collect audio recordings, such as Customer care calls.

Special Categories of Personal Data:

Data exporter may submit Special Categories of Personal Data to Energage, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- sexual orientation
- racial
- ethnic origin
- age
- gender

Frequency of Processing:

Periodic Transfer as determined by customer.

Nature of the Processing:

The Personal Data transferred will be subject to the following basic processing activities:

Data importer is a hosted cloud SaaS solution (as further described in the General Terms) that processes and stores Customer Personal Data on behalf of the data exporter, permitting Energage the use of personal information it collects to communicate with you and to carry out Services for our customers.

Purpose(s) of the Data Transfer and Further Processing:

The purpose of the transfer and further processing is to provide the Energage Service pursuant to the Agreement, in accordance with the DPA, and as instructed by data exporter or data exporter's user(s) in their use of the Energage Service.

Period for Which Personal Data Will be Retained:

Data importer will retain Customer Personal Data as stipulated in the Agreement and DPA and agreed by the Parties.

For Transfers to Subprocessors, Specify Subject Matter, Nature, and Duration of the Processing:

As stipulated in the Agreement and DPA, and agreed by the Parties, Subprocessors may process and store Customer Personal Data in order to support and/or improve the Energage Service.

Information regarding data importer's current subprocessors, can be found available here:

<https://www.energage.com/trust/energage-subprocessors/>

**Specific
Elections
(EU SCCs only)**

EU SCCs Elections: The parties agree to elect the following options within the EU SCCs:

- For Clause 7 of the EU SCCs, the parties elect not to include the optional language.
- For Clause 9(a) of the EU SCCs, the parties elect to include the language in Option 2 with 15 Business Days as the specified time period.
- For Clause 11(a) of the EU SCCs, the parties elect to not include the optional language.

Competent Supervisory Authority: The parties agree that the supervisory authority of the Data Exporter will act as the competent supervisory authority.

Governing Law: For purposes of Clause 17 of the EU SCCs, the parties agree that the law of the country in which the Data Exporter is located will be the governing law.

Choice of Forum and Jurisdiction: For purposes of Clause 18 of the EU SCCs, the parties agree that the courts of the country in which the Data Exporter is established will resolve any dispute arising from the EU SCCs.

Exhibit 2: Technical and Organizational Measures

Energage will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data transferred to Energage as described in this DPA and at the following link: <https://www.security.energage.com>.

Exhibit 3: Subprocessors

By entering into this DPA, the Customer has authorized the use of the listed Subprocessors found here: Energage Subprocessors.