

Data Processing Terms

1. **Definitions.** For the purposes of these Data Processing Terms unless the context requires otherwise, capitalized terms are defined below. All capitalized terms used in this Exhibit that are not defined here in have the meanings set forth in the Agreement.

“Business,” “Business Purpose,” “Commercial Purposes,” “Sell,” and “Service Provider” shall have the meanings given to those terms in the Data Protection Laws.

“Data Protection Laws” means all applicable data privacy laws and other state, and federal statutes relating to Processing of information relating to a Data Subject, and all amendments and regulations promulgated thereto, as well as any legislation replacing or updating the foregoing.

“Data Subject” means an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

“Personal Information” means information that: (a) identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, consumer, or household; and (b) is regulated as personal information, personal data, personally identifiable information, personal health information, individually identifiable health information, protected health information, or otherwise under any applicable Law. Anonymized data (i.e., data that has been permanently disassociated from personal identifiers) is not Personal Information.

“Personal Information Breach” means a breach of security leading to the misappropriation or accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Information transmitted, stored, or otherwise Processed on Transflo systems or the Services environment that compromises the security, confidentiality, or integrity of such Personal Information.

“Processing” (and **“Process”**) means any operation or set of operations which is performed on data or sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

“Services” means the Platform and Platform services subscribed to by Customer in accordance with the Agreement.

“Sub-Processor” means any party, other than an employee of Transflo, appointed by Transflo to Process Personal Information in connection with the Agreement.

2. **Relationship of the Parties.** With respect to Personal Information subject to Data Protection Laws, Customer is a Business or equivalent term, and Transflo is a Service Provider or equivalent term. In keeping with such designations, Transflo shall Process such Personal Information only on Customer’s behalf and only for Customer’s own business or Commercial Purposes.

3. **Purposes of Processing.**

3.1. **Permitted Processing.** Transflo will Process Personal Information solely as necessary to perform its obligations and receive Services under the Agreement (or as otherwise agreed in writing by the parties) and strictly in accordance with the documented instructions of Customer and Data Protection Laws (the “**Permitted Purposes**”).

3.2. **Restrictions on Processing.** Transflo shall not: (a) disclose Personal Information to any third party without Customer’s prior written consent, unless (i) such third party has been specifically identified and approved by Customer in the Agreement to receive or Process Personal Information, and (ii) disclosure is necessary to perform the Services; or (b) use Personal Information for its own purposes without Customer’s prior written consent. In furtherance of the foregoing, Transflo shall not: (1) sell, license, lease, timeshare, rent, or otherwise exchange Personal Information for monetary or other consideration; (2) retain, use, or disclose such Personal Information for any purpose other than for the specific purpose of performing the Services; (3) retain, use, or disclose such Personal Information for a Commercial Purpose other than providing the Services; or (4) retain, use or disclose such Personal Information outside of the direct business relationship between Transflo and Customer. Transflo certifies that it understands the restrictions in this Section Error! Not a valid bookmark self-reference. and will comply with them.

4. **Confidentiality Obligations.** Transflo shall ensure that any person that it authorizes to Process Personal Information (including but not limited to Transflo’s employees, contractors and other individuals engaged to provide the Services) (“**Authorized Personnel**”) shall be subject to a strict duty of confidentiality, including without limitation any obligations of confidentiality that are set forth in the Agreement, and shall not permit any person who is not under such a duty of confidentiality to Process Personal Information. Transflo shall ensure that all Authorized Personnel use Personal Information solely to the extent necessary for the Permitted Purposes.

5. **Cooperation.** Transflo shall provide all reasonable and timely assistance to Customer to enable Customer to respond to: (i) any request from a Data Subject to exercise any of their rights under Data Protection Laws (including without limitation rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other request, correspondence, inquiry or complaint received from a Data Subject, regulator or other third party in connection with the Processing of Personal Information provided by Customer (each, an “**Inquiry**”). If any Inquiry is made directly to Transflo, Transflo shall promptly inform Customer, providing full details of the Inquiry, and Transflo shall refrain from responding to such Inquiry unless required by law or authorized by Customer.

6. **Security.**

6.1. **Security Measures.** Transflo will maintain and use the safeguards identified in Section 10.2 to the Agreement to prevent unauthorized access to or use of the Personal Information.

6.2. **Notification.** Transflo will notify Customer of a confirmed Personal Information Breach without undue delay but at the latest within 24 hours. As information regarding the Personal Information Breach is collected or otherwise reasonably becomes available to Transflo, Transflo will also provide Customer with (i) a description of the nature and reasonably anticipated consequences of the Personal Information Breach; (ii) the measures taken to mitigate any possible adverse effects and prevent a recurrence; and (iii) where possible, information about the types of Personal Information that were the subject of the Personal Information Breach. Customer agrees to coordinate with Transflo on the content of Customer intended public statements or required notices for the affected individuals and/or notices to the relevant regulators regarding the Personal Information Breach.

7. **Deletion or return of Personal Information.** Upon termination of the Services, Transflo will promptly return or delete any remaining copies of Personal Information on Transflo's systems or Services environments, except as otherwise stated in the Agreement.

8. **Audit.** Transflo shall permit an independent auditor engaged by Customer ("**Auditor**") to audit Transflo's compliance with this Exhibit, and shall make available to Customer and Auditors information, systems, and staff necessary to conduct such audit and to demonstrate compliance with Data Protection Laws. Customer's Auditor shall be subject to a confidentiality and non-disclosure agreement in form and substance reasonably acceptable to Transflo, and subject to Transflo's approval, which will not be unreasonably withheld. Transflo agrees that Customer and Auditors may enter its premises solely for the limited purpose of conducting this audit, provided that Customer gives reasonable prior notice, conducts the audit during normal business hours, and takes all reasonable measures to prevent unnecessary disruption to Transflo's operations. Customer will not exercise its audit rights more than once in any 12-calendar month period, except (a) if and when required by a competent data protection authority or other regulator; or (b) if Customer believes a further audit is necessary due to a Personal Information Breach.

Sub-Processors and Authorized Personnel. Customer grants Transflo a general authorization to engage Sub-Processors in connection with the performance of the Services by Transflo. To the extent Transflo engages Sub-Processors to Process Personal Information, such entities shall be subject to the same level of data protection and security as Transflo under this Exhibit. Transflo is responsible for the performance of any Sub-Processor's obligations in compliance with the terms of this Exhibit and Data Protection Laws.