

This Data Sub-Processing Addendum (the “**Addendum**”) amends the terms and forms part of the Distributor Agreement (the “**Agreement**”) existing between you and AppLogic Networks only to the extent that the Relevant Law applies to your processing of End User Personal Data and you are a data controller or data processor of EU End User Personal Data and/or UK End User Personal Data and/or Swiss End User Personal Data and AppLogic Networks is a data processor.

1. **Definitions:** Where this Addendum uses terms that are defined in the Agreement, those terms shall have the same meaning in this Addendum, unless defined otherwise below. The terms listed below have the following meanings:
 - (i) “**AppLogic Networks**”, “**we**”, “**us**”, “**our**” means the AppLogic Networks contracting entity identified in the Agreement.
 - (ii) “**data processor**”, “**data subject**”, “**controller**”, “**personal data**”, “**processing**”, “**supervisory authority**”, “**third country**” and “**appropriate technical and organizational measures**” are to be interpreted in accordance with the Relevant Law.
 - (iii) “**Distributor**”, “**you**”, “**your**” means the contracting entity identified as the Distributor in the Agreement.
 - (iv) “**End User**” means the: (i) end user that acquires or receives final delivery of the Services through the Distributor; or (ii) Distributor in the case of the Distributor’s own use of Products and related Services.
 - (v) “**End User Personal Data**” means personal data which AppLogic Networks processes as (i) a data processor in the case of the Distributor’s own use of the Services, or (ii) a data sub-processor engaged by the Distributor exclusively for the purpose of processing activities to be carried out on behalf of the End User in order to provide the Services after the effective date. End User Personal Data include personal data relating to the End User’s subscribers and/or its network users.
 - (vi) “**EU End User Personal Data**” means End User Personal Data to which data protection legislation of the European Union, or of a Member State of the European Union or European Economic Area, was applicable prior to the data being processed by AppLogic Networks;
 - (vii) “**FADP**” means the Swiss Federal Act on Data Protection and the new Swiss Act on Federal Data Protection of 25 September 2020.
 - (viii) “**Further Sub-processor**” means any data processor engaged by AppLogic Networks or by any other Sub-processor of AppLogic Networks that agrees to receive EU/UK/Swiss End User Personal Data from the Distributor, AppLogic Networks, or from any other Sub-processor of AppLogic Networks, exclusively for the purpose of processing activities to be carried out in accordance with the terms of the written subcontract.
 - (ix) “**GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council.
 - (x) “**Relevant Law**” means:
 - a. in the case of EU End User Personal Data, any legislation of the European Union, or of a Member State of the European Union or European Economic Area;
 - b. in the case of UK End User Personal Data, any legislation of any part of the United Kingdom; and
 - c. in the case of Swiss End User Personal Data, the FADP and any legislation of Switzerland.
 - (xi) “**Reseller**” means the reseller through which the End User acquires or receives final delivery of

the Services provided by the Distributor; the Reseller might also be the End User in the case of the Reseller's own use of the Services.

- (xii) **“Service(s)”** means any service provided to you under the Agreement and the Distributor and Reseller Support Plan (which is available at www.applogicnetworks.com/legal) to the extent that the service is related to End User Personal Data.
- (xiii) **“Standard Contractual Clauses”** means:
 - 1) **EU Standard Contractual Clauses** in respect of EU End User Personal Data, the standard contractual clauses for the transfer of Personal Data to third countries pursuant to the GDPR, adopted by the European Commission under Commission Implementing Decision (EU) 2021/914, including the text from module two and three and not including any clauses marked as optional and where for the purposes of:
 - a. Clause 9 (Sub-processors): general authorization for sub-processors shall apply and the parties agree that the time period for informing about intended change shall be 30 days;
 - b. Clause 17 (Governing law): the clauses shall be governed by the laws of Ireland;
 - c. Clause 18 (Choice of forum and jurisdiction): the courts of Ireland shall have jurisdiction;
 - d. Annex 1 Part A this shall be completed as set out in Schedule 2 Annex/Appendix 1 Part A;
 - e. Annex 1 Part B this shall be completed as set out in Schedule 2 Annex 1 Part B; and
 - f. Annex II, details of technical and organizational measures shall be as set out in Schedule 2 Annex/Appendix 2,
 - 2) **UK Standard Contractual Clauses** in respect of UK End User Personal Data, the International Data Transfer Addendum to the EU Standard Contractual Clauses, issued by the Information Commissioner and laid before Parliament in accordance with s.119A of the Data Protection Act 2018 on 2 February 2022 but, as permitted by clause 17 of such Addendum, the Parties agree to change the format of the information set out in Part 1 of the Addendum so that:
 - a. the details of the Parties in table 1 shall be as set out in Schedule 2 Annex/Appendix 1 Part A (with no requirement for signature);
 - b. for the purposes of table 2, the addendum shall be appended to the EU Standard Contractual Clauses as defined above (including the selection of modules and options and the disapplication of optional clauses as noted above); and
 - c. the appendix information listed in table 3 is set out in Schedule 2;
 - 3) in respect of Swiss End User Personal Data, the EU Standard Contractual Clauses, provided that any references in the clauses to the GDPR shall refer to the FADP; 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 in accordance with clause 18(c) of the clauses; and the clauses shall also protect the data of legal persons until the entry into force of the revised FADP.
- (xiv) **“Swiss End User Personal Data”** means End User Personal Data to which Swiss data protection legislation, including the FADP, was applicable prior to the data being processed by AppLogic Networks.
- (xv) **“UK End User Personal Data”** means the processing of End User Personal Data to which data protection laws of the United Kingdom were applicable prior to the data being processed by AppLogic Networks.
- (xvi) **“UK GDPR”** means the GDPR as applicable as part of UK domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (as amended).

2. Data Protection

- 2.1 The provisions of this Section 2 shall apply where the Relevant Law applies to your processing of End User Personal Data as a data processor and where AppLogic Networks processes EU/UK/Swiss End User Personal Data as a data sub-processor in the course of providing the Services to you. The provisions of this Section 2 shall also apply - mutatis mutandis - where the Relevant Law applies to your processing of End User Personal Data as a data controller and where AppLogic Networks processes EU/UK/Swiss End User Personal Data as a data processor in the course of providing the Services to you for your own use; all references to the End User shall be understood as references to the Distributor.
- 2.2 Schedule 1 of this Addendum sets out the subject matter, nature and purpose of the processing, the duration of processing, the types of End User Personal Data we process, and the data subjects whose End User Personal Data are processed.
- 2.3. The Distributor warrants that the instructions it provides to AppLogic Networks in relation to the processing of End User Personal Data will comply with the Relevant Law and the End User's instructions, and that its processing of End User Personal Data complies with the Relevant Law and the End User's instructions.
- 2.4 When we process EU or UK or Swiss End User Personal Data in the course of providing Services to you, we will:
- 2.4.1 process the End User Personal Data only on documented instructions from the End User, as communicated to us by you (as set forth in this Addendum or the Agreement or provided via configuration of our Products or as otherwise instructed by you from time to time, provided that such instructions do not extend the scope of Services agreed). If the applicable law requires us to process End User Personal Data for any other purpose, we will inform you of this requirement first, unless such law(s) prohibit this on important grounds of public interest;
 - 2.4.2 notify you promptly if, in our opinion, an instruction for the processing of End User Personal Data communicated by you infringes the applicable Relevant Law. However, you acknowledge that we will not be obliged to undertake additional work or screening to determine whether such instructions are compliant with the Relevant Law;
 - 2.4.3 liaise with you, taking into account the nature of the processing, in providing assistance to the End User or the Reseller (who in turn is obliged to provide assistance to the End User):
 - (i) by appropriate technical and organizational measures and insofar as possible, in fulfilling the End User's obligation to respond to requests from data subjects exercising their rights;
 - (ii) in ensuring compliance with the End User's obligations pursuant to Articles 32 to 36 of the GDPR/UK GDPR, taking into account the information available to us; and
 - (iii) by making available to you all information reasonably requested by you for the purpose of demonstrating that your obligations relating to the appointment of data sub-processors as set out in Article 28 of the GDPR/UK GDPR have been met.
 - 2.4.4 implement and maintain appropriate technical and organizational measures as described at: https://www.applogicnetworks.com/hubfs/AppLogic_Networks/legal/security-measures.pdf to protect the End User Personal Data against any breach of security leading to unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. The End User has reviewed the measures implemented by AppLogic Networks and agrees that, as to the Services selected by the End User, the measures are appropriate taking into account the state of the art, the costs of implementation, nature, scope, context and purposes of the processing of End User

Personal Data. We may amend the technical and organizational measures, provided that the new measures do not result in a material reduction of the level of security provided by the specified measures;

- 2.4.5 be granted a general authorization to subcontract the processing of End User Personal Data to Further Sub-processors. When engaging Further Sub-processors in the processing of End User Personal Data, we are responsible for the performance of each Further Sub-processor. We will include in our agreement with any such Further Sub-processor terms which are at least as favorable to you as those contained in this Addendum (but subject to the limitations included in the EU Standard Contractual Clauses, where applicable) and as are required by the applicable Relevant Law, including in terms of third-party beneficiary rights for data subjects (in the case of transfers to third countries).

A list of current Further Sub-processors in place as on the effective date of the Addendum is available at: https://www.applogicnetworks.com/hubfs/AppLogic_Networks/legal/sub-processors.pdf.

By entering into this Addendum you authorize us to engage these Further Sub-processors. We may update or change the list of Sub-processors, which we will notify to you at least 30 days in advance in electronic form by e-mail using your contact data available to us, at which point you will have the opportunity to object to changes within that timeframe if you have a legitimate and justified reason under the Relevant Law or reasonable and justified security concerns to do so. If you object, you may terminate the Addendum on written notice to AppLogic Networks. For the avoidance of doubt, your objection or lack of objection shall be understood to be consistent with the End User's wish to either engage or refuse to engage a Further Sub-processor. After the Addendum is terminated, we might not be able to provide you or your End Users with the Services for which we need access to End User Personal Data. If you do not terminate the Addendum within the 30-day period, you will be deemed to have accepted the new Sub-processor. Any termination under this Section shall be deemed to be without fault by either Party. If you process End User Personal Data on behalf of more than one End User, an objection that you have raised consistent with one End User's wish to refuse to engage a Further Sub-processor shall only result in the termination of this Addendum in respect of the processing of the End User Personal Data on behalf of that End User.

At your request, we will provide a copy of such Further Sub-processor agreement. To the extent necessary to protect business secrets or other confidential information, we may redact the text of the agreement prior to sharing the copy, in particular by removing all commercial information or clauses unrelated to the further sub-processing relationship.

- 2.4.6 be granted a general authorization to replace a Further Sub-processor without advance notice where the reason for the change of the supplier is outside our reasonable control and prompt replacement is required for security or other urgent reasons. In such a case, we will inform you of the replacement as soon as possible following the appointment. Your right to object described in Section 2.4.5 above applies accordingly.
- 2.4.7 promptly notify you about any inquiry or request received directly from a data subject, and not respond to that inquiry or request itself unless and until you communicate to us that the End User has authorized and instructed us to do so. AppLogic Networks will reasonably cooperate with you to provide the necessary details in AppLogic Networks possession and to comply with the End User's instructions as communicated to us by you.
- 2.4.8 ensure that our personnel required to access End User Personal Data are subject to a binding duty of confidentiality with regard to such End User Personal Data, and that their access to End User Personal Data is necessary for providing the Services under the Agreement.

2.4.9 upon the expiration or early termination of the Agreement or this Addendum, at your request, securely delete, and certify to you that this has been done, or return to you such End User Personal Data in our possession within a reasonable time, unless the applicable laws require the retention of such End User Personal Data. Until the End User Personal Data are deleted or returned, we shall continue to ensure compliance with this Addendum;

2.4.10 on the condition that you, and where appropriate the End User or the Reseller, have entered into an applicable non-disclosure agreement with us:

- (i) allow you and your authorized representatives to access and review up-to-date attestations, certifications, extracts from reports of independent bodies (e.g., external auditors, internal audit, data protection auditors) or other suitable certifications to ensure compliance with the terms of this Addendum; at the End User's or the Reseller's request you may share these attestations, certifications and reports with the End User or the Reseller and their authorized representatives;
- (ii) if AppLogic Networks has not provided sufficient evidence of its compliance with the terms of this Addendum according to Section 2.4.10(i) above, or where required by the Relevant Law, allow you or independent auditor mutually chosen by the Parties (which shall not be any of AppLogic Networks competitors and provided that they enter into a relevant non-disclosure agreement) to conduct audits (including inspections) during the term of the Agreement to ensure compliance with the terms of this Addendum. If the Parties cannot agree on the choice of the auditor, AppLogic Networks will have the right to appoint the independent auditor at the Distributor's expense to conduct relevant audit. Notwithstanding the foregoing, any audit must be limited to a maximum of 3 business days and conducted during our regular business hours, with 30 days' advance notice in writing to us and subject to reasonable confidentiality procedures. The scope of any audit shall not require us to disclose to you, the End User, the Reseller or independent auditors, or to allow you or independent auditors to access:
 - a. any data or information of any other AppLogic Networks end users or customers;
 - b. any data or information conflicting with privacy rights of our employees under the Relevant Law;
 - c. any AppLogic Networks internal accounting or financial information;
 - d. any AppLogic Networks trade secret;
 - e. any information that, in our reasonable opinion, could: 1) compromise the security of our systems or premises; or 2) cause us to breach our obligations under the Relevant Law, or our security, confidentiality and or privacy obligations to any other AppLogic Networks End User or customer, employee or any third party; or
 - f. any information that you or independent auditors seek to access for any reason other than the good faith fulfilment of your obligations under the Relevant Law and our compliance with the terms of this Addendum.

In addition, audits shall be limited to once per year, unless 1) we have experienced a Security Breach within the prior twelve (12) months that has impacted your End User Personal Data; or 2) an audit is formally requested by a supervisory authority. If we decline or are unable to follow your instructions regarding audits permitted under this Section, you are entitled to terminate this Addendum and the Agreement for convenience. Each party shall bear its own costs in respect of an audit of AppLogic Networks environment.

- 2.5 **Security Breach.** If we become aware of and confirm any accidental, unauthorized or unlawful destruction, loss, alteration, or disclosure of, or access to EU/UK/Swiss End User Personal Data that we process in the course of providing the Services (a “**Security Breach**”), we will notify you without undue delay and will provide reasonable information in our possession to assist you in meeting your obligations to report the Security Breach to the End User or the Reseller as required under the Relevant Law. We may provide this information in phases as it becomes available. Such notification shall not be interpreted as an admission of fault or liability by AppLogic Networks. We will take appropriate and reasonable measures to address the Security Breach, including measures to mitigate its adverse effects.

- 2.6 **Data Transfers.** AppLogic Networks shall be entitled to process EU/UK/Swiss End User Personal Data, including by using Further Sub-processors in accordance with this Addendum, outside the country in which the End User is located as permitted under the Relevant Law, including processing data in third countries.

EU Standard Contractual Clauses. Where AppLogic Networks is established in a third country that does not ensure an adequate level of protection for personal data, in respect of EU End User Personal Data and/or Swiss End User Personal Data, both Parties hereby enter into the EU Standard Contractual Clauses, hereby incorporated by a reference, with the Distributor acting as a data exporter and AppLogic Networks as a data importer.

UK Standard Contractual Clauses. Where AppLogic Networks is established in a third country that does not ensure an adequate level of protection for personal data in respect of UK End User Personal Data, both Parties hereby enter into the UK Standard Contractual Clauses, hereby incorporated by a reference, the Distributor acting as a data exporter and AppLogic Networks as a data importer.

The Parties agree that any rights to audit and sub-processor appointment, pursuant to Standard Contractual Clauses, will be exercised in accordance with Section 2.4.5 and clause 2.4.10 of this Addendum and that for the purposes of Standard Contractual Clauses AppLogic Networks shall notify an End User (only) and not the data subject(s) in case of government access requests. End User shall be solely responsible for promptly notifying the data subjects as necessary.

Where AppLogic Networks is established in a third country that ensures 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, the transfer of End User Personal Data to this third country will be based on the abovementioned transfer mechanism.

If Sandvine Sweden AB is the contracting entity under the Agreement, since it is established in Sweden, a member state of the EU, the transfer of EU/UK/Swiss End User Personal Data to Sweden does not require any additional transfer mechanism, since Sweden is a country that ensures an adequate level of data protection within the meaning of the Relevant Law.

If Sandvine OP UK is the contracting entity under the Agreement, since it is established in the UK, the transfer of EU/UK/Swiss End User Personal Data does not require any additional transfer mechanism, since the UK is a country that ensures an adequate level of data protection within the meaning of the Relevant Law.

- 2.7 **Transfer mechanisms for onward transfers.** For onward transfers of EU/UK/Swiss End User Personal Data from AppLogic Networks to Further Sub-processors in third countries where the applicable onward transfer is (a) not subject to the laws of a jurisdiction recognized by relevant authorities as providing an adequate level of protection for personal data (as described in the Relevant Law); or (b) not 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, AppLogic Networks shall use the terms of the relevant standard contractual clauses for processor-to-processor transfers.
- 2.8 The Distributor shall inform AppLogic Networks of the identity and contact details of the End User on whose behalf AppLogic Networks processes the EU/UK/Swiss End User Personal Data.
- 2.9 At the End User's or the Reseller's request, the Distributor may provide the End User or the Reseller

with a copy of this Addendum any subsequent amendments. To the extent necessary to protect business secrets or other confidential information, including personal data, AppLogic Networks may redact the text of this Addendum prior to the copy being provided to the End User or the Reseller.

3. Miscellaneous

- 3.1 Except as amended by this Addendum, the Agreement will remain in full force and effect. If there is a conflict between any other agreement between the parties, including between the Agreement and this Addendum, this Addendum prevails. If there is a conflict between this Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses will prevail.
- 3.2 This Addendum is subject to the governing law and venue terms in the Agreement, except as otherwise provided in the Standard Contractual Clauses to the extent the Standard Contractual Clauses apply.
- 3.3 For the avoidance of doubt and to the extent allowed by applicable law, any and all liability under this Addendum (including its Schedules and Standard Contractual Clauses, where applicable) will be governed by the limitations of liability and other relevant provisions of the Agreement.
- 3.4 No supplement, modification, or amendment of this Addendum will be binding unless executed concluded in line with Agreement.
- 3.5 If any provision of the Addendum is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Addendum shall remain operative and binding on the parties.

Schedule 1
Processing activities**Categories of data subjects whose personal data are processed**

The End User's subscribers and End User's network users.

Categories of personal data processed

Traffic data of End User's subscribers and End User's network users necessary to provide the Services agreed between the Parties (e.g., header, time stamp, IP, Payload, Port).

Special categories of personal data

AppLogic Networks does not knowingly collect (and the Distributor and the End User shall not provide) any special categories of data (as defined under the Relevant Law).

Nature of the processing (and frequency of transfer)

Depending on the scope of Services and to the extent necessary to provide the Services, AppLogic Networks might occasionally: (i) receive traffic data excerpts from the Distributor or the End User, or (ii) have on-site access, or (iii) have temporary or ad-hoc remote or on-site access to traffic data.

The following processing operations will be carried out, including but not limited to: (i) accessing and processing End User Personal Data in order to provide the Services, i.e. to fulfil Tier 2 support tasks and those Tier 1 support tasks that have been escalated (Tier 2 and Tier 1 support tasks are detailed in the applicable Distributor and Reseller Support Plan); (ii) storing, adapting, using, aligning, combining, transmitting and deleting End User Personal Data.

Subject matter of the processing

The subject matter of the processing is to provide the Services under the Agreement.

Purposes for which the personal data are processed/transferred on behalf of the controller

The Personal Data are processed and transferred for the purposes of providing the Services under the Agreement, i.e. to fulfil Tier 2 support tasks and those Tier 1 support tasks that have been escalated or taken over for execution by AppLogic Networks (Tier 2 and Tier 1 support tasks are detailed in the applicable Distributor and Reseller Support Plan).

Duration of processing

The processing will be carried out throughout the duration of the provision of the Services under the Agreement plus the period from the termination of the Agreement until the deletion of all End User Personal Data.

For Processing by Further Sub-processors

The subject matter, nature and duration of the processing activities performed by Further Sub-processors are in substance the same as described for the controller-processor relationship.

Schedule 2**Processing activities related to transfer to third countries**

This Schedule 2 applies to describe the Processing of Personal Data for the purpose of the EU Standard Contractual Clauses and/or UK Standard Contractual Clauses:

Annex 1/ Appendix 1:**A: List of Parties**

1. **The data exporter** shall be the Distributor at the address set out in the Agreement

The contact person for the Distributor shall be: as described in the Agreement.

The activities relevant to the data transferred are: as described in Annex 1 (Processing Activities) above.

The signature of the data exporter and the date of signature shall be as set out in the Agreement; and the role of the data exporter is that of a controller (in the case of the Distributor's own use) or processor.

2. **The data importer** shall be AppLogic Networks being the contracting Party as identified in the Agreement located in the third country that does not provide an adequate level of data protection.

The contact person for AppLogic Networks is: VP & General Counsel, AppLogic Networks, 410 Albert Street, Suite 201, Waterloo, Ontario N2L 3V3, Canada; email: privacy@applogicnetworks.com

The activities relevant to the data transferred are: as described in Schedule 1 (Processing Activities) above.

The signature of the data importer and the date of signature shall be as set out in the Agreement; and the role of the data importer is that of a processor.

B: Description of transfer***Categories of data subjects whose personal data is transferred:***

Schedule 1 (Processing Activities) above

Categories of personal data transferred:

Schedule 1 (Processing Activities) above

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:

Not applicable.

Frequency of transfer (e.g. whether on a one-off or continuous basis) (EU Standard Contractual Clauses only):

Depending on the scope of services: (i) on continuous basis; (ii) on temporary or (iii) ad-hoc basis

Nature of the processing/ processing operations:

Schedule 1 (Processing Activities) above

Purpose(s) of the data transfer and further processing (EU Standard Contractual Clauses only):

Schedule 1 (Processing Activities) above

Period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period (EU Standard Contractual Clauses only):

Schedule 1 (Processing Activities - Duration) above

For transfers to (sub-) processors, the subject matter, nature and duration of the processing (EU Standard Contractual Clauses only):

As set out in Schedule 1 (Processing Activities) above, to the extent that a sub-processor is needed to provide ongoing Services.

C: Competent supervisory authority (EU Standard Contractual Clauses only)

Where the Distributor is the data exporter, the supervisory authority shall be the competent supervisory authority that has supervision over the Distributor in accordance with Clause 13 of the EU Standard Contractual Clauses.

Annex II/ Appendix 2: technical and organizational measures

See technical and organizational measures, as described at:

https://www.applogicnetworks.com/hubfs/AppLogic_Networks/legal/security-measures.pdf.