This Data Processing Addendum (the "**Addendum**") amends the terms and forms part of any arrangement between you and AppLogic Networks and is incorporated by reference (including reference in a URL), governing the use of the applicable Service(s) acquired directly from AppLogic Networks (the "**Agreement**"), and shall apply only to the extent that the Relevant Law applies to your processing of End User Personal Data and AppLogic Networks processes your EU/UK/Swiss End User Personal Data as a data processor in the course of providing the Service(s) to you.

1.   **Definitions:** Where this Addendum use terms that are defined in the End User License Agreement or any other Agreement those terms shall have the same meaning in this Addendum, unless defined otherwise below. The terms listed below have the following meanings:

(i)   "**Affiliate**" and "**Affiliates**" means any entity directly or indirectly controlling, controlled by or under common control with AppLogic Networks.

(ii)   "**AppLogic Networks**", "**we**", "**us**", "**our**" means the contracting entity identified in your Agreement that might include AppLogic Networks OpCo I LLC or AppLogic Networks OpCo II LLC, each being a company registered in Delaware and whose business offices are at 5800 Granite Parkway, Suite 170, Plano, Texas 75024, United States, or an Affiliate of either of these companies.

(iii)   "**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.

(iv)   "**End User**", "**you**", "**your**" means the end user that is a data controller of End User Personal Data and acquires or receives final delivery of the Service(s).

(v)   "**End User Personal Data**" means the personal data relating to an End User's subscribers and/or its network users which AppLogic Networks processes as a data processor on behalf of an End User in order to provide the Services.

(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, including the GDPR, was applicable prior to its processing 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)   "**GDPR**" means Regulation (EU) 2016/679 of the European parliament and of the Council.

(ix)   "**Relevant Law**" means:

   a.   in the case of EU End User Personal Data, the GDPR and any legislation of the European Union or European Economic Area, or of a Member State of the European Union or European Economic Area;
   b.   in the case of the UK End User Personal Data, the UK GDPR and any legislation of any part of the United Kingdom; and
   c.   in the case of Swiss End User Personal Data, FADP and any Swiss legislation.

(x)   "**Service(s)**" means any service related to Products provided by AppLogic Networks to an End User under the Agreement, in particular under any an End User Support Terms or SOW or order form, but not limited to Professional Services or Support and Maintenance Services, to the extent that it is connected with processing of End User Personal Data.

(xi)   "**Standard Contractual Clauses**" means:

   1)   "**EU Standard Contractual Clauses**" in respect of the 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 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 3.

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) the EU Standard Contractual Clauses in respect of Swiss End User Personal Data 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.

(xii) "**Sub-processor**" means any entity engaged by AppLogic Networks and authorized as another processor to have access to and process End User Personal Data in order to provide parts of the Services.

(xiii) "**Swiss End User Personal Data**" means End User Personal Data to which Swiss data protection legislation, including the FADP, was applicable prior to its processing by AppLogic Networks.

(xiv) "**UK End User Personal Data**" means End User Personal Data to which data protection legislation of the United Kingdom, including the UK GDPR, was applicable prior to its processing by AppLogic Networks.

(xv) "**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. Application

2.1 If this Addendum is entered into by AppLogic on behalf of any of its Affiliates having a direct contractual relationship with you, AppLogic hereby represents and warrants that it has been duly and effectively authorized by each such Affiliate to bind them by entering into this Addendum on its behalf,

to vary the Agreement on the terms set out in this Addendum, and to enforce the provisions of this Addendum, including any Standard Contractual Clauses introduced pursuant to it on the Affiliate's behalf.

2.2   If this Addendum is entered into by an entity that is not an End User within the meaning of this Addendum, the entity entering into this Addendum hereby represents and warrants that it has been duly and effectively authorized by an End User to bind such an End User by entering into this Addendum on its behalf, and to enforce the provisions of this Addendum, including any Standard Contractual Clauses entered pursuant to it on an End User's behalf.

3.   Data Protection

3.1   Schedule 1 of this Addendum sets out the subject matter, nature and purpose of the processing, the duration of processing, the types of personal data we process, and the categories of data subjects whose personal data might be provided to us.

3.2   The End User 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 that its processing of End User Personal Data complies with the Relevant Law.

3.3   When we process EU or UK or Swiss End User Personal Data during the course of providing the Services to you, we will:

3.3.1   process End User Personal Data only upon the receipt of documented instructions from you (as set forth in this Addendum, the Agreement, 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 doing so on important public interest grounds;

3.3.2   notify you promptly if, in our opinion, an instruction for the processing of End User Personal Data given by you infringes the applicable Relevant Law, but you acknowledge that we will not be obliged to undertake additional work or screening to determine if your instructions are compliant with Relevant Law;

3.3.3   assist you, taking into account the nature of the processing:

(i)   by means of appropriate technical and organizational measures and, where possible, in fulfilling your obligation to respond to requests from data subjects exercising their rights;

(ii)   in ensuring compliance with the 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 processors as set out in Article 28 of the GDPR/UK GDPR have been met.

3.3.4   implement and maintain appropriate technical and organizational measures, as described at: https://www.applogicnetworks.com/hubfs/AppLogic_Networks/legal/security-measures.pdf to protect 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 state of the art technology, the costs of implementation as well as the nature, scope, context and purposes of the processing of End User Personal Data. We may amend technical and organizational measures without notice, provided that that such updates do not result in a material reduction in the security of the Services;

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

A list of current 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.

We may update or change the list of Sub-processors, which we will notify you of 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 any changes within that timeframe if you have a legitimate and justified reason for doing so under the Relevant Law or reasonable and justified security concerns. If you object, you may terminate the Addendum by submitting written notice to AppLogic Networks. Such termination shall take effect at the time determined by the End User and no later than 30 days from the date of a notice from AppLogic Networks to an End User advising of a new Sub-processor. After the Addendum is terminated, we might not be able to provide you with Services for which we need access to your Personal Data. If you do not terminate the Addendum within the 30-day period, you are deemed to have accepted the new Sub-processor. The authorization of a sub-processor pursuant to this clause shall constitute your prior written consent for the appointment of the relevant sub-processor. Any termination under this Section shall be deemed to be without fault on the part of either Party and shall be subject to the terms of the Agreement.

At your request, we will provide a copy of such 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 sub-processing relationship.

3.3.6 be granted a general authorization to replace a 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 case, we will inform you of the replacement as soon as possible following its appointment. Your right to object described in Section 3.3.5 above applies accordingly.

3.3.7 promptly notify an End User about any inquiry or request received directly from a data subject, and not respond to that inquiry or request itself unless and until we have been authorized to do so by an End User. AppLogic Networks will reasonably cooperate with an End User to provide the necessary details in AppLogic Networks possession and comply with End User instructions.

3.3.8 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 Services under the Agreement.

3.3.9 upon the expiration or early termination of the Agreement or this Addendum, or at your written request, securely delete, and at your request 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 End User Personal Data is deleted or returned, AppLogic Networks shall continue to ensure the security of such data in accordance with this Addendum;

3.3.10 provided that you 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;

(ii) if AppLogic Networks has not provided sufficient evidence of its compliance with the terms of this Addendum pursuant to Section 3.3.10(i) above, or where required by the Relevant Law or the Standard Contractual Clauses (where applicable), 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 End User'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 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 or other applicable laws.

    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 towards 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 one per year, unless 1) we have experienced a Security Breach within the prior twelve (12) months which has impacted your End User Personal Data; or 2) an audit is formally requested by a supervisory authority under Relevant Law. Each Party shall bear their own costs in respect of an audit of AppLogic Networks environment.

3.4 **Security Breach.** If we become aware of and confirm any accidental, unauthorized or unlawful destruction, loss, alteration, or disclosure of, or access to your 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 provide reasonable information in our possession to assist you in meeting your obligations to report the Security Breach 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 on the part of AppLogic Networks. We will take appropriate and reasonable measures to address the Security Breach, including measures to mitigate its adverse effects.

3.5 **Data Transfers.** AppLogic Networks shall be entitled to process EU/UK/ Swiss End User Personal Data, including such processing performed by Sub-processors in accordance with this Addendum, outside the country in which an End User is located as permitted under Relevant Law. The Parties agree that this subsection shall apply only if EU/UK/Swiss End User Personal Data is transferred outside the European Economic Area (EEA) or the UK or Switzerland to a AppLogic Networks Affiliate

located in a third country.

3.5.1 **Adequate protection.** Where AppLogic Networks, as a Party to this Addendum, 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 EU/UK/Swiss End User Personal Data to this third country will be based on such transfer mechanism.

3.5.2 **EU Standard Contractual Clauses**. Where AppLogic Networks, as a Party to this Addendum, 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 an End User acting as a data exporter and AppLogic Networks as a data importer.

3.5.3 **UK Standard Contractual Clauses.** Where AppLogic Networks, as a Party to this Addendum, 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, with an End User as a data exporter and AppLogic Networks as a data importer.

3.5.4 The Parties agree that any rights to audit and sub-processor appointment, pursuant to clauses Standard Contractual Clauses, will be exercised in accordance with clause 3.3.5 and clause 3.3.10 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.

3.6 **Transfer mechanisms for onward transfers.** For onward transfers of EU/UK/Swiss End User Personal Data from AppLogic Networks to Sub-processors in third countries where the applicable onward transfer is (a) not subject to the laws of a jurisdiction recognized by the 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 transfer.

4. Miscellaneous

4.1 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 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.

4.2 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.

4.3 For the avoidance of doubt and to the extent allowed by applicable law, any and all liability of AppLogic Networks together with all its Affiliates arising out of or related to this Addendum (including its Schedules and Standard Contractual Clauses, where applicable) will be governed by the limitations of liability and other relevant provisions of an End User License Agreement or any other applicable agreement, in case End User License agreement is not binding.

4.4 No supplement, modification, or amendment of this Addendum will be binding unless executed in writing by a duly authorized representative of each Party to this Addendum (which may take a form equivalent to the form of entering into the Addendum, by way of clicking "Accept" of the supplement, modification or amendment of this Addendum).

4.5   Whenever this Addendum refers to written form, electronic form such as email or clicking "Accept" shall be sufficient. The execution of the Addendum/Agreement being deemed to be the signature and dating of the Standard Contractual Clauses and with the Annexes and/ or Appendices to the Standard Contractual Clauses being as set out in this Addendum.

4.6   If any provision of the Addendum is held illegal or unenforceable in judicial proceedings, 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 is processed

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

Categories of personal data processed

Traffic data of an End User's subscribers and an 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 an 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 have continuous, temporary or ad-hoc remote access to traffic data or on ad-hoc basis: (i) have on-site access or (ii) receive traffic data excerpts from an End User.

The following processing operations will be carried out, including but not limited to: (i) accessing and processing EU/UK or Swiss End User Personal Data in order to provide the Services, including but not limited to responding to End User support tickets and requests; (ii) storing, adapting, using, aligning, combining, transmitting and deleting EU/UK or Swiss End User Personal Data.

Subject matter of the processing

The subject matter of the processing is to provide the Services to the End User.

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

The personal data is processed and transferred for the purposes of providing the Services agreed between the Parties, which includes handling support tickets or requests from an End User.

Duration of processing

The processing will be carried out throughout the duration of the provisions of the Services to the End User as well as during the period from the termination of the Agreement until the deletion of all EU/UK or Swiss End User Personal Data in accordance with this Addendum.

For Processing by sub-processors

The subject matter, nature and duration of the processing activities performed by Sub-processors are in substance the same as described above.

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 Standard Contractual Clauses:

Annex 1/ Appendix 1:

A: List of Parties

The data exporter shall be an End User identified in the Addendum.

The contact person for the End User shall be: The contact details associated with an End User's account, or as otherwise specified in the Addendum or the Agreement.

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

The Parties agree that the execution of the Agreement or Addendum by the data importer and the data exporter will constitute the execution of these Standard Contractual Clauses by both Parties as of the effective date.

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 shall be: 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 Parties agree that the execution of the Agreement by the data importer and the data exporter will constitute the execution of these Standard Contractual Clauses by both Parties as of the effective date.
The role of the data importer is 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 a 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 the sub-processor is needed to provide ongoing Services.

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

Where an End User is the data exporter, the supervisory authority shall be the competent supervisory authority that has supervision over an End User 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.