

**Amendment to Data Processing Addendum/Agreement  
(Updated Standard Contractual Clauses/Sub-Processors)**

This Amendment to Data Processing Addendum/Agreement (the “**DPA Amendment**”) between Centercode, Inc. (“**Centercode**”) and the undersigned Centercode customer (“**Customer**”) is effective as of the date of last execution of this DPA Amendment (the “**Effective Date**”) and is incorporated into the parties existing data processing addendum, agreement, or terms (the “**DPA**”).

Considering the European Commission’s Decision (EU) 2021/914 of 4 June 2021, and the UK Information Commissioner’s March 21, 2022, adoption of the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses, Centercode and Customer hereby amend the DPA as follows to replace the standard contractual clauses for Processors approved pursuant to the European Commission Decision of 5 February 2010 included or incorporated therein by reference (“**Old Form SCCs**”):

1. All references in the DPA to the standard contractual clauses for Processors approved pursuant to the European Commission Decision of 5 February 2010 and references therein to specific clauses of the Old Form SCCs shall hereby be replaced by references to the standard contractual clauses for Processors annexed to the European Commission’s Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (the “**Standard Contractual Clauses**”), and the corresponding clauses thereof, which shall apply instead of the Old Form SCCs (where applicable) as of the Effective Date, as applied in this DPA Amendment.
2. In relation to the transfer of personal data that is subject to the General Data Protection Regulation (EU) 2016/679, as it may be amended, superseded, or replaced (the “**GDPR**”), the parties agree that:
  - a. Customer is the “data exporter” and Centercode is the “data importer”
  - b. the Module Two terms apply to the extent the Customer is a Controller of the personal data and Module Three terms apply to the extent the Customer is the Processor of the personal data;
  - c. in Clause 7, the optional docking clause will not apply;
  - d. in Clause 9, Option 2 will apply and the time period for prior notice of sub-processor changes shall be thirty (30) days;
  - e. in Clause 11, the optional language will not apply;
  - f. in Clauses 17 and 18, the parties agree that the governing law and forum for disputes for the Standard Contractual Clauses will be as set forth in the parties’ DPA, or if it is not specified in the DPA, it shall be the Republic of Ireland (without reference to conflicts of law principle); and
  - g. the Annexes of the Standard Contractual Clauses will be deemed completed with the information set out in Exhibits 1 and 2 to this DPA Amendment.
3. In relation to the transfer of personal data that is subject to the GDPR as it forms part of the United Kingdom domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as it may be amended, superseded, or replaced (the “**UK GDPR**”), the parties agree that the Standard Contractual Clauses as provided in Section 2 of this DPA Amendment shall apply with the following modifications:
  - a. the Standard Contractual Clauses will be modified and interpreted in accordance with the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner under section 119A(1) of the Data Protection Act 2018 currently found at <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>, as may be amended, superseded, or replaced (the “**UK SCC Addendum**”), which will be incorporated into and form a part of the Standard Contractual Clauses;
  - b. Tables 1, 2, and 3 of the UK SCC Addendum will be deemed completed with the information set out in Exhibits 1 and 2 to this DPA Amendment; and

- c. any conflict between the terms of the Standard Contractual Clauses and the UK SCC Addendum will be resolved in accordance with Section 10 and Section 11 of the UK SCC Addendum.
4. In relation to the transfer of personal data that is subject to the Swiss Federal Data Protection Act on 19 June 1992 and its Ordinance as it may be amended, superseded, or replaced (“**Swiss FDPA**”), the parties agree that the parties agree that the Standard Contractual Clauses as provided in Section 2 of this DPA Amendment shall apply with the following modifications:
  - a. references to “Regulation (EU) 2016/679” will be interpreted as references to the Swiss FDPA;
  - b. references to “EU,” “Union,” and “Member State Law” will be interpreted as references to Swiss law; and
  - c. references to the “competent supervisory authority” and “competent courts” will be replaced with the “Swiss Federal Data Protection and Information Commissioner” and the “competent courts of Switzerland.”
5. The parties do not intend to contradict or restrict any of the provisions set forth in the Standard Contractual Causes or the UK SCC Addendum and accordingly, if and to the extent the Standard Contractual Causes and/or the UK SCC Addendum conflict with any provision of the DPA or the Customer agreement to which the DPA is incorporated, the Standard Contractual Causes and/or the UK SCC Addendum, as applicable, shall prevail to the extent of the conflict.
6. The parties agree to update the list of approved sub-processors, with Customer hereby authorizing the sub-processors identified at <https://www.centercode.com/legal/sub-processors>.
7. Except as otherwise amended by this DPA Amendment, all provisions of the DPA will remain in full force and effect. If there is a conflict between this DPA Amendment and the DPA (including any of its prior amendments), the terms of this DPA Amendment shall prevail. This DPA Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. The parties may sign and deliver this Amendment by electronic signature.

By signing this DPA Amendment below, each party represents that it has the authority to enter into this DPA Amendment on behalf of the entity listed and agrees to the terms and conditions in this DPA Amendment.

**Centercode, Inc.**

**Customer**

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## Exhibit 1

### Details of Processing

#### A. LIST OF PARTIES

##### **Data exporter(s):**

**Name:** The entity identified as “Customer” in the parties’ agreement to which the Standard Contractual Clauses are attached or incorporated by reference (the “Agreement”) on behalf of itself and its affiliates that are permitted to use data importer’s services (the “Services”) pursuant to the Agreement.

**Address:** The Customer’s address, as set out in the parties’ Agreement.

**Contact person’s name, position and contact details:** The Customer’s contact details, as set out in the parties’ Agreement and/or as set out in the Customer’s account with data importer.

**Activities relevant to the data transferred under these Clauses:** Processing of Personal Data in connection with data exporter’s use of the data importer’s Services.

**Role (controller/processor):** Controller

##### **Data importer(s):**

**Name:** Centercode, Inc.

**Address:** 23422 Mill Creek Drive, Suite 105, Laguna Hills, CA 92653

**Contact person’s name, position and contact details:** Luke Freiler, President, CEO, and Data Protection Officer, Centercode, Inc., 23422 Mill Creek Drive, Suite 105, Laguna Hills, CA 92653

**Activities relevant to the data transferred under these Clauses:** Processing of Personal Data in connection with data exporter’s use of the data importer’s Services.

**Role (controller/processor):** Processor

#### B. DESCRIPTION OF TRANSFER

##### **Categories of data subjects whose personal data is transferred:**

Data exporter may submit Personal Data in the course of using the Services as determined and controlled by the data exporter in its sole discretion subject to prohibitions contained in the Agreement, and which may include but is not limited to Personal Data relating to the following categories of data subjects:

customers and customer prospects of the data exporter; employees and contractors of the data exporter; participants or prospective participants in product and service tests (e.g., Beta and Delta tests) performed by or on behalf of data exporter, and other end-users

**Categories of personal data transferred:**

Data exporter may submit Personal Data in the course of using the Services as determined and controlled by the data exporter in its sole discretion subject to prohibitions contained in the Agreement, and which may include but is not limited to the following categories of Personal Data:

full name, user identification, title, position, employer, email, phone number, address, gender, age, date of birth, professional life data, personal life data, connection data, location data, preferences, opinions, device or service ownership, possession and/or usage data, experiential data, photographs, audio, video, and any other personal data submitted by data exporter or its end users using the Services

**Sensitive data transferred and applied restrictions or safeguards:**

None. Data exporter is not permitted to collect “sensitive data” pursuant to the terms of the parties’ Agreement.

**The frequency of the transfer:**

Continuous

**Nature of the processing:**

Processing activities in the performance of the Services (including providing customer and technical support and as further instructed by data exporter in connection with its use of the Services) as set forth in the Agreement and/or as compelled by applicable law. Data exporter instructs data importer to Process Personal Data for these purposes in the countries in which data importer or its Sub-Processors maintain facilities as necessary for the provision of the Services as identified in the Agreement.

**Purpose of the data transfer and further processing:**

Data importer will process Personal Data as necessary to provide the Services pursuant to the Agreement, as further specified in the parties’ order form and as further instructed by data exporter in its use of the Services.

**The period for which the personal data will be retained:**

Data importer will process the Personal Data for the duration of the Agreement, including any period following the end of the Agreement designated for transition of Services and data as specified in the Agreement, unless otherwise agreed in writing.

**Sub-Processors:**

Centercode’s Sub-Processors, including contact information and a description of the processing, are as identified in the Agreement and at <https://www.centercode.com/legal/sub-processors>.

**For transfers to (sub-) processors, the subject matter, nature and duration of the processing:**

The subject matter, nature, and duration of the processing are described in the parties’ Agreement.

### **C. COMPETENT SUPERVISORY AUTHORITY**

For the purposes of the Standard Contractual Clauses, the supervisory authority that shall act as competent supervisory authority shall be as determined in accordance with the GDPR.

## **Exhibit 2**

### **Technical and Organizational Security Measures**

The description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications), including any to be taken by its sub-processors, to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons are as specified in the parties' Agreement and DPA.