

PairConnex Data Processing Agreement

This data processing agreement (the “**DPA**”) is incorporated into the services agreement between PairConnex and the Client (the “**Agreement**”).

1. Definitions

Capitalized terms not defined herein have the meanings assigned to them in the Agreement.

In this DPA:

“**Client Personal Information**” means personal information provided to PairConnex by or on behalf of the Client for the purposes of the Services, including all Personal Information relating to Authorized Users.

“**Confidentiality Incident**” means a security breach resulting in the destruction, loss, alteration, unauthorized disclosure of, or accidental or unlawful access to, Client Personal Information transmitted, stored or otherwise Processed by PairConnex and/or Subprocessors in connection with the provision of the Services. For greater certainty, unsuccessful attempts to access systems hosting Client Personal Information are not considered Confidentiality Incidents.

“**Data Subject**” means the individual to whom the Personal Information relates.

“**Personal Information**” means any information relating to an identified or identifiable individual or any information defined as such under Privacy Laws.

“**Privacy Laws**” means all applicable laws and regulations governing privacy and personal information in Canada, as amended, repealed, consolidated or replaced from time to time.

“**Processing**” or “**Process**” means any operation performed in respect of Personal Information, including the collection, alteration, use, disclosure, erasure or communication of Personal Information;

“**Services**” means the services to be provided by PairConnex to the Client in accordance with the Agreement.

“**Subprocessor**” means any person engaged by PairConnex or its Affiliates to assist in fulfilling PairConnex's obligations with respect to the provision of the Services under the Agreement. Subprocessors may be third parties or PairConnex Affiliates, but do not include individuals employed or engaged by PairConnex.

2. Processing of Client Personal Information

- 2.1 PairConnex shall Process Client Personal Information only in accordance with the Client's instructions for the purpose of providing the Services to the Client.
- 2.2 PairConnex shall not Process Client Personal Information for any purposes of its own.
- 2.3 Subject to Section 8, PairConnex may Process Client Personal Information at facilities located anywhere in North America, to the extent that the Processing of Personal Information in that jurisdiction is generally permitted under Privacy Laws.

3. Compliance with Privacy Laws

- 3.1 PairConnex and the Client shall carry out all Processing of Personal Information in connection with the Services in accordance with all Privacy Laws.
- 3.2 PairConnex is not responsible for complying with Privacy Laws applicable to the Client or the Client's industry that are not generally applicable to PairConnex, except to the extent that the requirements of such laws are expressly incorporated into the Agreement.
- 3.3 If PairConnex believes that it cannot Process Client Personal Information in accordance with the Client's instructions because of a requirement under applicable Privacy Laws, PairConnex shall (i) promptly inform the Client of that legal requirement to the extent permitted by applicable law; and (ii) where applicable, cease the Processing activities considered prohibited until the Client issues new instructions that comply with applicable law. PairConnex shall not be liable to the Client under the Agreement for any failure to perform its obligations until PairConnex reasonably determines that the Client's instructions comply with applicable law.

4. Confidentiality and Security

- 4.1 PairConnex shall implement and maintain appropriate technical and organizational security measures consistent with industry standards to protect Client Personal Information against any Confidentiality Incident. PairConnex may modify or update its security measures at its discretion, provided that such modification or update does not result in a material degradation of the protection afforded by the security measures.
- 4.2 PairConnex shall treat Client Personal Information as the Client's confidential information and shall ensure that its employees or collaborators authorized to access or Process Client Personal Information are subject to appropriate confidentiality obligations, whether contractual or imposed by applicable law, with respect to Client Personal Information.
- 4.3 PairConnex shall delete or return to the Client all Client Personal Information Processed in accordance with this DPA upon termination or expiry of the Agreement. PairConnex may retain copies of Client Personal Information where required by applicable law or where Client Personal Information has been archived on backup systems, in which case such data shall be isolated and protected against any further Processing and deleted in accordance with PairConnex's standard deletion practices.

5. Client Obligations

- 5.1 The Client is responsible for ensuring that its use of the Services or the Platform complies with all applicable Privacy Laws, including by ensuring that:
 - (a) it is authorized to appoint PairConnex to Process Client Personal Information on its behalf in accordance with this DPA and the Agreement;
 - (b) it has the right to transfer Personal Information to PairConnex and the Subprocessors, or grant them access to such information for Processing, in accordance with the Agreement, including this DPA; and
 - (c) the Client's instructions regarding the Processing of Personal Information comply with Privacy Laws and the laws applicable in the Client's jurisdiction;

- 5.2 The Client shall notify PairConnex in writing as soon as possible if it has reason to believe, or has been notified, that the Processing of Personal Information carried out by the Client through the Services violates or may violate Privacy Laws.

6. Security Breach

- 6.1 PairConnex shall promptly notify the Client upon becoming aware of a Confidentiality Incident and shall provide timely information concerning that Confidentiality Incident as such information becomes known or is reasonably requested by the Client.
- 6.2 Upon request, PairConnex shall provide the Client with reasonable assistance necessary to enable the Client to notify any Confidentiality Incident to supervisory authorities and/or Data Subjects where such notification is required under Privacy Laws.

7. Subprocessors

- 7.1 PairConnex may engage Subprocessors to Process Client Personal Information. The current Subprocessors are listed in Schedule A hereto. The Client shall be notified of any change of Subprocessor by email at the email address associated with the Client's account.
- 7.2 PairConnex shall engage Subprocessors that undertake to provide at least the same level of protection for Personal Information as that provided under this DPA, taking into account the nature of the services provided by each Subprocessor. PairConnex remains responsible for each Subprocessor's compliance with the obligations under this DPA and for any act or omission of a Subprocessor that results in a breach of PairConnex's obligations under this DPA.

8. Transfers of Personal Information

- 8.1 PairConnex may Process Personal Information, other than European Data as defined below where applicable, in any jurisdiction where such Processing is permitted under applicable Privacy Laws.
- 8.2 To the extent that Client Personal Information is subject to the European Union General Data Protection Regulation (the “**GDPR**”) (the “**European Data**”), it shall be Processed (i) in a jurisdiction that provides an adequate level of protection under a decision of the European Commission, (ii) in any other jurisdiction by an organization that provides appropriate safeguards, including through the EU Standard Contractual Clauses (the “**EU SCCs**”), or (iii) in any jurisdiction with the written consent of the Client or the Data Subject, as applicable.
- 8.3 Where European Data is Processed in a third country, the parties shall be deemed to have entered into the EU SCCs, which are incorporated by reference, solely with respect to the relevant Personal Information and the relevant Processing. The parties agree that, for purposes of the EU SCCs:
- (a) if the Client is a controller and PairConnex is a processor, Module 2 (controller-to-processor) shall apply;
 - (b) if the Client is a processor and PairConnex is a subprocessor, Module 3 (processor-to-processor) shall apply;

- (c) in Clause 7, the optional docking clause shall not apply;
- (d) in Clause 9, Option 2 shall apply and the written notice period for changes of Subprocessors shall be ten (10) days;
- (e) in Clause 11, the optional language shall not apply;
- (f) in Clause 17 (Option 1), the governing law shall be the law of France;
- (g) in Clause 18(b), disputes shall be resolved by the courts of France;
- (h) PairConnex shall be the “data importer” and the Client shall be the “data exporter” on its own behalf and on behalf of its authorized affiliates, where applicable;
- (i) the relevant information set out in the schedules to this DPA, including the details of the Processing and the security measures where applicable, shall be deemed included in the annexes to the EU SCCs;
- (j) if and to the extent that the EU SCCs conflict with any provision of this DPA, the EU SCCs shall prevail to the extent of such conflict.

8.4 To the extent that a transfer of Personal Information between the Client and PairConnex and/or a Subprocessor is subject to the UK GDPR and such Processing takes place in a third country, the Client and PairConnex agree that the UK International Data Transfer Agreement (the “**UK IDTA**”) shall apply to Personal Information transferred from the United Kingdom, whether directly or by onward transfer, to any country or recipient outside the United Kingdom that is not recognized by the competent United Kingdom regulatory authority or governmental body as providing an adequate level of protection. The UK IDTA shall be deemed entered into and incorporated into this DPA by reference and completed as follows:

- (a) in Table 1 of the UK IDTA, the parties' contact information and key information are set out in the Agreement and/or this DPA, including, where applicable, in the schedule describing the details of the Processing;
- (b) in Table 2 of the UK IDTA, the approved version of the EU SCCs, the selected modules and clauses are set out in paragraph 8.c above and, where applicable, in the relevant schedules to this DPA;
- (c) in Table 3 of the UK IDTA: (i) the list of parties is set out in the Agreement and/or this DPA; (ii) the description of the transfer is set out in this DPA and/or its schedules; (iii) Annex II (technical and organizational measures) is set out, where applicable, in the schedule to this DPA concerning security measures; and (iv) the list of Subprocessors is set out in Schedule A - Subprocessors to this DPA;
- (d) in Table 4 of the UK IDTA, both the importer and the exporter may terminate the UK IDTA in accordance with its terms.

8.5 To the extent that a transfer of Personal Information between the Client and PairConnex and/or a Subprocessor is subject to the Swiss Federal Act on Data Protection (the “**FADP**”), the EU SCCs shall apply and are incorporated into this DPA by reference, and shall be deemed completed as follows:

- (a) the parties agree to comply with the EU SCCs, as modified by the provisions of this paragraph 8.e;

- (b) the term “**personal data**” shall be deemed to include information relating to an identified or identifiable legal entity;
- (c) references to articles of the GDPR shall be deemed to refer to the corresponding articles of the FADP;
- (d) references to the competent supervisory authority in paragraph 8.c shall be deemed to refer to the Federal Data Protection and Information Commissioner;
- (e) references to Member States and/or the European Union shall be deemed to include Switzerland;
- (f) references to the European Union shall be deemed to include Switzerland;
- (g) where the EU SCCs use terms defined in the GDPR, such terms shall be deemed to have the meaning of the equivalent term under the FADP.

9. Third-Party Requests

- 9.1 The Client is responsible for responding to any request from a Data Subject or supervisory authority concerning Client Personal Information (a “**Request**”), and the Client shall first use the available Platform functionality to retrieve the relevant information concerning the Processing of Client Personal Information.
- 9.2 If the Client is unable to respond independently to a Request, PairConnex shall provide reasonable assistance to the Client, at the Client's expense, in responding to a Request concerning the Processing of Client Personal Information. Except to the extent that a Request is based on PairConnex's failure to comply with its obligations under this DPA, the Client shall reimburse PairConnex for the reasonable costs incurred in providing assistance to the Client.
- 9.3 If a Request or other communication concerning the Processing of Client Personal Information is addressed directly to PairConnex, PairConnex shall promptly notify the Client and instruct the person or entity submitting the Request to submit it directly to the Client. The Client shall be solely responsible for providing a substantive response to any Request or communication involving Client Personal Information.

10. Audit Rights

- 10.1 Upon request and reasonable prior notice to PairConnex, the Client may, at its own expense, conduct the audits necessary to confirm that Client Personal Information Processed by PairConnex on the Client's behalf is Processed in accordance with the Client's instructions. At the Client's request, PairConnex shall provide access to the facilities where Client Personal Information is Processed and permit an audit and inspection of the Processing carried out by PairConnex. Such audit may be conducted by the Client and/or a third party acting on the Client's behalf and selected by the Client with PairConnex's reasonable approval. The Client shall take all necessary measures to avoid causing damage or disruption to the premises, equipment, personnel and operations of PairConnex and its Affiliates.
- 10.2 The Client and PairConnex shall agree in advance on the nature, scope and duration of any audit conducted by the Client, and the Client shall reimburse PairConnex for all reasonable

costs associated with such audit, which may be estimated at the Client's request before the audit begins.

11. Limitation of Liability

- 11.1 The aggregate liability of each party and its Affiliates arising out of or relating to this DPA, whether in contract, tort or under any other legal theory, shall be limited to the total Fees paid by the Client to PairConnex for the Services during the twelve (12) months preceding the event giving rise to liability.

12. General

- 12.1 *Precedence.* In the event of any inconsistency between a provision of this DPA and any other provision of the Agreement, the provisions of this DPA shall prevail, unless and to the extent that the Agreement expressly provides that another provision of the Agreement shall prevail or that a provision of this DPA is overridden or amended.
- 12.2 *Amendment.* PairConnex may amend this DPA to reflect changes to its Personal Information Processing practices. Any amendment other than changes intended to clarify the language, which shall be communicated to the Client in the ordinary course, shall be submitted to the Client and shall not apply unless accepted by the Client. The Client shall have the option to accept the amendment or terminate its Subscription to the Services.
- 12.3 *Severability.* If any provision of this DPA is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this DPA shall not be affected.

Schedule A - Subprocessors

Subprocessor	Processing Details	Processing Location and/or Privacy Policy
Microsoft Azure	Hosting the PairConnex Platform and storage of data.	Processing Location: Canada Microsoft Privacy Statement
Stripe, LLC	Processing of payments and management of financial transactions carried out through the PairConnex Platform.	Stripe Privacy Policy
Whereby AS	Provision of videoconferencing and webcasting services integrated into the PairConnex Platform.	Whereby Privacy Policy
WhatsApp LLC	Messaging services.	WhatsApp Privacy Policy
Twilio Inc.	Sending text messages (Twilio SMS), transactional and marketing emails (Twilio SendGrid), and notifications to Platform users.	Twilio Privacy Policy
OpenAI API	Provision of artificial intelligence services used for certain Platform features, based on the settings configured by PairConnex.	OpenAI Privacy Policy
Google Firebase	Sending notifications through the mobile application.	Firebase Privacy Policy
Atlassian Confluence	Help documentation for administrators of the administration console.	Atlassian Privacy Policy