Somos Enterprise Customer Data Processing Agreement

Version effective as of April 1, 2023 (the "**DPA Effective Date**").

By entering into a Main Agreement referring to this Data Processing Agreement, you as Customer agree to the terms set forth herein, which are incorporated into the Main Agreement by reference. By entering into such Main Agreement, the parties are deemed to have signed all Exhibits, Attachments, Annexes, Schedules, and Appendices to this DPA where applicable.

This Somos Enterprise Customer Data Processing Agreement ("**DPA**") covers the products and services provided to Customer (as defined below) by or on behalf of Somos Enterprise, Inc., a Delaware corporation, with a principal place of business at Two Tower Center Blvd., 20th Fl., East Brunswick, NJ 08816, and any of its affiliates, as applicable (collectively, "**Somos Enterprise**") under a respective services agreement or other contract ("**Main Agreement**") between Somos Enterprise and the contracting party receiving products and services under the Main Agreement ("**Customer**"), as sold by Somos Enterprise or an authorized reseller or distributor ("**Products and Services**"), and is entered into by and between Somos Enterprise and Customer effective as of the later of (a) the date Somos Enterprise and Customer entered into the Main Agreement or (b) the DPA Effective Date.

1. **Definitions.** The following terms used in this DPA shall have the meaning indicated below.

1.1 "Customer Data" shall mean the data provided to Somos Enterprise by or on behalf of Customer and that is processed by Somos Enterprise solely on behalf of Customer in connection with the Main Agreement.

1.2 "Data Protection Requirements" shall mean any applicable laws or regulations applicable to the processing of personal data or personal information (or similar term under the applicable law or regulation). As used in this DPA, "**processing**" means any operation or set of operations performed on data or on 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. In addition to any other applicable laws or regulations, Data Protection Requirements shall include, in each case to the extent applicable, the European Union General Data Protection Regulation ("**GDPR**") and related national and local laws and regulations, the United Kingdom Data Protection Act (as subsequently amended, including by the UK General Data Protection Regulation (the "**UK GDPR**")), and the **California Consumer Privacy Act** (as subsequently amended, including by the California Privacy Rights Act (together with any regulations promulgated thereunder, collectively, "**CCPA**")).

1.3 "Licensed Purposes" shall mean the following telecommunications-related activities, solely to the extent they are lawful under applicable laws and regulations: sourcing communications, routing communications, rating communications (calculating charges, fees and payments), administration of communications and infrastructure (including billing and tracking for regulatory compliance purposes), and communications fraud detection and prevention. For the avoidance of doubt, Licensed Purposes expressly exclude marketing, advertising or promotions to any individual data subjects or any profiling (automated or otherwise) of individual data subjects.

1.4 "Personal Data/personal data", "Personal Information/personal information", "Data Subject/data subject", "Process/process", "Processor" and **"Controller"** (or similar term under the applicable Data Protection Requirements), shall each have the meaning given to them in applicable Data Protection Requirements.

1.5 "Standard Contractual Clauses" or **"SCCs"** shall mean the Standard Contractual Clauses approved in the European Commission Implementing 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, available at: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX:32021D0914&locale=en (or such updated version(s) as may be approved by the European Commission), together with the required information set forth in the **Annex A** hereto.

1.6 "**Somos Enterprise Data**" shall mean all data of Somos Enterprise (including any of its affiliates), including data from the Products and Services accessed by or on behalf of Customer through queries, use of application programming interfaces (APIs), secure file transfer (FTTPS), a customer portal or any other methods whatsoever.

Any other terms that are capitalized, but not defined below, shall have the meaning as defined in the applicable Data Protection Requirements and/or the Main Agreement. In the event of a conflict between the Main Agreement and applicable Data Protection Requirements, the applicable Data Protection Requirements shall govern solely to the extent they are applicable and solely to the extent necessary to resolve such conflict.

2. General Provisions.

2.1. ***Customer Data***: Pursuant to the Main Agreement, all Customer Data shall be the Confidential Information of Customer. Somos Enterprise will only process Customer Data on behalf of Customer in providing the Products and Services to Customer pursuant to the Main Agreement and in improving such Products and Services through aggregated, de-identified analytics.

2.2. ***Somos Enterprise Data***: As between Somos Enterprise and Customer, Somos Enterprise acts as the Controller of Somos Enterprise Data and Customer may process Somos Enterprise Data only as permitted under the Main Agreement and this DPA. Specifically, Customer's license to process Somos Enterprise Data is limited to the Licensed Purposes and any other purposes expressly set forth in the Main Agreement, and solely to the extent lawful and permitted under applicable Data Protection Requirements. Customer shall ensure that Customer's agreements with any customers or partners of Customer prohibit any processing outside of the Licensed Purposes and require such customers and/or partners to comply with all applicable laws.

2.3. ***Data Retention***: Each party may retain data received from the other party for twelve (12) months following termination or expiration of the Main Agreement solely for billing, audit and business records purposes, or for any longer period set forth in Somos Enterprise's or its applicable affiliate's Data Retention Policy, which shall be provided to Customer upon request, or any longer period required by applicable laws or regulations (such as for tax or regulatory compliance).

2.4. ***Global Processing***: Due to the global nature of telecommunications, the parties acknowledge and agree that data received by a party may be processed by the receiving party anywhere in the world in connection with the Products and Services, including for IT security purposes, maintenance, infrastructure, operations, administration, technical support, updates, upgrades and other enhancements. The parties shall comply with any applicable embargo or sanction restrictions, and shall cooperate to comply with any applicable data localization requirements or data export restrictions.

2.4.1. ***European Personal Data***: To the extent that the personal data of European data subjects contained within Somos Enterprise Data is processed by or on behalf of Customer in, including any transfer of such personal data from the European Economic Area ("**EEA**") to, a country or territory outside the EEA (other than to a country or territory that has received a binding adequacy decision as determined by the European Commission), such processing of personal data shall be subject to the protections and provisions of the Standard Contractual Clauses or other binding and appropriate transfer mechanisms that provide an adequate level of protection in compliance with applicable Data Protection Requirements.

2.4.1.1. For any personal data included in Somos Enterprise Data, Module One (controller to controller or C2C) of the SCCs shall apply with Somos Enterprise as the data exporter and Customer as the data importer. To the extent that such SCCs apply, **Annex A Section I** shall also apply (as required by the C2C SCCs). For the purposes of the C2C SCCs: Clause 7. The parties agree that the optional language in Clause 7 is included; Clause 11. The parties agree that the optional language in Clause 11 is excluded; Clause 17. The SCCs shall be governed by the laws of Ireland; Clause 18. The parties agree that any dispute arising from the SCCs shall be resolved by the courts of Ireland.

2.4.1.2. For any personal data included in Customer Data, Module Two (controller to processor or C2P) of the SCCs shall apply with Somos Enterprise as the data importer and Customer as the data exporter. To the extent that such SCCs apply, **Annex A Section II** shall also apply (as required by the C2P SCCs). For the purposes of the C2P SCCs: Clause 7. The parties agree that the optional language in Clause 7 is included; Clause 9(a). The parties agree that under Option 2, Somos Enterprise has Customer's general authorization to subcontract its processing activities to the list of sub-processors set out in Annex A

Section II. Somos Enterprise will inform Customer in writing of any intended changes to the list of sub-processors set out in Annex A Section II at least 10 days prior to engaging with any other sub-processor; Clause 17. The SCCs shall be governed by the laws of Ireland; Clause 18. The parties agree that any dispute arising from the SCCs shall be resolved by the courts of Ireland.

2.4.2. ***UK***: To the extent that personal data of a United Kingdom data subject contained within Somos Enterprise Data is processed by Customer outside of the United Kingdom, in a territory that has not been designated by the United Kingdom as ensuring an adequate level of protection pursuant to applicable Data Protection Requirements, and to the extent such processing and transfer would be subject to the Data Protection Requirements of the United Kingdom, the parties agree that the UK Data Transfer Addendum provided at https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/international-data-transfer-agreement-and-guidance/ (the "**UK DTA**") (or such updated version as may be approved by the Information Commissioner's Office) shall apply to the processing of such personal data of United Kingdom data subjects. For the purposes of the UK DTA: (i) for the purposes of Table 1 of the UK DTA, the names of the parties, their roles and their details shall be as set out in Annex A Sections I and II, respectively, and the start date shall be the later of (a) the date Somos Enterprise and Customer entered into the Main Agreement or (b) the DPA Effective Date; (ii) for the purposes of Tables 2 and 3 of the UK DTA, Module 1 and Module 2 of the SCCs, including the information set out in Annex A Sections I and II, respectively, shall apply; and (iii) for the purposes of Table 4 of the UK DTA, in the case of Module 1 of the SCCs, the data exporter may end the UK DTA, and in the case of Module 2 of the SCCs, either party may end the UK DTA.

2.4.3. ***Additional Data Export Requirements***: To the extent that additional data export compliance measures are required under applicable Data Protection Requirements, either under derogations within Europe or for countries or regions outside of Europe, such requirements may be incorporated automatically into this DPA upon written notice from Somos Enterprise to Customer, including notice via an email or an announcement on the customer portal, and may be posted on Somos Enterprise's or its applicable affiliate's website.

3. Data Protection Compliance.

3.1. Each party undertakes to comply with the Data Protection Requirements applicable to such party's processing of personal data in connection with the Main Agreement and this DPA. With respect to Customer Data, the Customer hereby represents and warrants that it has provided all required notices and obtained all permissions or, if applicable and sufficient under Data Protection Requirements, has another valid legal basis for sharing such Customer Data with Somos Enterprise for processing, as required under Data Protection Requirements, to provide Somos Enterprise with any Customer Data in connection with the Products and Services. Customer acknowledges that Somos Enterprise is reliant on Customer for direction as to the extent to which Somos Enterprise is entitled to process Customer Data. Consequently, Somos Enterprise will not be liable for any claim brought against Somos Enterprise by a data subject arising from any act or omission by Customer or by Somos Enterprise to the extent that such act or omission resulted from Customer's instructions or Customer's use of the Products and Services.

3.2. If so requested by a party solely in order to support such party's compliance with Data Protection Requirements, the other party shall provide, at the requesting party's expense, reasonably required assistance relating to data protection impact assessments, data transfer risk assessments, and prior consultation with data protection supervisory authorities or other regulatory authorities, taking into account the nature of the processing and the information available to the receiving party. All such information provided shall be Confidential Information.

3.3. Each party undertakes to comply with any applicable additional Data Protection Requirements for particular countries, states or regions, or for specific product features or functionalities, including as may be provided from time to time by Somos Enterprise or its applicable affiliate on its website or such other location as Somos Enterprise may notify Customer (such as by email or by an announcement on the customer portal). Such notified or posted provisions are automatically incorporated herein solely to the extent they are required under Data Protection Requirements

3.4. To the extent that additional country-specific (or state-specific, or regional, provincial, or other geographic area specific) provisions are required under Data Protection Requirements, the parties agree to incorporate such

provisions solely to the extent they are required and solely to the extent they are applicable to particular Customer Data processed by Somos Enterprise. Somos Enterprise may, from time to time, post updated provisions related to local or other specific Data Protection Requirements on Somos Enterprise's or its applicable affiliate's website. Such posted provisions are automatically incorporated herein solely to the extent they are required under Data Protection Requirements.

4. **Data Confidentiality**. Without limitation of any other obligation in this DPA or the Main Agreement, Customer shall treat the Somos Enterprise Data as confidential and shall in particular not disclose such Somos Enterprise Data to any third parties unless authorized by Somos Enterprise and in accordance with this DPA or the terms and conditions of the Main Agreement. Customer shall put procedures in place designed to ensure that all persons acting under its authority entrusted with the processing of Somos Enterprise Data have agreed to: (a) keep such Somos Enterprise Data confidential and not to use such Somos Enterprise Data for any unauthorized purposes; and (b) comply with applicable Data Protection Requirements.

5. **Subcontracting Authorization.** Customer generally authorizes Somos Enterprise's engagement of subcontractors and Somos Enterprise's appointment of additional subcontractors or replacement of any subcontractors. A list of Somos Enterprise subcontractors will be provided upon request.

6. **Data Subject Requests**: A party that receives a request or complaint related to the Products and Services from a data subject whose personal data was included in the other party's data, or from any government authority or regulator, shall cooperate with the party that provided such personal data in responding to such request or complaint, to the extent that the data subject identifies such other party (or such other party is reasonably identifiable from the request) in such request or complaint.

7. **Mutual Cooperation.**
   - 7.1. **Security Incidents:** Each party will provide the other party promptly with a data breach notification (with contents detailed below) if the notifying party becomes aware of and confirms any security breach leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data of the other party, or any other security incident that compromises the security, confidentiality or integrity of any personal data that requires a data breach notification to the other party according to Data Protection Requirements (**"Personal Data Breach"**). The parties shall work together in good faith within the applicable timeframes for the appropriate party to provide notifications in accordance with Data Protection Requirements and to finalize the content of any such notifications to data subjects or supervisory authorities, as required by applicable Data Protection Requirements. The prior written approval of the non-notifying party shall be required for any statements regarding, or references to, the Personal Data Breach and the non-notifying party made by the notifying party in any such notifications.
   - 7.2. **Compliance Reviews.** To the extent required under applicable Data Protection Requirements and subject to the confidentiality obligations set forth in this DPA and in the Agreement, each party shall, upon the written request of the other party, provide such information as may be reasonably required to confirm such receiving party's compliance with this DPA.

8. **Privacy Notices.** Each party or its applicable affiliate shall provide a publicly-available Privacy Notice (e.g., https://www.xconnect.net/privacy/) and shall include details of a contact point authorized to handle questions and complaints, together with any other information required under applicable Data Protection Requirements.

9. **Term.** The term of this DPA is identical with the term of the Main Agreement. Save as otherwise agreed herein, termination rights and requirements shall be the same as set forth in the Main Agreement.

10. **Invalidity and/or Unenforceability.** Should any provision of this DPA be found invalid or unenforceable by a competent court of law, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, should this not be possible, construed in a manner as if the invalid or unenforceable part had never been contained therein.

11. CCPA.

11.1. CCPA SE Data. With respect to any personal information regulated by the CCPA that is contained within Somos Enterprise Data ("**CCPA SE Data**"), Customer acknowledges and agrees that: (i) such CCPA SE Data may be used by Customer solely for the Licensed Purposes and for no other purpose; (ii) Customer shall comply with all applicable obligations under the CCPA and provide the same level of privacy protection with respect to CCPA Data as required by the CCPA; (iii) Somos Enterprise is hereby granted the right to take reasonable and appropriate steps to help ensure that Customer uses the CCPA SE Data in a manner consistent with any Somos Enterprise obligations under the CCPA; (iv) Customer shall notify Somos Enterprise if Customer makes a determination that it can no longer meet its obligations under this DPA or the CCPA; and (v) Somos Enterprise is hereby granted the right, upon notice, to take reasonable and appropriate steps to stop and remediate unauthorized use of CCPA SE Data. With respect to any CCPA SE Data relating to any individual, Customer will provide the same level of protection of such individual's rights as is required to be provided by a business (as defined in the CCPA) under the CCPA.

11.2. CCPA Customer Data. With respect to any personal information regulated by the CCPA that is contained within Customer Data ("**CCPA Customer Data**"), except as otherwise required by applicable law, Somos Enterprise shall: (i) not sell or share CCPA Customer Data; (ii) not retain, use, or disclose CCPA Customer Data for any purpose other than for the business purposes specified in the Main Agreement for the Customer, nor retain, use, or disclose CCPA Customer Data for a commercial purpose other than the business purposes specified in the Main Agreement, or as otherwise permitted by the CCPA; (iii) not retain, use, or disclose CCPA Customer Data outside of the direct business relationship between the parties; (iv) not combine CCPA Customer Data, which Somos Enterprise receives pursuant to the Main Agreement or from or on behalf of Customer, with personal information which it receives from or on behalf of another person or persons, or collects from its own interaction with the individual to whom such CCPA Customer Data relates, except as otherwise expressly permitted by the CCPA; (v) reasonably cooperate with Customer in responding to any requests from any individual regarding CCPA Customer Data relating to such individual, including reasonably assisting Customer in deletion, correction, or limitation of the use of such CCPA Customer Data where required under the CCPA, and including instructing Somos Enterprise's service providers and/or contractors (if any) to so reasonably cooperate in such response; (vi) reasonably assist Customer through appropriate technical and organizational measures in Customer's complying with the requirements of subdivisions (d) to (f), inclusive, of Section 1798.100 of the CCPA, taking into account the nature of the CCPA Customer Data processing by Somos Enterprise; (vii) implement and maintain commercially reasonable security procedures and practices appropriate to the nature of the CCPA Customer Data intended to protect such CCPA Customer Data from unauthorized access, destruction, use, modification, or disclosure; (viii) comply with all applicable obligations under the CCPA and provide the same level of privacy protection with respect to CCPA Customer Data as required by the CCPA; and (ix) notify Customer if Somos Enterprise determines it can no longer meet its obligations under the CCPA. To the extent Somos Enterprise is a contractor, Somos Enterprise certifies that Somos Enterprise understands the restrictions provided in Sections 11.2(i), 11.2(ii), 11.2(iii), and 11.2(iv) and will comply with them. Somos Enterprise acknowledges and agrees that the CCPA Customer Data has been disclosed to it for the limited and specified purposes set forth in the Main Agreement and Somos Enterprise further acknowledges and agrees that Customer shall have the right: (a) to take reasonable and appropriate steps to ensure that Somos Enterprise uses CCPA Customer Data in a manner consistent with Customer's obligations under the CCPA; and (b) upon notice from Customer to Somos Enterprise, to take reasonable and appropriate steps to stop and remediate unauthorized use of CCPA Customer Data. To the extent required by the CCPA and to the extent Somos Enterprise is a contractor, Somos Enterprise shall permit, subject to agreement of the parties, Customer to monitor Somos Enterprise's compliance with this Exhibit through measures, including, but not limited to, ongoing manual reviews and automated scans, and regular assessments, audits, or other technical and operational testing once every twelve (12) months (each, an "Audit"), upon reasonable prior notice from Customer, provided that no third-party auditor (each an "Auditor") shall be a competitor of Somos Enterprise, nor shall any Auditor be compensated on a contingency basis, and provided further that in no event shall Customer have access to the information of any other client of Somos Enterprise and the disclosures made pursuant to this Section 2(d) ("Audit Information") shall be held in confidence as Somos Enterprise's confidential information and subject to any confidentiality obligations in the Main Agreement, and provided further that no Audit shall be undertaken unless or until Customer has requested, and Somos Enterprise has provided, information about Somos Enterprise's data protection practices and Customer reasonably determines that an Audit remains necessary to demonstrate material compliance with the obligations laid down in this Exhibit.

Without limiting the generality of any provision in the Main Agreement, Customer shall employ the same degree of care to safeguard Audit Information that it uses to protect its own confidential and proprietary information and in any event, not less than a reasonable degree of care under the circumstances, and Customer shall be liable for any improper disclosure or use of Audit Information by Customer or its agents. If Somos Enterprise engages any other person to assist Somos Enterprise in processing CCPA Customer Data for a business purpose on behalf of Customer, Somos Enterprise shall notify Customer of such engagement, and the engagement shall be pursuant to a written contract binding the other person to observe substantially similar requirements to those set forth in this Section 11.2. Somos Enterprise hereby notifies Customer that Somos Enterprise may engage XC Technology Holdings Ltd Group to assist Somos Enterprise in processing CCPA Customer Data for a business purpose on behalf of Customer. In this Section 11.2, the following terms have the meanings given in the CCPA: "business purpose", “personal information”, “processing”, “service provider”, “contractor”, “person”, “share”, “sharing”, “shared”, “sell”, “selling”, “sale” and “sold”.

12. Additional Provisions. Indemnification, liability, limitations of liability and any applicable exclusions, survival, assignment, termination/renewal and any other general terms not specified in this DPA shall be governed by the Main Agreement to the extent permitted by Data Protection Requirements.

[*Annex A follows*]

ANNEX A
STANDARD CONTRACTUAL CLAUSES ANNEXES

I. MODULE ONE: TRANSFER CONTROLLER (SOMOS ENTERPRISE) TO CONTROLLER (CUSTOMER)

The personal data transferred and the nature of the processing shall be for the following purpose:

Providing (Somos Enterprise) and receiving (Customer) the Products and Services in accordance with the terms and conditions of the Main Agreement and the DPA.

The parties, contact information and roles shall be as specified in the Main Agreement and the DPA.

Categories of Data Subjects: The personal data transferred concern the following categories of data subjects:

- Personnel of Somos Enterprise (including its affiliates).
- Personnel of Somos Enterprise's partners (including any vendors, suppliers, agents or additional subprocessors as may be authorized by Somos Enterprise).
- End user individuals who have phone numbers.

Categories of personal data transferred: The personal data transferred may, depending on the nature of the services provided at the Customer's request and for processing only for the Licensed Purposes, concern the following categories of data in addition to any other categories as specified in: (a) the Main Agreement; (b) the XConnect Number Information Services Privacy Policy available at https://www.xconnect.net/privacy/number-information-services-privacy-notice together with any supplemental privacy information referenced therein (the "**NIS Privacy Policy**"); and (c) in any data sheets or related product documentation provided by Somos Enterprise for the particular product or service ("**Documentation**").

- Business Contact Data: Business contact information
- End User Data:
    - Telephone numbers
    - Telephone service providers
      Certain additional data may be provided upon the Customer's request, depending on the service selected and the availability of the data in compliance with applicable laws and regulations, including:
        - Home Location Register (HLR) Lookup data
        - Port History data
        - Geolocational data (e.g., city, state, country)
        - Reachability data
- Professional Services data: Any personal data that is shared with Customer by or on behalf of Somos Enterprise in connection with any professional services provided by Somos Enterprise under the Main Agreement.

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 specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

None presently contemplated by this arrangement.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):

Continuous.

Nature of the processing:

To receive the Products and Services solely for the Licensed Purposes.

Purpose(s) of the data transfer and further processing:

All processing by Customer (and any customers or partners of Customer) is limited to the Licensed Purposes.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:

Please see Section 2.3 of this DPA.

GENERAL

If the Customer is established in an EU Member state, the competent supervisory authority shall be the supervisory authority applicable to the establishment location of the Customer. If the Customer is not established in an EU Member state, the competent supervisory authority shall be the supervisory authority located where the Customer has appointed its EU Representative. If the Customer is not established in an EU Member state and is not required to appoint an EU Representative, the competent supervisory authority shall be the supervisory authority applicable to the location of the data subject whose data is at issue.

With respect to any other provisions required by the SCCs and not specified in this **Annex A Section I**, the DPA and the Main Agreement shall apply. Customer will provide Customer's technical and organisational measures designed to ensure the security of the data to Somos Enterprise upon written request. Additional information regarding data processing related to particular Products and Services may be provided in the NIS Privacy Policy and/or via email notifications to Customer or through the customer portal.

II. MODULE TWO: TRANSFER CONTROLLER (CUSTOMER) TO PROCESSOR (SOMOS ENTERPRISE)

The personal data transferred and the nature of the processing shall be for the following purpose:

> **Providing (Somos Enterprise) and receiving (Customer) the Products and Services in accordance with the terms and conditions of the Main Agreement and the DPA.**

The parties, contact information and roles shall be as specified in the Main Agreement and the DPA.

Categories of Data Subjects:

Any individuals to whom personal data contained within Customer Data relates, including without limitation Customer's subscribers.

Categories of personal data transferred:

Any personal data contained within the Customer Data.

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 specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

None presently contemplated by this arrangement.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):

Continuous.

Nature of the processing:

The nature of the processing is such that the personal data will be subject to basic processing, including but not limited to collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction for the purpose of providing the Products and Services by data importer to the data exporter in accordance with the terms of the Main Agreement.

Purpose(s) of the data transfer and further processing:

Provision of the Products and Services.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:

Please see Section 2.3 of this DPA.

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

For transfers to sub-processors, personal data will be transferred to sub-processors in order for the data importer to provide the Products and Services to the data exporter. The nature of the processing by such sub-processors will be as follows: the personal data will be subject to basic processing, which may include without limitation collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction for the purpose of providing the Products and Services to the data exporter in accordance with the terms of the Main Agreement. The duration of the processing by such sub-processors shall continue as long as such sub-processors carry out personal data processing operations on behalf of the data importer.

GENERAL

If the Customer is established in an EU Member state, the competent supervisory authority shall be the supervisory authority applicable to the establishment location of the Customer. If the Customer is not established in an EU Member state, the competent supervisory authority shall be the supervisory authority located where the Customer has appointed its EU Representative. If the Customer is not established in an EU Member state and is not required to appoint an EU Representative, the competent supervisory authority shall be the supervisory authority applicable to the location of the data subject whose data is at issue.

With respect to any other provisions required by the SCCs and not specified in this **Annex A Section II**, the DPA and the Main Agreement shall apply. Somos Enterprise will provide Somos Enterprise's technical and organisational measures designed to ensure the security of the data to Customer upon written request.

List of Subprocessors:

XC Technology Holdings Ltd Group