

Data Processing Addendum

The parties conclude this Data Processing Addendum (“**DPA**”), which forms part of the **Agreement** between Customer and Supplier, to reflect our agreement about the Processing of Personal Data, in accordance with the requirements of Data Protection Laws and Regulations, including the GDPR, the UK GDPR, and the CCPA, to the extent applicable. To the extent Supplier, in providing the Services set forth in the Agreement, processes Personal Data on behalf of Customer, the provisions of this DPA apply.

References to the Agreement will be construed as including this DPA. Any capitalized terms not defined herein shall have the respective meanings given to them in the Agreement.

This DPA consists of t parts: (i) the main body of this DPA, and (ii) Attachments 1, 2, 3, and 4.

How to Execute this DPA:

1. To complete this DPA, you should:
 - a. Sign the main body of this DPA in the signature box below.
 - b. Complete any missing information and sign Attachment 1, Attachment 2, Attachment 3, and Attachment 4. Attachment 4 applies, if the Supplier is Epignosis LLC and you are a Data Controller within the ambit of Article 3 GDPR.
2. Submit the completed and signed DPA to Supplier via email to dpa@epignosishq.com. Upon receipt of your validly completed DPA, this DPA will be legally binding (provided that you have not overwritten or modified any of the terms beyond completing the missing information).

How this DPA Applies

If the Customer signing this DPA is a party to the Agreement, then this DPA is an addendum to and forms part of the Agreement.

If the Customer entity signing this DPA has submitted Schedule A pursuant to the Agreement, then this DPA is an addendum to that Schedule A and applicable renewal terms.

If the Customer entity signing this DPA is not a party to the Agreement, this DPA is not valid and is not legally binding. Such entity should request that the Customer entity who is party to the Agreement executes this DPA.

This DPA shall not replace any comparable or additional rights relating to Processing of Personal Data contained in the Agreement. For the avoidance of doubt, it is stated that this DPA prevails for all issues it regulates.

Data Processing Terms

Customer and Epignosis hereby agree to the following provisions with respect to any Personal Data processed by Epignosis in relation to the provision of the Services under the Agreement.

1. DEFINITIONS

“**Adequacy Decision**” means a European Commission Decision and/or a decision of the Secretary of State of the UK that a third country or an international organization ensures an adequate level of data protection as defined in the GDPR and the UK GDPR.

“**Authorized Affiliate**” means any of Customer’s Affiliate(s), which (i) is/are subject to Customer’s Binding Corporate Rules or to similar contractual clauses, including Standard Contractual Clauses or contractual clauses approved by a Supervisory Authority, where applicable, with the Customer to ensure adequate level of protection of Personal Data, (ii) is not established in a Restricted Third Country, and (iii) is permitted to use the Services

pursuant to the Agreement between Customer and Epignosis, but is not a signatory Party to the Agreement and is not a “Customer” as defined under the Agreement.

“**Binding Corporate Rules**” are binding internal rules that regulate the transfer of Personal Data within an organization which, where applicable, have been approved by a competent Supervisory Authority as providing an adequate level of protection to Personal Data.

“**CCPA**” means the California Consumer Privacy Act (CAL. CIV. CODE § 1798.100 *et. seq.*) and its implementing regulations.

“**Dashboard**” for applicable Services, means the user interface features of the hosted Software (as described in the Agreement);

“**Data Controller**” means the entity that determines the purposes and means of the Processing of Personal Data, as defined in the GDPR and the UK GDPR, and has the same meaning as “business,” as that term is defined by the CCPA.

“**Data Processor**” means the entity which Processes Personal Data on behalf of the Data Controller, as defined in the GDPR and the UK GDPR, and has the same meaning as “service provider,” as that term is defined by the CCPA;

“**Data Protection Laws and Regulations**” means all laws and regulations applicable to the Processing of Personal Data as part of or in connection with the Services, including but not limited to (i) laws and regulations of the European Union, the European Economic Area and their member states, including the GDPR, (ii) Adequacy Decisions (iii) the UK GDPR, and (iv) the CCPA, as either of (i) or (ii) or (iii) or (iv) may be amended and are in force from time to time;

“**Data Subject**” means the individual to whom Personal Data relates, as defined in the GDPR and the UK GDPR, and has the same meaning as “consumer” as that term is defined under the CCPA;

“**Epignosis**” means the Supplier, and its Affiliates engaged in the Processing as these are mentioned under Clause 5.1 (i);

“**Epignosis’s Representative**” means a natural or legal person established in the European Union who represents Epignosis with regard to its respective obligations under the GDPR, as applicable. Epignosis’s Representative is the Greek Branch of Epignosis UK Ltd, established in Athens, Lykourgou 1, 10551, (+30) 211 800 6449;

Epignosis’s UK Representative means a natural or legal person established in the UK who represents Epignosis with regard to its respective obligations under the UK GDPR, as applicable. Epignosis’s UK Representative is Epignosis UK Ltd, having its office at 239 First Floor, Kensington High Street, London, W8 6SN, United Kingdom, tel. (+44) 20 7193 1614;

“**GDPR**” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), as may be amended from time to time;

“**Personal Data**” means data about a natural person processed by Epignosis in relation to the provision of the Services under the Agreement, from which that person is identified or identifiable, and has the same meaning as “personal information” as that term is defined under the CCPA.

“**Processing**” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, transfer or otherwise making available, alignment or combination, blocking, erasure or destruction, as defined in the GDPR and the UK GDPR;

“**Restricted Third Country**” means a country to which a transfer of Personal Data, or from which access to Personal Data, would be prohibited by applicable Data Protection Laws and Regulations;

“Standard Contractual Clauses” means contractual clauses adopted by the European Commission and/or the UK Secretary of State and/or the UK Information Commissioner based on the GDPR and/or the UK GDPR, as applicable;

“Sub-processor” means any other processor, engaged by the Supplier, who agrees to receive from Supplier Personal Data exclusively intended for the Processing to be carried out on behalf of the Customer, in accordance with its instructions, the terms of the DPA, and the terms of the written Sub-processor contract;

“Supervisory Authority” means an independent public authority which is established by an EU Member State, pursuant to the GDPR and/or the Information Commissioner of the UK, as applicable;

“Technical and organizational security measures” means those measures aimed at protecting Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing;

“UK GDPR” means the GDPR as retained in UK Law after UK’s withdrawal from the EU, and as amended and in force from time to time.

2. PROCESSING OF PERSONAL DATA

2.1 Roles of the Parties. The parties acknowledge and agree that for the purposes of this DPA Customer is the Data Controller and Supplier is the Data Processor, and that Supplier is entitled to engage Sub-processors pursuant to the requirements set forth in Clause 5 of this DPA. Customer may permit the use of the Services to Authorized Users, including Authorized Affiliate(s) pursuant to the conditions set out in Clause 11 and 12 of this DPA, and pursuant to the Agreement.

2.2 Customer’s Processing of Personal Data. Customer shall, in its use of the Services, Process Personal Data in accordance with Data Protection Laws and Regulations. For the avoidance of doubt, Customer’s instructions to Epignosis for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. In addition, Customer shall have sole responsibility for the accuracy, reliability, quality, and legality of Personal Data, and the means by which Customer acquired Personal Data, including providing any required notices to, and obtaining any necessary consent from, its employees, agents, Authorized Users, or any third parties, to whom it extends the benefits of the Services or whose Personal Data are Processed in Customer’s Use of the Services.

2.3 Epignosis’s Processing of Personal Data. **a.** Epignosis shall keep Personal Data confidential and shall only Process Personal Data on behalf of and in accordance with Customer’s documented instructions for the following purposes: (i) Processing in accordance with the Agreement and this DPA (ii) Processing initiated by Authorized Affiliate(s), and/or Authorized User(s) in their use of the Services in accordance with the Agreement and this DPA; and (iii) Processing to comply with other documented, reasonable instructions provided by Customer (for example, via email) where such instructions are consistent with the terms of the Agreement. **b.** Customer takes full responsibility to keep the amount of Personal Data provided to Epignosis to the minimum necessary for the performance of the Services. **c.** Epignosis shall not be required to comply with or observe Customer’s instructions, if such instructions would violate the GDPR, the UK GDPR, the CCPA, or the Data Protection Laws and Regulations. Epignosis shall immediately inform Customer if, in its opinion, an instruction infringes the GDPR, the UK GDPR, the CCPA, or the Data Protection Laws and Regulations. **d.** Epignosis shall process Personal Data, if required to do so by applicable law to which Epignosis is subject. In such a case, Epignosis shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. Epignosis shall promptly notify Customer of any legally binding request for disclosure of Personal Data by a law enforcement authority, unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation.

2.4 Scope of the Processing. The subject-matter of Processing of Personal Data by Epignosis is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose

of the Processing, the types of Personal Data Processed and categories of Data Subjects involved under this DPA are further specified in Attachment 1 to this DPA.

3. RIGHTS OF DATA SUBJECTS

3.1 Deletion of Personal Data. For the Services, the Customer shall have the ability to request the deletion, amendment, or correction of Personal Data at any time. Following such request by Customer, Epignosis shall delete such data from its systems immediately, unless mandatory statutory law requires storage of Personal Data.

3.2 Complaints or Notices related to Personal Data. In the event Epignosis receives any official complaint, notice, or communication that relates to Processing of Personal Data for or on behalf of the Customer or either party's compliance with Data Protection Laws and Regulations, to the extent legally permitted, Epignosis shall promptly notify Customer and, to the extent applicable, Epignosis shall provide Customer with commercially reasonable cooperation and assistance in relation to any such complaint, notice, or communication. Customer shall be responsible for any reasonable costs arising from Epignosis's provision of such assistance.

3.3 Data Subject Requests. To the extent legally permitted, Epignosis shall promptly notify Customer, if Epignosis receives a request from a Data Subject to exercise the Data Subject's rights to consent, and to withdraw the consent, right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making ("Data Subject Request"), and for the avoidance of doubt, similar requests as provided by the CCPA. Factoring into account the nature of the Processing, Epignosis shall assist Customer by appropriate organizational and technical measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, Epignosis shall, upon Customer's request, provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent that Epignosis is legally permitted to do so, and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from Epignosis's provision of such assistance.

4. EPIGNOSIS'S PERSONNEL

4.1 Confidentiality. Epignosis shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. Epignosis shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

4.2 Reliability. Epignosis shall take commercially reasonable steps to ensure the reliability of its personnel engaged in the Processing of Personal Data.

4.3 Limitation of Access. Epignosis shall ensure that its access to Personal Data is limited to those personnel assisting in the provision of the Services in accordance with the Agreement, and that access is limited to those personnel that is necessary for the provision of the Services.

4.4 Data Protection Officer. Epignosis shall appoint, a Data Protection Officer, if and whereby such appointment is required by the GDPR and/or the UK GDPR. Epignosis's personnel responsible for privacy issues may be reached at privacy@efrontlearning.com.

5. SUB-PROCESSORS

5.1 Appointment of Sub-processors. Customer acknowledges and agrees that

- (i) Supplier is entitled to retain its Affiliates as Sub-processors. Currently Supplier engages following Affiliates as Sub-processors: a. Epignosis UK Ltd, a UK based company, having its office at 239 First Floor, Kensington High Street, London, W8 6SN, United Kingdom, tel. (+44) 20 7193 1614 (in case it is not the "Supplier") or Epignosis LLC, a US based company, having its registered office at 315 Montgomery Street (9th Floor) San Francisco, California CA, 94104, tel.: (+1) 646 797 2799 (in case it is not the "Supplier"), as applicable, b. the Greek Branch of Epignosis UK Ltd, established in Athens, Lykourgou 1, 10551, (+30) 211 800 6449. Customer instructs or authorizes

hereby the use of these Affiliates as Sub-processors. Supplier shall inform the Customer of any intended changes to Epignosis.

- (ii) Supplier may engage any third parties from time to time to process Personal Data in connection with the provision of Services. Supplier shall inform the Customer of any intention to engage any such third parties.

5.2 List of Sub-processors. Current non-Affiliate Sub-processors, are listed in Attachment 3 to this DPA, and Customer instructs or authorizes hereby the use of such Sub-processors to assist the Supplier with the performance of Supplier's obligations under the Agreement. Supplier shall inform the Customer of any intended changes to such List. The list of non-Affiliate Sub-processors is also available in the Service administrator panel interface.

5.3 Objection Right for New Sub-processors. Customer, in order to exercise its right to object to Supplier's use of a new Sub-processor, whether Affiliate or not, shall notify Supplier promptly in writing within ten (10) business days after receipt of Supplier's notice about its intention to use a new Sub-processor. Personal Data shall by no means be processed by the Sub-processor against which the Customer has explicitly objected. If Supplier and Customer cannot find a mutually agreeable resolution to address the Customer's objection within a reasonable time period, which shall not exceed thirty (30) days, the Customer may terminate the Services. The Supplier shall refund Customer any prepaid fees covering the remainder of the Service following the effective date of termination with respect to such terminated Service.

5.4 Supplier shall only engage and disclose Personal Data to Sub-processors that are parties to written agreements with each Sub-processor containing data protection obligations no less protective than the obligations of this DPA, the GDPR, and the UK GDPR. Supplier agrees and warrants, upon request of the Customer, to send promptly a copy of any Sub-processor contract to the Customer, and to make available to the Data Subject upon request a copy of the DPA, or any existing Sub-processing contract, unless the DPA or contract contain commercial information, in which case it may remove such commercial information, with the exception of Attachment 2, which shall be replaced by a summary description of the security measures, in those cases where the Data Subject is unable to obtain a copy from the Customer.

5.5 Liability. The Supplier shall be liable for the acts and omissions of its Sub-processors to the same extent Supplier would be liable, if performing the services of each Sub-processor directly under the terms of this DPA.

6. SECURITY MEASURES, NOTIFICATIONS REGARDING PERSONAL DATA, CERTIFICATIONS AND AUDITS, RECORDS

6.1 Security Measures. Taking into account the state of art, the costs of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Epignosis shall implement appropriate organizational and technical measures to ensure a level of security, appropriate to the risk (including protection from accidental or unlawful destruction, loss alteration, unauthorized disclosure of, or access to Personal Data Processed under this DPA), as set forth in Attachment 2 to this DPA. Epignosis shall regularly monitor compliance with these measures. Epignosis shall not materially decrease the overall security of the Services during Customer's subscription term. Attachment 2 may be amended from time to time, upon parties' written agreement, to meet higher standards of safety and privacy. In such case Attachment 2 shall be replaced.

Customer agrees that after its assessment of the requirements of the Data Protection Laws and Regulations, Customer considers that the security measures set out in Attachment 2 are appropriate to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and against all other unlawful forms of Processing, and that these measures ensure a level of security appropriate to the risks presented by the Processing and the nature of Personal Data to be protected having regard to the state of the art and the cost of their implementation.

6.2 Notifications Regarding Personal Data Breach. Epignosis has in place reasonable and appropriate security incident management policies and procedures and shall notify Customer without undue delay after becoming

aware of the unlawful or accidental destruction, alteration or damage or loss, unauthorized disclosure of, or access to Personal Data, transmitted, stored or otherwise Processed by Epignosis or its Sub-processors of which Epignosis becomes aware (hereinafter, a "Personal Data Breach"), as required under the GDPR and the UK GDPR. Epignosis shall make reasonable efforts to identify the cause of such Personal Data Breach and take those steps as it deems necessary and reasonable in order to remediate the cause of such a Personal Data Breach, to the extent that the remediation is within Epignosis's reasonable control.

6.3 Certifications and Audits. Epignosis shall make available to the Customer all information necessary to demonstrate compliance with the obligations of Epignosis under this DPA, and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer. The auditor mandated by Customer ("third party auditor") must be independent, not a competitor of Epignosis, and composed of members in possession of the required professional qualifications bound by a duty of confidentiality. The parties agree that the audits shall be carried out in accordance with the following specifications: Customer may contact Epignosis to request an on-site audit of the procedures relevant to the protection of Personal Data. To the extent legally permitted, Customer shall reimburse Epignosis for any time expended for any such audit at Epignosis' then-current professional services rates, which shall be made available to Customer upon request, and shall not exceed USD 150 per hour. Before the commencement of any such on-site audit, Customer shall inform Supplier about the scope of the audit, and Customer and Epignosis shall mutually agree upon the timing, and duration of the audit in addition to the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by Epignosis. Customer shall promptly notify Epignosis and provide information about any actual or suspected non-compliance discovered during an audit.

Epignosis shall also allow and provide third-party certifications and audit results upon Customer's written request at reasonable intervals, subject to the confidentiality obligations set forth in the Agreement. Epignosis shall make available to Customer a copy of Epignosis's most recent third-party certifications or audit results, as applicable.

6.4 Records. Where applicable, Epignosis shall maintain a record, in electronic form, of all categories of processing activities carried out on behalf of the Customer, as foreseen in the GDPR and the UK GDPR.

7. RETURN OF PERSONAL DATA, COMMUNICATION

7.1 Return of Personal Data. Epignosis shall, at the choice of the Customer, return Personal Data, to Customer in a standard and machine-readable format or delete existing copies after the end of the provision of the Services and certify to the Customer that it has done so in accordance with the procedures specified in Attachment 2 to this DPA, unless mandatory laws require storage of Personal Data. In that case Epignosis warrants that it shall guarantee the confidentiality of Personal Data and shall not Process Personal Data otherwise than exclusively for such retention, and that, in that case, Epignosis's obligations under this DPA, as applicable, survive expiration or termination of the Agreement and completion of the Services for the full duration of such retention.

7.2 Communications. The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with Epignosis under this DPA and shall be entitled to transmit and receive any communication in relation to this DPA.

8. COOPERATION WITH SUPERVISORY AUTHORITY

Where applicable, Epignosis shall, upon request, cooperate with the Supervisory Authority in the performance of its tasks, as foreseen in the GDPR and/or the UK GDPR.

9. DATA PROTECTION IMPACT ASSESSMENT

Where applicable, upon Customer's request, Epignosis shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR and/or the UK GDPR to carry out a Data Protection Impact Assessment, related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Epignosis. Epignosis shall provide reasonable assistance to Customer in the cooperation or prior consultation with the

Supervisory Authority in the performance of its tasks relating to this DPA, to the extent required under the GDPR and the UK GDPR.

10. DATA TRANSFERS

Transfers of Personal Data under this DPA from the European Union, the European Economic Area and/or their member states, and the United Kingdom to countries outside of the European Economic Area and the United Kingdom are made only in accordance with the following:

- i. the transfer is to a jurisdiction for which an appropriate (EU or UK) Adequacy Decision has been issued and subject to the terms of that Adequacy Decision;
- ii. in the absence of an Adequacy Decision, the transfer is subject to appropriate form of the Standard Contractual Clauses.

11. AUTHORIZED AFFILIATE(S)

11.1 Contractual Relationship. The parties acknowledge and agree that, by executing the DPA, the Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliate(s), thereby establishing a separate DPA between Epignosis and each such Authorized Affiliate subject to the provisions of the Agreement and the present Clause. Each Authorized Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the avoidance of doubt, an Authorized Affiliate is not and does not become a party to the Agreement, and is only a party to the DPA. All access to and use of the Services by Authorized Affiliate(s) must comply with the terms and conditions of the Agreement and any violation of the terms and conditions of the Agreement by an Authorized Affiliate shall be deemed a violation by Customer.

11.2 Communication. The Customer that is contracting party to the Agreement shall remain responsible for coordinating all communication with Epignosis under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliate(s). Customer informs Epignosis of the Authorized Affiliate(s) to which Customer intends to permit the use of the Services, thereby giving Epignosis the opportunity to object, in case the requirements set out in the Definition of an Authorized Affiliate under this DPA are not met.

11.3 Rights of Authorized Affiliates. Where an Authorized Affiliate becomes a party to this DPA, it shall, to the extent required under applicable Data Protection Laws and Regulations, be entitled to exercise the rights and seek remedies under this DPA, subject to the following:

- i. Except where applicable Data Protection Laws and Regulations require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against Epignosis directly by itself, the parties agree that (a) solely the Customer that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and (b) the Customer that is the contracting party to the Agreement shall exercise any such rights under this DPA not separately for each Authorized Affiliate individually but in a combined manner for all of its Authorized Affiliates together (as set forth, for example, in Clause 11.3.ii below).
- ii. The parties agree that the Customer that is the contracting party to the Agreement shall, when carrying out an on-site audit on the procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on Epignosis and its Sub-processors by combining, to the extent reasonably possible, several audit requests carried out on behalf of different Authorized Affiliates in one single audit.

12. LIABILITY

For the avoidance of doubt, Epignosis's total liability for all claims from the Customer and all of its Authorized Affiliate(s) arising out of or related to the Agreement and each DPA shall apply in the aggregate for all claims under both the Agreement and all DPAs established under this Agreement, including by Customer and all Authorized Affiliate(s), and in particular, shall not be understood to apply individually and severally to Customer and/or to any Authorized Affiliate that is a contractual party to any such DPA.

13. LEGAL EFFECT; TERMINATION; VARIATION

This DPA shall only become legally binding between Customer and Epignosis when fully executed following the formalities steps set out in the Section "How to Execute this DPA" and will terminate when the Agreement terminates, without further action required by either party.

The parties undertake not to vary or modify the DPA. This does not preclude the parties from adding clauses on business related issues, where required as long as they do not contradict the DPA.

14. CONFLICT

This DPA is incorporated into and forms part of the Agreement. For matters not addressed under this DPA, the terms of the Agreement apply. With respect to the rights and obligation of the parties vis-à-vis each other, in the event of a conflict between the terms of the Agreement and this DPA, the terms of this DPA will control.

IN WITNESS WHEREOF, the parties have caused this Data Processing Addendum to be duly executed. Each party warrants and represents that its respective signatories, whose signatures appear below, are on the date of signature duly authorized.

CUSTOMER

Authorized Signature

Name

Title

Date

EPIGNOSIS LLC

DocuSigned by:

Athanasios Papangelis

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Authorized Signature

Athanasios Papangelis

Name

CEO

Title

September 17, 2021

Date

EPIGNOSIS UK Ltd

DocuSigned by:

Authorized Signature: *Chris Mathiopoulos*

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Name: Chris Mathiopoulos

Title: Director

Date: September 17, 2021

The GREEK BRANCH of EPIGNOSIS UK Ltd

DocuSigned by:

Authorized Signature: *Chris Mathiopoulos*

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Name: Chris Mathiopoulos

Title: Legal Representative

Date: September 17, 2021

Attachment 1

Details of the Processing

This attachment includes certain details of the Processing of Personal Data as required by Article 28(3) GDPR.

Nature and Purpose of Processing

Epignosis will Process Personal Data as necessary to perform the Services pursuant to the Agreement, and as further instructed by Customer in its use of the Services.

Duration of Processing

Subject to Clause 8 of this DPA, Epignosis will Process Personal Data for the duration of the Agreement.

Categories of Data Subjects

Personal Data processed relates to the following categories of Data Subjects: Customer, Authorized Affiliates, Authorized Users (which may be, among others, employees, contractors or business partners of the Customer), other individuals, whose Personal Data have been stored in the Services by the Customer or the Authorized Affiliates/Clients/Users.

Type of Personal Data

Customer develops the content of the Services and determines the categories and types of Personal Data. Customer can configure the data fields through the administration panel of the Services. Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include the following categories of Personal Data:

- First name
- Last name
- Email address
- Phone number
- Time zone
- Address
- Company/branch name
- Company position
- Contract data
- Connection data
- Grades and evaluation reports
- Text, audio, video or image files
- Any Personal Data included in the content of the files uploaded by the Customer or the Authorized Users in the Services

Customer

Name:

Authorised Signature.....

Epignosis

Epignosis LLC

Name: Athanasios Papangelis

Authorised Signature.....
DocuSigned by:
Athanasios Papangelis
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Epignosis UK Ltd

Name: Chris Mathiopoulos

Authorised Signature.....
DocuSigned by:
Chris Mathiopoulos
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The Greek Branch of Epignosis UK Ltd

Name: Chris Mathiopoulos

Authorised Signature.....
DocuSigned by:
Chris Mathiopoulos
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[Attachment 2](#)

Description of the technical and organisational security measures implemented by Epignosis as part of the DPA:

Click [here](#)

[Attachment 3](#)

The list of non-Affiliate Sub-processors approved by the Customer as of the effective date of the DPA is as set forth below; Sub-processors marked with (*) are optional and can be invoked upon Customer choice through the Service administration panel:

Click [here](#)

[Attachment 4](#)

STANDARD CONTRACTUAL CLAUSES

(based on 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)

Click [here](#)