



DATA PROCESSING ADDENDUM

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DATA PROCESSING ADDENDUM

This Data Processing Addendum, including its Annexes ("DPA"), forms part of the Agreement between EZ and Customer to reflect the Parties' agreement concerning the Processing of Personal Data. This DPA has been entered into on the Effective Date as defined in the Agreement.

This DPA sets out the additional terms, requirements and conditions on which EZ shall process Customer Personal Data when providing Services under the Agreement.

AGREED TERMS

1. Definitions and Interpretation

The following definitions and rules of interpretation apply in this DPA.

1.1 Definitions:

Business Purposes: the Services and any other purpose specifically identified in ANNEX A.

Customer Personal Data: means Personal Data which EZ Processes on behalf of the Customer in the performance of the Services. It does not include Personal Data for which EZ is a Controller.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach and Processing: have the meanings given to them in the Data Protection Legislation.

Data Protection Legislation:

- (a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data.
- (b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Customer or EZ is subject, which relates to the protection of Personal Data.

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

Sub-processor: means any entity which is engaged by EZ to process the Customer Personal Data for the Business Purposes. For the avoidance of doubt, Sub-processors do not include individual consultants which may be engaged by EZ to perform any of EZ's obligations under the Agreement. Such consultants shall be treated like EZ's employees and EZ shall be liable for their acts and omissions to the same extent as if the acts or omissions were performed by EZ.

Term: this DPA's term as defined in Clause 7.1.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

1.2 This DPA is subject to the terms of the Agreement and is incorporated into the Agreement. Interpretations and defined terms set forth in the Agreement apply to the interpretation of this DPA.

1.3 The Annexes form part of this DPA and will have effect as if set out in full in the body of this DPA. Any reference to this DPA includes the Annexes.

1.4 A reference to writing or written includes faxes and, except where otherwise expressly stated, email.

2. Personal Data types and processing purposes

2.1 The Customer and EZ agree and acknowledge that for the purpose of the Data Protection Legislation:

- (a) the Customer is the Controller and EZ is the Processor.
- (b) the Customer retains control of the Customer Personal Data and remains responsible for its compliance obligations under the Data Protection Legislation, including but not limited to, providing any required notices and obtaining any required consents, and for the written processing instructions it gives to EZ.

(c) ANNEX A describes the subject matter, duration, nature and purpose of the processing and the Customer Personal Data categories and Data Subject types in respect of which EZ may process the Customer Personal Data to fulfil the Business Purposes.

3. EZ's obligations in respect of Customer Personal Data

3.1 EZ will only process the Customer Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the Customer's written instructions as established in the Agreement (including this DPA). Notwithstanding the foregoing, EZ may process Customer Personal Data as required under the Data Protection Legislation. In this situation, EZ will take reasonable steps to inform the Customer of such a requirement before EZ processes the data, unless the law prohibits this. EZ must promptly notify the Customer if, in its opinion, the Customer's instructions do not comply with the Data Protection Legislation.

3.2 EZ will ensure that all persons authorised to process the Customer Personal Data have committed themselves to contractual obligations of confidentiality.

3.3 EZ will implement and maintain appropriate technical and organisational measures as set out in ANNEX B to protect the Customer Personal Data from accidental or unlawful destruction, loss, alteration, or unauthorised disclosure or access. The Customer acknowledges that EZ may change the technical and organisational measures set out in ANNEX B provided that they do not materially diminish the level of protection.

3.4 At the Customer's reasonable request:

- (a) taking into account the nature of processing, assist the Customer by implementing appropriate technical and organisational measures, insofar as this is possible, to assist with the Customer's obligation to respond to requests from Data Subjects of Customer Personal Data seeking to exercise their rights under applicable Data Protection Legislation (to the extent that the Customer Personal Data is not otherwise accessible to the Customer through the Services);
- (b) taking into account the nature of processing and the information available to EZ, assist the Customer with its obligations under Articles 32 to 36 of the UK GDPR and EU GDPR, as they relate to Customer Personal Data.

EZ's assistance under this Clause 3.4 shall be chargeable, as incurred, at EZ's then current rates.

3.5 **AI and Machine Learning Processing.** Where the Services include functionalities based on AI Technology ("AI/ML Functionalities"): (a) EZ may process Customer Personal Data for the sole purpose of providing AI/ML Functionalities requested by Customer, such as automatic translations of templates or training of customer-specific AI/ML models; (b) any AI/ML models trained for Customer shall be logically and technically segregated so that they are not accessible to, or shared with, other customers; (c) EZ shall not use Customer



Personal Data for training of general or shared AI/ML models, unless Customer has provided its prior written consent; and (d) AI-generated outputs that have been (to the extent reasonably possible) anonymised may be stored and used by EZ for analytics and improvement purposes, provided such data no longer constitutes Personal Data under Data Protection Legislation

- 3.6 **Personal Data Breach.** EZ will notify the Customer, without undue delay, if it becomes aware of a Personal Data Breach in respect of Customer Personal Data and in any event within forty-eight (48) hours of becoming aware of such Personal Data Breach. Such notice will, where possible, provide the Customer with sufficient information to allow the Customer to meet any obligations under applicable Data Protection Legislation to report or inform Data Subjects, in-scope regulators, law enforcement agencies or others of the Personal Data Breach.
- 3.7 EZ will, in line with its incident response plans and policies, take reasonable steps to identify, prevent and mitigate the effects of the Personal Data Breach and to remedy the Personal Data Breach to the extent such remediation is within EZ's reasonable control.
- 3.8 EZ's assistance under this Clause 3 shall be chargeable, as incurred, at EZ's then current rates unless and to the extent that the Customer demonstrates that such assistance is required because of a failure by EZ (or its Sub-processor) to comply with the obligations under this DPA.
- 4. Cross-border transfers of personal data**
- 4.1 EZ may process the Customer Personal Data outside the UK/European Economic Area under the following conditions: (a) EZ processes the Customer Personal Data in a territory which is subject to adequacy regulations or decisions under the applicable Data Protection Legislation; or (b) EZ participates in a valid cross-border transfer mechanism under the applicable Data Protection Legislation to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Data Protection Legislation in Article 46 of the UK GDPR and EU GDPR.
- 4.2 For the avoidance of doubt, if EZ engages any third-party providers of AI/ML Functionalities as Sub-processors, such engagement shall be subject to Clause 5 (Sub-processors).
- 5. Sub-processors**
- 5.1 The Customer consents to EZ engaging Sub-processors provided that: (i) EZ remains responsible for its Sub-processors compliance with the obligations of this DPA; and (ii) EZ enters into written agreements with such Sub-processors imposing data protection terms which are no less protective in any material respect than the obligations provided under this DPA.
- 5.2 A current list of Sub-processors approved as at the date of this DPA is set out in ANNEX A.
- 5.3 EZ may add additional Sub-processors or make changes to the Sub-processor list at ANNEX A provided that the Customer is given thirty (30) days' prior notice and the Customer does not legitimately object, in writing, to such changes within that timeframe. In such event, EZ will either not appoint the Sub-processor and/or make the proposed changes, or, if this is not possible, notify the Customer of an option to terminate the applicable Services which cannot be provided by EZ without the objected to Sub-processor addition or changes (without prejudice to any fees incurred by the Customer prior to suspension or termination). EZ shall maintain an up-to-date list of Sub-processors at <https://ezfactory.nl/en/privacy->

statement/ and shall update Customer via email of any changes to such list, in accordance with the notice period set out in this clause.

- 5.4 Customer acknowledges that where EZ engages Sub-processors subject to US jurisdiction (including Amazon Web Services and Microsoft Azure), such Sub-processors may be subject to the US CLOUD Act (Clarifying Lawful Overseas Use of Data Act). EZ has implemented appropriate safeguards including Standard Contractual Clauses and supplementary technical and organisational measures to ensure adequate protection in accordance with the requirements of Data Protection Legislation and the Schrems II decision of the Court of Justice of the European Union.
- 6. The Customer's obligations in respect of Customer Personal Data**
- 6.1 The Customer shall not disclose (and shall not permit any Data Subject to disclose) any sensitive data (special categories) of Personal Data or Personal Data that imposes specific data security or data protection obligations on EZ in addition to, or different from, those specified in the Agreement (including this DPA) to EZ for processing except where and to the extent expressly disclosed in ANNEX A.
- 6.2 The Customer shall comply with all necessary transparency and lawful requirements under the Data Protection Legislation in order to disclose the Customer Personal Data to EZ for the Business Purposes.
- 7. Term and termination**
- 7.1 This DPA will remain in full force and effect so long as:
- (a) the Agreement remains in effect; or
 - (b) EZ retains any of the Customer Personal Data related to the Agreement in its possession or control, the **(Term)**.
- 7.2 Any provision of this DPA that expressly or by implication should come into or continue in force on or after termination of the Agreement in order to protect the Customer Personal Data will remain in full force and effect.
- 8. Data return and destruction**
- 8.1 Upon termination or expiry of the Agreement, EZ shall destroy all Customer Personal Data (including all copies of the Customer Personal Data) in its possession or control, except as otherwise stated in the Agreement. This requirement shall not apply to the extent that EZ is required by any applicable law to retain some or all of the Customer Personal Data, or to Customer Personal Data it has archived on back-up systems, in which event EZ shall isolate and protect the Customer Personal Data from any further processing except to the extent required by such law until deletion is possible.
- 8.2 Customer acknowledges that Customer Personal Data may be converted by EZ into an anonymised form (to the extent reasonably possible). Once anonymised, such data shall no longer be considered Customer Personal Data and may be retained and used by EZ for analytics, benchmarking or improving AI/ML Functionalities or Services in accordance with the Agreement.
- 9. Audit**
- 9.1 Customer has the right to have audits carried out by an independent third party who is bound by confidentiality to check EZ's compliance with this DPA.
- 9.2 This audit may take place no more than once a year, except to the extent required by in-scope regulators and/or law enforcement agencies).
- 9.3 EZ will be informed in good time of the intention to perform an audit, at least 2 weeks before the audit. Customer will be required to use (and ensure that its auditors use) its best



endeavours to avoid (or minimise) causing any damage, injury or disruption to EZ's premises, equipment, personnel and business in the course of such an audit or inspection.

- 9.4 EZ will cooperate with the audit and make all information reasonably relevant to the audit, including supporting data such as system logs, and employees available as soon as possible.
- 9.5 The findings, as a result of the audit performed, will be EZ's Confidential Information and will be assessed by EZ and can, at the discretion of EZ and in the manner as EZ determines, be implemented by EZ.
- 9.6 The costs of the audit will be borne by Customer, except where the audit reveals material non-compliance by EZ with its obligations under this DPA, in which case EZ shall bear the reasonable and documented costs of such audit.

10. Warranties

- 10.1 Each party warrants that in relation to this DPA, it is compliant with and will remain compliant with the Data Protection Legislation.

11. Limitation of Liability

- 11.1 The total combined liability of either party towards the other party, whether in contract, tort or under any other theory of liability, shall be limited to the amounts set forth in the Agreement as well as any disclaimers, exclusions or limitations contained therein. Any reference in such section to the liability of a party means the aggregate liability of that party under the Agreement and this DPA together.
- 11.2 To the extent that any breach of confidentiality obligations in the Agreement relate to the processing of Customer Personal Data, then notwithstanding anything to the contrary in the Agreement the liability cap set out in the Agreement applies.
- 11.3 Nothing in this DPA shall exclude or limit either party's liability which cannot be excluded or limited by applicable laws.

ANNEX A

PERSONAL DATA PROCESSING PURPOSES AND DETAILS

Data Subject Types

The Data Subject types anticipated by EZ are: Customer's personnel, end-users of the SaaS who input, upload or access Customer Data (e.g. employees, contractors, auditors). If additional or alternative Data Subjects are relevant for the Services the Customer should identify those to EZ within the relevant Order Form and/or SOW.

Categories of Personal Data

The Personal Data Categories anticipated by EZ are: first and last name; email address, profile picture, textual data entered by Data Subjects (e.g. checklists, tasks, audits, assessments) which may be processed for the purpose of automatic translations or training Customer-specific AI/ML models, and other personal information provided by Data Subjects in the course of accessing the Services. If additional or alternative Customer Personal Data categories are relevant for the Services the Customer should identify those to EZ within the relevant Order Form and/or SOW.

Special Categories of Personal Data (if appropriate)

N/A

Nature of Processing

The processing required to deliver the Services to the Customer as described in the Agreement, including automatic AI-based translation of customer-created templates, tasks, checklists and assessments; training of customer-specific machine learning models on production data from the Customer's environment (logically segregated, not shared with other customers, and not connected to the internet); related storage, analysis and hosting of Customer Personal Data strictly as required to provide these functionalities.

Duration of Processing

The duration of the Agreement

Approved Sub-processors:

The following are the approved Sub-processors as at the date of this DPA as may be updated by EZ from time to time in accordance with Clause 5.3:

Amazon Web Services EMEA SARL

- Processing Location: EU-West-1 (Ireland) and EU-Central-1 (Frankfurt, Germany)
- Processing Activities: Infrastructure-as-a-Service (IaaS) for hosting and computing resources
- Data Transfer Mechanism: Standard Contractual Clauses (Module 2 – Controller to Processor)

Microsoft Ireland Operations Limited

- Processing Location: West Europe (Netherlands) and North Europe (Ireland)
- Processing Activities: Platform-as-a-Service (PaaS) for storage, database and hosting services
- Data Transfer Mechanism: Standard Contractual Clauses (Module 2 – Controller to Processor)

Uptic B.V.

- Processing Location: Amsterdam, Netherlands and Ireland
- Processing Activities: Managed Service Provider (MSP) services, including systems management and operational support
- Data Transfer Mechanism: Standard Contractual Clauses (Module 2 – Controller to Processor)

Mailchimp (The Rocket Science Group LLC)

- Processing Location: United States
- Processing Activities: Email marketing, newsletter distribution, and communication automation
- Data Transfer Mechanism: Standard Contractual Clauses (Module 2 – Controller to Processor)

Google LLC / Google Ireland Limited

- Processing Location: EU
- Processing Activities: Analytics, performance insights, and usage monitoring
- Data Transfer Mechanism: Standard Contractual Clauses (Module 2 – Controller to Processor)

Freshdesk (Freshworks Inc. / Freshworks Ireland Ltd.)

- Processing Location: EU
- Processing Activities: Customer support platform, ticketing and communication management
- Data Transfer Mechanism: Standard Contractual Clauses (Module 2 – Controller to Processor)

Pipedrive OÜ

- Processing Location: EU (Estonia)
- Processing Activities: Customer Relationship Management (CRM) services
- Data Transfer Mechanism: Standard Contractual Clauses (Module 2 – Controller to Processor)

Teamleader NV

- Processing Location: EU (Belgium)
- Processing Activities: Customer Relationship Management (CRM), sales management and invoicing tools
- Data Transfer Mechanism: Standard Contractual Clauses (Module 2 – Controller to Processor)

Drata, Inc.

- Processing Location: EU-West-1 (Ireland) and EU-Central-1 (Frankfurt, Germany)
- Processing Activities: Compliance automation, evidence collection, device compliance monitoring, personnel onboarding/offboarding workflow management, policy management
- Data Transfer Mechanism: Standard Contractual Clauses (Module 2 – Controller to Processor)



AI/ML MODEL TRAINING

Where the Services include AI/ML Functionalities and Customer has not opted out pursuant to Clause 3.5(c):

Training Purpose: To maintain, develop and improve the AI Services and underlying AI Technology for the benefit of Customer and other customers.

Training Data: Customer Personal Data (excluding special categories of personal data) may be used to train machine learning models, subject to Customer's opt-out right.

Opt-Out Procedure: Customer may opt out of such training at any time by sending written notice to privacy@ezfactory.nl or info@ezfactory.nl. EZ shall cease using Customer Personal Data for training purposes within thirty (30) days of receipt of opt-out notice. An opt-out will not affect the provision of core SaaS Services.

Customer-Specific Models: Where EZ trains Customer-specific models using Customer Data, such models shall be dedicated to that Customer, logically and technically segregated, and not shared with any other customer. Such training shall occur in secure, isolated environments not connected to the public internet. EZ retains all Intellectual Property Rights in such models; however, Customer is granted a non-exclusive, non-transferable licence to use the output of such models for the duration of the Subscription Term.

Anonymised Data: AI Output and training data that has been anonymised (to the extent reasonably possible such that it no longer constitutes Personal Data) may be retained by EZ for analytics and improvement purposes beyond the Subscription Term.



ANNEX B

Technical and Organisational Measures

EZ will inform Customer of the Security Measures upon request of Customer. These may be updated from time to time by EZ in accordance with Clause 3.3 of this DPA.