Data Processing Addendum

The terms set out in this Data Processing Addendum apply in addition to the Main Agreement.

1 Definitions and Interpretation

1.1 The following definitions apply in addition to the terms of the Main Agreement:

PSG: means Permanent Software Group Canada Ltd., dba eRezLife**,** a British Columbia corporation;

Data Protection Legislation: means to the extent applicable (i) the General Data Protection Regulation ((EU) 2016/679) (the **"GDPR"**), (ii) the GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 and the Data (Use and Access) Act 2025 ("**UK GDPR**"), together with the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended), or (iii) the Swiss Federal Data Protection Act of 25 September 2020 (**"FADP"**), together with its implementing ordinances, as may be amended, superseded, or replaced;

EU SCCs: means the European Commission's Standard Contractual Clauses set out in the 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, as amended or replaced from time to time;

Customer: means the Customer whose details are set out in the Main Agreement;

Main Agreement: means the agreement entered into by the Customer for the provision of Products from PSG;

Products: means the Software, Services, support services and or Professional Services provided by PSG to Customer.

Restricted Transfer: means a transfer which:

(a) is made between parties to the Main Agreement or an onward transfer to a Subprocessor; and

(b) would be prohibited by Data Protection Legislation in the absence of either a lawful transfer safeguard, e.g. the EU SCCs, UK IDTA, or the FADP;

Subprocessor: means any Processor (including any third party and any PSG Affiliate, but excluding an employee of PSG or an employee of any of its sub-contractors) appointed by or on behalf of PSG or any Affiliate to Process Personal Data;

UK SCCs: means, as applicable, (i) the EU SCCs as amended by the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner ("UK Addendum"), as amended or replaced from time to time, pursuant to Article 46 of the UK GDPR; or (ii) the UK IDTA as amended or replaced from time to time, pursuant to Article 46 of the UK GDPR;

UK IDTA: means the International Data Transfer Agreement to the EU SCCs issued by the Information Commissioner's Office under section 119A (1) Data Protection Act 2018.

The terms "Controller", "Processor", "Personal Data Breach", "Data Subject", "Personal Data", "Process" and "Processing" have the meanings prescribed in the Data Protection Legislation.

2 Data Protection

2.1 This Data Processing Addendum sets out the additional terms, requirements and conditions on which PSG and its Affiliates will Process Personal Data on behalf of Customer when providing Products under the Main Agreement.

2.2 Customer is the Controller and PSG is the Processor in in respect of Personal Data processed by PSG as part of the Products. Subject to ensuring compliance with all applicable Data Protection Legislation, each party may Process business contact information relating to personnel of the other (for example name, business telephone number, job title and business email address) to manage the general relationship between PSG and Customer. For those purposes, each party deems that it is acting as an independent Controller and shall, at all times, ensure compliance with Data Protection Legislation required of a Controller. The parties acknowledge that to the extent any Personal Data is processed for PSG's internal analytics, support or troubleshooting purposes, PSG shall act as an independent Controller.

2.3 In performing their obligations and exercising their rights under the Main Agreement, each party shall comply with their respective requirements under applicable Data Protection Legislation.

2.4 Customer instructs PSG and its Affiliates to process the Personal Data set out in Annex 2 to this Data Processing Addendum, which sets out the subject matter, nature and purpose of Processing by PSG. The Customer shall ensure that any instructions it issues to PSG/its Affiliates comply with Data Protection Legislation, and that there is no prohibition or restriction which would prevent or restrict PSG/its Affiliates from lawfully Processing the Personal Data in order to provide the Products and as otherwise contemplated by the Main Agreement and to fulfil its obligations under the Data Protection Legislation.

2.5 If PSG/its Affiliates become aware of any Customer instruction which, in its opinion, infringes Data Protection Legislation, PSG/its Affiliates will notify Customer and Customer will revise its instruction. Customer acknowledges that receiving an unlawful instruction may result in delays in PSG/its Affiliates' ability to provide the Products.

2.6 In relation to any Personal Data Processed on behalf of Customer in providing the Products, PSG and its Affiliates shall:

2.6.1 Process Personal Data only on written instructions of Customer, to the extent required to provide the Products. If PSG/its Affiliates are required by any applicable laws to process the Personal Data it will, to the extent legally permitted, notify Customer before doing so;

2.6.2 taking into account the cost of implementation, maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk of processing the Personal Data, including as appropriate: (i) the encryption of Personal Data; (ii) the ability to ensure the confidentiality of processing systems; (iii) the ability to restore access to Personal Data in the event of a physical or technical incident (where PSG/its Affiliates is commercially responsible for data back-up); and (iv) a process for testing the effectiveness of security measures;

2.6.3 ensure that persons engaged by PSG/its Affiliates who have access to Personal Data keep the Personal Data confidential (either under documented confidentiality undertakings or professional or statutory obligations of confidentiality);

2.6.4 provide reasonable assistance to Customer (at Customer's request and cost) in dealing with requests from Data Subjects or Supervisory Authorities regarding PSG/its Affiliate's Processing of Personal Data and, taking into account the nature of the Products, provide reasonable assistance to Customer, to the extent possible, for the fulfilment of Customer's obligations under Data Protection Legislation in respect of data security; data breach notification; data protection impact assessments (taking into account the nature of the information available to PSG/its Affiliates); and prior consultation with Supervisory Authorities;

2.6.5 notify Customer without undue delay if it receives a request from a Data Subject to exercise any of their rights under the Data Protection Legislation. If PSG/its Affiliates receives a request from a Data Subject under any Applicable Law regarding Personal Data ("Data Subject Request"), PSG/its Affiliates will: (a) promptly redirect the Data Subject to Customer; and (b) not respond to that Data Subject Request except on the documented instructions of Customer (at Customer's cost); notify Customer without undue delay upon becoming aware of a Personal Data Breach, providing Customer with sufficient information to allow Customer to meet its obligations to report or inform Data Subjects of the Personal Data Breach. PSG/its Affiliates' notification under this clause 2.6.5 will not be construed as an acknowledgement by PSG/its Affiliates of any fault or liability. Customer will work with PSG/its Affiliates, in good faith, to take into account PSG/its Affiliates feedback in developing the content of any notices to any Supervisory Authority and/or affected Data Subjects to the extent it could impact PSG/its Affiliates' reputation;

2.6.6 at the written direction of Customer, delete or return Personal Data to Customer on termination of the Main Agreement unless PSG is required by law to store the Personal Data. Provided it complies with Data Protection Legislation, PSG/its Affiliates may adapt the Personal Data such that a natural person cannot be identified or is not identifiable and use such adapted data strictly for the purposes of development and enhancement of the Products; and

2.6.7 maintain complete, accurate records and information to demonstrate its compliance with this clause and allow for one audit per year by Customer or Customer's designated auditor (at Customer's cost), and Customer will provide reasonable notice of any requested audit that will be conducted during PSG's normal business hours, in a manner that minimizes disruption to PSG's business operations.

2.7 Customer consents to PSG and its Affiliates appointing the following Subprocessors: Amazon Web Services, Google Workspace, and Uservoice. PSG/its Affiliates will ensure all Subprocessors are subject to contractual obligations that contain the same level of protection as those set out in this clause. PSG will be generally authorized to engage new Subprocessors by updating this list. If Customer reasonably objects to the proposed changes within 21 days of being notified, Customer will provide PSG/its Affiliates with a written explanation of the grounds for its objection to permit PSG/its Affiliates to re-evaluate any such new Subprocessor based on the applicable concerns. PSG/its Affiliates will be authorized to appoint any new Subprocessor that Customer does not object within that time period.

2.8 Where a Restricted Transfer is between Customer as exporter and PSG/its Affiliate as importer, the Parties shall comply with the terms set out in Annex 1 to this Data Processing Addendum. The EU SCCs and/or UK SCCs (as amended) made under this Data Processing Addendum go into effect on the later of:

2.8.1 the data exporter becoming a party to this Data Processing Addendum;

2.8.2 the data importer becoming a party to this Data Processing Addendum; and

2.8.3 the commencement of the Restricted Transfer.

Annex 1 - Restricted Transfers

PART 1: Special Terms for transfers of Personal Data Subject to EU Data Protection Law

1 Where a Restricted Transfer is subject to the EU GDPR, Customer (as "data exporter") and PSG/its Affiliate (each as "data importer") hereby enter into Module 2 of the EU SCCs which are incorporated into this Data Processing Addendum by reference, and, in:

1.1 Clause 7, the optional clause will not apply;

1.2 Clause 9, option 2 will apply, and the time period for prior notice of Subprocessor changes will be in accordance with the notification process set out in clause 2.7 of this Data Processing Addendum;

1.3 Clause 11, the optional redress language will not apply;

1.4 Clause 13, the supervisory authority with responsibility for ensuring compliance by the data exporter with GDPR as regards the data transfer shall act as competent supervisory authority;

1.5 Clause 17, option 1 will apply and the EU SCCs will be governed by the law specified in the Main Agreement, provided that law is an EU Member State law recognizing third party beneficiary rights, otherwise, the laws of Ireland apply;

1.6 Clause 18, disputes shall be resolved before the courts specified in the Main Agreement, provided these courts are located in an EU Member State, otherwise those courts shall be the courts of Ireland;

1.7 Annexes 1 and 3 will be deemed to be pre-populated with the relevant sections of Annex 2 to this Data Processing Addendum; and

1.8 Annex 2 of the EU Standard Contractual Clauses will be deemed to be pre-populated with the relevant sections of clause 2.6.2 of this Data Processing Addendum.

PART 2: Special Terms for transfers of Personal Data Subject to UK Data Protection Law

2 In respect of any UK Restricted Transfer, the EU SCCs (as incorporated by reference pursuant to Schedule 1 Part 1) shall be read in accordance with, and deemed amended by, the provisions of Part 2 (Mandatory Clauses) of the UK SCCs, and the Parties confirm that the information required for the purposes of Part 1 (Tables) of the UK SCCs is as set out in the Main Agreement and/or in this Data Processing Addendum.

PART 3: Special Terms for transfers of Personal Data Subject to FADP

3 Where a Restricted Transfer is subject to the FADP, Customer (as "data exporter") and Cordance/its Affiliate (each as "data importer") hereby enter into Module 2 of the EU SCCs which are incorporated into this Data Processing Addendum by reference, and the parties make the same elections as set out in clause 1 above for transfers subject to the EU GDPR, with the following additional modifications:

3.1 References to the GDPR shall be interpreted as references to the FADP or any subsequent act, including the relevant amendments and implementing ordinances

(whereby “the competent supervisory authority” and “competent courts” shall mean the “Swiss Federal Data Protection and Information Commissioner” and the “relevant courts in Switzerland”).

3.2 “personal data”, “special categories of data/sensitive data”, “personality profiles”, “profiling”, “profiling with high risk”, “process/processing”, “controller”, “processor”, “data subject” and “supervisory authority/authority” shall have the meaning assigned to them by the FADP or by any subsequent act, including the relevant amendments and implementing ordinances (whereby “the competent supervisory authority” and “competent courts” shall mean the “Swiss Federal Data Protection and Information Commissioner” and the “relevant courts in Switzerland”).

3.3 The data importer acknowledges and agrees that the Personal Data transferred to data importer by data exporter may include personal data of legal persons and personality profiles of natural persons. The data importer shall process personal data of legal persons in the same manner as other Personal Data and personality profiles in the same manner as special categories of data.

3.4 References to “Member State,” “EU,” and “Union law” shall be interpreted as references to Swiss law.

In the event Customer transfers Personal Data that relates to data subjects in Switzerland to Cordance, the terms in this clause 3 shall modify the corresponding references in the EU SCCs. For clarity and avoidance of doubt, the terms in this clause 3 will amend this Data Processing Addendum to the extent necessary for compliance with the FADP. The terms in this clause 3 shall only apply to Personal Data subject to the FADP.

Annex 2 – Details of the Processing/Transfer

Item	Description
Data Exporter	**Name:** The Customer, as defined in the Main Agreement. **Address:** The Customer's address, as defined in the Main Agreement. **Contact person's name, position and contact details**: The Customer's contact details, as set out in the Main Agreement. **Activities relevant to the data transferred**: Processing of Customer Personal Data in connection with the Products under the Main Agreement. **Role (controller/processor):** Controller
Data Importer	**Name:** PSG entity whose details are set out in the Main Agreement. **Address:** PSG entity address, as defined in the Main Agreement. **Contact person's name, position and contact details:** PSG entity's contact details, as set out in the Main Agreement. **Activities relevant to the data transferred**: As set out in the Main Agreement. **Role (controller/processor):** Processor
Subject matter and duration of processing	Personal Data referred to in this Addendum and will be processed for the duration of the Products. PSG provide B2B SaaS solutions to universities. Activities include: • **User authentication and login** • **Cloud hosting Support ticket handling** • **Bug fixes and security patches**
Nature and purposes of processing	• **Service delivery**: • **Operational efficiency**: Monitor usage, manage resources, improve workflows. • **Compliance and security**: Ensure GDPR adherence, maintain audit trails. • **Customer support**: Handle tickets, resolve bugs, maintain uptime. • **Analytics**: Usage metrics for IT planning and optimization • **Other**: Activities supporting the legitimate business interests of Customer
Categories of personal data and data subjects	Data Subjects: • **University stakeholders**: Students, faculty, administrative staff. Categories of Data: • **Identification**: Names, email addresses (students, staff, employees). • **Technical**: IP addresses, device IDs, login credentials.
Obligations and rights of data controller	Set out in this Addendum, particularly clauses 2.2 and 2.3.
Frequency of Restricted Transfers (where applicable):	As necessary under the Main Agreement and determined by Customer in its sole discretion.

Period for which Personal Data will be Retained (where applicable):	For the duration of the Main Agreement and otherwise in accordance with PSG's retention policy.