

Data Processing Addendum for Sovos Software and Services

Scope and Applicability

This Data Processing Addendum ("DPA") supplements the Software and Services Agreement or other agreement for the provision of Software or Services ("Agreement") entered between Sovos and Customer.

This DPA is incorporated into and is subject to the Agreement and governs the processing of Personal Data by Sovos on behalf of Customer when providing Services or Products. If there is a conflict between this DPA and the Agreement, this DPA shall control. To the extent applicable and required by Applicable Data Protection Laws, the CCPA Addendum, the Swiss Addendum, the UK Addendum and the Standard Contractual Clauses form an integral part of this DPA. Capitalized terms used but not defined in this DPA will have the meaning provided in the Agreement.

1. Data Processing

Scope and Roles of the parties. This DPA applies when we process Personal Data on your behalf. You may act as a Controller or as a Processor in relation to the Personal Data. We will process Personal information solely for the purpose of providing the Services or Products according to the Agreement.

Compliance with Laws. Each party will comply with all laws, rules and regulations applicable to it including Data Protection Laws.

Documented Instructions. The parties agree that this DPA and the Agreement (including those that you may provide through the use of our Products and Services) constitute your documented instructions ("Documented Instructions") with respect to Sovos processing of Personal Data. Additional instructions outside the scope of the Documented Instructions are subject to the prior written agreement between Sovos and Customer. If Sovos considers that an instruction infringes Data Protection Laws, it shall immediately inform you.

2. Data Processing Description

Subject Matter the subject matter is limited to Personal Data within the scope of this DPA.

Duration of the Processing. The duration of the processing shall be in accordance with Customer instructions and the terms of the DPA.

Nature and Purpose of the Processing. The nature and purpose of the processing shall be to provide the Products and Services pursuant to the Agreement.

Duration. The duration of the processing of Personal Data under this DPA is determined by the Customers' instructions and the terms of the DPA.

Types of Personal data and categories of data subjects. the types of Personal Data processed by Sovos when providing the Products and Services include Personal Data that Customer submits to the Products and Services.

Categories of data subjects. In order to perform the Services or Products, Sovos may process Personal Data of your representatives, customers, employees, business partners and its representatives.

3. Data Subject Requests

Sovos will provide reasonable assistance in the fulfillment of Customer's obligation to respond to data subject requests for Personal data processed by Sovos as required under applicable Data

Protection Laws. If a data subject raises a request directly with Sovos, Sovos will promptly send this request to Customer.

4. Security and Confidentiality

Sovos has implemented and will maintain appropriate technical and organizational security measures for the processing of Personal data designed to prevent accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal data. These security measures govern all areas of security applicable to Sovos Products and Services, including physical access, system access, data access, transmission and encryption, input, data backup, data segregation and security oversight, enforcement and other security controls and measures. Additional details regarding the specific security measures that apply to the Services or Products you have ordered are set out in [Security-Data-Sheet](#).

All our employees as well as any Sovos's Sub-Processors, that process Personal Data, are subject to appropriate written confidentiality arrangements, regular training on information protection and compliance with Sovos policies concerning confidential information.

5. Sub-processors

Sovos' uses the sub-processors listed under "[Sub-Processors List](#)" to provide certain limited or ancillary services on its behalf. Customer consents to this engagement and to Sovos Affiliates as sub-processors. The above authorizations will constitute Customer's prior written consent to the subcontracting by Sovos of the processing of Personal Data if such consent is required under the Standard Contractual Clauses or applicable Data Protection Laws.

Sovos is responsible for its sub-processors' compliance with Sovos' obligations in this DPA. When engaging any sub-processor, Sovos will ensure via a written contract that the sub-processor may access and use Personal Data only to the extent and for the duration strictly required to deliver the services Sovos has retained them to provide and that it is prohibited from using Personal Data for any other purpose. Sovos will ensure that all sub-processors are bound by written agreements that require them to provide at least the level of data protection required of Sovos by the DPA.

From time to time, Sovos may engage new sub-processors. Sovos will give you prior notice of any new sub-processor in due time and update the website "Sub-Processors List". You must notify us in writing within fifteen (15) days after receiving our notice, otherwise, we will deem the appointment of the new sub-processor has been authorized by you. Customer may include an explanation of the grounds for non-approval, in order to permit Sovos to re-evaluate any such new sub-processor based on the concerns.

6. Personal Data Incident Management and Notification

Sovos shall maintain security incident management policies and procedures in accordance with the Security Data Sheet. Sovos will notify Customer without undue delay after becoming aware of an Information Security Event that affects Personal Data processed on behalf of the Customer. Sovos will investigate the Security Incident and provide Customer with detailed information about it. We will take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.

If Sovos notifies Customer of a Security Incident, or Customer otherwise becomes aware of any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data, Customer will be responsible for (a) determining if there is any resulting notification or other obligation under Data Protection Laws and (b) taking necessary action to comply with those obligations. This does not limit Sovos' obligations under this section.

7. Audit Rights

Sovos will provide Customer with information as may reasonably be necessary to demonstrate compliance with its obligations as laid down in the Data Protection Laws or this Agreement. Sovos will permit Customer representatives to perform an on-site or virtual assessment of the physical and logical security controls used at Sovos' data processing and business facilities, subject to a notice of 30 days. Assessments will be performed during regular business hours, at a date and time agreed to by both parties and will not require online access to systems processing Personal Data. Such assessments shall occur no more often than once per year.

8. Impact Assessments, reporting and assistance.

Taking into account the nature of the processing and the information available to Sovos, we will assist you in complying with your obligations under Data Protection Laws in respect of data protection impact assessments and prior consultation. Sovos will provide reasonable assistance to Customer in complying with the obligations concerning the security of Personal Data, reporting requirements for data breaches, data protection impact assessments and prior consultations, as and if referred to in Data Protection Laws.

9. Transfers of Personal Data

The Standard Contract Clauses will apply to Personal Data subject to GDPR that is transferred to a Third Country. If Customer is acting as a controller, the Controller to Processor Clauses will apply to a data transfer. If Customer is acting as a processor, the Processor-to-Processor Clauses will apply to a data transfer.

10. Return and Deletion of Customer Data.

Upon termination of the Agreement, and unless you instruct us to return the Personal Data to you, Sovos will securely delete all Personal Data processed on your behalf, except to the extent that any applicable law or regulation requires us to retain a copy of your data for a fixed period. A certificate of deletion will be provided upon your request.

11. Entire Agreement; Conflict

The Standard Contract Clauses are incorporated to this DPA by reference. In the event of any conflict between a provision of this DPA and the provisions of the Agreement with respect to the Processing of Personal Data, the provisions of this DPA shall prevail. This DPA does not intend to modify the Standard Contractual Clauses.

12. Definitions

Uncapitalized terms, such as "**processing**", "**controller**" and "**processor**" have the meanings ascribed to them in Data Protection Laws.

"Data Protection Laws" meaning all laws and regulations applicable to and binding on the processing of Customer Data by Sovos, including GDPR and the UK GDPR, as applicable.

"GDPR" means 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). Where a specific reference is made to GDPR it shall be understood to be referring to the equivalent requirement under the UK GDPR.

"Controller to Processor Clauses" means the standard contractual clauses between controller and processors for data transfer, as approved by the European Commission implementing decision (EU) 2021/914 of 4 June, located [here](#).

“Processor to Processor Clauses” means the standard contractual clauses between processors for data transfers, as approved by the European Commission implementing decision (EU) 2021/914 of 4 June, located [here](#).

“Personal Data” means personal data, personal information, personally identifiable information or other equivalent term, each as defined in Data Protection Law, that Sovos processes on behalf of Customer when providing Products or Services.

“Security Incident” means a breach of Sovos’ security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data.