



STERLING DATA PROCESSING AGREEMENT

This Sterling Data Processing Agreement (“DPA”) forms part of the Master Relationship Agreement (“**Agreement**”) between Sterling Computers Corporation (“**Sterling**”) and **Partner** under which Sterling will resell Services to end user customers (“**Customer**”). Sterling and Partner are referred to individually as a “Party” and collectively as “Parties.”

1. Definitions. Capitalized terms shall have the following meaning. Any capitalized terms in this DPA that are not defined below will have the same meaning ascribed to them in the Agreement. Any other terms that are not defined in this DPA or the Agreement shall have the same meaning ascribed to them under Applicable Data Protection Laws.

- 1.1. “**Authority**” means any court, regulatory or supervisory body, law enforcement agency, consumer protection bureau, or any other government entity with the authority to enforce Applicable Data Protection Laws.
- 1.2. “**Sterling Personal Data**” means Personal Data that Sterling or its Customer provides or makes available to Partner, or that Partner otherwise processes on Sterling’s or its Customer’s behalf, in each case, in connection with the provision of or as a part of the Services pursuant to the Agreement.
- 1.3. “**Applicable Data Protection Laws**” means all data protection, privacy, marketing, and related laws, rules, and regulations applicable to the processing of Personal Data by Partner in connection with the provision of the Services, including any amending or replacement legislation.
- 1.4. “**Personal Data**” means any information that qualifies as “Personal Data,” “personal data,” “personally identifiable information,” and comparable terms, as those terms are defined under Applicable Data Protection Laws.
- 1.5. “**Rights Request**” means any request submitted by a natural person to exercise any of the rights afforded to that person under Applicable Data Protection Laws, for example the right to access, portability, rectification, erasure, and objection to or limitation of processing.
- 1.6. “**Security Breach**” means any unauthorized or unlawful access, use, or disclosure of Sterling Personal Data in the possession, custody, or control of Partner.
- 1.7. “**Sell**” means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally in writing, or by electronic or other means, a consumer’s Personal Data by Partner to another business or a third party for monetary or other valuable consideration.
- 1.8. “**Services**” means the managed services, CID services, and consulting services that Partner provides to Sterling or its customer pursuant to the Agreement, and all reporting and data management associated with those services.
- 1.9. “**Share**” means sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer’s Personal Data by Partner to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration.

2. Processing of Sterling Personal Data.

- 2.1. Partner may Process Sterling Personal Data on behalf of and at the direction of Sterling. Partner agrees that it shall only process Sterling Personal Data in accordance with Sterling’s instructions (including with regard to data transfers): (a) to provide the Services; (b) as authorized by the Agreement, including this DPA; and (c) as documented in other written instructions provided by and acknowledged in writing by Sterling as constituting instructions for purposes of this DPA, unless required or permitted to do



otherwise by applicable laws.

2.2. Partner shall not Sell or Share any Sterling Personal Data.

2.3. Partner shall take reasonable steps to ensure that any employee, agent or contractor of Partner who may have access to the Sterling Personal Data is obligated by contract or professional or statutory obligations to keep all Sterling Personal Data confidential.

2.4. Partner shall not retain, share or disclose, or use any Sterling Personal Data, including for any commercial or business purpose, outside of the direct business relationship between Partner and Sterling. Partner will not combine or update Sterling Personal Data with personal data Partner received from any other source or collected from its own interaction with individuals unless expressly permitted by Applicable Data Protection Laws. Partner shall ensure that all personnel having access to Sterling Personal Data are subject to enforceable contractual or statutory obligations of confidentiality.

3. Compliance with Applicable Data Protection Laws. Both Parties represent and warrant that they are in compliance with and will continue to comply with all Applicable Data Protection Laws.

4. Consent. Sterling represents and warrants that it has secured all necessary consents and authorizations to comply with Applicable Data Protection Laws and to allow Partner to process Sterling Personal Data as contemplated by the Agreement and this DPA.

5. Security of Sterling Personal Data. Taking into account the state of the 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, without prejudice to any other security standards agreed upon by the parties, Partner shall implement and maintain appropriate technical and organizational measures to ensure a level of security of the processing of Sterling Personal Data appropriate to the risk, which provide at least the level of protection required of a controller or covered business under Applicable Data Protection Laws.

6. Sub-processors.

6.1. Sterling generally authorizes the engagement of other third parties as Sub-processors. Partner shall remain responsible for the performance of the Sub-processor's obligations for any Sub-processors engaged by Partner to process Sterling Personal Data.

6.2. When a new Sub-processor is engaged during the term of the Agreement, Partner will provide written notice to Sterling before the new Sub-processor processes any Sterling Personal Data. Sterling may object to a new Sub-processor on reasonable grounds relating to the protection of Sterling Personal Data by providing written notice to Partner within ten (10) days of the date Partner provides notice.

6.3. Partner may disclose Sterling Personal Data to a Sub-processor only on sufficient guarantees, including without limitation that the Sub-processor will comply with Applicable Data Protection Laws, and pursuant to a contract requiring that such Sub-processor implements appropriate administrative, technical, and physical measures to ensure Sterling Personal Data is processed in compliance with Applicable Data Protection Laws, the Agreement, and this DPA. If the SCCs or IDTA apply, Partner may redact all confidential business or legal terms in its agreements with Sub-processors prior to responding to Sterling's request for a copy of a Sub-processor agreement pursuant to the SCCs or IDTA.

7. Rights Requests. In the event Partner receives a Rights Request, Partner shall notify Sterling of the Rights Request without undue delay by providing a copy of it to Sterling. Partner will reasonably cooperate with Sterling in responding to or complying with any Rights Requests regarding Sterling Personal Data. Unless otherwise required by law, Partner shall respond to such requests only by confirming receipt and directing the data subject to contact Customer directly.

- 8. Data Retention.** Partner shall only retain Sterling Personal Data for as long as is reasonable necessary to accomplish the purposes for which it was collected or as otherwise permitted or required by Applicable Data Protection Laws. Upon termination of the Agreement, Sterling may instruct Partner to return or destroy all Sterling Personal Data. If Sterling neglects to provide such instruction within thirty calendar days of the termination of the Agreement, Partner shall destroy all Sterling Personal Data in accordance with Partner's then-current document retention policies and procedures.
- 9. Security Breaches.** In the event Partner discovers or is notified of a Security Breach, Partner will notify Sterling of the Security Breach without undue delay by providing: (i) a description of the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned; (ii) a description of the measures taken or proposed to be taken to address the Security Breach; (iii) a description of the remedial action to limit damage has been and or will be undertaken; and (iv) contact information for a single point of contact with whom Sterling may communicate regarding the Security Breach.
- 10. Cooperation.** Taking into account the nature of processing and the information available to the Partner, Partner shall use commercially reasonable efforts to cooperate with Sterling's reasonable requests to respond to any claim or investigation and/or meet Sterling's obligations under Applicable Data Protection Laws relating to Partner's Processing of Personal Data. Without limitation to the foregoing, by way of example, Partner will assist and cooperate with Sterling's reasonable efforts to: audit Partner's compliance with the DPA and Applicable Data Protection Laws by: (i) allowing and contributing to audits by Sterling, (ii) by making available to Sterling information in Partner's possession reasonably necessary to demonstrate Partner's compliance, and (iii) by stopping and remediating any unauthorized Processing of Sterling Personal Data upon Sterling's instructions; and (c) conduct data protection impact assessments as requested and necessary to comply with the Applicable Data Protection Laws.
- 11. Cross-Border Transfers.**
- 11.1. Sterling Personal Data may be transferred from the European Economic Area ("EEA") member countries or the United Kingdom ("UK") to countries that offer adequate level of data protection under or pursuant to the adequacy decisions published by the relevant Authorities of the EEA, UK or the European Commission ("Adequacy Decision"), without any further safeguards being necessary.
- 11.2. To the extent that either party engages in the transfer or onward transfer of Personal Data from the EEA to any country outside of the EEA which does not have an Adequacy Decision, Partner and Sterling will be deemed to have signed the standard contractual clauses adopted by the European Commission in Decision 2021/914 of 4 June 2021, as same may be amended, supplemented or replaced from time to time ("SCCs"), which form part of this DPA and will be deemed completed as follows: (i) Module 2 of the SCCs applies to transfers of Personal Data from Customer, which is the Controller, to Partner, which is the Processor. Module 4 of the SCCs applies to transfers of Personal Data from Partner to Sterling; (ii) Clause 7 (the optional docking clause) is included; (iii) Under Clause 9 (Use of sub-processors), the Parties select Option 2 (general written authorization); (iv) Under Clause 11 (Redress), the optional language requiring that data subjects be permitted to lodge a complaint with an independent dispute resolution body is not included; (v) Under Clause 13, the following option is selected: The supervisory authority of one of the Member States in which the data subjects whose Personal Data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behavior is monitored, are located shall act as competent supervisory authority; (vi) Under Clause 17 of Module 2 (Governing law), the Parties choose Option 1 (the law of an EU Member State that allows for third-party beneficiary rights) and select the law of Ireland; (vii) Under Clause 17 of Module 4 (Governing law), the Parties select the law of Ireland; (viii) Under Clause 18 (Choice of forum and jurisdiction), the parties

select the courts of Ireland;

11.3. If and to the extent a Party engages in the transfer or onward transfer of Company Personal Data from the United Kingdom to a country that does not have an Adequacy Decision, the Parties are deemed to have signed the SCCs, which form part of this DPA and will be deemed completed as set forth in subsection 10.3 of this DPA. The Parties are further deemed to have signed the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (“IDTA”) which shall amend the SCCs as set forth therein. The Tables of the IDTA shall be completed as follows: (i) Table 1 is completed as set forth Appendix I; (ii) Table 2 is completed as set forth in Sections 10.2(i) through 10.2(ix) herein; (iii) Table 3 is completed as set forth in Sections 10.2(x) herein; and (iv) Table 4 is completed with the selection of “neither Party.”

11.4. If the transfer of Personal Data under the SCCs or IDTA ceases to be lawful, the Parties shall promptly, and without insisting on conditions that are not legally required, cooperate to facilitate use of an alternative lawful data transfer mechanism. If Sterling and Partner are unable to promptly implement such an alternative data transfer mechanism, then either Party may, upon written notice to the other Party suspend the transfer, or reduce the scope of the Services to exclude the transfer of Sterling Personal Data from the EEA or UK to countries without an Adequacy Decision.

12. Limitation of Liability and Indemnity. All indemnification obligations and limitations on liability set forth in the Agreement shall govern any claims arising out of or related to this DPA.

13. Survival. The terms and conditions of this DPA shall survive the termination of the Agreement to the extent necessary for the enforcement of the parties rights and obligations.

14. Severability. If any provision of this DPA is deemed by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the court will modify or reform such provision to give as much force and effect as possible to this DPA. Any provision which cannot be so modified or reformed will be deleted and the remaining provisions of this DPA will continue in full force and effect.

15. Notice. Any notice, request, instruction or other document to be given under the DPA shall be: (i) delivered by hand; or (ii) sent by US Priority Mail or express courier with delivery confirmation to the address of the other Party set out in the relevant Agreement (or such other address or number as a Party may have been notified); or (iii) sent by email to the email address of the Sterling or Partner, as may be set out in the relevant Agreement or otherwise used in the course of dealing between the Parties. Any such notice, request, instruction or other document shall be deemed to have been served: (a) if delivered by hand, at the time of delivery; (b) if sent by US Priority Mail or express courier, upon the expiration of three (3) calendar days after dispatch; or (c) if sent by email, the date upon which the email is sent.

16. Interpretation. This Agreement and any dispute arising out of or in connection it its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the state of South Dakota and the Parties submit to the exclusive jurisdiction of the state and federal courts in the state of South Dakota and waive any claims that such forum is not convenient or appropriate.