

Dated February 1, 2023

THIS DECISIONS INTERNATIONAL DATA PROCESSING ADDENDUM (this “**DPA**”) is hereby incorporated into the current version of the DECISIONS MASTER SERVICES & SOFTWARE LICENSE AGREEMENT (the “**Agreement**”) entered into by and between DECISIONS, LLC, a Virginia limited liability company (“**Decisions**”), and the entity identified on the Order Form as the licensee of the Decisions Software for each such party and its Affiliates (the “**Licensee**”). Decisions and the Licensee are each a “**party**” and collectively the “**parties**” to the Agreement and to this DPA.

The Agreement authorizes Decisions to process Personal Data provided by or collected for the Licensee. This DPA provides additional terms and conditions for Decisions’ collection, handling, processing, transferring and storing Personal Data under the Agreement. This DPA takes precedence over the Agreement, including Order Forms and/or statements of work, and governs any conflicts or inconsistencies between this DPA and the Agreement.

THIS DPA CONSTITUTES AN INTERNATIONAL DATA TRANSFER AGREEMENT UNDER UK LAW IF AND TO THE EXTENT THAT EITHER OR BOTH COMPONENTS OF THE UK GDPR APPLY TO ACTIVITIES HEREUNDER.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Definitions.** For purposes of this DPA, the following terms are defined and shall be interpreted as set forth below. Any capitalized terms not defined in this DPA shall have the meanings set forth in the Agreement or (if not defined therein) applicable Data Protection Laws:

“**Controller**” means the natural or legal person, which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

“**Data Subject**” means an identified or identifiable natural person about whom Personal Data relates, including an identified or identifiable natural person in the European Economic Area or the UK or whose rights are protected by the GDPR or the UK GDPR.

“**Data Subject Rights**” means those rights identified in any of the International Data Protection Laws as available to Data Subjects under such laws, including the rights of Data Subjects to control or limit the collection and processing of their Personal Data.

“**EU-US Data Privacy Framework**” means the Trans-Atlantic Data Privacy Framework announced by the European Commission and the United States on March 25, 2022 to foster trans-Atlantic data flows and all related implementing rules, regulations, agreements, executive orders and actions.

“**International Data Protection Laws**” means any and all applicable international (*i.e.*, non-U.S.) laws, regulations and/or ordinances relating to cybersecurity, data security, data privacy or similar issues, including, without limitation, (i) the European Union General Data Protection Regulation (“**GDPR**”) (Commission Regulation 2016/679 of 27 Apr. 2016); (ii) the UK Data Protection Act of 2018 and the UK General Data Protection Regulation (collectively, “**UK GDPR**”); and (iii) any similar non-U.S. law or regulation applicable to the actions or omissions of the parties hereunder, each as amended or supplemented by other laws, regulations or ordinances at any time.

“**Personal Data**” means as defined in the GDPR and UK GDPR but does not include any Decisions business data or confidential information.

“**Process**” and “**Processing**” mean any operation or set of operations performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, creating, structuring, storage, adaptation, alteration, retrieval, consultation, use, disclosure, transfer, dissemination, otherwise making available, combination, restriction, erasure and/or destruction.

“**Processor**” means a natural or legal person which processes personal data on behalf of the Controller.

“**Security Breach**” means any accidental or unlawful acquisition, destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to, Personal Data.

“**Sub-processor**” means any processor engaged by the Processor or by any other Sub processor of the Processor who agrees to receive the Personal Data exclusively for Processing activities on behalf of the Controller in accordance with Controller’s instructions and in connection with the Agreement for the provision of services to the Controller.

“**Supervisory Authority**” means an independent public authority established by an EU Member State pursuant to Article 51 of the GDPR or by the UK under the UK GDPR or any similar regulator under any other International Data Protection Laws.

2. **Scope and Purposes of Processing.**

(a) Decisions will Process all Personal Data solely to fulfill its obligations to Licensee under the Agreement and this DPA and on Licensee’s behalf, and for no other purposes, unless required to do otherwise by any International Data Protection Laws to which Decisions is subject. In such case, to the extent known and feasible, Decisions will inform Licensee of such legal requirement unless that law prohibits Licensee from providing such information to Licensee. With regard to the Processing of Personal Data, Decisions will act as a Processor and Licensee will act as the Controller. Each party will fully comply with the obligations that apply to it under all applicable International Data Protection Laws. The Personal Data shall remain at all times the Controller’s property.

(b) Without limiting the foregoing, Licensee directs Decisions to Process Personal Data in accordance with Licensee’s written instructions as may be provided by Licensee to Decisions from time to time and also in accordance in the following principles:

(i) **Subject Matter, Nature and Purpose of Processing:** Decisions will Process Personal Data solely to provide Licensee with any applicable Professional Services and with access to the Software (collectively, the “**Services**”) and to fulfill its purposes under the Agreement, which may include any lawful processing or business purposes permitted under applicable International Data Protection Laws. The Processing by Decisions may consist of all permitted processing operations under the Agreement as necessary to provide the Services.

(ii) **Anticipated Duration of Processing:** Decisions may Process Personal Data for the term of the Agreement and thereafter for permitted purposes under applicable International Data Protection Laws, including for internal tax and audit purposes.

(iii) Categories of Personal Data Subject to Processing: All forms, types and categories of Personal Data may be processed, except that special categories of personal data will be subject to special rules and restrictions under applicable International Data Protection Laws. Licensee represents and warrants to Decisions that Licensee will not upload or otherwise transfer to Decisions or to its Cloud Provider any special categories of personal data without prior notice to or authority from Decisions and, in all cases, solely in compliance with International Data Protection Laws.

(iv) Categories of Data Subjects: There are no limitations or restrictions on the type or category of Data Subjects subject to this DPA.

(c) Decisions will immediately inform Licensee if, in Decisions' opinion, an instruction from Licensee may violate any International Data Protection Laws but compliance with such laws shall be Licensee's obligation.

(d) Decisions agrees not to:

(i) Collect, transfer or process any Personal Data received from Licensee in violation of International Data Protection Laws.

(ii) Process Personal Data for any purpose outside of the direct business relationship between Licensee and Decisions or for a commercial purpose other than for providing the Services or as permitted by applicable International Data Protection Laws.

(iii) Combine or update Personal Data collected from Licensee with personal information that Decisions received from another source or collected from its own interaction with the Data Subjects unless expressly permitted under applicable International Data Protection Laws.

(iv) Attempt to link, identify or otherwise create a relationship between Personal Data and non-Personal Data or any other data except as authorized under the Agreement or under International Data Protection Laws or as necessary to provide the Services without the express authorization of Licensee.

(e) Information that has been de-identified (or anonymized) is not Personal Data. Decisions may de-identify Personal Data only if it:

(i) Has implemented technical safeguards that prohibit reidentification of the Data Subject to whom the information may pertain;

(ii) Has implemented business processes that specifically prohibit reidentification of the information;

(iii) Has implemented business processes to prevent inadvertent release of deidentified information; and

(iv) Makes no attempt to reidentify the information.

3. Compliance with International Data Protection Laws.

(a) Decisions will only Process Personal Data as set forth in this DPA and in compliance with International Data Protection Laws.

(b) Decisions will notify the Licensee if it makes a determination that it can no longer meet its obligations under this DPA and applicable International Data Protection Laws.

(c) Decisions hereby certifies that it understands its restrictions and obligations set forth in this DPA and will comply with them.

4. **Personal Data Processing Requirements.** Decisions will:

(a) Ensure that the persons it authorizes to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

(b) Upon written request of Licensee, assist Licensee in the fulfilment of Licensee's obligations to respond to verifiable requests by Data Subjects (or their representatives) for exercising their Data Subject Rights.

(c) Promptly notify Licensee of (i) any third-party or Data Subject requests or complaints regarding the Processing of Personal Data; or (ii) any Supervisory Authority or Data Subject requests for access to or information about Decisions' Processing of Personal Data on Licensee's behalf, unless prohibited by International Data Protection Laws. If Decisions receives a third-party, Data Subject, or Supervisory Authority request, Decisions will await written instructions from Licensee on how, if at all, to assist in responding to the request. Decisions will provide Licensee with reasonable cooperation and assistance in relation to any such request.

(d) To the extent that Decisions believes or becomes aware that its Processing or the Processing proposed by Licensee of Personal Data is likely to result in a high risk (as defined in applicable International Data Protection Laws) with regard to the rights and freedoms of Data Subjects, it shall promptly inform the Licensee and cooperate, at Licensee's expense, as requested by Licensee to enable it to respond and comply with applicable International Data Protection Laws, including providing reasonable assistance to and cooperation with Licensee for Licensee's performance of a data protection assessments of the Processing or proposed Processing of Personal Data.

(e) Provide reasonable assistance to and cooperation with Licensee for Licensee's consultation with any Supervisory Authority in relation to the Processing or proposed Processing of Personal Data, including complying with any obligation applicable to Decisions to consult with a Supervisory Authority or Auditor of Licensee in relation to Decisions' Processing or proposed Processing of Personal Data.

5. **Data Security.** Decisions will implement appropriate administrative, technical, physical and organizational measures prior to and during Processing of any Personal Data to protect the security, confidentiality and integrity of the data and to protect the data against any form of Security Breach. Decisions shall ensure a level of security appropriate to the risks presented by the processing of Personal Data and the nature of such Personal Data. Such measures shall include, as appropriate:

(a) The ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services;

(b) The ability to restore the availability and access to the Personal Data in timely manner in the event of a physical or technical security incident;

(c) A process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

At a minimum, such measures shall meet or exceed relevant industry practice. As of the Effective Date of the Agreement, Decisions has implemented the required security measures. Decisions may update or modify such security measures from time to time provided that such updates and modifications do not result in the material degradation of the security of the Services.

6. **Duty to Notify and Cooperate.** Decisions will promptly notify Licensee and fully cooperate with Licensee:

(a) If Decisions becomes aware of any Security Breach relating to its or its Sub-processor's use or Processing of Personal Data. In such case, Decisions shall promptly inform the Licensee of the Security Breach without undue delay and shall provide all such timely information and cooperation as the Licensee may reasonably require including in order for the Licensee to fulfill its data breach reporting obligations under and in accordance with applicable International Data Protection Laws. Decisions shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Security Breach that are under its reasonable control and shall keep the Licensee up-to-date about all developments in connection with the Security Breach. Decisions shall also take all reasonable, necessary and appropriate steps to remedy any non-compliance with International Data Protection Laws or cease further Processing of Personal Data, and the Controller may immediately terminate Decisions' access to Personal Data or take any other necessary action as determined in its sole discretion; and

(b) To enable the Licensee to comply with its obligations with regard to the security of the Processing of Personal Data, taking into account the nature of the Processing and the information available to Decisions;

7. **Right to Audit.** Upon the Licensee's request, Decisions will make all records, appropriate personnel, data processing facilities and any relevant materials relating to the Processing of Personal Data available to Licensee so Licensee may demonstrate compliance with its obligations under applicable International Data Protection Laws. In particular, the Licensee or a third party appointed by the Licensee (the "***Auditor***") may enter Decisions' premises or the location where Personal Data is Processed, on reasonable notice during regular business hours and subject to appropriate confidentiality obligations, to verify Decisions' compliance hereunder. The identity of the Auditor and the scope, timing and duration of the audit shall be separately agreed upon between the parties. The Licensee or the Auditor may also inspect, audit and review (but not remove) any relevant records, processes and systems (other than sensitive network design, configuration or internal auditor) data to verify compliance with applicable International Data Protection Laws and this DPA. The Licensee shall take all reasonable measures to prevent unnecessary disruption to Decisions' and/or its Sub-processor's operations. The audits will be at Licensee's expense and Licensee will not exercise its inspection rights as set forth in this clause more than once in any twelve (12) calendar month period and with at least thirty days' prior written notice, except (i) if and when required by instruction of a competent Supervisory Authority, or (ii) the Licensee believes a further audit is necessary due to a Security Breach by Decisions.

8. **Subcontractors.**

(a) Licensee acknowledges and agrees that Decisions may use Decisions' Affiliates or other subcontractors to Process Personal Data in accordance with the provisions of this DPA and/or International Data Protection Laws. Decisions' Cloud Provider is identified in the Agreement and Licensee will be notified of other or additional Sub-processors that Decisions desires to utilize in the

Standard Contractual Clauses or in any amendments thereto or otherwise in writing as required under this DPA or applicable International Data Protection Laws.

(b) Where Decisions sub-contracts any of its rights or obligations concerning Personal Data, including to any Affiliate or Sub-processor, Decisions will (i) take steps to select and retain subcontractors that are capable of maintaining appropriate privacy and security measures to protect Personal Data consistent with International Data Protection Laws; and (ii) enter into a written agreement with each subcontractor that imposes obligations on the subcontractor that are no less restrictive than those imposed on Decisions under this DPA.

(c) If Decisions provides notice to Licensee of a proposed change to subcontractors or Sub-processors, Licensee shall raise any objection to the appointment thereof within ten (10) days of Decisions' notice to Licensee. In the event Licensee objects to a new subcontractor or Sub-processor, Decisions will use reasonable efforts to make available to Licensee a change in the services or recommend a commercially reasonable change to Licensee' use of the services by the objected-to subcontractor or Sub-processor.

9. Cross Border Data Transfers.

(a) If any International Data Protection Laws restrict cross-border transfers of Personal Data, Decisions will only transfer that Personal Data across a restricted border under the following conditions:

(i) If the proposed transfer is of Personal Data of Data Subjects located in the UK or the European Economic Area to Decisions in the United States or in any other restricted location, and if the EU-US Data Privacy Framework is in effect, Decisions will only transfer such data in accordance with the requirements of the EU-US Data Privacy Framework.

(ii) If the EU-US Data Privacy Framework is not in effect, Decisions agrees to only transfer such data across a restricted border by means of a valid cross-border transfer mechanism under International Data Protection Laws, such as by obtaining valid Data Subject consent to such transfer, or

(iii) By execution of Standard Contractual Clauses (“*SCCs*”) for the transfer of personal data to processors established in third countries (pursuant to Commission Decision 2010/87/EC) under GDPR and/or UK GDPR. Form versions of relevant SCCs are posted by electronic links hereto as **Exhibit A** and/or **Exhibit B**, as applicable. Decisions agrees to properly complete such SCCs and take any other actions necessary to legitimize such transfers, such as implementing supplementary measures or supervisory authority consultations. Decisions will utilize the appropriate modules of the SCCs based on the nature of Personal Data subject to cross-border transfers in the event that Exhibit I and/or Exhibit B are not the appropriate module. In such cases, Decisions will act as the “*data importer*” for the Standard Contractual Clauses and Licensee will act as the “*data exporter*.” In case of conflict between the Standard Contractual Clauses and this DPA, the Standard Contractual Clauses will prevail.

(b) The standard contractual clauses shall not apply where Decisions Processes Personal Data (i) in a country that the UK or European Commission has decided provides adequate protection for Personal Data and (ii) shall not apply to any Processing by Decisions of Personal Data that is not subject to International Data Protection Laws.

10. **Return or Destruction of Personal Data.** Except to the extent required otherwise by International Data Protection Laws, Decisions will return to Licensee and/or securely destroy all Personal Data upon (a) written request of Licensee or (b) termination of the Agreement. Except to the extent prohibited by International Data Protection Laws, Decisions will inform Licensee if it is not able to return or delete any Personal Data. Any remaining Personal Data which is not deleted or effectively anonymized will be unavailable for any further Processing except to the extent required by International Data Protection Laws.

11. **Records.** Decisions will keep detailed, accurate and up-to-date records regarding any processing of Personal Data that it carries out for the Licensee, including access, control and security of the Personal Data, approved subcontractors and sub-processors, the processing purposes and any other records required by applicable International Data Protection Laws (collectively, the “**Records**”). Decisions will ensure that the Records are sufficient to enable the Licensee to verify Decisions’ compliance with its obligations hereunder. The parties agree to review the Records and the appendices to this DPA and the SCCs at least annually to confirm their current accuracy and to update them as and when required to reflect current practices.

12. **Governing Law, Indemnification, Limitation of Liability.** Except for the rights and remedies of Data Subjects relating to violations of this DNA or the SCCs, the governing law, indemnification obligations and limitations of damages and liability arising out of or related to this DPA are subject to the provisions applicable thereto in the Agreement.

13. **Term.** The effective date of this DPA shall be the date on which the term of the Agreement commences. The provisions of this DPA survive the termination or expiration of the Agreement for so long as Decisions or its Sub-Processors Process the Personal Data subject hereto in accordance with the terms hereof and International Date Protection Laws.

IN WITNESS WHEREOF, the parties hereto have executed this DPA as of the Effective Date of the Agreement:

DECISIONS, LLC

_____ (LICENSEE)

By _____

By _____

Name:

Name:

Title:

Title:

EXHIBIT A: <https://decisions.com/wp-content/uploads/2023/02/Exhibit-A-SCC-for-Cross-Border-Transfers-EU-Controller-to-US-Processor-02-01-23-2.pdf>

EXHIBIT B: <https://decisions.com/wp-content/uploads/2023/02/Exhibit-B-UK-ICO-Addendum-to-EU-SCCs-for-Cross-Border-Transfers-02-01-23.pdf>