



GDPR ADDENDUM

THIS GDPR ADDENDUM ("Addendum") is made part of Transcepta's Terms of Service because Customer is subscribing to use the Service in the European Union.

Background

Customer may have locations in the European Union and/or may provide and/or receive transaction exchange documents, such as invoices and purchase orders, from certain of its suppliers located in the European Union. This Addendum addresses Transcepta's compliance with the EU's General Data Protection Regulation (2016/679) ("GDPR"), enforceable as of May 25, 2018 with respect to EU Personal Data. The terms "Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Processing", "Processor" and "Supervisory Authority" have the meanings given to them in the GDPR.

1. Compliance with GDPR. To the extent that any data submitted to the Service from the European Union constitutes Personal Data, Transcepta's Service with respect to such Personal Data and its processes and treatment of such Personal Data on behalf of Customer shall comply with the GDPR.

2. Controller and Processor. The parties acknowledge that for the purposes of the GDPR, Customer is the Controller and Transcepta is the Processor of any Personal Data Processed by Transcepta pursuant to the Agreement. Transcepta is acting on behalf of Customer when Processing any Personal Data of Customer or its suppliers that may be contained within their electronic transaction exchange documents between them, and shall act solely on the documented instructions from Customer regarding such Personal Data (unless prohibited by the GDPR) for the purposes of providing the Services. Transcepta shall Process only such types of Personal Data, relating to the categories of Data Subjects, and in the manner required to deliver the Services, in all cases as agreed by the Parties. If Transcepta is of the opinion that the instruction infringes the GDPR, it shall inform Customer to this effect.

3. Scope and Nature of Processing.

3.1. Subject Matter and Duration of the Processing of Personal Data. In accordance with the service descriptions of the Agreement.

3.2. Nature and Purpose of the Processing of Personal Data. In accordance with the service descriptions of the Agreement.

3.3. Types of Personal Data to be Processed / Categories of Data Subjects to whom Personal Data relates. Business-to-business e-invoices and other transaction exchange documents (e.g., purchase orders). Although such transaction exchange documents transmitted through the Service do not generally contain any Personal Data, Personal Data may occasionally be included, such as name, surname, address, telephone number, e-mail and other non-sensitive contact details. Such Personal Data, if any, will be for the Customer's and/or supplier's employees or representatives (the "Data Subjects") for internal business control purposes to facilitate the transaction exchange between Customer and its supplier.

4. Additional Obligations of Transcepta as Processor.

4.1. Notifications. Transcepta will, taking into account the nature of the Processing and the information available to Transcepta, notify Customer promptly in writing of any:

4.1.1. actual or suspected Personal Data Breach, such notice to include information required by Customer to comply with its obligations under the GDPR; and

4.1.2. of any communication (including requests) by Data Subjects concerning the Processing of their Personal Data or any other communication (including from a Supervisory Authority) relating to either Party's obligations under the GDPR in respect of the Personal Data.

4.2. Cooperation. Transcepta will provide cooperation and assistance to Customer regarding Section 4.1 above, including to the extent possible the adoption of appropriate technical and organizational measures, taking into consideration the commercial balance of the Agreement.

4.3. Personal Data Security. Transcepta shall take all necessary steps to ensure that Personal Data submitted to the Services be maintained using reasonable data security measures. Transcepta shall not;

4.3.1. Use the Personal Data, nor reproduce it in whole or in part in any form except as required under the Agreement or applicable law;

4.3.2. Disclose the Personal Data to any third party or persons not authorized by Customer to receive it, except with the prior written consent of Customer or as required by applicable law or as is required to perform the Services under the Agreement; or

4.3.3. Alter, delete, add to or otherwise interfere with the Personal Data except as expressly required under the Agreement.

4.4. End of Term. Upon completion or termination of Services, at Customer's request, Transcepta shall destroy or return all Personal Data to Customer with all other media or documents where any Personal Data is maintained, subject to the 'Off-boarding' terms where relevant.

4.5. Employees, Agents and Subcontractors. Transcepta shall ensure that its employees, agents and subcontractors who receive and/or Process Personal Data comply with the GDPR as applicable, that they are bound by data protection obligations materially the same or greater than those included in the Agreement, and that they are subject to obligations of confidentiality. Customer hereby authorizes Transcepta to engage agents and subcontractors to Process Personal Data at Transcepta's discretion to perform the Service, upon notifying Customer of such intention through e-mail or a bulletin and giving it the right to object within one (1) calendar week. If Customer timely objects in writing to Transcepta and Transcepta is not able to find a proper replacement within a reasonable time, Customer may terminate the Agreement with immediate effect.

4.6. Documentation. Transcepta will, to the extent required by the GDPR, maintain documentation demonstrating compliance with its obligations under this Section and will permit Customer access to Transcepta's facilities, procedures and other operational data and information for purposes of auditing Transcepta's compliance with its obligations under this Section, subject to the third party and Customer audit rights rules in the Agreement.

4.7. Compliance Assistance. Transcepta shall assist Customer in ensuring compliance with its obligations pursuant to Articles 35 (data protection impact assessment) and 36 (consulting with Supervisory Authority in case of Processing resulting in high risk to the rights and freedoms of individuals) of the GDPR taking into account the nature of Processing and the information available to Transcepta, to the extent possible and considering the commercial balance of the Agreement.

4.8. Technical and Organizational Measures. Transcepta shall take relevant technical and organizational measures required by Article 32 of the GDPR to ensure a level of security for the Personal Data which is appropriate to the risk presented by the Processing.

5. EU Standard Contractual Clauses. Customer hereby consents to Transcepta and/or its agents or subcontractors, entering into standard contractual clauses published by the EU Commission pursuant to Decision 2021/915 (4 June 2021) for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, as applicable, or a similar measure under GDPR if relevant.

6. Limitation of Liability. For the avoidance of doubt, this Addendum does not affect the warranties, limitations of liability or indemnification provisions in the Agreement.

7. Miscellaneous. This Addendum is made a part of Transcepta's Terms of Service. To the extent there is a conflict between the terms of this Addendum and the terms in the Terms of Service with respect to Personal Data input into the Service from the European Union, the terms of this Addendum will control. Capitalized terms in this Addendum shall have the same meaning as in the Terms of Service.

Last updated 5.16.22