DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA**") is made a part of the ZPE Systems Cloud Services Subscription Agreement ("**Agreement**") between ZPE and the Customer. This DPA will be effective and replaces any previously applicable terms relating to its subject matter, from the date of the parties' execution of the Agreement. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

1. **Definitions**

1.1 **"Affiliate"** means an entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. For purposes of this definition, "control" means direct or indirect ownership or control of more than 50% of the voting interest of the subject entity.

1.2 **"Data Protection Law"** means any and all applicable domestic and foreign laws, rules, directives, and regulations, on any local, provincial, state or deferral or national level, pertaining to data privacy, data security, and/or the protection or processing of personal data under the Agreement, including, where applicable, the Privacy and Electronic Communications Directive 2002/58/EC (and respective local implementing laws) concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications), including any amendments or replacements to them, the 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 ("**GDPR**"), the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. ("**CCPA**"), Canada Personal Information Protection and Electronic Documents Act 2000 ("**PIPEDA**") the United Kingdom's Data Protection Act 2018 ("**UK-GDPR**"), and the Israeli Protection of Privacy Law, 1981 and the regulations promulgated thereunder ("**PPL**").

1.3 "**Data Subject**" means a data subject to whom personal data relates. Where applicable, Data Subject shall be deemed as a "**Consumer**" as this term is defined under the CCPA.

1.4 **"EEA"** means those countries that are members of the European Economic Area.

1.5 "**Permitted Purposes**" mean any purposes in connection with ZPE performing its obligations under the Agreement.

1.6 **"Security Incident"** shall mean any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed. For the avoidance of doubt, any personal data Breach (as defined under the GDPR) will comprise a Security Incident.

1.7 "**Security Measures**" mean commercially reasonable security-related policies, standards, and practices commensurate with the size and complexity of the ZPE's business, the level of sensitivity of the data collected, handled, and stored, and the nature of the ZPE's business activities.

1.8 **"Standard Contractual Clauses"** shall mean, as relevant, the "Standard Contractual Clauses" under, and as defined by, Regulation EU) 2016/679 of the European Parliament and of the Council has adopted on June 4, 2021, by the European Commission Decision (EU) 2021/914 ("**SCCs**"); any standard contractual clauses under the UK GDPR; and any future applicable statutory instruments amending or repealing the above mentioned statutory clauses.

1.9 **"UK GDPR"** means the Data Protection Act 2018, as well as the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue 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 (SI 2019/419).

1.10 Sub-Processors

1.11 "**Sub-Processor(s)**" means any Affiliate, agent, contractor or assignee of ZPE that may process personal data pursuant to the terms of the Agreement, and any unaffiliated processor, vendors, or a service provider engaged by ZPE.

1.12 The terms "**controller**", "**processing**" and "**processor**" shall have the meanings ascribed to them in the GDPR, as applicable. Where applicable, a controller shall be deemed to be a "**Business**" under the CCPA, a disclosing "**Organization**" under PIPEDA,, and APA, an "**Owner of a Database**" under the PPL, and a processor shall be deemed to be the "**Service Provider**" under the CCPA, a recipient "**Organization**" under PIPEDA, and APA or a "**Holder of a Database**" under the PPL, respectively, and shall also have the meaning ascribed to equivalent terms under additional applicable Data Protection Laws.

2. **Application of this DPA**

2.1 This DPA will only apply to the extent all of the following conditions are met:

(A) ZPE independently or through the use of Sub-Processors, Processes personal data on behalf of Customer, or on behalf of Customer's applicable client who assume the position of Data Controllers under Data Protection Law, in connection with the Agreement;

(B) "processes" (as this term is defined by GDPR and/or by any applicable law or regulation) personal data that is made available by the Customer in connection with the Agreement (whether directly by the Customer or indirectly by a third party retained by and operating for the benefit of the Customer);

(C) Data Protection Law applies to the processing of personal data.

2.2 This DPA will only apply to the services for which the Parties agreed to in the Agreement and which incorporates this DPA by reference.

2.3 Customer's contact and billing information are processed by ZPE in its capacity of a separate and independent Controller and are outside the scope of this DPA.

3. **Parties' Roles**

3.1 In respect of the Parties' rights and obligations under this DPA regarding the personal data, the Parties hereby acknowledge and agree that the Customer is the Controller or Processor and ZPE is a Processor or Sub-Processor, and accordingly:

(A) ZPE agrees that it shall process, either by itself or through its Sub-Processors, all personal data in accordance with its obligations pursuant to this DPA;

(B) The parties acknowledge that the Customer discloses personal data to ZPE only for the performance of the Services and that this constitutes a valid business purpose for the processing of such data.

3.2 If Customer is a Processor, Customer warrants to ZPE that Customer's instructions and actions with respect to the personal data, including its appointment of ZPE as another Processor and concluding the Standard Contractual Clauses, have been authorized by the relevant controller.

3.3 Notwithstanding anything to the contrary in the DPA and Data Protection Laws, Customer acknowledges that ZPE shall have the right to collect, use and disclose: (A) data collected in the context of providing the Services, for the purpose of the operation, support or use of its services for its legitimate business purposes, such as account and contract management (including for billing, audit and recordkeeping purposes), technical support, troubleshooting, security, protecting against fraudulent or illegal activity, billing, and for the purpose of establishment/exercise and defense of legal claims; and (B) aggregated and/or anonymized information.

4. **Compliance with Laws**

4.1 Each Party shall comply with its respective obligations under the Data Protection Law.

4.2 ZPE shall provide reasonable cooperation and assistance to Customer in relation to ZPE's processing of personal data in order to allow Customer to comply with its obligations as a Data Controller under the Data Protection Law.

4.3 ZPE agrees to notify the Customer promptly if it becomes unable to comply with the terms of this DPA and take reasonable and appropriate measures to remedy such non-compliance.

4.4 Throughout the duration of the DPA, the Customer agrees and warrants that:

(A) personal data has been and will continue to be collected, processed, and transferred by Customer in accordance with the relevant provisions of the Data Protection Law;

(B) Customer is solely responsible for determining the lawfulness of the data processing instructions it provides to ZPE and shall provide ZPE only instructions that are lawful under Data Protection Law;

(C) the processing of personal data by ZPE for the Permitted Purposes, as well as any instructions to ZPE in connection with the processing of the personal data ("**Processing Instructions**"), has been and will continue to be carried out in accordance with the relevant provisions of the Data Protection Law; and that

(D) The Customer has informed Data Subjects of the processing and transfer of personal data pursuant to the Agreement and this DPA and obtained valid consent or relies on other lawful grounds thereto (including without limitation any consent required by ZPE in order to comply with the Processing Instructions and the Permitted Purposes).

5. **Processing Purpose and Instructions**

5.1 The subject matter of the processing, the nature, and purpose of the processing, the type of personal data and categories of data subjects, and data systems of Customer to which ZPE may have access (if any), as applicable, shall be as set out in the Agreement.

5.2 ZPE shall process personal data only for the Permitted Purposes and in accordance with Customer's written Processing Instructions (unless waived in a written requirement), the Agreement and the Data Protection Law, unless ZPE is otherwise required to do so by law to which it is subject (and in such a

case, ZPE shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest).

5.3 To the extent that any Processing Instructions may result in the Processing of any personal data outside the scope of the Agreement and/or the Permitted Purposes, then such Processing will require a prior written agreement between ZPE and Customer, which may include any additional fees that may be payable by Customer to ZPE for carrying out such Processing Instructions. ZPE shall immediately inform Customer if, in ZPE's opinion, an instruction is in violation of Data Protection Law.

5.4 Additional instructions of the Customer outside the scope of the Agreement require prior and separate agreement between Customer and ZPE, including the agreement on additional fees (if any) payable to ZPE for executing such instructions.

5.5 ZPE shall not sell, retain, use or disclose the personal data for any purpose other than for the specific purpose of performing the Services or outside of the direct business relationship between the parties, including for a commercial purpose other than providing the Services, except as required under applicable laws, or as otherwise permitted under the CCPA (if applicable) or as may otherwise be permitted for service providers or under a comparable exemption from "sale" in the CCPA (as applicable), as reasonably determined by ZPE. The ZPE's performance of the Services may include disclosing personal data to Sub-Processors where this is relevant in accordance with this DPA. The ZPE certifies that it, and any person receiving access to personal data on its behalf, understand the restrictions contained herein.

6. **Reasonable Security and Safeguards**

6.1 ZPE shall use Security Measures (i) to protect the availability, confidentiality, and integrity of any personal data collected, accessed or processed by ZPE in connection with this Agreement, and (ii) to protect such data from Security Incidents.

6.2 The Security Measures are subject to technical progress and development and ZPE may update or modify the Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the services procured by Customer.

6.3 ZPE shall take reasonable steps to ensure the reliability of its staff and any other person acting under its supervision who has access to and processes personal data. ZPE shall ensure that persons authorized to process personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

6.4 ZPE is responsible for performing its obligations under the Agreement in a manner which enables ZPE to comply with Data Protection Law, including implementing appropriate technical and organizational measures to ensure a level of security appropriate to the risks that are presented by the processing of personal data, in particular protection against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data.

7. **Security Incidents**

7.1 Upon becoming aware of a Security Incident, ZPE will notify Customer without undue delay and will provide information relating to the Security Incident as reasonably requested by Customer. ZPE will

use reasonable endeavors to assist Customer in mitigating, where possible, the adverse effects of any Security Incident.

8. **Security Assessments and Audits**

8.1 ZPE shall maintain appropriate technical and organizational measure for protection of the security, confidentiality, and integrity of personal data. ZPE regularly monitors its compliance with data protection and information security standards. ZPE or third parties may perform audits and generate an audit report ("**Report**"), which will be ZPE's confidential information.

8.2 ZPE shall, upon reasonable and written notice and subject to obligations of confidentiality, allow its data processing procedures and documentation to be inspected, no more than once a year, by Customer (or its designee), at Customer's expense, in order to ascertain compliance with this DPA. ZPE shall cooperate in good faith with audit requests by providing access to relevant knowledgeable personnel and documentation.

8.3 At Customer's written request, and subject to obligations of confidentiality, ZPE may satisfy the requirements set out in this section by providing Customer with a copy of the Report so that Customer can reasonably verify ZPE's compliance with its obligations under this DPA. If Customer wishes to change this instruction regarding the audit, then Customer has the right to request a change to this instruction by sending ZPE written notice.

9. **Cooperation and Assistance**

9.1 If ZPE receives any requests from individuals or applicable data protection authorities relating to the processing of personal data under the Agreement, including requests from individuals seeking to exercise their rights under Data Protection Law, ZPE will promptly redirect the request to Customer. ZPE will not respond to such communication directly without Customer's prior authorization, unless legally compelled to do so. If ZPE is required to respond to such a request, ZPE will promptly notify Customer and provide Customer with a copy of the request, unless legally prohibited from doing so. The Customer is responsible for verifying that the requestor is the data subject whose information is being sought. ZPE bears no responsibility for information provided in good faith to Customer in reliance on this subsection.

9.2 If ZPE receives a legally binding request for the disclosure of personal data which is subject to this DPA, ZPE shall (to the extent legally permitted) notify Customer upon receipt of such order, demand, or request. It is hereby clarified however that if no such response is received from Customer within three (3) business days (or otherwise any shorter period as dictated by the relevant law or authority), ZPE shall be entitled to provide such information.

9.3 Notwithstanding the foregoing, ZPE will cooperate with Customer with respect to any action taken by it pursuant to such order, demand or request, including ensuring that confidential treatment will be accorded to such disclosed personal data. Customer shall cover all costs incurred by ZPE in connection with its provision of such assistance.

9.4 Upon reasonable notice, ZPE shall:

(A) Taking into account the nature of the processing, provide reasonable assistance to the Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of

the Customer's obligation to respond to requests for exercising Data Subject's rights, at Customer's expense;

(B) Provide reasonable assistance to the Customer in ensuring Customer's compliance with its obligation to carry out data protection impact assessments or prior consultations with data protection authorities with respect to the processing of personal data, provided, however, that if such assistance entails material costs or expenses to ZPE, the parties shall first come to an agreement on Customer reimbursing ZPE for such costs and expenses.

9.5 Customer agrees to exercise any right it may have to conduct an audit or inspection, including under the Standard Contractual Clauses if they apply, by instructing ZPE to carry out the audit described herein.

9.6 ZPE shall appoint a representative as a point of contact and responsible manager for all issues arising out of the Data Protection Laws, who will work together in good faith with the Customer to reach an agreement with regards to any issues arising from time to time in relation to the processing of personal data in connection with this Agreement.

10. **Use of Sub-Processors**

10.1 To deliver and support the ZPE SaaS services, ZPE engages a limited number of carefully selected third-party Sub-Processors who may process personal data on ZPE's behalf. These Sub-Processors help ZPE operate, secure, and improve our platform.

10.2 Notification and Customer Objection Rights. ZPE will notify Customer in advance at least thirty (30) days of any intended addition or replacement of a Sub-Processor by email or customer portal. This notice will include the Sub-Processor's name, purpose of processing, and location. Customers may object to the engagement of a new Sub-Processor by submitting a written objection within the notice period. The objection must contain reasonable and documented grounds relating to data protection concerns (e.g., the Sub-Processor's location, security posture, or regulatory history). ZPE will then work in good faith with Customer to address the concern, which may include:

(A) Providing additional information about the Sub-Processor's security and compliance practices;
(B) Offering alternative solutions or mitigation;
(C) Exploring alternate Sub-Processors (where feasible).

If the objection cannot be resolved, the Customer may terminate the affected service in accordance with the Agreement's termination terms.

10.3 Sub-Processor Agreements. ZPE ensures that each Sub-Processor is bound by a written agreement that includes obligations equivalent to those set out in this Data Processing Addendum and meets the requirements of applicable Data Protection Law, including:

(A) Limiting access to personal data to only that which is required for service delivery;
(B) Implementing appropriate technical and organizational measures (aligned with SOC 2 Type 2 and ISO/IEC 27001 standards);
(C) Prohibiting further onward transfers without ZPE's approval.

10.4 ZPE Responsibility. ZPE remains fully responsible for the acts and omissions of its Sub-Processors and ensures that their processing activities comply with the obligations outlined in this DPA.

10.5 Purpose Limitation. ZPE will only disclose personal data to Sub-Processors as necessary for the performance of services under this Agreement. ZPE does not sell or share Customer personal data with third parties for advertising, marketing, or commercial purposes, and only discloses personal data when required by law or authorized under the Agreement.

10.6 Current Sub-Processors. ZPE maintains the following Sub-Processors in support of its SaaS platform:

Sub-Processor	Purpose	Data Categories Processed	Location of Processing	Certifications / Safeguards
Google Cloud Platform (GCP)	Infrastructure hosting and storage	Personal data stored by Customer	United States: Oregon and South Carolina Europe: Germany and Netherlands	SOC 2, ISO 27001, GDPR SCCs available
Mailgun Technologies, Inc.	Transactional email delivery	Email addresses, message metadata	United States	SOC 2, GDPR SCCs, CCPA compliance

11. **Transfer of personal data**

11.1 Customer hereby provides ZPE with authorization to transfer personal data for the purpose of performing its obligations under the Agreement and in accordance with applicable Data Protection Laws.

11.2 EEA/UK/Swiss Data Transfer ("**Cross-Border Transfers**").

11.2.1 Where the processing of personal data includes transfers (either directly or via onward transfer) from the EEA , the UK or Switzerland, outside, respectively, the Parties shall transfer the personal data to an Approved Jurisdiction or be deemed to enter into the Standard Contractual Clauses.

11.2.2 ZPE may perform Cross-Border Transfers of personal data provided that the Transfer is necessary for the purpose of ZPE carrying out its obligations under the Agreement, or is required under applicable laws; and the Transfer is done: (i) to an Approved Jurisdiction, or (ii) in accordance with any of the exceptions listed in the Data Protection Law (in which event Customer will inform ZPE in advance which exception applies to each Transfer and will assume complete and sole liability to ensure that the exception applies).

11.3 Canada Transfers.

11.3.1 Where the ZPE transfers personal data in or outside of Canada it shall do so only in accordance with the requirements of PIPEDA and applicable laws.

11.4 Transfer outside the State of Israel.

11.4.1   Where the ZPE transfers personal data outside of Israel, it shall do so in accordance with the terms of the PPL, including the Protection of Privacy (Transfer of Data to Databases Abroad), 2001.

12. Data Retention and Destruction

12.1 ZPE will only retain personal data for the duration of the Agreement or as required to perform its obligations under the Agreement. Following expiration or termination of the Agreement, ZPE will delete or return to Customer all personal data in its possession as provided in the Agreement and upon request confirm deletion or return in writing, except to the extent ZPE is required under applicable laws to retain the personal data. The terms of this DPA will continue to apply to such personal data.

13. General

13.1 Any claims brought under this DPA will be subject to the terms and conditions of the Agreement, including the exclusions and limitations set forth in the Agreement.

13.2 In the event of a conflict between the Agreement (or any document referred to therein) and this DPA, the provisions of this DPA shall prevail.

13.3 Changes. ZPE may change this DPA if the change is required to comply with Data Protection Law, a court order or guidance issued by a governmental regulator or agency, provided that such change does not: (i) seek to alter the categorization of the ZPE as the Data Processor; (ii) expand the scope of, or remove any restrictions on, either Party's rights to use or otherwise process personal data; or (iii) have a material adverse impact on Customer, as reasonably determined by ZPE.

13.4 Notification of Changes. If ZPE intends to change this DPA under this section, and such change will have a material adverse impact on Customer, as reasonably determined by ZPE, then ZPE will use commercially reasonable efforts to inform Customer at least 30 days (or such shorter period as may be required to comply with applicable law, applicable regulation, a court order or guidance issued by a governmental regulator or agency) before the change will take effect.

14. DPA Incorporated By Reference.
This DPA, and all of its terms, are incorporated by reference into, and supplement, the Agreement entered into by the Parties, and is effective and binding based upon the Parties' signatures to the Agreement.