

**BLUSPARK GROUP**  
**DATA PROCESSING ADDENDUM**  
**(Effective: [DATE])**

This Data Processing Addendum (“DPA”) by and between Bluspark Global, LLC, and its subsidiaries and affiliates (collectively, as applicable “Bluspark”) and the Customer entity identified in the Covering Agreement (the “Agreement”) in which this Addendum is referenced and incorporated, is made as of the Effective Date of the Agreement. This DPA shall be applicable to the processing of Personal Data (as hereinafter defined) by Bluspark in its delivery of Services to Customer. Any capitalized terms not defined herein shall have the meaning assigned to it in the Agreement.

**1. Definitions.**

- 1.1. “California Personal Information” means Customer Personal Data that is subject to the protection of the CCPA.
- 1.2. “CCPA” means California Civil Code Sec. 1798.100 et seq. (also known as the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 or “CPRA”).
- 1.3. “Consumer,” “Business,” “Sell,” “Service Provider,” and “Share” will have the meanings given to them in the CCPA.
- 1.4. “Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of Processing Personal Data.
- 1.5. “Customer Personal Data” means Personal Data contained within Customer Material that Bluspark Processes as a Processor on behalf of Customer.
- 1.6. “Customer Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data transmitted, stored, or otherwise Processed by Bluspark and/or its Sub-Processors in connection with the provision of the Services. “Customer Personal Data Breach” will not include unsuccessful attempts or activities that do not compromise the security of Customer Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.
- 1.7. “Data Privacy Framework” means the EU-U.S. Data Privacy Framework, the Swiss-U.S. Data Privacy Framework and the UK Extension to the EU-U.S. Data Privacy Framework self-certification programs (as applicable) operated by the U.S. Department of Commerce; as may be amended, superseded, or replaced.
- 1.8. “Data Privacy Framework Principles” means the Principles and Supplemental Principles contained in the relevant Data Privacy Framework; as may be amended, superseded, or replaced.
- 1.9. “Data Protection Laws” means all applicable worldwide legislation relating to data protection and privacy which applies to the Processing of Personal Data under the Agreement, including without limitation European Data Protection Laws, the CCPA, and other applicable U.S. federal and state privacy laws, and the data protection and privacy laws of Australia, Canada,

Singapore, India, and Japan, in each case as amended, repealed, consolidated, or replaced from time to time.

- 1.10.** “Data Subject” means the individual to whom Personal Data relates.
- 1.11.** “Europe” means the European Union, the European Economic Area and/or their member states, Switzerland, and the United Kingdom.
- 1.12.** “European Data” means Customer Personal Data that is subject to the protection of European Data Protection Laws.
- 1.13.** “European Data Protection Laws” means data protection laws applicable in Europe, including: (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (“GDPR”); (ii) Directive 2002/58/EC concerning the processing of Personal Data and the protection of privacy in the electronic communications sector; and (iii) applicable national implementations of (i) and (ii); or (iii) GDPR as it forms parts of the United Kingdom domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 (“UK GDPR”); and (iv) Swiss Federal Data Protection Act and its Ordinance (“Swiss DPA”); in each case, as may be amended, superseded, or replaced.
- 1.14.** “Instructions” means the written, documented instructions issued by Customer to Bluspark, and directing Bluspark to perform a specific or general action with regard to Customer Personal Data (including, but not limited to, depersonalizing, blocking, deletion, and making available).
- 1.15.** “Permitted Affiliates” means any of your Affiliates that (i) are permitted to use the Services pursuant to the Agreement, but have not signed their own separate agreement with us and are not a “Customer” as defined under the Agreement, (ii) qualify as a Controller of Customer Personal Data or Controller Personal Data, and (iii) are subject to European Data Protection Laws.
- 1.16.** “Personal Data” means any information relating to an identified or identifiable individual where such information is protected similarly as personal data, personal information, or personally identifiable information under Data Protection Laws.
- 1.17.** “Processing” means any operation or set of operations which is performed on Personal Data, encompassing the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction or erasure of Personal Data. The terms “Process,” “Processes,” and “Processed” will be construed accordingly.
- 1.18.** “Processor” means a natural or legal person, public authority, agency, or other body which Processes Personal Data on behalf of the Controller.
- 1.19.** “Restricted Transfer” means transfer of Personal Data originating from Europe to a country that does not provide an adequate level of protection within the meaning of applicable European Data Protection Laws.

- 1.20. “Standard Contractual Clauses” means the standard contractual clauses annexed to the European Commission’s Decision (EU) 2021/914 of 4 June 2021, as may be amended, superseded, or replaced.
- 1.21. “Sub-Processor” means any Processor engaged by Bluspark or its Affiliates to assist in fulfilling our obligations with respect to the Processing of Customer Personal Data under the Agreement. Sub-Processors may include third parties or our Affiliates but will exclude any HubSpot employee or consultant.
- 1.22. “UK Addendum” means the International Data Transfer Addendum issued by the UK Information Commissioner under section 119A(1) of the Data Protection Act 2018, as may be amended, superseded, or replaced.

## 2. Customer Responsibilities.

- 2.1. **Compliance with Laws.** Customer shall be responsible for and comply with all applicable requirements of the Data Protection Laws. If Customer is unable to comply with the provisions of this Section, Customer shall provide immediate notice of such inability to Bluspark. Customer shall be solely responsible for:
- 2.1.1. The accuracy, quality and legality of Customer Personal Data and the means by which Customer has acquired such data;
  - 2.1.2. Complying with all applicable requirements of Data Protection laws for the collection and use of Customer Personal Data, including providing adequate notices, obtaining necessary consents, licenses, and authorizations;
  - 2.1.3. Ensuring Customer possesses the right to transfer, or provide access to, the Customer Personal Data to Bluspark for Processing in accordance with the terms of the Agreement, including this DPA;
- 2.2. **Data Processing Instructions.** Customer is responsible for ensuring that Instructions provided to Bluspark with respect to the Processing of Customer Personal Data comply with all applicable laws, including the Data Protection Laws. Customer agrees that the Agreement, including this DPA, constitute the complete set of Instructions to Bluspark with regards to the Processing of Customer Personal Data. Instructions shall remain within the scope of Processing described within the Agreement, and any Instructions to Process Customer Personal Data outside of the scope of the Agreement must be agreed to in writing between the Parties. Bluspark shall not be required to comply with Instructions it believes infringes applicable law, including Data Protection Laws. Customer hereby instructs Bluspark to Process Customer Personal Data as necessary to provide the Services, to prevent or address technical issues, to comply with applicable law, and as otherwise documented in the Agreement.
- 2.3. **Service Improvement.** Without prejudice to the foregoing, Customer hereby acknowledges and expressly instructs and authorizes Bluspark to Process Customer Personal Data for the following additional purposes, provided that such Processing does not result in the identification of the Customer or any Data Subject:
- 2.3.1. To maintain, improve, and develop the Services, including through the training and refinement of algorithms, models, and analytics;

- 2.3.2. To enhance security, fraud prevention, and performance; and/or
- 2.3.3. To generate anonymized, aggregated, or de-identified data sets for statistical, benchmarking, or research purposes.
- 2.4. **De-Identification and Limitation.** Bluspark shall ensure that any Customer Personal Data used for the purposes described in Section 2.3 is, where reasonably practicable, aggregated or otherwise de-identified in a manner that prevents re-identification of any individual Data Subject. Bluspark shall not use Customer Personal Data for any purpose not expressly authorized by this DPA or the Agreement without Customer's further written instructions.
- 2.5. **Security.** Customer shall be responsible for determining whether the security mechanisms provided in the Services are adequate to meet Customer obligations under applicable law, including the Data Protection Laws. Customer shall be responsible for ensuring the secure use of the Services provided by Bluspark, including, without limitation, protecting the security of Personal Data while in transit to and from the Services, including ensuring adequate, secure backups of such data, and encryption of such data.

### 3. Bluspark Obligations.

- 3.1. **Compliance with Instructions.** Bluspark will only Process Customer Personal Data for the purposes described in this DPA or as otherwise agreed to in writing within the scope of the Instructions, subject to applicable law. Bluspark shall have no obligation to comply with any Data Protection Laws applicable to Customer or Customer's industry that are not otherwise generally applicable to Bluspark.
- 3.2. **Conflicts.** If Bluspark becomes aware that it cannot Process Customer Personal Data in accordance with the Instructions due to any requirements under applicable law, Bluspark will (i) Promptly notify Customer of that legal requirement to the extent permitted by applicable law; and (ii) cease all Processing until such time as Customer issues new Instructions that allows Bluspark to Process in compliance with applicable law. Bluspark shall not be liable to Customer or any third-party for the non-performance of Services resulting from Bluspark's invocation of this provision.
- 3.3. **Security.** Bluspark shall implement and maintain appropriate technical and organizational measures to protect Customer Personal Data from Customer Personal Data Breaches. Notwithstanding any provision to the contrary, Bluspark may modify or update its security measures at its sole and absolute discretion provided that such modification or update does not result in a breach of Bluspark's obligation provided for in this Section.
- 3.4. **Confidentiality.** Bluspark shall ensure that any Bluspark personnel that Processes Customer Personal Data shall be subject to appropriate confidentiality obligations with respect to the Customer Personal Data.
- 3.5. **Customer Personal Data Breaches.** Bluspark shall use commercially reasonable efforts to notify Customer after Bluspark becomes aware of any Customer Personal Data Breach without undue delay. Upon request by Customer, Bluspark shall provide commercially reasonable assistance to enable Customer to provide any applicable notifications to Data Subjects required by law.

- 3.6. Deletion and Return of Customer Personal Data.** Upon termination or expiration of the Agreement, Customer Personal Data shall be deleted or returned to Customer. Where and when required by law or in accordance with its bona fide data retention policies, Bluspark may maintain a copy of Customer Personal Data for archival purposes.
- 4. Data Subject Requests.** If Customer receives a Data Subject request to exercise their rights under applicable Data Protection Laws (“Data Subject Requests”), and is unable to address such Data Subject Request via any tools or means provided within the Services in which that Data Subject’s Personal Data is being Processed, then, upon written request by Customer, Bluspark shall provide reasonable assistance to Customer in responding to any Data Subject Requests or requests from governmental organizations relating to the Processing of Customer Personal Data under the Agreement. Customer shall reimburse Bluspark for all commercially reasonable costs arising from this provision. If a Data Subject Request is made directly to Bluspark, Bluspark shall inform the Data Subject to submit such request directly to Customer. Customer shall be solely responsible for responding to all Data Subject Requests involving Customer Personal Data.
- 5. Sub-Processors.**
- 5.1. Consent to Sub-Processors.** Customer agrees that Bluspark may use Sub-Processors to Process Customer Personal Data on behalf of Bluspark. Bluspark may use Sub-Processors in the hosting and infrastructure of the Services, as well as to support the delivery of Services to Customer. [FILL IN SUB-PROCESSOR ROLES/RESPONSIBILITIES HERE].
- 5.2. List of Sub-Processors.** Bluspark currently uses the Sub-Processors found here [LINK]. Customer agrees that the Sub-Processors listed are authorized to Process Customer Personal Data in accordance with the Agreement and this DPA.
- 6. Data Transfer.** Customer acknowledges and agrees that Bluspark may access and Process Customer Personal Data on a global basis as needed to provide the Services in accordance with the Agreement. Wherever Customer Personal Data is transferred outside its country of origin, each party shall ensure such transfers are made in compliance with the requirements of applicable Data Protection Laws.
- 7. Demonstration of Compliance.**
- 7.1. Information Availability.** Bluspark shall make available to Customer all information reasonably necessary to demonstrate its compliance with the obligations set out in this DPA and applicable Data Protection Laws.
- 7.2. Third-Party Certifications and Reports.** Where available, Bluspark may satisfy its obligations under this Section by providing Customer with copies or summaries of relevant third-party attestations, certifications, or audit reports (including but not limited to SOC 2, ISO 27001, or equivalent independent audits). Customer agrees that, unless otherwise required by law or governmental organizations, such documentation shall be sufficient to demonstrate compliance with and fulfill Customer’s audit and inspection rights.
- 7.3. Audits.** If Customer reasonably determines, following review of the information made available under Sections 7.1 and 7.2, that additional verification is necessary, and that such verification is required by applicable Data Protection Laws, Customer may, upon at least thirty (30) days prior written notice and during regular business hours, conduct (or mandate a reputable independent auditor to conduct) an audit limited to the Processing activities relevant to Customer Personal Data.

- 7.4. **Limitations.** Audits shall be conducted no more than once in any twelve (12) month period, unless (i) required by a competent governmental organization, (ii) Bluspark has experienced a confirmed Customer Personal Data Breach, or (iii) otherwise required by applicable Data Protection Laws. Audits shall be subject to Bluspark's reasonable confidentiality, security, and access policies. Customer shall ensure that all auditors enter into appropriate confidentiality agreements with Bluspark. Customer agrees to conduct any audits or inspections in a manner that minimizes disruption to Bluspark's business operations and does not compromise the security or confidentiality of Bluspark's systems, networks, or other customer data.
- 7.5. **Cost Allocation.** All costs associated with any audit or inspection initiated by the Customer shall be borne by Customer.

## 8. Additional Provisions for European Data.

- 8.1. **Scope.** This Section shall only apply with respect to European Data that Bluspark Processes on behalf of Customer under the Agreement.
- 8.2. **Role of Parties.** The parties acknowledge and agree that, when Processing European Data in accordance with Customer Instructions, Customer is acting as the Controller of the Customer Personal Data, or is a Processor on behalf of a Controller, and that Bluspark is the Processor under the Agreement and this DPA.
- 8.3. **Data Protection Impact Assessments and Consultation with Supervisory Authorities.** To the extent that the required information is reasonably available to Bluspark, and Customer does not otherwise have access to the required information, Bluspark will provide commercially reasonable assistance to Customer with respect to any data protection impact assessments.
- 8.4. **Data Transfers.** Bluspark will not transfer European Data to any country or recipient not recognized as providing an adequate level of protection for Customer Personal Data (within the meaning of applicable European Data Protection Laws), unless it first takes all such measures as necessary to ensure the transfer is in compliance with applicable European Data Protection Laws. Such measures may include (without limitation) (i) transferring such data to a recipient that is covered by a suitable framework or other legally adequate transfer mechanism recognized by the relevant authorities or courts as providing an adequate level of protection for Customer Personal Data, including the Data Privacy Framework; (ii) to a recipient that has achieved binding corporate rules authorization in accordance with European Data Protection Laws; or (iii) to a recipient that has executed the Standard Contractual Clauses in each case as adopted or approved in accordance with applicable European Data Protection Laws.

## 9. Additional Provisions for California Personal Information.

- 9.1. **Scope.** This Section shall only apply with respect to California Personal Information that Bluspark Processes on behalf of Customer under the Agreement.
- 9.2. **Role of Parties.** The parties acknowledge and agree that, when Processing California Personal Information in accordance with Customer Instructions, Customer is acting as a "Business" and Bluspark is acting as a "Service Provider" for the purposes of the CCPA.
- 9.3. **Responsibilities.** Bluspark shall Process California Personal Information as a Service Provider strictly for the purposes of performing the Services under the Agreement (the "Business

Purpose”) or as otherwise permitted by the CCPA. Bluspark shall not (i) Sell or Share California Personal Information; or (ii) Process California Personal Information outside the direct business relationship between the parties, unless required by applicable law.

**9.4. Combining Personal Information.** Bluspark shall not combine California Personal Information included in Customer Data with Personal Data that Bluspark collects or receives from Customer with Personal Information it receives from another person or persons, except to the extent such combination is permitted under the CCPA. Without limiting the foregoing, Bluspark may combine such Personal Information to the extent necessary to:

**9.4.1.** To detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity;

**9.4.2.** To comply with applicable law; or

**9.4.3.** For internal use by Bluspark to build or improve the quality of its Services, provided that such use does not include building or modifying household or consumer profiles to be used in providing services to another business, or correcting or augmenting data acquired from another source.

**9.5. Compliance.** Bluspark will (i) comply with the obligations applicable to it as a Service Provider under the CCPA; (ii) provide the same level of protection for California Personal Information as is required by the CCPA; and (iii) notify you if it makes a determination that it can no longer meet its obligations as a Service Provider under the CCPA.

**9.6. CCPA Audits.** Bluspark will have the right to take reasonable and appropriate steps to help ensure that it uses California Personal Information in a manner consistent with Customer’s obligations under the CCPA. Upon notice, Customer shall have the right to take reasonable and appropriate steps in accordance with the Agreement to stop and remediate unauthorized uses of California Personal Information.

**9.7. Not a Sale.** The parties acknowledge and agree that the disclosure of California Personal Information by Customer to Bluspark does not form part of any monetary or other valuable consideration exchanged between the parties.

**10. Transfer Mechanisms.** Where the transfer of Customer Personal Data between the parties involve a Restricted Transfer and European Data Protection Laws require putting in place appropriate safeguards, Bluspark and Customer will comply with the following:

**10.1. Standard Contractual Clauses.** The Standard Contractual Clauses will be incorporated by reference and apply to the Restricted Transfer as follows:

**10.1.1.** In Relation to Customer personal Data (i) the Module Two terms apply to the extent Customer is a Controller and the Module Three terms apply to the extent Customer is a Processor of Customer Personal Data; (ii) in Clause 7, the optional docking clause applies; (iii) in Clause 9, Option 2 applies and changes to Sub-Processors will be notified in accordance with the “Sub-Processors” Section of this DPA; (iv) in Clause 11, the optional language is deleted; (v) in Clauses 17 and 18, the parties agree that the governing law and forum for disputes will be determined in accordance with the terms of the Agreement or, if such term does not specify an EU Member State, the Republic of Ireland (without reference to conflicts of law

principles); (vi) the Annexes of the Standard Contractual Clauses will be deemed completed with the information set out in the Annexes of this DPA; and (vii) the supervisory authority that will act as competent supervisory authority will be determined in accordance with GDPR.

- 10.1.2.** In relation to Customer Personal Data and Controller Personal Data that is subject to the UK GDPR, the Standard Contractual Clauses will apply with Section 10.1.1 and the following modifications: (i) the Standard Contractual Clauses will be modified and interpreted in accordance with the UK Addendum, which will be incorporated herein by reference and form an integral part of this DPA; (ii) Tables 1, 2 and 3 of the UK Addendum will be deemed completed with the information set out in the Annexes of this DPA and Table 4 will be deemed completed by selecting “neither party”; and (iii) any conflict between the terms of the Standard Contractual Clauses and the UK Addendum will be resolved in accordance with Section 10 and Section 11 of the UK Addendum.
- 10.1.3.** For Customer Personal Data that is subject to the Swiss DPA, the Standard Contractual Clauses will apply in accordance with Section 10.1.1 and the following modifications: (i) references to “Regulation (EU) 2016/679” will be interpreted as references to the Swiss DPA; (ii) references to “EU,” “Union,” and “Member State law” will be interpreted as references to Swiss law; and (iii) references to the “competent supervisory authority” and “competent courts” will be replaced with the “Swiss Federal Data Protection and Information Commissioner” and the “relevant courts in Switzerland.”
- 10.1.4.** Customer acknowledges and agrees that, for Customer Personal Data that Bluspark Processes as a Processor, Bluspark shall have fulfilled its obligations under Section 9 of the Standard Contractual Clauses by complying with the “Sub-Processors” Section of this DPA. Customer acknowledges and agrees that it will exercise its audit rights under Clause 8.9 of the Standard Contractual Clauses by instructing Bluspark to comply with the measures described in the “Demonstration of Compliance” Section of this DPA.
- 10.1.5.** If and to the extent the Standard Contractual Clauses conflict with any provision of this DPA, the Standard Contractual Clauses will prevail to the extent of such conflict. If Bluspark cannot comply with its obligations under the Standard Contractual Clauses for any reason, and Customer suspends or terminates the transfer of Personal Data to Bluspark, Customer agrees to provide Bluspark with reasonable notice to enable Bluspark to cure such non-compliance and reasonably cooperate with Bluspark to identify what additional safeguards, if any, may be implemented to remedy such non-compliance. If the non-compliance cannot be cured, Customer may suspend or terminate the affected part of the Services in accordance with the Agreement without liability to either party (but without prejudice to any fees that Customer may have incurred prior to such suspension or termination).

## **11. Miscellaneous.**

- 11.1. Amendments.** Notwithstanding anything else to the contrary in the Agreement and without prejudice to the “Compliance with Instructions” or “Security” Sections of this DPA, Bluspark

reserves the right to make any updates and changes to this DPA from time to time and at its sole discretion.

**11.2. Severability.** If any individual provisions of this DPA are determined to be invalid or unenforceable, the validity and enforceability of the other provisions of this DPA will not be affected.

**11.3. Indemnification.** Customer shall indemnify, defend, and hold harmless Bluspark, its affiliates, and their respective officers, directors, employees, and agents (collectively the “Bluspark Indemnified Parties”) from and against any and all losses, damages, liabilities, penalties, fines, costs, and expenses (including reasonable attorneys’ fees) arising out of or in connection with any third-party claim, regulatory investigation, enforcement action, or proceeding to the extent resulting from:

**11.3.1.** Any Processing of Customer Personal Data by Bluspark performed in accordance with documented instructions from Customer that are unlawful under applicable law;

**11.3.2.** The receipt, possession, or Processing of any Customer Personal Data provided or made available by Customer (including where such Customer Personal Data was collected, disclosed or shared in violation of applicable law), except to the extent that Bluspark’s acts or omissions caused or contributed to the violation; or

**11.3.3.** Any breach by Customer of its obligations under this DPA, the Agreement, or applicable law.

**11.4. Limitation of Liability.** Each party and each of their Affiliates’ liability, in the aggregate, arising out of or related to this DPA (including any other data processing agreements between the parties) and the Standard Contractual Clauses, where applicable, whether in contract, tort or under any other theory of liability, will be subject to the limitations and exclusions of liability set forth in “Limitation of Liability” Section of the Agreement between the parties. Any reference in such section to the liability of a party means aggregate liability of that party and all of its Affiliates under the Agreement (including this DPA). This Section is not intended to limit either party’s liability with respect to a Data Subject’s data protection rights under the applicable Data Protection Laws.

**11.5. Governing Law and Jurisdiction.** This DPA shall be governed by and construed in accordance with the laws, and subject to the exclusive jurisdiction and venue, set forth in the Agreement. The parties agree that such governing law and venue provisions shall apply to this DPA to the fullest extent permitted by applicable Data Protection Laws. Notwithstanding the foregoing, where applicable Data Protection Laws require that this DPA (or any part thereof, including the Standard Contractual Clauses incorporated herein) be governed by the laws of a Member State of the European Union or adjudicated before the courts of a Member State, such requirement shall apply solely to the extent necessary to ensure the validity and enforceability of the relevant provisions of this DPA.

## **12. Parties to DPA.**

**12.1. Permitted Affiliates.** By executing the Agreement, Customer enters into this DPA (including, where applicable, the Standard Contractual Clauses) on behalf of itself and in the name and on

behalf of its Permitted Affiliates. For the purposes of this DPA only, and except where indicated otherwise, the term “Customer” will include the Customer and its Permitted Affiliates.

- 12.2. Authorization.** The legal entity entering into the Agreement and this DPA as Customer represents and warrants that it is authorized to agree to and enter into this DAP for and on behalf of itself and, as applicable, each of its Permitted Affiliates.
- 12.3. Remedies.** The parties agree that (i) solely the Customer entity that is the contracting party to the Agreement will exercise any right or seek any remedy any Permitted Affiliate may have under this DPA on behalf of its Permitted Affiliates, and (ii) the Customer entity that is the contracting party to the Agreement will exercise any such rights under this DPA not separately for each Permitted Affiliate individually but in a combined manner for itself and all of its Permitted Affiliates together. The Customer entity that is the contracting entity is responsible for coordinating all Instructions, authorizations, and communications with Bluspark under the DPA and will be entitled to make and receive any and all communications related to this DPA on behalf of its Permitted Affiliates.
- 12.4. Other Rights.** The parties agree that Customer will, when reviewing Bluspark’s compliance with this DPA pursuant to the “Demonstration of Compliance” Section, take all reasonable measures to limit any impact to Bluspark or its Affiliates by combining audit requests carried out on behalf of the Customer entity that is the contracting party to the Agreement and all of its Permitted Affiliates into one single audit.

## **Annex 1**

### **Details of Processing**

#### A. List of Parties

##### Data Exporter:

Name: The Customer, as defined in the Agreement (on behalf of itself and its Permitted Affiliates)

Address: The Customer's address, as set forth in the Agreement

Customer contact person's name, position and contact details: The Customer's contact details, as set forth in the Agreement.

Activities relevant to the data transferred under these Clauses: Processing of Customer Personal Data in connection with Customer's use of the Bluspark Services under the Agreement.

Role: Controller (either as the Controller, or acting in the capacity of a Controller, as a Processor, on behalf of another Controller)

##### Data Importer:

Name: Bluspark Global, LLC

Address:

Bluspark contact person's name, position and contact details:

Activities relevant to the data transferred under these Clauses: Processing of Customer Personal Data in connection with the Customer's use of Bluspark's Services under the Agreement.

Role: Processor

#### B. Description of Transfer

##### Categories of Data Subjects whose Personal Data is Transferred

Customer may submit Customer Personal Data to the Services in the course of its use of the Services. The extent of the submission of Customer Personal Data is determined and controlled by Customer in its sole discretion, and which may include, without limitation, Customer Personal Data relating to the following categories of Data Subjects:

1. Customer employees
2. Customer contractors
3. Customer collaborators
4. Customer customers
5. Customer prospects
6. Customer suppliers
7. Customer subcontractors

Data Subjects may also include individuals attempting to communicate with or transfer Customer Personal Data to Customer end users.

#### Categories of Personal Data Transferred

Customer may submit Customer Personal Data to the Services in the course of its use of the Services. The extent of the submission of Customer Personal Data is determined and controlled by Customer in its sole discretion, and which may include, without limitation, Personal Data in the following categories:

1. Contact information
2. Shipping information
3. Any other Personal Data submitted by, sent to, or received by Customer, or its end users, via the Services.

#### Special Categories of Data or Sensitive Data Transferred

The Customer shall not provide, and the parties do not anticipate the transfer or Processing of Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, health data, or data concerning a person's sex life or sexual orientation.

#### Frequency of the Transfer

Continuous during the Term of the Agreement

#### Nature of the Processing

Customer Personal Data will be Processed in accordance with the Agreement, this DPA and may be subject to the following Processing activities:

1. Storage and other Processing necessary to provide, maintain and improve the Services provided to Customer; and/or
2. Disclosure in accordance with the Agreement, this DPA, and/or as compelled by applicable law.

#### Purpose of the Transfer and Further Processing

Bluspark will Process Customer Personal Data as necessary to provide the Services pursuant to the Agreement and the Instructions, in Customer's use of the Services.

#### Period for which Personal Data will be Retained

Subject to this DPA, Bluspark will Process Customer Personal Data for the duration of the Agreement, unless otherwise agreed to in writing.

## **Annex 2**

### **Security Measures**

Bluspark currently observes the Security Measures described in this Annex 2. All capitalized terms not otherwise defined herein will have the meanings assigned to them in the Agreement. [SOC 2 REPORTS?]

1. Information Security Policy

[LINK]

2. Access Controls

3. Transmission Controls

4. Incident Management, Logging and Monitoring

5. Availability Control

6. Vulnerability Management Program

7. Personnel Management

[INPUT INFORMATION FROM BLUSPARK IT TEAM TO FILL IN THIS SECTION.]

## **Annex 3**

### **Sub-Processors**

In order to deliver the Services, Bluspark engages with Sub-Processors that may participate in its data Processing activities. A list of these Sub-Processors and the purposes for engaging them is located here: [LIST]. This list of Sub-Processors is incorporated into this DPA.