



DALET DATA PROTECTION ADDENDUM

to Master Terms and Conditions

This Data Protection Addendum is an integral part of the Master Terms and Conditions and Order Form between the Dalet party identified on the Order Form (“Dalet”), and the Company identified on the Order Form (this Data Protection Addendum, together with the Master Terms and Conditions, the Order Form, and any other addenda, the “Agreement”). By having access to, receiving, and/or using the Services, Company agrees, without limitation or qualification, to be bound by and to comply with the Agreement.

1. Data processing implemented by Dalet on behalf of the Customer

- 1.1. In the context and for the Term of this Agreement, Dalet may be required to process personal data (as defined by article 4.1 of Regulation 2016/679 on the protection of personal data, hereafter the “GDPR”, or the California Consumer Privacy Act (“CCPA”)) on behalf of the Customer, including data as described in the Appendix (the “Personal Data”) in order to provide the Dalet Services (the “Services”) to the Customer.
- 1.2. Dalet and the Customer undertake to collect, process, use and transfer the Personal Data in compliance with applicable law and regulations, in particular the GDPR and CCPA, and in accordance with the provisions of this Agreement. The Customer and Dalet agree that for purposes of GDPR, the Customer is the data controller and that Dalet is the data processor.
- 1.3. In the context of this Agreement and taking into account the nature of the processing, Dalet undertakes in particular to:
 - Process the Personal Data only for the purposes of the Services and in accordance with the written instructions of the Customer, except as otherwise provided by applicable law or regulations (in which case Dalet must previously inform the Customer);
 - Ensure that the persons authorized to access and process the Personal Data are bound by confidentiality obligations;
 - Take all reasonable security measures as required by applicable law or regulations to protect the Personal Data against alteration, damage, destruction, loss or disclosure to unauthorized persons, accidentally or unlawfully;
 - Inform the Customer of any violation of the Personal Data without undue delay after becoming aware of a personal data breach, and help the Customer fulfill its obligation to inform the supervisory authorities and the data subjects concerned by such violations;
 - Keep a list of any other processors involved in the processing of Personal Data due to the provision of Services;
 - Assist the Customer, as far as possible, in fulfilling its obligation to answer to requests from concerned data subjects regarding the exercise of their rights;
 - In accordance with the Customer's choice, delete the entirety of the Personal Data or return it to the Customer at his request or at the latest at the end of the Agreement, and destroy all existing copies, unless otherwise provided by law;
 - Allow and participate to the performance of audits related to the processing of Personal Data by the Customer or another auditor mandated by the Customer;
 - Based on the information available to Dalet, collaborate with the Customer by (i) assisting the Customer in carrying out data protection impact assessments and consulting the supervisory authority, (ii) informing the Customer as soon as possible when any of its instructions violates applicable law or regulations and (iii) providing the Customer with the necessary information to demonstrate its compliance with applicable law or regulations regarding personal data.
- 1.4. Dalet shall not sell, rent, lease, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Personal Data to another business, person, or third party for monetary or other valuable consideration. Dalet shall not collect, retain, use or disclose Personal Data for any purpose other than the specific purpose of performing the Services specified in the Agreement or pursuant to the directions of a Customer Affiliate, or outside of the direct business relationship between Dalet and the Customer Affiliates. Dalet shall not disclose Personal Data to another business, person, or a third party, except for the purpose of performing Services specified in the Terms of Use, or to the extent such disclosure is required by law. Dalet may disclose Personal Data required by law only after (i) notifying the relevant Customer Affiliate of the legal requirement prior to disclosing any such Personal Data; and (ii) taking steps to ensure that only the information that is legally required is disclosed. Dalet certifies that it understands and will comply with the restrictions of this section.

1.5. The Customer agrees that Dalet and / or its authorized subcontractors may transfer Personal Data outside the European Union. Dalet undertakes in this context to take all appropriate safeguards to ensure the protection of the Customer's Personal Data in application of applicable law and regulations, including by concluding binding agreements incorporating the standard contractual clauses of the European Commission.

2. Data processing implemented by Dalet as part of its contractual relationship with the Customer

2.1. For the performance of the Agreement, Dalet is collecting and processing personal data (as defined by article 4.1 of Regulation 2016/679 of the GDPR) regarding the Customer's employees and representatives in order to manage the contractual relationship. In this context, Dalet is implementing a data processing compliant with applicable data protection laws, which purposes are the management of clients (including management of the agreement, invoicing, accounting and more generally the contractual relationship). The data processing implemented in this context is based on Dalet's legitimate interests, as the data processing is necessary for the performance of the contractual relationship and the fulfillment of Dalet's legal obligations.

2.2. The personal data collected and processed in this context:

- are retained for the duration of the contractual relationship and the applicable statute of limitation;
- can be communicated to other affiliates of Dalet and/or to third party providers acting on behalf and under the instructions of Dalet to deliver the services and support ;
- can be transferred outside the European Union in order to deliver the services, maintenance and support. Where personal data is transferred outside the European Union, Dalet implements appropriate safeguards in compliance with applicable data protection law, including the execution of Standard Contractual Clauses approved by the European Commission.

2.3. According to applicable data protection law, the Customer's employees and representatives have a right of access, to rectification, to erasure, to restriction of processing, to data portability and to object to the processing. In order to exercise these rights, Dalet and/or its employees and representative can send a request to: privacy@dalet.com. Finally, the Customer's employees and representatives can also lodge a complaint in front of competent supervisory authority.

2.4. If the Customer and/or its employees have any question regarding the data processing implemented, they can contact Dalet Legal at privacy@dalet.com.

Appendix - Particulars of the data processing carried out by Dalet on behalf of the Customer

Subject-matter of the Processing

The Personal Data are processed in the context of performing the following Services or making the following supplies: Operation, services, hosting, environment management and maintenance and support of the Dalet SaaS services listed in this Agreement and its schedules

Nature and Purposes of the Processing

The Personal Data will undergo the following core processing activities: Collection; Organisation; Consultation; Comparison; Hosting; IT maintenance and support; hosting, storage, environment management, and support and maintenance services to the Customer. In the course of these operations, access to controller's databases and the software system may become necessary. In theory, access to personal data hosted in the software system is possible. However, the processing of this data is not the purpose of this agreement, but only a side effect

Duration of the Processing

The Personal Data will be processed for the Term defined in the Agreement; and at the choice of the Customer and upon having given 30 days prior written notice to Dalet, Dalet shall, upon written instruction from the Customer, delete or return all data to the Customer after the end of the provision of services relating to processing, unless the applicable regulations and/or Union or Member State law requires storage of the personal data or that their retention is necessary for the establishment, exercise or defence of legal claims in court.

Categories of Data Subjects

The Personal Data processed concern the following categories of data subjects

- *Employees of data Controller and of Dalet group of companies involved in technical, support and maintenance operations*
- *Users of Dalet software solutions at data Controller, including employees of Data Controller, freelancers;*
- *Persons inserted by users of the Dalet solutions at Data Controller as points of contact (media source, users' contacts, etc) in the dedicated functionalities of the Dalet software solutions;*
- *Persons being subject to media contents downloaded in the Dalet software solutions.*

Categories of Data concerned

The Personal Data processed concern the following categories of data (which may include the following specific categories of data):

- *Identification of final users of the Dalet software solutions, Customer's representatives including employees, service-providers and staff, of points of contact whose contact details have been input by users of the Dalet software solutions, of persons being subject to media contents downloaded in the Dalet software solutions, of employees of data controller and of Dalet group of companies involved in maintenance and support activities, including name, surname, title, address, phone numbers, email address, position, company, etc.;*
- *Media contents including photos, audio and videos being downloaded in the Dalet software solutions;*
- *Logs of the software solution, including IP addresses and technical data associated to maintenance and support tickets;*
- *Metadata.*
- *Special categories of data: N/A, it being specified that some media contents may contain special categories of data.*