

DATA PRIVACY ADDENDUM TO UNISYS PURCHASE ORDER TERMS AND CONDITIONS

- (A) Supplier has agreed to provide certain products and/or services ("**Supplier Services**") to Unisys under the Order. In connection with the Supplier Services, the parties anticipate that Supplier may process certain personal data in respect of which Unisys or any member of Unisys Group (as defined in the Order and below) may be either (1) a Data Controller where the Personal Data concerns Unisys Data or (2) Data Processor where Unisys is Processing client data and Client is the Controller under the Data Protection Laws (as defined below)
- (B) Unisys and Supplier have agreed to this Addendum with respect to the protection of Personal Data Processed by Supplier on Unisys instructions in connection with the Supplier Services.

1. Definitions:

1.1 The following expressions are used in this Addendum:

- (a) "**Affiliate**": means any entity that directly or indirectly controls, is controlled by or is under common control of the subject party. For the purpose of this definition "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject party.
- (b) "**Data Protection Laws**": shall mean all data protection laws applicable to the Personal Data Processed under this Addendum, including but not limited to those of (1) Regulation (EU) 2016/679 with regard to the processing of personal data as applicable in the EEA ("EU GDPR"), (2) the EU GDPR as transposed into United Kingdom national law by operation of section 3 of the EU (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments EU-Exit) Regulation 2019 ("UK GDPR"), (3) Brazil (including LGPD and any successors), (4) Switzerland (including Swiss Federal Act of 19 June 1992 on Data Protection and any successors) (5) the United States (including California Consumer Privacy Act "CCPA" and its implementing regulations), other state and federal laws as well as (6) any equivalent national laws or regulations once in force and applicable.
- (c) "**Data Controller**": shall mean the party/entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.
- (d) "**Data Processor**": shall mean the entity which Processes Personal data on behalf of the Data Controller or Data Processor as the case may be, including as applicable any 'service provider' as that term is defined in by the CCPA
- (e) "**Data Subject**": shall mean an identified or identifiable natural person or legal person to the extent data of a legal person are protected similarly as data of natural persons under applicable Data Protection Laws.
- (f) "**EEA**" means the European Economic Area;
- (g) "**Order**" means the agreement between Supplier and Unisys for the provision of products and/or services to the Unisys Group as more specifically set out in the order form or service description;
- (h) "**Personal Data**" shall mean any information relating to (i) an identified or identifiable natural person ("Data subject"); an identifiable natural person is one who can be identified, directly or indirectly, as provided in applicable Data Protection Laws, and in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person and has the same meaning as the term personally identifiable information (PII) or the equivalent term under applicable Data Protection Laws;
- (i) "**Process**" or "**Processed**" or "**Processing**" shall mean any operation or set of operations performed on Personal Data or sets of Personal Data, whether or not by automated means, such as, collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- (j) "**Personal Data Breach**" shall mean any breach or suspected breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise processed.
- (k) "**Supplier Services**" shall mean the products and/or services provided or to be provided under the Order by Supplier and can be more specifically set out in a service description, SLA or other document attached to the Order.
- (l) "**Supplier Group**" shall mean Supplier and its Affiliates as specified in the Order;
- (m) "**Unisys Group**" shall mean Unisys and any Affiliates as specified in the Order;
- (n) "**Unisys Data**" shall mean any Unisys non-public or proprietary information or data in any form which data includes Personal Data, as provided by Unisys and its authorized agents or Affiliates in connection with the provision of Supplier Services pursuant to the Order.
- (o) "**Client Data**": shall mean any non public or proprietary information or data in any form including Personal Data of a Unisys customer.

2. Status of the parties

2.1 To the extent necessary under applicable Data Protection Law the type of Personal Data Processed pursuant to this Addendum and the subject matter, duration, nature and purpose of the Processing, and the categories of data

- subjects, will be described in Exhibit A to this Addendum upon execution of the Order and/or at Unisys first request;
- 2.2 Each of Unisys and Supplier warrant in relation to Personal Data that it will (and will procure that any of its staff and/or subcontractors) comply with applicable Data Protection Laws. Unisys is responsible for compliance with Data Protection Laws of its instructions.
- 2.3 In respect of the parties' rights and obligations under this Addendum regarding the Personal Data, the parties hereby acknowledge and agree that Unisys can be either (1) a Data Controller when Unisys Data is processed or (2) Processor when Client Data is processed which will be specified in the Order. Supplier is in any case a (third party) Data Processor and accordingly Supplier agrees that it shall process all Personal Data exclusively in accordance with its obligations pursuant to this Addendum and Unisys instructions.
- 2.4 Each of Supplier and Unisys shall notify to each other an individual within its organization authorized to respond from time to time to enquiries regarding the Personal Data and Processing under the Order and each of Supplier and Unisys shall deal with such enquiries promptly at the given address of such contact person.

3. Supplier obligations

- 3.1 With respect to all Personal Data, Supplier warrants that it shall:
- (a) only process the Personal Data in order to provide the Supplier Services and in accordance with Unisys' written instructions as represented by the Order and this Addendum; Unisys may issue additional instructions taking into consideration the nature and purpose of the Supplier Services. If in Supplier's opinion any instruction(s) infringe Data Protection Law Supplier will inform thereof as soon as reasonably practicable upon becoming aware.
 - (b) in the unlikely event that applicable law requires Supplier to process Personal Data other than pursuant to Unisys' instruction, Supplier will notify the Unisys point of contact (unless prohibited from so doing by applicable law).
 - (c) implement and maintain appropriate technical and organizational measures and procedures to ensure a level of security appropriate to the risks taking into account the state of the art technology, the implementation costs and nature, scope and risks that are presented by the Processing, in particular protection against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data. Such measures include at a minimum the measures set forth in the Data Security Addendum to the Unisys Purchase Order Terms and Conditions. Unisys reserves the right to restrict, monitor and/or terminate access to its systems and network at any time.
 - (d) take reasonable steps to ensure that only authorized personnel have access to such Personal Data, have the necessary professional skills and competence to perform such activities and that any persons whom it authorizes to have access to the Personal Data are under obligations of confidentiality;
 - (e) promptly notify Unisys if Supplier receives a request from a data subject to access, rectify or erase that person's Personal Data or if a data subject objects to the Processing of, or makes a data portability request in respect of, such Personal Data ("**Data Subject Request**"). Supplier shall not respond to a Data Subject Request without Unisys's prior written consent except to confirm that such request relates to Unisys, to which Unisys hereby agrees. To the extent Unisys does not have the ability to address a Data Subject Request, Supplier shall upon Unisys' request provide reasonable assistance to facilitate such Data Subject Request to the extent Supplier is able to, consistent with applicable law.
 - (f) provide such assistance as Unisys reasonably requests in relation to Client's obligations under Data Protection Laws with respect to (1) data protection impact assessments (ii) Supplier' compliance with its obligations under Data Protection Law with respect to the security of Processing and or other obligations in relation to data transfers to third countries (iii) Data Subject requests or requests from authorities relating to the Processing under this Addendum.

4. Incidents and breach notification

- 4.1 Supplier shall without undue delay and within 24 hours upon becoming aware notify Unisys by telephone to Supplier's primary business contact and via email at unisysglobalprivacy@unisys.com of any actual or alleged incident of unauthorized or accidental disclosure of or access to any Personal Data;
- (a) promptly provide Unisys with reasonable cooperation and assistance in respect of the Personal Data Breach and all information in Suppliers' possession, including the possible cause and consequences of the breach, the categories of Personal Data involved, the categories and approximate number of Data Subjects concerned, a summary of the likely consequences of the Personal Data Breach, and the measures taken by Supplier to mitigate any damage;
 - (b) not make any announcement about the Personal Data Breach without the prior written consent from Unisys, unless required to make a disclosure or announcement by applicable Data Protection Law;
 - (c) if Unisys determines that a Personal Data Breach must be notified to any supervisory authority and/or Data Subjects and/or the public, Unisys will notify Supplier before the communication is made and supply Supplier with copies of any written documentation to be filed with the supervisory authority and of any notification Unisys proposes to make (whether to any supervisory authority, data subjects the public or portions of the public) which references Supplier, its security measures and/or role in the Personal Data Breach, whether or not by name. Subject to Client's compliance with any mandatory notification deadlines under Data Protection Law; Unisys will

- consult with Supplier in good faith and take account of any clarifications or corrections Supplier reasonably requests to such notifications and which are consistent with the Data Protection Law;
- 4.2 If the Personal Data Breach was a result of Supplier's or Authorized Persons' negligence or breach of the requirements of this Addendum, Supplier shall bear all costs associated with (i) the investigation and resolution of the Personal Data Breach; (ii) notifications to individuals, regulators, or others; and (iii) any other remedial actions required by law, recommended by a governmental body or agreed to by the Parties.
- 4.3 If the Personal Data Breach affected Personal Data of US Data Subjects in addition to the above and where available, Supplier agrees to bear the costs associated with i) the provision of two years of credit monitoring by a reputable provider from the date of notification to the individual; and (ii) establishing a toll-free number and call center for affected individuals to receive information.

5. Sub-processing

- 5.1 Unisys grants general authorization to Supplier to appoint Supplier Affiliates as processors for the Supplier Services; Supplier will inform Unisys about the locations of these Affiliates upon Unisys request.
- 5.2 Supplier will maintain a list of other processors engaged by Supplier ("sub-processors") for the Processing and inform Unisys thereof upon execution of the Order in which case Unisys has deemed to provide general authorization for use of the sub-processors on that list. If such list has not been provided by Supplier upon execution of the Order, Supplier will need Unisys written authorization prior to engaging any sub-processor.
- 5.3 Supplier will notify Unisys of new or replacement sub-processors prior to them starting sub-Processing of Personal Data. If Unisys has a reasonable objection to any new or replacement sub-processor, it shall notify Supplier of such objections in writing within fourteen (14) days of the notification and the parties will seek to resolve the matter in good faith. If Supplier is able to provide the Supplier Services to Unisys in accordance with the Order without using the sub-processor to which Unisys' objection relates and decides in its discretion to do so, then Unisys will have no further rights under this clause 5.3. in respect of the proposed use of the sub-processor. If Supplier requires to use the sub-processor and is unable to satisfy Unisys as to the suitability of the sub-processor or the documentation and protections in place between Supplier and the sub-processor within sixty (60) days from Unisys' notification of objections, Unisys may within thirty (30) days of the end of the sixty-day period terminate the applicable Order.

6. Data Transfers

- 6.1 Supplier may transfer Personal Data across borders as required for the Services after having obtained Unisys written authorization and such transfer shall be made solely in compliance with Data Protection Laws governing the transfer of such Personal Data to/from foreign jurisdictions. To the extent required by Data Protection Law Supplier will ensure to provide a valid legal transfer mechanism for transfer of Personal Data.
- 6.2 To the extent the provisioning of Services involves a transfer of Personal Data subject to EU/UK GDPR outside the European Economic Area (EEA) and/or UK to a country not recognized by the European Commission and/or UK as providing an adequate level of protection such transfer shall be made on the basis of relevant Module of the New Standard Contractual Clauses ("New SCC's" as adopted by EC decision June 4, 2021) and/or UK SCC's as released March 2022 in each case where Supplier is considered to be a Data Importer. Then relevant module of the SSC's and/or UK SSC's are hereby incorporated by reference.
- 6.3 Supplier shall, upon Unisys' request, promptly execute supplemental data Processing agreement(s) with Unisys or any of its Affiliates or take other appropriate steps to address transfer restrictions and other applicable requirements if Unisys concludes that such steps are necessary to address Data Protection Laws applicable to Unisys or Unisys Client(s).

7. Audit and records

- 7.1 Supplier shall, to the extent required under applicable Data Protection Law keep records of Processing and make these available to Unisys upon request as well as provide such information as Unisys may reasonably request with a view to demonstrating Supplier's compliance with the obligations of a Data Processor in relation to its Processing of Personal Data.
- 7.2 Supplier shall allow Unisys or an independent third party auditor, upon reasonable advance written notice up to once per year (or more frequently to the extent required under applicable Data Protection Laws, to audit Suppliers' security systems and processes applicable to the Services to ascertain Supplier's compliance with applicable Data Protection Laws and this Addendum subject to the following conditions: (a) the audit shall be at Unisys's cost and limited to five business days, (b) the audit shall be subject to Supplier's security and site access rules and cannot disrupt Supplier provision of services, (c) Unisys shall not have any access to other Supplier client data, and (d) third party auditors must sign Supplier standard confidentiality agreement.

8. General

- 8.1 **Affiliates:** Unisys is entering into this DPA also on behalf of its Affiliates. Unisys will coordinate all communication with Supplier on behalf of its Affiliates with regard to this DPA. Unisys represents that it is authorized to issue instructions as well as make and receive any communications or notifications in relation to

this DPA on behalf of its Affiliates. Unisys Affiliates may enforce the terms of the DPA directly against Supplier subject to the following provisions: (i) Unisys will bring any legal action, suit, claim or proceeding which that Affiliate would otherwise have if it were a party to the Agreement (each an "Affiliate Claim") directly against Supplier on behalf of such Affiliate, except where the Data Protection Laws or other applicable laws to which the relevant Affiliate is subject require that the Affiliate itself bring or be party to such Affiliate Claim and (ii) for the purpose of any Affiliate Claim brought directly against Supplier by Unisys of behalf of such Affiliate in accordance with this Section, any losses suffered by the relevant Affiliate may be deemed to be losses suffered by Unisys. If needed for local legal reasons Supplier agrees to enter into a local DPA with the relevant local Affiliate.

- 8.2 This Addendum is without prejudice to the rights and obligations of the parties under the Order which shall continue to have full force and effect. In the event of any conflict between the terms of this Addendum and the terms of the Order, the terms of this Addendum shall prevail so far as the subject matter concerns the Processing of Personal Data in connection with the provision of Services by Supplier to Unisys.
- 8.3 Duration & termination Processing: the duration of the Processing corresponds to the duration of the Order. Upon expiration or termination of the Order Supplier will securely destroy all Personal Data including copies thereof held in its possession and/or control. On request Supplier will send Unisys a written certification that all Personal Data has been destroyed or returned to Unisys.
- 8.4 The Supplier further acknowledges and agrees that on the request of a competent supervisory authority, enforcement or other public or regulatory authority, client, court or tribunal, Unisys may make available to them a summary or representative copy of this Addendum and relevant provisions in this Addendum.

Exhibit A

Subject Matter / services concerned

The services are set out in more detail in the Order and/or service description

Nature and purpose of the processing:

To provide the Unisys Group member the Supplier Services as more specifically set out in the Order and/or service description in accordance with Unisys documented instructions [*examples: licensing services, maintenance/support, subscription, marketing services*].

Data Subjects

As determined by each member of the Unisys Group pursuant to the scope of the Order and specified in the Order or Service Description.

Categories of Data

This may concern Personal details (such as name, surname, data of birth, contact details), bank details, employment details, gender, marital status and other personal information as may be required for the provision of the Services in the specific country in scope pursuant to the Order and as set out in the Order.

Special Categories of Data

If the Personal Data Processed concerns “special category data” or “sensitive data”, if strictly necessary for the provision of the Services under the Order this will be expressly stated in the Order of Service Description. If this is not stated there will be no Processing of this type of Personal Data.

Central Processing Operations (including access from outside the EEA)

In the Order or Service Description the Processing locations will need to be listed in order to address any data transfer issues.

Duration of Processing

Supplier will continue to process the Unisys Personal Data for the duration of the underlying Order and then comply with its obligations relating to data return/deletion as set out in this Addendum.

Exhibit B
Description of the minimum technical and organizational security measures implemented by Supplier with respect to the Supplier Services.

These are set out in the Data Security Addendum to the Unisys Purchase Order Terms and Conditions