

### Data Processing Addendum (EU/EEA DPA)

This European Union / European Economic Area Data Processing Addendum (“DPA”) forms part of the March Networks Terms of Service For VSAAS and Cloud Services (the “Agreement”) concluded between March Networks, as defined in the Agreement (“March Networks”) and Subscriber as defined in the signature block below (“Subscriber”), governing certain products, technology and/or services provided by March Networks (collectively, the “Offerings”). This DPA becomes part of the Agreement upon execution by both parties and it is incorporated into the Agreement by reference. This DPA is effective as of the same date as the Agreement. Annexes 1, 2, and 3 are an integral part of this DPA.

#### **1. DEFINITIONS.** In this DPA:

##### **1.1. Terms Defined Here.** In this DPA:

- (a) “GDPR” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
- (b) “Member State” means a country that is a member of the European Union (“EU”) or of the European Economic Area (“EEA”).
- (c) “Data Protection Law(s)” means any data privacy, data security, and data protection law, directive, regulation, order, or rule applicable under EU law and the law applicable in the Member State of Subscriber’s establishment.
- (d) “Personal Information” means any information relating to an identified natural person, who can be identified, directly or indirectly, 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. For purposes of this DPA, Personal Information includes the personal data submitted by or on behalf of Subscriber, or its/their customers, related to the Offerings; or otherwise processed, collected, created, or accessed by March Networks as a result of the Offerings.
- (e) “Sub-processors” means any subcontractor of March Networks (or its affiliates) or of any other subcontractor (*i.e.* sub-sub-processor, sub-sub-sub-processor etc.) to which the processing has been delegated, in whole or in part, for the provision of the Offerings.

##### **1.2. Terms in the GDPR.** Where these clauses use the terms defined in the GDPR, those terms shall have the same meaning therein (including without limitation, “data subject,” “personal data,” “processing,” “processor”, and “data breach”).

##### **1.3. Terms in the Agreement.** Unless otherwise defined here, capitalized terms have the same meanings as defined in the Agreement.

## **2. GENERAL RESPONSIBILITIES OF THE PARTIES.**

- 2.1. **Purpose and Use Restrictions.** The Subscriber acknowledges and accepts that, when the Subscriber provides March Networks (or any of its affiliates) with Personal Information, or otherwise discloses or makes available such Personal Information to March Network or its affiliates in the context of the Offerings, March Networks (and any of its affiliates) will process such Personal Information on behalf of the Subscriber for the purposes of the Offerings or to fulfil legal obligations. March Networks and the Subscriber have agreed to this DPA in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of data subjects and ensure compliance with the GDPR and the Data Protection Laws.
- 2.2. **Scope.** This DPA applies to the processing of Personal Information as specified in Annex 1 (*Description of the processing*).
- 2.3. **Subscriber's general responsibility.** Subscriber represents and warrants that the processing of Personal Information, as specified in the Agreement, in this DPA (and its Annexes) is lawful, fair and transparent in relation to the data subjects. Accordingly the Subscriber will indemnify and hold March Network (and its affiliates) harmless from any damage, loss, action or responsibility connected thereto. Subscriber shall reasonably cooperate with March Networks as necessary for March Networks to fulfill its responsibilities pursuant to the Data Protection Laws with respect to the Agreement.
- 2.4. **March Networks:**
  - (a) shall not collect, retain, use, or disclose the Personal Information (and has not collected, retained, used, or disclosed the Personal Information) for any purpose other than to fulfil legal obligations or to perform the Offerings pursuant to the Agreement, except, where a Data Protection Law applies to particular Personal Information, where and to the extent permitted or required by that Data Protection Law.
  - (b) without limiting the generality of the foregoing, and for the avoidance of any doubt: (i) shall not collect, retain, use, or disclose the Personal Information for a commercial purpose (other than providing the Offerings); (ii) shall not sell the Personal Information to third parties other than affiliates and subcontractors as provided in the Agreement (where "sell" means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating the Personal Information, orally, in writing, or by electronic or other means, to another person or entity, for monetary or other valuable consideration); (iii) shall not collect, retain, use, or disclose the Personal Information outside the direct business relationship between March Networks (or its affiliates) and Subscriber; (iv) shall not collect more than the minimum Personal Information necessary, nor retain the Personal Information longer than necessary pursuant to the Agreement; (v) shall not use the Personal Information to build or modify a profile about a natural person to use in providing services to an entity other than Subscriber; and (vi) shall not correct or augment the Personal Information nor otherwise combine it with Personal Information from another source (including from March Networks itself).
- 2.5. **Legal Obligations.** March Networks shall process the Personal Information in accordance with the instructions of the Subscriber contained in this DPA and in the Agreement. Any additional instruction (if any) requires prior written agreement between the parties. March Networks shall immediately inform the Subscriber if, in its opinion, an instruction infringes the GDPR or other EU or Member State data protection law. March Networks shall comply with: (a) any and all legal obligations applicable to it as Subscriber's service provider, data processor, or entity with similar status under Data Protection Laws, and March Networks shall make no effort to alter any such status without Subscriber's consent or authorization; and (b) any and all legal obligations otherwise

imposed on March Networks by Data Protection Laws. March Networks shall inform the Subscriber where it considers a provision of the Data Protection Laws is in conflict with this DPA before processing, unless the law prohibits such information on important grounds of public interest.

2.6. Cooperation.

- (a) March Networks shall reasonably cooperate with Subscriber as necessary for Subscriber to fulfill its responsibilities pursuant to the GDPR and Data Protection Laws with respect to the Agreement. Without limiting its obligations elsewhere in this DPA, March Networks shall promptly notify Subscriber if March Networks determines it can no longer meet its obligations under this DPA. If any Data Protection Law is (or becomes) inconsistent with this DPA, the parties shall negotiate in good faith regarding amendments proposed by Subscriber.
- (b) Without limiting the foregoing, as Subscriber may direct, March Networks shall promptly assist the Subscriber, as it reasonably requests and insofar as this is possible, in fulfilling its obligations to respond to data subjects' requests (or their agents) to exercise their rights, in accordance with the GDPR, taking into account the nature of the processing. This shall include, taking into account the nature of the processing and the information available to March Networks: (i) providing to Subscriber copies of any or all of the Personal Information in a structured, commonly used, machine-readable format easily rendered into text that an average consumer/data subject can read and understand; (ii) correcting any or all Personal Information; (iii) deleting any or all Personal Information (pursuant to Section 2.7 (*Disposal/Deletion*)). Moreover, March Networks shall assist Subscriber as it reasonably requests to facilitate its compliance with Data Protection Laws, including without limitation through March Networks cooperation to: (i) comply with the obligation to carry out an assessment of the impact of the envisaged processing operations on the processing of Personal Information where the processing is likely to result in a high risk to the rights and freedoms of natural persons or to consult the competent data protection authority if necessary; (ii) at the Subscriber's reasonable request to permit and contribute to audits, including inspections, and data protection assessments at any time, upon 5 business days' notice and at reasonable intervals or if there are indications of non-compliance. For the avoidance of doubt, March Networks shall not respond to requests from consumers/data subjects (or their agents) as to Personal Information, except where and to the extent applicable Data Protection Law requires a response directly from March Networks. Neither the Agreement nor this DPA authorizes or permits March Networks, on Subscriber's behalf, to respond to requests from consumers/data subjects (or their agents), or other third parties unless the parties agree otherwise in a writing signed by both parties.

2.7. Disposal/Deletion. The parties agree that upon the expiration or other termination of the Agreement, March Networks shall: (a) return the Personal Information to Subscriber and then dispose of and delete all Personal Information in March Networks' possession or control, unless Union or Member State law requires storage of the personal data or as necessary to establish, exercise or defend a legal claim or there is another legitimate ground for retention; and (b) provide Subscriber written certification of such disposal and deletion. March Networks' obligations pursuant to the Agreement and this DPA will continue until all disposal and deletion required above in this Section 2.7.

2.8. Security.

- (a) *Safeguards.* March Networks shall maintain reasonable appropriate technical, physical, and administrative safeguards (including without limitation policies, procedures, staffing, and contractual provisions) to protect the Personal Information from unauthorized access, destruction, use, modification, or disclosure. In assessing the appropriate level of security the state of the art, the costs of implementation, the nature scope, context, and purpose of

processing and the risks involved for the data subjects shall be taken in due account. Without limiting the generality of the foregoing, March Networks shall protect the Personal Information with at least the same degree of care it uses to protect data and information of similar nature and importance but not less than reasonable care. Without limiting the generality of its obligations, March Networks shall protect the security, confidentiality, and integrity of the Personal Information by: (i) securely storing and transporting Personal Information; (ii) securely disposing of and deleting Personal Information when no longer needed for the Offerings or as required by Section 2.7 (*Disposal/Deletion*), so as to render the information unreadable and irretrievable (including without limitation from electronic media); and (iii) requiring that any person authorized to process the Personal Information shall access only the Personal Information strictly necessary for its tasks and has committed to confidentiality, is subject to a written agreement with confidentiality obligations or is under an appropriate statutory obligation of confidentiality. The Subscriber, including without limitation those of Subsection 2.8(b) (*Incident Notification and Management*).

- (b) *Incident Notification and Management.* March Networks shall notify Subscriber without undue delay after becoming aware of any personal data breach. This notification shall include, as reasonable: (i) a description of the nature of the data breach; (ii) the categories and types of Personal Information affected and approximate number of natural persons whose Personal Information was affected; (iii) if applicable, the categories and approximate number of personal data records (iv) the name and contact details of a contact point where information can be obtained; (v) the likely consequences of the data breach; (vi) the measures taken or proposed to address the data breach, including, where appropriate, measures to mitigate its possible adverse effects. March Networks shall also, as reasonable, (1) promptly investigate and remedy the data breach, (2) take commercially reasonable steps to mitigate the effects of the data breach and to prevent further such incidents, (3) cooperate with Subscriber and law enforcement with respect to the personal data breach.

Subscriber agrees that:

- (i) An unsuccessful data breach will not be subject to this Subsection 2.8(b). An unsuccessful personal data breach is one that results in no unauthorized access to the Personal Information or to any equipment or facility storing the Personal Information;
- (ii) March Networks obligation to report and respond to a data breach under this Subsection 2.8(b) is not and will not be construed as an acknowledgement by March Networks of any fault or liability of March Networks with respect to the personal data breach.

This Subsection 2.8(b) (*Incident Notification and Management*) does not limit Subscriber's other rights or remedies resulting from a personal data breach under the Data Protection Laws.

### **3. INTERNATIONAL DATA TRANSFERS AND SUB-PROCESSING**

- 3.1. International Data Transfers. The Subscriber is aware, understands and accepts that, under the terms applicable to the Offerings, Personal Information may be transferred to March Networks in Canada, which is a jurisdiction offering adequate level of protection according to the European Commission. The Subscriber also confirms to understand and accept that, in so far as necessary for the performance of the Offerings, onward transfers of Personal Information may take place towards Sub-processors located outside of the EEA and countries that ensure an adequate level of protection under the GDPR.
- 3.2. Sub-processing. Without prejudice to clause 5.7. of the Agreement, March Networks has the

Subscriber's general authorization for the engagement of the Sub-processors listed in Annex 2 (*List of Sub-processors*) and any other Sub-processor of March Network's choice. March Networks shall specifically inform in writing the Subscriber of any intended changes to that list with reasonable advance as provided by Article 7.5. of the Agreement, issuing new versions of such Annex.

- 3.3. Standard Contractual Clauses ("SCCs"). When, for the performance of the Offerings, Personal Data need to be processed outside of the EEA or Canada, March Networks has full authorization to do all actions and transactions that are necessary for such transfer, including full authorization to enter with the relevant Sub-processors into the SCCs as listed in Annex 3 (SCCs) of this DPA. In accordance with Article 5.7 of the Agreement, where at its sole discretion it considers it appropriate, March Networks will sign the SCCs in the name and on behalf of the Subscriber.
- 3.4. Back-to-back. In any case, March Networks shall execute a written contract or other legal act with each Sub-processor imposing over the processing of the Personal Information the same obligations, in substance, than those that the Agreement and this DPA impose on March Networks. March Networks will restrict the Sub-processors access to the Personal Information only to what is necessary to maintain and provide the services in connection with the Offerings or to fulfil legal obligations and will prohibit the Sub-processors from accessing the Personal Information for any other purpose. March Networks will remain responsible for its compliance with the obligations of this DPA and the Agreement. March Networks shall notify the Subscriber if it becomes aware of any failure by the Sub- processor to fulfil its obligations over the processing of the Personal Information.
- 3.5. Transfer Impact Assessment. Subscriber confirms that it has conducted all the activities in its own responsibility on the transfer, including, if necessary, any transfer impact assessment, and has no reason to believe that there are external factors (also taking into consideration the laws and practices in the third countries of destination) that prevent March Networks and, to the extent relevant to the Subscriber, its Sub-processors, from fulfilling an essentially equivalent level of protection of the data subjects' personal data as the one provided in the EU/EEA as set out in this DPA.

#### **4. MISCELLANEA.**

- 4.1. Term. The effectiveness of this DPA begins from the Effective Date of the Agreement, *i.e.* as of the date March Networks provides Subscriber access to the System. Except as modified by this DPA, the Agreement will remain in full force and effect. Save as provided by this DPA, termination rights and requirements shall be the same as set forth in the Agreement. The withdrawal, termination, expiration or dissolution of the Agreement involve automatically the termination of this DPA.
- 4.2. Hierarchy and Construction. This DPA's terms prevail in the event of conflict between them and the Agreement or any documents attached to, linked to, or referenced in the Agreement. This DPA may be modified solely in writing signed by both parties.

IN WITNESS THEREOF, the parties have executed this DPA as of the effective date of the Agreement.

**MARCH NETWORKS S.R.L.**

**SUBSCRIBER:** \_\_\_\_\_  
(enter company full legal name)

By:   
Name: Giovanni Milani  
Title: Managing Director, MNSrl  
Date: 13-Nov-2023 | 06:53:00 EST

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Note to Subscriber: Once downloaded and countersigned submit the fully signed copy via email to [legal1@marchnetworks.com](mailto:legal1@marchnetworks.com).

## ANNEX 1 – Description of the processing

Subject matter: the subject matter is the processing in connection with the Offerings.

Nature and purpose: compute, store and manage the Personal Information as agreed in the Offerings.

Duration: the duration of the data processing under this DPA depends on the term of the Agreement.

Data subjects: the data subjects may include Subscriber's employees, clients and other data subjects whose personal data are processed by the Subscriber by the use of the Offerings of the Agreement.

Type of personal data: all the Personal Information provided by the Subscriber by use of the services of the Agreement in connection with the Offerings.

## ANNEX 2 – List of Sub-processors

The Subscriber expressly authorizes the use of the following Sub-processors:

- March Networks Corporation Canada

- March Networks S.r.l. Italy

and

- Amazon Web Services Italy S.R.L Italy

or

- Amazon Web Services Inc. Canada



### ANNEX 3 – SCCs

The SCCs applicable to the transfers of the Personal Information shall be meant:

- The SCCs approved with the Commission Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council in the module case-by-case appropriate;
- Other SCCs as adopted by the EU Commission in accordance with Article 46 GDPR and from time to time applicable.