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- (a) the Application will automatically download and install all available Updates; or
 - (b) you may receive notice of or be prompted to download and install available Updates.
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- 11. Consent to Electronic Communications.** You consent to receiving certain electronic communications from us as further described in our Privacy Policy. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, include that such communication be in writing.

12. General. This EULA contains the entire understanding between the parties with respect to your use of the Application. If any part of this EULA is found void or unenforceable, it will not affect the validity of the balance of this EULA, which shall remain valid and enforceable according to its terms. This EULA is governed by the laws of the Province of Ontario, Canada (excluding its conflicts of law provisions), and the courts of that Province shall have exclusive jurisdiction over all matters arising hereunder. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Convention, 1980). The parties hereby irrevocably agree that they submit themselves to the personal jurisdiction of the provincial and federal courts of the Province of Ontario for purposes of resolving any and all disputes arising under or related to these terms and conditions.

DATA PROCESSING CLAUSE FOR MARCH NETWORKS CLOUD SERVICES, GURU, MOBILE PLUS AND COMMAND MOBILE APP MARCH NETWORKS S.R.L.

This Data Processing Addendum (“DPA”) is an agreement between March Networks S.r.l. (“**Data Processor**”) and you or the entity you represent (“Company” or “Data Controller”). This DPA supplements the March Networks Cloud Service Terms of Service, March Networks GURU, Mobile Plus and/or Command Mobile App End User License Agreement, available at <https://www.marchnetworks.com/legal/>, as updated from time to time between Data Processor and Company, or other agreement between Data Processor and Company governing Company’s use of the Cloud Service Offerings, GURU, Mobile Plus and/or Command Mobile App (the “Agreement”) when the GDPR applies to your use of the Cloud Services, GURU, Mobile Plus or Command Mobile App to process Company Data.

During the performance of the Cloud Services or use of GURU, Mobile Plus or Command Mobile App, March Networks S.r.l. may have access to personal data defined in Regulation EU/679/2016 (the “GDPR”).

By using the Cloud Service Offerings, GURU, Mobile Plus or the Command Mobile App, the Company itself appoints March Networks S.r.l., which agrees, as external data processor.

In reason of such appointment, the Data Processor undertakes to accomplish all tasks it has been entrusted with by the Data Controller, complying with all the procedural obligations provided for by the GDPR. In particular, the Data Processor agrees:

- to follow the instructions given by the Data Controller on personal data protection matters within the limits of the Services provided under this agreement and with specific regard to what is necessary for the performance of the Cloud Services and use of the GURU, Mobile Plus or Command Mobile App, highlighting to the Data Controller where such instructions exceed the area of the agreement itself or require an “extra fee” in addition to the agreed budget;
- to assist the Data Controller in adopting the security measures required by the GDPR and any subsequent implementing or supplementing legislation (“Applicable Data Protection Law”), within the limits of the Cloud Services, GURU, Mobile Plus and Command Mobile App provided under this agreement and with specific regard to the data provided by the Data Controller, the access to which may be necessary for the performance of the Cloud Services and operation of the GURU, Mobile Plus or Command Mobile App;
- to avoid adopting, by himself, any decision regarding the purposes and modalities of such processing, except for those which are necessary for the appropriate performance of the Cloud Services or operation of the GURU, Mobile Plus or Command Mobile App . Moreover, in case of urgency and if needed, the Data Processor shall inform the Data Controller without delay, in order to allow the latter to take any proper decision;
- Process the Personal Data only to the extent, and in such a manner, as is necessary for the Cloud Services, GURU, Mobile Plus and Command Mobile App and for no other purpose whatsoever;
- follow Data Controller’s instructions given from time to time when Processing the Personal Data;
- to process solely the Personal Data needed for the performance of the Cloud Services or operation of the GURU, Mobile Plus or Command Mobile App ;
- to ensure that the persons in charge of the processing, appointed by March Networks S.r.l., may have access to data of the Data Controller only if it is necessary pursuant to the purposes of their tasks and only for the period of time strictly necessary to perform them;
- have in place at all times all appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data, in accordance with good industry practice and the Applicable Data Protection Law;
- to adopt and comply with security measures set forth by Article 32 of the GDPR and by any provision of Applicable Data Protection Law, as well as to ensure the respect of such measures by the persons in charge of the processing, within the limits of the instructions given by the Data Controller;
- to inform the Data Controller about the names of the system administrator nominated by the Data Processor in order to comply with the provisions of the Applicable Data Protection Law with specific regard to the data contained in the database of the Data Controller, the access to which will be necessary for the performance of the Cloud Services or operation of the GURU, Mobile Plus or Command Mobile App ;

- to erase the personal data of the Data Controller which for the appropriate performance of the Services have been transferred on the Cloud Services, GURU, Mobile Plus, Command Mobile App or devices owned by the Data Processor, in case of the termination of their processing, except for those cases in which their blocking will be necessary in order to fulfill specific obligations set forth by the Applicable Data Protection Law;
- to assist the Data Controller in replying to any request of a Data Protection Authority or the data subjects, within the limits of the Cloud Services performed or operation of GURU, Mobile Plus or Command Mobile App and with specific regards to the data contained in databases of the Data Controller, the access to which is necessary for the performance of the Cloud Services or operation of GURU, Mobile Plus or Command Mobile App;
- immediately notify the Data Controller if it receives any complaint, notice or communication from a Data Subject or regulator which relates directly or indirectly to the processing of the Personal Data or to either Party's compliance with the Applicable Data Protection Law;
- immediately inform the Data Controller if an actual or potential incident involving Supplier has resulted or may reasonably result in unauthorized access to or disclosure of Personal Data;
- inform the Data Controller if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unstable and restore such Personal Data at its own expense.

For the purpose of providing the Cloud Services, GURU, Mobile Plus and the Command Mobile App the Data Processor may transfer personal data of the Data Controller to the facilities of other entities belonging to the March Networks Group, which includes Companies located outside the European Union. In such a case, the Data Controller can enter with the relevant entity into the Standard Contractual Clauses adopted by means of the European Commission's Decision 87/2010 or any decision replacing it under the GDPR.

In the event that the Cloud Services, GURU, Mobile Plus or Command Mobile provided by the Data Processor entail – wholly or in part – the onward transfer to third parties not belonging to the March Networks Group, the Company undertakes to autonomously bind such parties by any necessary data processing agreement or data transfer agreement; in such a case, the Data Processor commits to disclose to the Company all the necessary details to identify the third parties, and to assist it in discharging the Data Controller's obligations under Applicable Data Protection Law.

The Company shall indemnify and hold harmless the Data Processor from any and all losses or damages arising out of any data subject or third-party claim, having as object the alleged breach of the provisions of Applicable Data Protection Law as a result of unlawful processing of personal data operated by both the Data Controller or the Data Processor, where such an infringement results from the instructions directly received from the Data Controller itself.

For the entire duration of this agreement, whether the Data Controller becomes aware of the fact that new additional services are needed in order to correctly execute the agreement and this will cause an extension of the obligations to be fulfilled by the Data Processor under the applicable data protection law, the Company, without any delay, shall communicate such a circumstance to the Data Processor, in order to enable him to evaluate the economic impact thereto and, thus, the increase of the consideration agreed by the Parties.

The Data Processor shall immediately pass to the Data Controller any requests, notices or other communications from Data Subjects, any regulator or any other law enforcement body that it or they receive, for the Data Controller to respond and at no additional cost to the Data Controller provide the Data Controller with full co-operation and assistance as the Data Controller may reasonably require, and within the timescales reasonably specified by the Data Controller, to enable the Data Controller to respond. Under no circumstances shall the Data Processor report any such occurrence to any regulator or to any other law enforcement body unless instructed to do so by the Data Controller (unless to do so would otherwise be in breach of any statutory or regulatory obligation or order of court).

The Data Processor shall, upon request, provide evidence to the Data Controller of the technical and organizational measures implemented to comply with its obligations under this Agreement including but not limited to allowing the Data Controller and/or the Data Controller's auditors to have access to and audit any

processes, procedures, documentation, and/or any premises of the Data Processor and any Individual (where “Individual means personnel of the Data Processor (or the personnel of a subcontractor appointed by the Data Processor in accordance with this Agreement) engaged to provide services and/or goods to the Data Controller) where Processing of Personal Data is carried out. Such access may take place on 5 days prior notice unless the Data Controller reasonably believe that the Data Processor is in breach of any of its obligations under this Agreement in which case the Data Controller shall not be obliged to give such notice and the Data Processor shall provide full co-operation and assistance to the Data Controller and/or its representatives and its auditors at no additional charge to the Data Controller.

The appointment as Data Processor herein contained will be effective for the entire duration of the contractual relationship between March Networks S.r.l. and the Company, except for in case of termination of the processing operations for any reason whatsoever.

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