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United States Data Service Processor Addendum (USSPA)

This United States Service Processor Addendum (“SPA”) forms part of the March Networks Terms of Service for Cloud based Video Services (the “Agreement”) between March Networks, as defined in the Agreement (“March Networks”) and Subscriber as defined in the Agreement (“Subscriber”), governing certain products, technology and/or services provided by March Networks (collectively, the “Offerings”). This SPA becomes part of the Agreement for Subscribers in the United States and is incorporated into the Agreement by reference. This SPA is effective as of the same date as the Agreement.

1. DEFINITIONS. In this SPA:

1.1. Terms Defined Here. In this SPA:

- (a) “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with, the subject entity, where control is the direct or indirect ownership or control of at least a majority of the voting rights, or otherwise the power to direct the management and policies, of the entity. An entity is an Affiliate only so long as such control continues.
- (b) “Applicable Laws” means US or non-US laws or regulations that pertain to the subject matter of the Agreement including, but not limited to, Data Protection Laws.
- (c) “Breach” means unauthorized access to of Personal Information as the term is defined within Applicable Laws.
- (d) “CCPA” means the California Consumer Privacy Act of 2018, and the regulations promulgated thereunder, as it/they may be amended from time to time.
- (e) “Data Protection Law(s)” means any data privacy, data security, and data protection law, directive, regulation, order, or rule of any United States federal or State legislature or agency, including without limitation the CCPA, the California Privacy Rights Act of 2020 (“CPRA”), the Colorado Privacy Act, the Illinois Biometric Information Privacy Act, the Virginia Consumer Data Protection Act (“CDPA”). Data Protection Laws are a category of Privacy/Security Laws, as defined in Section 1.1 of the Agreement. Nothing herein concedes the applicability of any Data Protection Law to Subscriber, the Offerings, or a particular consumer or data subject.
- (f) “Personal Information” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular natural person, household, or device linked to same, wherever located, as set forth in the definitions within Applicable Laws. For purposes of this DPA, Personal Information includes such data submitted by or on behalf of Subscriber, its Affiliates, or its/their customers related to the Offerings; or otherwise processed, collected, created, or accessed by March

Networks as a result of the Offerings.

- (g) "Service Provider" shall have the meaning set forth in California Civil Code §1798.140(t)(2), also known as the California Consumer Privacy Act ("CCPA"), the Safeguards Rule of the Gramm-Leach-Bliley Act, 16 CFR 314, and other Applicable laws. March Networks is a Service Provider.
- (h) "Sub-processor" means any person (including any third party) appointed by or on behalf of Sub-processor or any Service Provider to Process Personal Information on behalf of Subscriber in connection with the Services;

- 1.2. Terms in Data Protection Laws. Terms defined in this SPA, or if not defined in the SPA then as defined in the Agreement, or for which definitions in Data Protection Laws are incorporated by reference, will, to the greatest extent consistent with their meanings, apply to terms of similar effect in Data Protection Laws that apply to natural persons governed by such laws (including without limitation, "data subjects," "personal data," "personal information," "nonpublic personal information," and "personally identifiable information"). As used in this DPA, the following terms have the meanings given them by the CCPA and other applicable Data Protection Laws : "business," "business purpose," "commercial purpose," "consumer," "personal information," "process," "sell," and "service provider;"

2. MARCH NETWORKS RESPONSIBILITIES.

2.1. Purpose and Use Restrictions.

- (a) March Networks 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 perform the Offerings pursuant to the Agreement, except, where a Data Protection Law applies to particular Personal Information, where and only 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, March Networks: (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 (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 and Subscriber; (iv) shall not collect more than the minimum Personal Information necessary, nor retain the Personal Information longer than necessary, to perform the Offerings; (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). This SPA does not authorize processing of Personal Information for "targeted advertising" or "cross-context behavioral advertising" (as defined respectively by the CDPA and CPRA).

- 2.2. Compliance with 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 applicable Data Protection Laws, and March Networks shall make no effort to alter any such status without

Subscriber's consent; and (b) any and all legal obligations otherwise imposed on March Networks by applicable Data Protection Laws where the Service is performed. Subscriber shall comply with: (a) any and all legal obligations applicable to it as a business, Data Controller, or entity with similar status under applicable Data Protection Laws, and Subscriber shall make no effort to alter any such status without March Networks' consent; and (b) any and all legal obligations otherwise imposed on Subscriber by applicable Data Protection Laws.

2.3. Cooperation.

- (a) The parties shall reasonably cooperate with each other as necessary for the parties to fulfill their responsibilities pursuant to applicable Data Protection Laws with respect to the Agreement.
- (b) Without limiting the foregoing, as Subscriber may direct, March Networks shall promptly: (i) provide 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) correct any or all Personal Information as permitted or required by Applicable Laws; (iii) delete any or all Personal Information (pursuant to Section 2.4 (*Disposal/Deletion*)) as permitted or required by Applicable laws; (iv) assist Subscriber as it reasonably requests in addressing requests by consumers/data subjects (or their agents), including without limitation requests to "know," to "access," to "delete," to "opt out," or to not "opt in"; and (v) assist Subscriber as it reasonably requests to facilitate its compliance with applicable Data Protection Laws, including without limitation through March Networks cooperation with reasonable data protection assessments conducted no more often than once per calendar year. 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 SPA 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.

2.4. Disposal/Deletion. Upon the expiration or other termination of the Agreement or Subscriber's request, 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, including without limitation the control of its employees or agents (pursuant to Section 2.5(a) (*Safeguards*) below); 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 2.4.

2.5. Audit Rights: No more than once per 12 month period unless required by law, March Networks shall make available to each Subscriber on request all information necessary to demonstrate compliance with this Addendum, and shall allow for and contribute to audits, including inspections, by Subscriber or an auditor engaged by any Subscriber in relation to the Processing of the Subscriber Personal Information by March Networks of its Sub-Processors upon ten (10) business days notice by Subscriber to March Networks. The parties shall cooperate to assure that any such audits or inspections do not disrupt the business processes of March Networks or its Sub-Processors.

2.6. Security.

- (a) *Safeguards.* March Networks shall maintain reasonable 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. 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 2.4 (*Disposal/Deletion*), so as to render the information unreadable and irretrievable (including without limitation from electronic media); and (iii) requiring that any employee or sub-processor with access to Personal Information is subject to a written agreement with confidentiality and security obligations consistent with those imposed on March Networks by this DPA, including without limitation those of Subsection 2.5(b) (*Incident Notification and Management*).

- (b) *Incident Notification and Management*. March Networks shall notify Subscriber promptly of any Breach or unauthorized access to or destruction, use, modification, or disclosure of any Personal Information (any “Security Incident”). This notification shall include: (i) a description of the Security Incident; (ii) the categories and types of Personal Information affected; (iii) if applicable, the categories and number of records, and natural persons, whose Personal Information was affected; and (iv) such other information as may be required by applicable Data Protection Law. March Networks shall also (v) promptly investigate the Security Incident, (vi) take commercially reasonable steps to mitigate the effects of the Security Incident and to prevent further such incidents, (vii) cooperate with Subscriber and law enforcement with respect to the Security Incident, and (viii) take any other actions required of March Networks by Applicable Law.

- 2.7. Non-Personal Information. Neither this Section 2.8 (*Non-Personal Information*) nor this SPA authorizes processing of de-identified information or aggregate consumer data, as those terms are defined in applicable Data Protection Laws (“Non-PI”). If March Networks processes Non-PI, March Networks shall: (a) take reasonable precautions to ensure that Non-PI cannot be associated with a natural person, household, or device linked to same, including without limitation by implementing technical safeguards that prohibit reidentification of Non-PI, implementing business processes that specifically prohibit reidentification of Non-PI, and implementing business processes to prevent inadvertent release of Non-PI; (b) if and to the extent required by applicable law, publicly commit to maintain and use Non-PI only in deidentified form and make no attempt to reidentify Non-PI; (c) permit and facilitate reasonable Subscriber oversight of March Networks’ compliance with this Section 2.8; and (d) process Non-PI only if, to the extent, and for the purposes permitted by then-applicable Data Protection Law and the Agreement (if any).

- 2.8. Sub-Processors. If March Networks uses sub-processors, it shall (a) notify Subscriber in advance and (b) execute a written agreement with each sub-processor imposing obligations no less protective of the Personal Information than those this DPA imposes on March Networks.

3. GENERAL.

- 3.1. Additional Restrictions. For the avoidance of doubt: (a) March Networks shall provide privacy protections no less stringent than those required by applicable Data Protection Laws and shall comply with such laws; (b) March Networks is Subscriber’s service provider and processor for the Personal Information, which is provided to March Networks for a business purpose; (c) Subscriber

does not sell Personal Information to March Networks in connection with this DPA or the Agreement; (d) March Networks has not given Subscriber any reason to believe March Networks could not comply with this SPA; (e) 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 SPA; and (f) nothing in this SPA limits Subscriber's rights or remedies under applicable law or the Agreement.

- 3.2. Cross-Border Transfers. Subscriber does not concede that any Data Protection Law applies to it or the Offerings, including without limitation any such law in a jurisdiction other than the United States. However, if Subscriber or March Networks so requests with regard to an international cross-border transfer of Personal Information, the parties shall execute and comply with appropriate data transfer agreements and other measures, including without limitation, if applicable, the Model or Standard Contractual Clauses then in effect under the European Union's General Data Protection Regulation ("GDPR"), with March Networks as processor/importer and Subscriber as controller/exporter.
- 3.3. Construction. Except as modified by this SPA, the Agreement will remain in full force and effect. This SPA'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 SPA may be modified solely in writing signed by both parties.
- 3.4. Governing Law: The law governing this Addendum and the venue for resolution of disputes that may arise under this Addendum shall be the same as set forth in the Agreement
- 3.5. Severance: Should any provision of this Agreement be invalid or unenforceable, then the remainder of this Agreement shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.