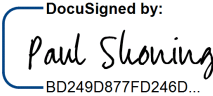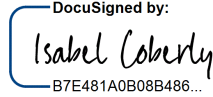# DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA**") is incorporated into and supplements the Master Services Agreement or other master agreement ("**Agreement**") between Automox Inc. ("**Automox**") and the entity identified below ("**you**") governing your use of Automox software and services. Capitalized terms used but not defined in this DPA have the meanings given to them in the Agreement.

By signing below, each party acknowledges that it has carefully read and fully understood this DPA, and each agrees to be bound by the terms of this DPA.

Cayuga-Onondaga BOCES	**Automox Inc.**
By: *Pam Horton*	By: *Paul Shoning*
Pam Horton (Mar 12, 2024 11:13 EDT)	BD249D877FD246D...
Name: Pamela Horton	Name: Paul Shoning
Title: Director of ISS	Title: General Counsel
Date 3.12.24	Date: 2/22/2024
	Approved for Legal: *Isabel Coberly*
	B7E481A0B08B486...

1. PURPOSE AND SCOPE

In the course of providing the Offerings to you under the Agreement, Automox will Process Customer Data on your behalf. Customer Data may include Personal Data. Exhibit C describes the subject matter and details of processing.

This DPA reflects the parties' agreement relating to the Processing of Customer Data in accordance with the requirements of Data Protection Laws and Regulations. This DPA accounts for the nature of the processing pursuant to the Agreement and describes the appropriate technical and organizational measures taken by Automox in processing Personal Data. This DPA will control in the event of any conflict with the Agreement.

2. DEFINITIONS

2.1   "**Business**," "**business purpose**," "**service provider**," "**sale**," and "**share**" have the meanings given in the CCPA.

2.2   "**CCPA**" means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 *et seq*. as amended by the California Privacy Rights Act of 2020, and applicable implementing regulations, all as amended from time to time.

2.3   "**Data Controller**" means the entity that determines the purposes and means of Processing of Personal Data.

2.4   "**Data Processor**" means the entity that Processes Personal Data on behalf of the Data Controller, including as applicable any "service provider" as that term is defined in the CCPA.

2.5   "**Data Protection Laws and Regulations**" means any data protection laws and regulations applicable to the Processing of Personal Data under the Agreement, including the applicable laws and regulations of the European Union, the European Economic Area and their member states, Switzerland, the United Kingdom and the United States and its states.

2.6   "**Data Subject**" means the individual to whom Personal Data relates.

2.7 "**Personal Data**" means any information that identifies, relates to, describes, is reasonably capable of being associated with or could reasonably be linked, directly or indirectly, to an identified or identifiable individual. This includes Personal Information or "Personally Identifiable Information" as those terms may be defined under Data Protection Laws and Regulations.

2.8 "**Processing**", "**Processes**" or "**Process**" means any operation or set of operations performed upon Personal Data whether or not by automated means, such as collection, recording, organization, storage, adaptation, alteration, retrieval, consultation, use, disclosure, dissemination, erasure, or destruction.

2.9 "**Standard Contractual Clauses**" means the controller to processor standard contractual clauses for transfers of personal data to third countries which do not show an adequate level of data protection as approved by the European Commission decision 2021/914, dated June 4, 2021, and incorporated herein by reference.

2.10 "**Subprocessor**" means Automox's Affiliates or other third-party service providers that Process Customer Data for Automox.

3. PROCESSING OF CUSTOMER DATA

3.1 **Data Processing Roles.** As between you and Automox, you are the Data Controller of Customer Data and Automox is the Data Processor. You control the categories of Data Subjects and Personal Data Processed under the Agreement and provide such Personal Data to Automox for business purposes only. You are solely responsible for the accuracy, quality, and legality of the Customer Data and the means by which you acquired the Customer Data.

3.2 **Data Processing Instructions.** This DPA and the Agreement are your complete and final instructions to Automox for the Processing of Customer Data and the transfer of Customer Data to any country or territory reasonably necessary to provide the Offerings. You and Automox must agree on any additional or alternate instructions. Automox will inform you if, in Automox's opinion, your instructions violate Data Protection Laws and Regulations. Automox will process Customer Data in accordance with the Agreement (including all documents incorporated in the Agreement), and to comply with other reasonable instructions you provide to Automox (including by email) where your instructions are consistent with the Agreement.

4. **CCPA Restrictions.** To the extent that Customer Data includes personal information protected under the CCPA, you are a business and Automox is a service provider.,. Automox will process such Customer Data in accordance with the CCPA, including by complying with the applicable sections of the CCPA and providing the same level of privacy protection as required by the CCPA, and in accordance with your written instructions, as necessary for the limited and specified purposes set forth in the Agreement. Automox will (A) not retain, use, disclose or otherwise process such Customer Data other than for the limited and specified purposes identified in this DPA or the Agreement; (B) not retain, use, disclose or otherwise process such Customer Data for a commercial purpose other than for the limited and specified purposes identified in this DPA or the Agreement, or as otherwise permitted under the CCPA; (C) not sell or share such Customer Data; and (D) not retain, use, disclose or otherwise process such Customer Data outside the direct business relationship with you and shall not combine such Customer Data with personal information that it receives from other sources, except as permitted under the CCPA. Automox will inform you if Automox determines that it can no longer meet its obligations under Data Protection Laws and Regulations within the timeframe specified by such laws, in which case you may take reasonable and appropriate steps to prevent, stop, or remediate any unauthorized processing of such Customer Data. Automox will disclose Customer Data if required to do so by applicable law, in which case Automox will inform you in advance unless Automox is prohibited from doing so. Automox certifies that it understands and will comply with the restrictions in this section 3 (Processing of Customer Data).**RIGHTS OF DATA SUBJECTS**

4.1 **Correction, Blocking and Deletion.** If you do not have the ability to amend, block, or delete Customer Data as required by Data Protections Laws and Regulations, you can provide written instructions to Automox to act on your behalf. Automox will follow your instructions to the extent they are technically feasible and legally permissible. You will pay Automox's costs of providing this assistance if the assistance exceeds the services provided under the Agreement.

4.2 **Data Subject Requests**. If permitted, Automox will promptly notify you of any request from a Data Subject for access to, correction, amendment or deletion of that Data Subject's Personal Data. Automox will not respond to any Data Subject request without your prior written consent, except to confirm that the request relates to you.

4.3   Cooperation and Assistance. Automox will assist you to address any request, complaint, notice, or communication you receive relating to Automox's Processing of Customer Data received from (A) a Data Subject whose Personal Data is contained within the Customer Data, or (B) any applicable data protection authority. Automox will also assist you with your reasonable requests for information to confirm compliance with this DPA or to conduct a privacy impact assessment. You will pay Automox's costs of providing assistance if the assistance exceeds the services provided under the Agreement.

5.   AUTOMOX PERSONNEL

5.1   Confidentiality. Automox informs its personnel engaged in the Processing of Customer Data about the confidential nature of such Customer Data. These personnel receive appropriate training on their responsibilities and are subject to written agreements with confidentiality obligations that survive the termination of their relationship with Automox. The obligations of this agreement continue and shall not terminate for as long as Automox or its subprocessors retain PII or retain access to PII.

5.2   Limitation of Access. Automox ensures that access to Customer Data is limited to those personnel who require access to Process Customer Data under the Agreement.

6.   SUBPROCESSORS

6.1   Authorization. You expressly authorize Automox to use Subprocessors to perform specific services on Automox's behalf to enable Automox to perform its obligations under the Agreement. Automox has written agreements with its Subprocessors that contain obligations substantially similar to Automox's obligations under this DPA. Automox is liable for any breach of this DPA caused by an act or omission of its Subprocessors.

6.2   Notice and Objection. Automox's current Subprocessors are listed at automox.com/legal/authorized-subprocessors. Automox will publish changes to its Subprocessors to this website. You can subscribe to receive notice of any changes to Automox's Subprocessors by emailing PrivacyNotices@Automox.com with the subject "Subscribe" from the email address to which you want notification sent. If you subscribe, Automox will notify you by email of new Subprocessors before authorizing such Subprocessor(s) to process Customer Data.   You have a right to reasonably object to Automox's use of a new Subprocessor by notifying Automox in writing within 10 business days after Automox publishes notice of a new Subprocessor. If you do so, Automox will use reasonable efforts to change the affected Software or Cloud Service, or recommend a commercially reasonable change to your configuration or use of the affected Software or Cloud Service, to avoid Processing of Customer Data by the new Subprocessor. If Automox is unable to make or recommend such a change within a reasonable period of time, not to exceed 60 days, you may terminate the Subscription Term for the Software and Cloud Service that Automox cannot provide without using the new Subprocessor. You must provide written notice of termination to Automox in accordance with the Agreement. Automox will promptly refund you the fees applicable to the unused portion of the Subscription Term for the terminated Software and Cloud Services offering.

7.   SECURITY AND AUDIT

7.1   Controls for the Protection of Customer Data. Automox maintains appropriate administrative, technical and organizational safeguards designed to protect Customer Data from unauthorized or unlawful Processing, from accidental loss, destruction, or damage. These safeguards are summarized in Exhibit D and fully described in the Information Security Addendum available at automox.com/legal/information-security-addendum. You are responsible for reviewing the security information that Automox makes available to you to determine whether they meet your requirements and legal obligations under Data Protection Laws and Regulations.

7.2   Third-Party Certifications. Automox's third party certifications and independent audit reports are described in the Information Security Addendum available at automox.com/legal/information-security-addendum. Automox will provide you with a copy of the SOC2 independent auditor report upon request.

7.3   Incident Management and Breach Notification. Automox will notify you within 24 hours of becoming aware of a breach of Personal Data contained within your Customer Data. To the extent known, the notice will include (A) a description of the nature of the Personal Data breach, including the categories and approximate number of your Data Subjects concerned and the categories and approximate number of your records concerned; (B) the name and contact details of a Automox contact point for more information; (C) the measures Automox is taking to address the breach, including measures to mitigate its possible adverse effects. You can find more information about Automox's incident response procedures in the Information Security Addendum. Automox shall cooperate with you and law enforcement to protect the integrity of any investigation of

Data Processing Addendum

any breach or unauthorized release of PII. Where a breach or unauthorized release is attributed to Automox, Automox shall pay for or promptly reimburse you for the full cost of the legally required notification.

7.4   Audit Rights. If the information provided in section 7.2 (Third-Party Certifications) is insufficient to reasonably demonstrate Automox's compliance with its obligations under this DPA, Automox will provide you with additional information - and will allow and contribute to audits, including inspections - reasonably necessary to demonstrate compliance. You will not exercise this right more than once per year. You will reimburse Automox for any time taken for an audit or inspection at Automox's then-current professional service rates. Automox will provide those rates to you on request. You and Automox will agree in advance on the timing, scope, duration and reimbursement rates for any audit or inspection.

7.5   Impact Assessments and Consultations. Automox will reasonably cooperate with you in connection with any data protection impact assessment or consultation with regulatory authorities that may be required by Data Protection Laws and Regulations. If this requires Automox to devote significant resources to that effort, you will pay Automox's costs of providing that cooperation.

8.   RETURN AND DELETION OF CUSTOMER DATA

Upon termination or expiration of your Subscription Term, or at any time upon your request, Automox will return or destroy all Customer Data in accordance with the Agreement and the Documentation. The Software and Cloud Services allow you to retrieve Customer Data at any time prior to the end of a Subscription Term. Providing this functionality through the Software and Cloud Services during the Subscription Term satisfies any obligation of Automox to return Customer Data.

9.   CROSS-BORDER DATA TRANSFERS

Automox participates in and certifies compliance with the EU-U.S. Data Privacy Framework, the UK Extension to the EU-U.S. Data Privacy Framework, and Swiss-U.S. Data Privacy Framework (together, the "**Data Privacy Framework**"). As required by the Data Privacy Framework, Automox will (1) provide at least the same level of privacy protection as is required by the Data Privacy Framework Principles; (2) notify you if Automox makes a determination that it can no longer meet its obligation to provide the same level of protection as is required by the Data Privacy Framework Principles, and (3) upon notice, including under section 9(ii) (Cross-Border Data Transfers), take reasonable and appropriate steps to remediate unauthorized processing To the extent Automox's processing of Customer Data requires the transfer of Customer Data from the European Economic Area, the United Kingdom or Switzerland, to countries that do not ensure an adequate level of protection under Data Protection Laws and Regulations, such transfers will be subject to the Standard Contractual Clauses attached hereto as Exhibit E and the additional terms in Exhibits C and D.

10.   NEW YORK EDUCATION PROVISION

As required by Education Law Section 2-d, the Parents Bill of Rights for Data Privacy and Security and the supplemental information for the Service Agreement are included as Exhibit A and Exhibit B, respectively, and incorporated into this DPA. Contractor shall complete and sign Exhibit B and append it to this DPA. Pursuant to Education Law Section 2-d, the BOCES is required to post the completed Exhibit B on its website. A complete list of all student data elements collected by the State is available for public review at http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx, or parents may obtain a copy of this list by writing to the Office of Information and Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.

EXHIBIT A - Education Law §2-d Bill of Rights for Data Privacy and Security

Parents (including legal guardians or persons in parental relationships) and Eligible Students (students 18 years and older) can expect the following:

1. A student's personally identifiable information (PII) cannot be sold or released for any Commercial or Marketing purpose. PII, as defined by Education Law § 2-d and the Family Educational Rights and Privacy Act ("FERPA"), includes direct identifiers such as a student's name or identification number, parent's name, or address; and indirect identifiers such as a student's date of birth, which when linked to or combined with other information can be used to distinguish or trace a student's identity. Please see FERPA's regulations at 34 CFR 99.3 for a more complete definition.

2. The right to inspect and review the complete contents of the student's education record stored or maintained by an educational agency. This right may not apply to Parents of an Eligible Student.

3. State and federal laws such as Education Law § 2-d; the Commissioner of Education's Regulations at 8 NYCRR Part 121, FERPA at 12 U.S.C. 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98); and the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. 1400 et seq. (34 CFR Part 300); protect the confidentiality of a student's identifiable information.

4. Safeguards associated with industry standards and best practices including, but not limited to, encryption, firewalls and password protection must be in place when student PII is stored or transferred.

5. A complete list of all student data elements collected by NYSED is available at www.nysed.gov/data-privacy-security/student-data-inventory and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.

6. The right to have complaints about possible breaches and unauthorized disclosures of PII addressed. (i) Complaints should be submitted to the BOCES' Data Privacy Officer by email at dataprivacyofficer@cayboces.org (ii) Complaints may also be submitted to the NYS Education Department at www.nysed.gov/data-privacy-security/report-improper-disclosure, by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; by email to privacy@nysed.gov; or by telephone at 518-474-0937.

7. To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.

8. Educational agency workers that handle PII will receive training on applicable state and federal laws, policies, and safeguards associated with industry standards and best practices that protect PII.

9. Educational agency contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements.

EXHIBIT B

Supplemental Information to Parents Bill or Rights for Data Privacy and Security

Pursuant to Education Law § 2-d and Section 121.3 of the Commissioner's Regulations, the BOCES is required to post information to its website about its contracts with third-party contractors that will receive Personally Identifiable Information (PII).

Name of Contractor	Automox Inc.
Name(s) of Covered Applications	All products maintained by the contractor
Type of PII that Contractor will receive/access	Student PII: ☐ Collected ☑ Not Collected APPR Data: ☐ Collected ☑ Not Collected
Contract Term	Contract Start Date 1/1/2024 Contract End Date 6/30/2026
Subcontractor Written Agreement Requirement	Contractor will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by state and federal laws and regulations, and the Contract. (check applicable option) ☐ Contractor will not utilize subcontractors. ☑ Contractor will utilize subcontractors.
Data Transition and Secure Destruction	Upon expiration or termination of the Contract, Contractor shall: • Securely transfer data to BOCES, or a successor contractor at the BOCES option and written discretion, in a format agreed to by the parties. • Securely delete and destroy data.

DocuSigned by:

Paul Shoning

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Automox Inc.
Paul Shoning

General Counsel

Challenges to Data Accuracy	Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting the BOCES. If a correction to data is deemed necessary, the BOCES will notify Contractor. Contractor agrees to facilitate such corrections within 21 days of receiving the BOCES' written request.
Secure Storage and Data Security	Any Protected Data Vendor receives will be stored on systems maintained by Vendor, or by a subcontractor under the direct control of Vendor, in a secure data center facility located within the United States. The measures that Vendor will take to protect Protected Data include adoption of technologies, safeguards and practices that align with the NIST Cybersecurity Framework and industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
Encryption	Data will be encrypted while in motion and at rest.

EXHIBIT C – SUBJECT MATTER AND DETAILS OF PROCESSING

1. NATURE AND PURPOSE OF PROCESSING

Automox will process Personal Data as a Processor in accordance with your instructions in section 3 (Processing of Customer Data) of the DPA for the purpose of providing you the Offerings under the Agreement.

2. PROCESSING ACTIVITIES

Customer Data is processed to provide the Offerings that allow you to analyze and control your IT environment as described in the Agreement and Documentation.

3. DURATION OF PROCESSING

Automox will process Customer Data for the duration of the Agreement. Following termination of the Agreement, Automox will permanently delete all Customer Data.

4. CATEGORIES OF DATA SUBJECTS

The Data Subjects include your Authorized Users.

5. CATEGORIES OF PERSONAL DATA

The categories of Customer Data are those included in data pertaining to Data Subject devices. This includes information about operating systems, installed applications and device performance.

6. SENSITIVE DATA OR SPECIAL CATEGORIES OF DATA

Customer Data does not include sensitive data or special categories of data.

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EXHIBIT D – SUBJECT MATTER AND DETAILS OF PROCESSING

1. **MEASURES OF PSEUDONYMIZATION AND ENCRYPTION OF PERSONAL DATA**

Automox encrypts Customer Data in transit using Transport Layer Security ("TLS") and at rest using Advanced Encryption Standard ("AES").

2. **MEASURES FOR ENSURING ONGOING CONFIDENTIALITY, INTEGRITY, AND AVAILABILITY AND RESILIENCE OF PROCESSING SYSTEMS AND SERVICES**

Each agreement between Automox and a Subprocessor contains confidentiality provisions similar to those in the Agreement. Automox's Cloud Services are provided through multiple, fault-independent AWS availability zones and supported by tools and processes to maintain high availability.

3. **MEASURES FOR ENSURING THE ABILITY TO RESTORE AVAILABILITY AND ACCESS TO PERSONAL DATA IN A TIMELY MANNER IN THE EVENT OF A PHYSICAL OR TECHNICAL INCIDENT.**

Automox maintains a Business Continuity Plan and Disaster Recovery Plan to manage significant disruptions to Automox operations and infrastructure. Automox conducts exercises to evaluate the response to specific incidents.

4. **PROCESS FOR REGULAR TESTING, ASSESSING AND EVALUATING THE EFFECTIVENESS OF TECHNICAL AND ORGANISATIONAL MEASURES IN ORDER TO ENSURE THE SECURITY OF PROCESSING**

Automox has a dedicated security team that manages its security program. This team is involved in the development process and regularly tests the security of Automox's products and operations. Automox has independent audits and assessments performed by third parties to evaluate the effectiveness of Automox's security program.

5. **MEASURES FOR USER IDENTIFICATION AND AUTHORIZATION**

Automox personnel are required to use unique user access credentials and passwords to access the corporate network. Access to the cloud network requires two authentication steps; authorized users must log on to the corporate network and then authenticate using separate credentials through a secure shell (SSH) jump box server. Automox uses role-based access permissions based on the principle of least privilege to restrict access to Customer Data. Access is promptly removed upon role change or termination.

6. **MEASURES FOR THE PROTECTION OF DATA DURING TRANSMISSION**

Customer Data in transit is encrypted using TLS.

7. **MEASURES FOR THE PROTECTION OF DATA DURING STORAGE**

Customer Data is stored encrypted using AES.

8. **MEASURES FOR ENSURING PHYSICAL SECURITY OF LOCATIONS AT WHICH PERSONAL DATA ARE PROCESSED**

The office facilities used by Automox have physical security arrangements with controlled access. The Cloud Services operate on Amazon Web Services ("AWS") and are protected by the security and environmental controls of Amazon. Detailed information about AWS security is available at https://aws.amazon.com/security.

9. **MEASURES FOR ENSURING EVENTS LOGGING**

Automox continuously monitors application, infrastructure, network, data storage space and system performance. Automox utilizes a security information event monitoring (SIEM) system. The SIEM pulls real-time security log information from servers, firewalls, routers, intrusion detection system (IDS) devices, end users and administrator activity. The SIEM is configured for alerts and is monitored on an ongoing basis. Logs contain details on the date, time, source, and type of events. Automox reviews this information and works events worthy of real-time review.

10. **MEASURES FOR ENSURING SYSTEM CONFIGURATION, INCLUDING DEFAULT CONFIGURATION**

Automox has a software development life cycle (SDLC) process that governs the acquisition, development, implementation, configuration, maintenance, modification, and management of Automox infrastructure and software components. Prior to the final release of a new Automox system version to the production cloud environment, code is pushed through lower tier environments for testing and certification Automox utilizes a code versioning control system to maintain the integrity and security of the application source code.

11. **MEASURES FOR INTERNAL IT AND IT SECURITY GOVERNANCE AND MANAGEMENT**

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Automox maintains a written security program that (A) complies with applicable global industry recognized information security frameworks, (B) includes administrative, technical and physical safeguards reasonably designed to protect the confidentiality, integrity and availability of Customer Data and (C) is appropriate to the nature, size and complexity of Automox's business operations. Automox policies, standards, and operating procedures related to security, confidentiality, integrity and availability ("**Security Policies**") are made available to all Automox personnel via the corporate intranet. Security Policies are reviewed, updated (as needed), and approved at least annually to maintain their continuing relevance and accuracy. The Automox Director Information Security and security governance group develop, maintain, review, and approve Automox Security Policies. Internal audits are aligned to Automox's information security program and compliance requirements. Automox conducts internal control assessments to validate that controls are operating effectively. Issues identified from assessments are documented, tracked and remediated. Internal controls related to security, availability, processing integrity and confidentiality are audited by an external independent auditor at least annually and in accordance with applicable regulatory and industry standards.

12. MEASURES FOR CERTIFICATIONS/ASSURANCE OF PROCESSES AND PRODUCTS

Automox conducts various third-party audits to attest to various frameworks, including SOC 2 Type 2 and penetration testing.

13. MEASURES FOR ENSURING DATA MINIMIZATION

Automox collects the data necessary to perform the Agreement. Automox's customers unilaterally determine which devices the Software is installed on and which features and functionality of the Offerings they use.

14. MEASURES FOR ENSURING DATA QUALITY

Automox uses the SDLC process described above in the development of its Software and Cloud Services. The Software and Cloud Services are developed and tested to ensure the accurate transmission and storage of Customer Data.

15. MEASURES FOR ENSURING LIMITED DATA RETENTION

Automox customers unilaterally determine which devices the Software is installed on and when the Software on those devices is deactivated. Automox deletes all Customer Data following termination of the Agreement.

16. MEASURES FOR ENSURING ACCOUNTABILITY

Automox has implemented internal data protection policies that all employees review and acknowledge upon hiring and annually thereafter. Automox maintains policies for the Processing of Personal Data and responding to security incidents involving Personal Data.

17. MEASURES FOR ALLOWING DATA PORTABILITY AND ENSURING ERASURE

Automox customers control the relationship with their Authorized Users and are responsible for responding to requests to exercise rights under Data Protection Laws and Regulations. If an Automox customer is unable to respond through the functionality provided in the Offerings, Automox will provide any assistance that the customer may reasonably require to comply with its obligations under Data Protection Laws and Regulations.

18. FOR TRANSFER TO SUB-PROCESSORS, ALSO DESCRIBE THE SPECIFIC TECHNICAL AND ORGANISATIONAL MEASURES TO BE TAKEN BY THE SUB-PROCESSOR TO BE ABLE TO PROVIDE ASSISTANCE TO THE CONTROLLER AND, FOR TRANSFERS FROM A PROCESSOR TO A SUB-PROCESSOR, TO THE DATA EXPORTER

When Automox engages a sub-processor, it does so pursuant to an agreement with data protection terms substantially similar to those in this DPA. In addition, Automox evaluates the technical and organizational measures taken by each sub-processor based on the nature of the Processing.

EXHIBIT E – ADDITIONAL TERMS FOR DATA TRANSFERS

1.   TRANSFERS FROM THE EUROPEAN ECONOMIC AREA

For data transfers from the European Economic Area that are subject to the Standard Contractual Clauses, the Standard Contractual Clauses will be deemed entered into (and incorporated into this DPA by reference) and completed as follows:

1.1   Modules. Module Two (Controller to Processor) will apply where you are the Data Controller of Customer Data and Automox is a Processor of Customer Data. Module 3 (Processor to Processor) will apply where you are a Processor of Customer Data and Automox is a Subprocessor of Customer Data.

1.2   Options. For each Module, where applicable:

(A) In Clause 7, the optional docking clause will not apply.

(B) In Clause 8.9, the audit described therein will be carried out in accordance with section 7.4 (Audit Rights) of this DPA.

(C) In Clause 9, option 2 will apply, and the time period for prior notice of sub-processors is set forth in section 6 (Subprocessors) of the DPA.

(D) In Clause 11, the optional clause will not apply.

(E) In Clause 17 (Option 1), the law of Ireland will apply.

(F) In Clause 18(b), disputes will be resolved in the courts of Ireland.

1.3   Annex I, Part A.

(A)   Data Exporter: You and your authorized Affiliates.

(B) Contact Details: Your account address and email address associated with your Automox account or as otherwise specified in the Agreement or the DPA.

(C) Data Exporter Role: Your role is described in section 3.1 (Data Processing Roles) of the DPA.

(D) Signature & Date: By entering into the Agreement, Data Exporter is deemed to have signed these Standard Contractual Clauses, including their Annexes, as of the Effective Date.

(E) Data Importer: Automox Inc.

(F) Contact Details: Automox Privacy Team – privacy@automox.com

(G) Data Importer Role: Automox's role is described in section 3.1 (Data Processing Roles) of the DPA.

(H) Signature & Date: By entering into the Agreement, Data Importer is deemed to have signed these Standard Contractual Clauses, including their Annexes, as of the Effective Date.

1.4   Annex I, Part B.

(A) The categories of data subjects are described in Exhibit A, section 4.

(B) The categories of personal data transferred are described in Exhibit A, section 5.

(C) The sensitive data transferred is described in Exhibit A, section 6.

(D) The frequency of the transfer is a continuous basis for the duration of the Agreement.

(E) The nature of the processing is described in Exhibit A, section 1.

(F) The purpose of the processing is described in Exhibit A, section 1.

(G) The period of the processing is described in Exhibit A, section 3.

(H) For transfers to sub-processors, the subject matter, nature, and duration of processing is described at automox.com/legal/authorized-subprocessors and section 6.2 (Subprocessors) of the DPA.

1.5   Annex I, Part C. The Irish Data Protection Commission will be the competent supervisory authority.

1.6   Annex II. Exhibit B serves as Annex II of the Standard Contractual Clauses.

1.7   Annex III. For a list of subprocessors, see automox.com/legal/authorized-subprocessors.

2.   TRANSFERS FROM THE UNITED KINGDOM

For data transfers from the United Kingdom, the Standard Contractual Clauses apply as modified in section 1 (Transfers from the European Economic Area) of this Exhibit C, subject to the following:

(A) The International Data Transfer Addendum to the Standard Contractual Clauses ("UK Addendum") applies and is hereby incorporated by reference.

(B) The information provided in sections 1.1 (Modules), 1.2 (Options), 1.3 (Annex I, Part A), 1.4 (Annex I, Part B), 1.6 (Annex II) and 1.7 (Annex III) of this Exhibit C provide the information required for completing the UK Addendum.

(C) The Parties select the "neither parties" tick box of Table 4 (Ending this Addendum when the Approved Addendum Changes) of the UK Addendum.

3. TRANSFERS FROM SWITZERLAND

For data transfers from Switzerland, the Standard Contractual Clauses apply as modified in section 1 (Transfers from the European Economic Area) of this Exhibit C, subject to the following:

(A) In Clause 13, the competent supervisory authority is the Swiss Federal Data Protection and Information Commissioner if the transfer is governed by the Swiss Federal Act on Data Protection (FDAP).

(B) References to "Member State" refer to Switzerland and Data Subjects located in Switzerland may exercise and enforce their rights under the Standard Contractual Clauses in Switzerland.

(C) References to the General Data Protection Regulation (GDPR) refer to the FDAP, as amended or replaced.

4. PRECEDENCE

To the extent there is any conflict between the Standard Contractual Clauses(including as amended by this Exhibit C) and the DPA, the provisions of the Standard Contractual Clauses (including as amended by this Exhibit C) will apply.

DocuSign

Certificate Of Completion

Envelope Id: 174BF01217CE478499BC4127C0E698C0
Subject: Complete with DocuSign: FINAL ic Ed Law 2D Agreement.pdf
Source Envelope:
Document Pages: 12
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 3
Initials: 0

Status: Completed

Envelope Originator:
Isabel Coberly
1401 Walnut St Ste 300
Boulder, CO 80302
isabel.coberly@automox.com
IP Address: 98.43.148.57
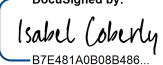
Record Tracking

Status: Original
    2/22/2024 4:22:39 PM

Holder: Isabel Coberly
    isabel.coberly@automox.com

Location: DocuSign

Signer Events	Signature	Timestamp
Isabel Coberly isabel.coberly@automox.com Assistant General Counsel Automox Inc. Security Level: Email, Account Authentication (None)	DocuSigned by: *Isabel Coberly* B7E481A0B08B486... Signature Adoption: Pre-selected Style Using IP Address: 98.43.148.57	Sent: 2/22/2024 4:24:18 PM Viewed: 2/22/2024 4:24:33 PM Signed: 2/22/2024 4:24:36 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Paul Shoning paul.shoning@automox.com General Counsel Automox Inc. Security Level: Email, Account Authentication (None)	DocuSigned by: *Paul Shoning* BD249D877FD246D... Signature Adoption: Pre-selected Style Using IP Address: 24.128.107.193	Sent: 2/22/2024 4:24:19 PM Viewed: 2/22/2024 5:18:47 PM Signed: 2/22/2024 5:19:03 PM

Electronic Record and Signature Disclosure:
   Accepted: 2/22/2023 2:29:45 PM
   ID: 7989d386-88f7-4ebb-bdcc-1290868b55db		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/22/2024 4:24:19 PM
Certified Delivered	Security Checked	2/22/2024 5:18:47 PM
Signing Complete	Security Checked	2/22/2024 5:19:03 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	2/22/2024 5:19:03 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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