

Data Processing Addendum

THIS DATA PROCESSING ADDENDUM, INCLUDING ITS SCHEDULES, (“DPA”) FORMS PART OF THE MAIN SAAS SERVICES AGREEMENT OR OTHER WRITTEN OR ELECTRONIC AGREEMENT BETWEEN ANACLE AND CLIENT FOR THE PURCHASE OF ONLINE SERVICES (INCLUDING ASSOCIATED ANACLE OFFLINE OR MOBILE COMPONENTS) FROM ANACLE (IDENTIFIED EITHER AS “SAAS SERVICES” OR OTHERWISE IN THE APPLICABLE AGREEMENT, AND HEREINAFTER DEFINED AS “SAAS SERVICES”) (THE “AGREEMENT”) TO REFLECT THE PARTIES’ AGREEMENT WITH REGARD TO THE PROCESSING OF PERSONAL DATA.

CLIENT ENTERS INTO THIS DPA ON BEHALF OF ITSELF AND TO THE EXTENT REQUIRED UNDER APPLICABLE DATA PROTECTION LAWS AND REGULATIONS, IN THE NAME AND ON BEHALF OF ITS AUTHORIZED AFFILIATES. FOR THE PURPOSES OF THIS DPA ONLY, AND EXCEPT WHERE INDICATED OTHERWISE, THE TERM “CLIENT” SHALL INCLUDE CLIENT AND AUTHORIZED AFFILIATES. ALL CAPITALIZED TERMS NOT DEFINED HEREIN SHALL HAVE THE MEANING SET FORTH IN THE AGREEMENT.

IN THE COURSE OF PROVIDING THE SERVICES TO CUSTOMER PURSUANT TO THE AGREEMENT, ANACLE MAY PROCESS PERSONAL DATA ON BEHALF OF CLIENT AND THE PARTIES AGREE TO COMPLY WITH THE FOLLOWING PROVISIONS WITH RESPECT TO ANY PERSONAL DATA, EACH ACTING REASONABLY AND IN GOOD FAITH.

HOW TO EXECUTE THIS DPA:

1. This DPA consists of two parts: the main body of the DPA, and Schedule 1.
2. This DPA has been pre-signed on behalf of Anacle. Schedule 1, section 1 has been pre-signed by Anacle Systems Limited as the data importer. Please note that the contracting entity under the Agreement may be a different entity to Anacle Systems Limited.
3. To complete this DPA, Client must:
 - a. Complete the information in the signature box and sign on page 7.
 - b. Send the signed DPA to Anacle by email to DPA@anacle.com indicating, if applicable, the Client’s Account Number (as set out on the applicable Anacle Order Form or invoice).

Except as otherwise expressly provided in the Agreement, this DPA will become legally binding upon receipt by Anacle of the validly completed DPA at this email address.

HOW THIS DPA APPLIES:

If the Client entity signing this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement. In such case, the Anacle entity that is party to the Agreement is party to this DPA. If the Client entity signing this DPA has executed an Order Form with Anacle or its Affiliate pursuant to the Agreement, but is not itself a party to the Agreement, this DPA is an addendum to that Order Form and applicable renewal Order Form(s), and the Anacle entity that is party to such Order Form is party to this DPA. For the purposes of this DPA, any reference to Order Form herein shall include “Ordering Document” (as defined in the Agreement). If the Client entity signing this DPA is neither a party to an Order Form nor the Agreement, this DPA is not valid and is not legally binding. Such entity should request that the Client entity who is a party to the Agreement executes this DPA. If the Client entity signing the DPA is not a party to an Order Form nor an Agreement directly with Anacle, but is instead a client indirectly via an authorized reseller of Anacle services, this DPA is not valid and is not legally binding. Such entity should contact the authorized reseller to discuss whether any amendment to its agreement with that reseller may be required.

This addendum was last updated on 15 September 2022.

1 Definitions

- 1.1 Affiliate:** any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control" for purposes of this definition, means control as established by the International Financial Reporting Standards Section 10 Consolidated Financial Statements, where an investor is established to have control when it has power over the investee, exposure or rights to variable returns from its involvement with the investee, and the ability to use its power over the investee to affect the amount of the investor's return.
- 1.2 Anacle:** the Anacle entity which is a party to this PDA, as specified in the section "HOW THIS DPA APPLIES" above, being
- (a) Anacle Systems Limited, a company incorporated in Singapore;
 - (b) Anacle Systems Pty. Ltd., a company incorporated in Australia;
 - (c) Anacle Systems (Shanghai) Co. Ltd., a company incorporated in China;
 - (d) Anacle Systems (India) Pvt. Ltd., a company incorporated in India;
 - (e) Anacle Systems Sdn. Bhd., a company incorporated in Malaysia;
- or as applicable.
- 1.3 Anacle Group:** Anacle and its Affiliates engaged in the Processing of Personal Data.
- 1.4 Authorized Affiliate:** any of Client's Affiliate(s) which is permitted to use the Services pursuant to the Agreement between Client and Anacle, but has not signed its own Order Form with Anacle and is not a "Client" as defined under this DPA.
- 1.5 Controller:** the entity which determines the purposes and means of the Processing of Personal Data.
- 1.6 Client:** the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.
- 1.7 Client Data:** electronic data and information submitted by or for Client to the SaaS Services, excluding Content and non-Anacle Applications.
- 1.8 Data Protection Laws and Regulations:** all laws and regulations applicable to the Processing of Personal Data under this Agreement as amended from time to time.
- 1.9 Data Subject:** the identified or identifiable person to whom Personal Data relates.
- 1.10 Documentation:** the applicable SaaS Service's documentation made available to Client by Anacle online at a web address notified by Anacle to Client from time to time which sets out a description of the SaaS Services and their usage guides and policies.
- 1.11 Personal Data:** any information relating to
- (i) an identified or identifiable natural person and
 - (ii) an identified or identifiable legal entity (where such information is protected similarly as Personal Data or personally identifiable information under applicable Data Protection Laws and Regulations),
- where for each (i) or (ii), such data is Client Data.
- 1.12 Processing or Process:** any operation or set of operations which is performed upon Personal Data, whether or not by automatic 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.
- 1.13 Processor:** the entity which Processes Personal Data on behalf of the Controller.
- 1.14 Public Authority:** a government agency or law enforcement authority, including judicial authorities.
- 1.15 Security, Privacy and Architecture Documentation:** the Security, Privacy and Architecture Documentation applicable to the specific Services purchased by Client, as updated from time to time, and made reasonably available by Anacle.
- 1.16 Sub-processor:** any Processor engaged by Anacle or a member of the Anacle Group.

1.17 User: in the case of an individual accepting these terms on his or her own behalf, such individual, or, in case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Client to use a SaaS Service, for whom Client has purchased a subscription (or in the case of any SaaS services provided by Anacle without charge, for whom a SaaS Service has been provisioned), and to whom Client (or, when applicable, Anacle at Client's request) has supplied user access credentials (for SaaS Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Client, and third parties with which Client transacts business.

2 Processing of Personal Data

2.1 Roles of the Parties.

The parties acknowledge and agree that with regard to the Processing of Personal Data, Client is a Controller or a Processor, Anacle is a Processor and that Anacle or members of the Anacle Group will engage Sub-processors pursuant to the requirements set forth in section 5 "Sub-processors" below.

2.2 Client's Processing of Personal Data.

Client shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations, including any applicable requirement to provide notice to Data Subjects of the use of Anacle as Processor (including where the Client is a Processor, by ensuring that the ultimate Controller does so). For the avoidance of doubt, Client's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Client shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Client acquired Personal Data. Client specifically acknowledges and agrees that its use of the SaaS Services will not violate the rights of any Data Subject, including those that have opted-out from sales or other disclosures of Personal Data, to the extent applicable under Data Protection Laws and Regulations.

2.3 Anacle's Processing of Personal Data.

Anacle shall treat Personal Data as Confidential Information and shall Process Personal Data on behalf of and only in accordance with Client's documented instructions for the following purposes:

- (i) Processing in accordance with the Agreement and applicable Order Form(s);
- (ii) Processing initiated by Users in their use of the SaaS Services; and
- (iii) Processing to comply with other documented reasonable instructions provided by Client (e.g., via email) where such instructions are consistent with the terms of the Agreement.

2.4 Details of the Processing.

The subject-matter of Processing of Personal Data by Anacle is the performance of the SaaS Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 2 (Description of Processing/Transfer) to this DPA.

3 Rights of Data Subjects

Anacle shall, to the extent legally permitted, promptly notify Client of any complaint, dispute or request it has received from a Data Subject such as a Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making, each such request being a "Data Subject Request". Anacle shall not respond to a Data Subject Request itself, except that Client authorizes Anacle to redirect the Data Subject Request as necessary to allow Client to respond directly. Taking into account the nature of the Processing, Anacle shall assist Client by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Client's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Client, in its use of the SaaS Services, does not have the ability to address a Data Subject Request, Anacle shall upon Client's request provide commercially reasonable efforts to assist Client in responding to such Data Subject Request, to the extent Anacle is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Client shall be responsible for any costs arising from Anacle's provision of such assistance.

4 Anacle Personnel

4.1 Confidentiality.

Anacle shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. Anacle shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

4.2 Reliability.

Anacle shall take commercially reasonable steps to ensure the reliability of any Anacle personnel engaged in the Processing of Personal Data.

4.3 Limitation of Access.

Anacle shall ensure that Anacle's access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.

4.4 Data Protection Officer.

Members of the Anacle Group have appointed a data protection officer. The appointed person may be reached at DPO@anacle.com.

5 Sub-processors

5.1 Appointment of Sub-processors.

Client acknowledges and agrees that

- (a) Anacle's Affiliates may be retained as Sub-processors; and
- (b) Anacle and Anacle's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the SaaS Services. Anacle or an Anacle Affiliate has entered into a written agreement with each Sub-processor containing, in substance, data protection obligations no less protective than those in the Agreement with respect to the protection of Client Data to the extent applicable to the nature of the SaaS Services provided by such Sub-processor.

5.2 Objection Right for Sub-processors.

Client may object to Anacle's use of a Sub-processor by notifying Anacle in writing. If Client objects to a Sub-processor as permitted in the preceding sentence, Anacle will use reasonable efforts to make available to Client a change in the SaaS Services or recommend a commercially reasonable change to Client's configuration or use of the SaaS Services to avoid Processing of Personal Data by the objected-to Sub-processor without unreasonably burdening Client. If Anacle is unable to make available such change within a reasonable period of time, which shall not exceed sixty (60) days, Client may terminate the applicable Order Form(s) with respect only to those SaaS Services which cannot be provided by Anacle without the use of the objected-to Sub-processor by providing written notice to Anacle. Anacle will refund Client any prepaid fees covering the remainder of the term of such Order Form(s) following the effective date of termination with respect to such terminated SaaS Services, without imposing a penalty for such termination on Client.

5.3 Liability.

Anacle shall be liable for the acts and omissions of its Sub-processors to the same extent Anacle would be liable if performing the services of each Sub-processor directly under the terms of this DPA, unless otherwise set forth in the Agreement.

6 Security

6.1 Controls for the Protection of Customer Data.

Anacle shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Client Data), confidentiality and integrity of Client Data, as set forth in the Security, Privacy and Architecture Documentation. Anacle regularly monitors compliance with these measures. Anacle will not materially decrease the overall security of the SaaS Services during a subscription term.

6.2 Audit.

Anacle shall maintain an audit program to help ensure compliance with the obligations set out in this DPA and shall make available to Customer information to demonstrate compliance with the obligations set out in this DPA as set forth in this section 6.2.

6.3 Data Protection Impact Assessment.

Upon Client's request, Anacle shall provide Client with reasonable cooperation and assistance needed to fulfill Client's obligation under Data Protection Laws and Regulations to carry out a data protection impact assessment related to Client's use of the Services, to the extent Client does not otherwise have access to the relevant information, and to the extent such information is available to Anacle.

7 Customer Data Incident Management and Notification

Anacle maintains security incident management policies and procedures specified in the Security, Privacy and Architecture Documentation and shall notify Client without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Client Data, including Personal Data, transmitted, stored or otherwise Processed by Anacle or its Sub-processors of which Anacle becomes aware (a "Client Data Incident"). Anacle shall make reasonable efforts to identify the cause of such Client Data Incident and take such steps as Anacle deems necessary and reasonable to remediate the cause of such a Client Data Incident to the extent the remediation is within Anacle's reasonable control. The obligations herein shall not apply to incidents that are caused by Client or Client's Users.

8 Government Access Requests

8.1 Anacle Requirements.

In its role as a Processor, Anacle shall maintain appropriate measures to protect Personal Data in accordance with the requirements of Data Protection Laws and Regulations, including by implementing appropriate technical and organizational safeguards to protect Personal Data against any interference that goes beyond what is necessary in a democratic society to safeguard national security, defense and public security. If Anacle receives a legally binding request to access Personal Data from a Public Authority, Anacle shall, unless otherwise legally prohibited, promptly notify Client including a summary of the nature of the request. Anacle shall not disclose the Personal Data requested until required to do so under the applicable procedural rules. Anacle agrees it will provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request. Anacle shall promptly notify Client if Anacle becomes aware of any direct access by a Public Authority to Personal Data and provide information available to Anacle in this respect, to the extent permitted by law. For the avoidance of doubt, this DPA shall not require Anacle to pursue action or inaction that could result in civil or criminal penalty for Anacle such as contempt of court.

8.2 Sub-processor Requirements.

Anacle shall ensure that Sub-processors involved in the Processing of Personal Data are subject to the same commitments regarding Government Access Requests as Anacle in its role as a Processor.

9 Return and Deletion of Client Data

Anacle shall return Client Data to Client and, to the extent allowed by applicable law, delete Client Data in accordance with the procedures and timeframes specified in the Security, Privacy and Architecture Documentation. Until Client Data is deleted or returned, Anacle shall continue to comply with this DPA and its Schedules.

10 Authorized Affiliates

10.1 Contractual Relationship.

The parties acknowledge and agree that, by executing the Agreement, Client enters into this DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between Anacle and each such Authorized Affiliate subject to the provisions of the Agreement and this section 10 and section 11. Each Authorized Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the avoidance of doubt, an Authorized Affiliate is not and does not become a party to the Agreement, and is a party only to this DPA. All access to and use of the SaaS Services and Content by Authorized Affiliates must comply with the terms and conditions of the Agreement and any violation of the terms and conditions of the Agreement by an Authorized Affiliate shall be deemed a violation by Client.

10.2 Communication.

The Client that is the contracting party to the Agreement shall remain responsible for coordinating all communication with Anacle under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

10.3 Rights of Authorized Affiliates.

Where an Authorized Affiliate becomes a party to this DPA with Anacle, it shall to the extent required under applicable Data Protection Laws and Regulations be entitled to exercise the rights and seek remedies under this DPA. Except where applicable Data Protection Laws and Regulations require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against Anacle directly by itself, the parties agree that

- (i) solely the Client that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and
- (ii) the Client that is the contracting party to the Agreement shall exercise any such rights under this DPA, not separately for each Authorized Affiliate individually, but in a combined manner for itself and all of its Authorized Affiliates together.

11 Limitation of Liability

Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Authorized Affiliates and Anacle, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together.

For the avoidance of doubt, Anacle's and its Affiliates' total liability for all claims from Client and all of its Authorized Affiliates arising out of or related to the Agreement and all DPAs shall apply in the aggregate for all claims under both the Agreement and all DPAs established under the Agreement, including by Client and all Authorized Affiliates, and, in particular, shall not be understood to apply individually and severally to Client and/ or to any Authorized Affiliate that is a contractual party to any such DPA.

12 Parties to this DPA

The section "HOW THIS DPA APPLIES" specifies which Anacle entity is party to this DPA. Where the Anacle entity that is a party to this DPA is not Anacle Systems Limited, that Anacle entity is carrying out the obligations of the data importer on behalf of Anacle Systems Limited. Notwithstanding the signatures below of any other Anacle entity, such other Anacle entities are not a party to this DPA.

13 Legal Effect

This DPA shall only become legally binding between Client and Anacle (and Anacle Systems Limited, if different) when the formalities steps set out in the section "HOW TO EXECUTE THIS DPA" above have been fully completed.

List of Schedules

Schedule 1: Description of Processing/ Transfer

The parties' authorized signatories have duly executed this DPA:

CLIENT

ANACLE SYSTEMS LIMITED

Signature: _____

Signature: _____

Client Legal Name: _____

Signatory Name: _____

Signatory Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ANACLE SYSTEMS PTY. LTD.

ANACLE SYSTEMS (SHANGHAI) CO. LTD.

Signature: _____

Signature: _____

Signatory Name: _____

Signatory Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ANACLE SYSTEMS (INDIA) PVT. LTD.

ANACLE SYSTEMS SDN. BHD.

Signature: _____

Signature: _____

Signatory Name: _____

Signatory Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule 1: Description of Processing/ Transfer

1 List of Parties

1.1 Data Exporter(s)

Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer.

| | |
|--|--------------------------------------|
| Name: | Client and its Authorized Affiliates |
| Address: | |
| Contact Person's Name, Position and Contact Details: | |
| Activities relevant to the data transferred under these clauses: Performance of the SaaS Services Pursuant to the Agreement and as further described in the Documentation. | |
| | |
| Signature and Date: | |
| Role: | Controller and Processor |

1.2 Data Importer(s)

Identity and contact details of the data importer(s), including any contact person with responsibility for data protection.

| | |
|--|---|
| Name: | Anacle Systems Limited |
| Address: | 3 Fusionopolis Way, #14-21 Symbiosis, Singapore 138633 |
| Contact Person's Name, Position and Contact Details: | [Name] Data Protection Officer DPO@anacle.com |
| Activities relevant to the data transferred under these clauses: Performance of the SaaS Services Pursuant to the Agreement and as further described in the Documentation. | |
| | |
| Signature and Date: | |
| Role: | Processor |

2 Categories of Data Subjects Whose Personal Data is Transferred

Client may submit Personal Data to the SaaS Services, the extent of which is determined and controlled by Client in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- (a) Prospects, customers, business partners and vendors of Client (who are natural persons),
- (b) Employees or contact persons of Client's prospects, customers, business partners and vendors,

- (c) Employees, agents, advisors, freelancers of Client (who are natural persons),
- (d) Client's Users authorized by Client to use the SaaS Services.

3 Categories of Data Subjects Whose Personal Data is Transferred

Client may submit Personal Data to the SaaS Services, the extent of which is determined and controlled by Client in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- (a) Name
- (b) Title
- (c) Position
- (d) Employer
- (e) Contact information (company, email, phone, physical business address)
- (f) ID data
- (g) Professional life data
- (h) Personal life data
- (i) Localization data

4 Sensitive Data Transferred (if Applicable)

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:

Data exporter may submit special categories of data to the SaaS Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which is for the sake of clarity Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade-union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

The applicable security measures are described under the Security, Privacy and Architecture Documentation applicable to the specific SaaS Services purchased by Client, as updated from time to time, and made reasonably available by Anacle.

5 Frequency of the Transfer

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):

Continuous basis depending on the use of the SaaS Services by Client.

6 Nature of the Processing

The nature of the Processing is the performance of the SaaS Services pursuant to the Agreement.

7 Purpose of Processing, the Data Transfer and Further Processing

Anacle will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further specified in the Documentation, and as further instructed by Client in its use of the SaaS Services.

8 Duration of Processing

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:

Subject to section 9 of the DPA, Anacle will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

9 Sub-processor Transfers

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

As per 7 above, the Sub-processor will Process Personal Data as necessary to perform the SaaS Services pursuant to the Agreement. Subject to section 9 of this DPA, the Sub-processor will Process Personal Data for the duration of the Agreement, unless otherwise agreed in writing.

10 Technical and Organizational Measures

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the Services, as described in the Security, Privacy and Architecture Documentation applicable to the specific SaaS Services purchased by data exporter, and made reasonably available by data importer. Data importer will not materially decrease the overall security of the Services during a subscription term. Data Subject Requests shall be handled in accordance with section 3 of the DPA.