



REDSEAL

DATA PROCESSING ADDENDUM
FOR REDSEAL OFFERINGS

This Data Processing Addendum (“DPA”) forms part of the Agreement (defined below) between the party identified in the Agreement or the applicable RedSeal quotation (“Customer”) and RedSeal, Inc., its direct and indirect subsidiaries, and Affiliates (“RedSeal”) and applies to the extent that (i) RedSeal Processes Personal Data on behalf of Customer in providing Services, or (ii) the Agreement expressly incorporates this DPA by reference. This DPA does not apply where RedSeal is the Controller. All capitalized terms not defined in this DPA will have the meanings set forth in the Agreement.

1. **Definitions.**

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with another entity. For purposes of this definition, “control” means direct or indirect ownership or control of more than 50% of the voting interests of the entity.

“Agreement” means the written or electronic agreement identified and located at <https://www.redseal.net/standard-form-agreements/>, or any agreement executed between Customer and RedSeal pursuant to which RedSeal provides Services to Customer.

“Data Breach” means a breach by RedSeal of the security obligations under this DPA leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, the Personal Data Processed.

“Controller” means an entity which, alone or jointly with others, determines the purposes and means of the Processing of the Personal Data.

“Data Protection Laws” means any data protection and/or privacy related laws, statutes, directives, or regulations (and any amendments or successors thereto) to which a party to this DPA is subject and which are applicable to the Services provided under the Agreement.

“EEA” means the European Economic Area.

“EU Standard Contractual Clauses” are the clauses approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 and located at https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en.

“GDPR” means General Data Protection Regulation 2016/679 on the protection of natural persons in the Processing of Personal Data and on the free movement of such data, as may be amended or superseded from time to time.

“Personal Data” means any information relating to an identified or identifiable natural person (“Data Subject”) which is Processed by RedSeal, acting as a Processor on behalf of the Customer, in connection with the provision of and subject to the limitations of the Services (as set forth in the Agreement), and which is subject to Data Protection Laws. For the avoidance of doubt, in cases where data is anonymized or pseudonymized such that the Data Subject cannot be identified by RedSeal, such data shall not be deemed nor construed as ‘Personal Data’.

“Processing”, “Processed”, or “Process” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated 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, subject to the parameters and limitations as set forth in the Agreement between RedSeal and Customer.

“Processor” means an entity that Processes Personal Data on behalf of a Controller.

"Services" means any RedSeal cloud-based license or service, or customer support service provided by RedSeal to Customer pursuant to the Agreement.

"Subprocessor" means a third party engaged by RedSeal that Processes Personal Data pursuant to the Agreement.

"UK Standard Contractual Clauses" are the [International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the Commissioner under S119A\(1\) Data Protection Act 2018, with the designations and amendments set out in Annex IV to this DPA.](#)

2. **Processing.**

2.1 Under the Agreement between RedSeal and Customer, RedSeal will Process Personal Data as a Processor acting on behalf of the Customer. Customer agrees that it will not require RedSeal to undertake or engage in any activity that would require, or result in, RedSeal acting in the capacity of a Controller.

2.2 Customer authorizes RedSeal to Process the Personal Data to provide the Services in accordance with RedSeal's rights and obligations under the Agreement and in any subsequent statements of work or service orders. Customer authorizes RedSeal to use performance data derived from the provision of the Services and the Processing of the Personal Data to enhance and/or improve RedSeal's products and services.

2.3 This DPA, the Agreement, and any subsequent statements of work or service orders, and any configurations by Customer or its authorized users, comprise Customer's complete instructions to RedSeal regarding the Processing of Personal Data. Any additional or alternate instructions must be agreed upon by the parties in writing, including the costs (if any) associated with complying with such instructions.

2.4 RedSeal is not responsible for determining if Customer's instructions are compliant with applicable law. However, if RedSeal is of the opinion that a Customer instruction infringes applicable Data Protection Laws, RedSeal shall notify Customer as soon as reasonably practicable and shall not be required to comply with such infringing instruction.

2.5 Customer will, in its use of the Services, comply with its obligations under Data Protection Laws when Processing Personal Data and when issuing Processing instructions to RedSeal. Customer represents that it has all rights and authorizations necessary for RedSeal to lawfully process Personal Data pursuant to the Agreement, as described in applicable Data Protection Laws.

2.6 RedSeal may only disclose Personal Data for the purpose of: (a) complying with Customer's reasonable and lawful instructions; (b) as required in connection with the Services and as permitted by this DPA; and/or (c) as required to comply with Data Protection Laws, or an order of any court, tribunal, regulator, or government agency with competent jurisdiction to which RedSeal is subject. With regard to (c) above, RedSeal will (to the extent permitted by law) inform the Customer in advance of making any disclosure of Personal Data and will reasonably cooperate with Customer to limit the scope, proportionality, and duration of such requested disclosure to what is strictly necessary or legally required.

2.7 RedSeal shall maintain the confidentiality of Personal Data in accordance with Data Protection Laws applicable to Processors and shall ensure those authorized to Process the Personal Data (including its Subprocessors) are committed to obligations of confidentiality.

3. **Subprocessing.**

3.1 Customer agrees that RedSeal may appoint and use Subprocessors to Process Personal Data in connection with the Services PROVIDED that: (a) RedSeal puts in place a written contract with each Subprocessor that imposes obligations that are (i) relevant to the Services to be provided by the Subprocessors, and (ii) materially similar to the rights and/or obligations granted or imposed on RedSeal under this DPA; and (b) where a Subprocessor fails to fulfill its data protection obligations as specified above, RedSeal shall be liable to the Customer for the performance of the Subprocessor's obligations.

4. **Security Measures.**

4.1 Taking into account industry standards, the costs of implementation, the nature, scope, context, and purposes of the Processing, and any other relevant circumstances relating to the Processing of the Personal Data on RedSeal systems, RedSeal shall implement appropriate technical and organizational measures to ensure security, confidentiality, integrity, availability, and resilience of processing systems and services involved in the Processing of the Personal Data are commensurate with the risk in respect of such Personal Data. RedSeal will periodically (i) test and monitor the effectiveness of its safeguards, controls, systems, and procedures, and (ii) identify reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of the Personal Data, and ensure these risks are addressed. RedSeal shall implement and document appropriate business continuity and disaster recovery plans to enable it to continue or resume providing Services (including restoring access to the Personal Data where applicable) in a timely manner after a disruptive event.

4.2 Customer is responsible for using and configuring the Services in a manner that enables Customer to comply with Data Protection Laws, including implementing appropriate security, technical, and organizational measures. Such measures shall provide an appropriate level of security for the protection of Personal Data to meet the requirements of this clause.

4.3 RedSeal restricts its personnel from Processing Personal Data without authorization (unless required by applicable law) and will ensure that any personnel authorized by RedSeal to process Personal Data is subject to an obligation of confidentiality.

5. **Data Breach.**

5.1 Where a Data Breach is caused by RedSeal's failure to comply with its obligations under this DPA, RedSeal shall, where required by applicable Data Protection Laws, notify Customer without undue delay after establishing the occurrence of the Data Breach and shall:

(a) to the extent such information is known or available to RedSeal at the time, provide Customer with details of the Data Breach, a point of contact, and the measures taken or to be taken to address the Data Breach; and

(b) reasonably cooperate and assist Customer with any investigation into, and/or remediation of, the Data Breach (including, without limitation and where required by Data Protection Laws, the provision of notices to regulators and affected individuals); and

(c) not inform any unaffiliated third party (other than another customer affected by the same Data Breach, a Subprocessor potentially possessing relevant information, or experts or consultants utilized by

RedSeal) of any Data Breach relating to the Personal Data without first obtaining Customer's prior written consent, except as otherwise required by applicable law.

5.2 In the event Customer intends to issue a notification regarding the Data Breach to a data protection supervisory authority, other regulator, or law enforcement agency, Customer shall (unless prohibited by law) allow RedSeal to review the notification and Customer shall consider any reasonable comments or amendments proposed by RedSeal.

6. **Demonstrate Compliance.**

RedSeal shall, upon reasonable prior written request from Customer (not to be made more than once in any twelve-month period), provide Customer such information as may be reasonably necessary under applicable law and in accordance with RedSeal's security practices, to demonstrate RedSeal's compliance with its obligations under this DPA.

7. **International Data Transfers.**

7.1 RedSeal may, in connection with the provision of the Services, or in the normal course of business, make international transfers of Personal Data to its Affiliates, subsidiaries, and/or Subprocessors. When making such transfers, RedSeal shall ensure appropriate protection is in place to safeguard the Personal Data transferred under or in connection with this DPA.

7.2 Where the provision of Services involves the transfer of Personal Data from the EEA to countries outside the EEA (which are not subject to an adequacy decision under Data Protection Laws) such transfer shall be in compliance with the EU Standard Contractual Clauses and subject to the following requirements: (a) RedSeal has in place intra-group agreements that incorporate EU Standard Contractual Clauses with any Affiliates or subsidiaries which may have access to the Personal Data; and (b) RedSeal has in place agreements with its Subprocessors that incorporate the EU Standard Contractual Clauses, as appropriate.

7.3 Where the provision of Services involves the transfer of Personal Data from the United Kingdom to countries outside the EEA (which are not subject to an adequacy decision under Data Protection Laws) such transfer shall be in compliance with the UK Standard Contractual Clauses and subject to the following requirements: (a) RedSeal has in place intra-group agreements that incorporate UK Standard Contractual Clauses with any Affiliates or subsidiaries which may have access to the Personal Data; and (b) RedSeal has in place agreements with its Subprocessors that incorporate the UK Standard Contractual Clauses, as appropriate.

7.4 RedSeal and Customer agree that when Customer acts as the Controller and RedSeal as a Processor, then Module Two of the EU Standard Contractual Clauses applies.

- i. The appropriate designation is set forth in Annex I attached hereto.
- ii. Option 2 for Clause 9(a) applies. RedSeal shall inform the Customer of any intended changes to sub-processors at least 30 days in advance.
- iii. Option 2 for Clause 17 applies. As described in Clause 17, Parties agree that the law of the relevant Member State shall be the governing law.
- iv. For Clause 18, disputes shall be resolved in the courts of Data Exporter Member State.
- v. Annex II and III are set out below.

8. **Deletion of Data.**

Upon termination of the Services (for any reason) and if requested by Customer in writing, RedSeal shall,

as soon as reasonably practicable and in accordance with applicable law, delete the Personal Data on RedSeal systems, PROVIDED that RedSeal may: (a) retain one copy of the Personal Data as necessary to comply with any legal, regulatory, judicial, audit, or internal compliance requirements; and (b) defer the deletion of the Personal Data to the extent and for the duration that any Personal Data or copies thereof cannot reasonably and practically be expunged from RedSeal's systems. The parties hereby expressly acknowledge that Customer instructs RedSeal to maintain back-up files of all Customer data (which may include Personal Data), for the duration established in the Agreement. For such retention or deferral periods as set forth above, the provisions of this DPA shall continue to apply to such Personal Data. RedSeal reserves the right to charge Customer for any reasonable costs and expenses incurred by RedSeal in deleting the Personal Data pursuant to this clause. A certificate of destruction will be provided upon request.

9. **Cooperation.**

9.1 If RedSeal receives any request from Data Subjects, or applicable data protection authorities relating to the Processing of Personal Data under the Agreement, including requests from Data Subjects seeking to exercise their rights under Data Protection Laws, RedSeal will promptly redirect the request to the Customer. RedSeal will not respond to such communication directly without Customer's prior authorization, unless legally compelled to do so. If RedSeal is required to respond to such a request, RedSeal will promptly notify Customer and provide Customer with a copy of the request, unless legally prohibited from doing so.

9.2 RedSeal shall provide reasonable cooperation and assistance to Customer, to the extent applicable in relation to RedSeal's processing of the Personal Data and within the scope of the agreed Services, in connection with any data protection impact assessment(s) which the Customer may carry out in relation to the processing of Personal Data to be undertaken by RedSeal, including any required prior consultation(s) with supervisory authorities. RedSeal reserves the right to charge Customer a reasonable fee for the provision of such cooperation and assistance.

9.3 To the extent required by Data Protection Laws, RedSeal will, upon reasonable notice and at Customer's expense, provide reasonably requested information regarding the Services to enable Customer to carry out data protection impact assessments and/or prior consultations with data protection authorities.

9.4 Neither RedSeal nor any Subprocessor shall be liable for any claim brought by Customer or any third party arising from any action or omission by RedSeal and/or Subprocessors to the extent such action or omission resulted from compliance with Customer's instructions, security practices, policies, and/or procedures.

10. **General.**

10.1 Any claims brought under this DPA will be subject to the terms and conditions of the Agreement, including the exclusions and limitations set forth in the Agreement.

10.2 In the event of any conflict between this DPA and the Agreement, the terms of this DPA will prevail.

10.3 RedSeal may modify the terms of this DPA as provided in the Agreement (i) if required to do so by a supervisory authority or other government or regulatory entity, (ii) if necessary, to comply with Data Protection Laws, or (iii) to implement or adhere to applicable Standard Contractual Clauses, approved codes of conduct or certifications, binding corporate rules, or other compliance mechanisms, which may be permitted under Data Protection Laws. Supplemental terms may be added as an Annex or Appendix to this DPA where such terms only apply to the Processing of Personal Data under the Data Protection Laws of specific countries or jurisdictions. RedSeal will provide notice of such changes to Customer, and the modified DPA will become effective, in accordance with the terms of the Agreement or as otherwise

provided on RedSeal’s website if not specified in the Agreement.

(IF SIGNATURE IS REQUIRED)

This Data Processing Addendum and the Standard Contractual Clauses are hereby acknowledged and agreed by each party’s authorized representative and made a part of this Agreement.

REDSEAL, INC.

CUSTOMER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Annex I

Annex I to the EU Standard Contractual Clauses

A. LIST OF PARTIES

Module Selection

Select applicable Module(s)	
	Module One: Controller to Controller
X	Module Two: Controller to Processor
	Module Three: Processor to Processor
	Module Four: Processor to Controller

Data exporter(s):

Name: The entity identified as “Customer” in the DPA.

Address: The address for Customer associated with its account or as otherwise specified in the DPA or the Agreement.

Contact person’s name, position, and contact details: The contact details associated with Customer’s account, or as otherwise specified in the DPA or the Agreement.

Activities relevant to the data transferred under these Clauses: The activities are specified in Section 2 of the DPA.

Signature and date: By using RedSeal services or products the data exporter will be deemed to have signed this Annex I.

Role (controller/processor): Controller.

Data importer(s):

Name: “RedSeal” as identified in the DPA.

Address: The address for RedSeal is specified in the Agreement.

Contact person’s name, position, and contact details: The contact details for RedSeal are specified in the DPA or the Agreement.

Activities relevant to the data transferred under these Clauses: The activities are specified in Section 2 of the DPA.

Signature and date: By transferring Customer Personal Data to Third Countries on Customer’s instructions, the data importer will be deemed to have signed this Annex I.

Role (controller/processor): Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred:

The data subjects are Customer's end users, employees, contractors, suppliers and other third parties relevant to the Services.

Categories of personal data transferred:

- *Contact details: which may include name, address, email address, telephone, fax, other contact details, emergency contact details, associated local time zone information.*
- *Customer details: which may include Contact details, invoicing, and credit related data.*
- *IT systems and operational information: which may include user ID and password details, computer name, email address, domain name, user names, passwords, IP address, permission data (according to job roles), account and delegate information for communication services, individual mailboxes and directories, chat communication data, software and hardware inventory, tracking information regarding patterns of software and internet usage (e.g. cookies), and information recorded for operational and/or training purposes.*
- *Customer support: which may include personal identifiers, voice, video, and data recordings.*
- *Other: Any other Personal Data submitted by Customer.*

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:

RedSeal does not intend to process any special categories of Personal Data on behalf of the Customer. Customer agrees not to provide, transfer, or disclose any special categories of Personal Data at any time to any of RedSeal's service offerings.

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

Personal data is transferred in accordance with Customer's instructions as described in Section 2 of the DPA.

Nature of the processing:

The nature of the processing is described in Section 2 of the DPA.

Purpose(s) of the data transfer and further processing:

To provide the Services.

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

The data exporter determines the duration of processing in accordance with the terms of the DPA.

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

The subject matter, nature, and duration of the processing are described in Section 2 of the DPA.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13:

The data exporter's competent supervisory authority will be determined in accordance with the GDPR.

Annex II

Annex II to the EU Standard Contractual Clauses. Technical and Organizational Measures Including Technical and Organizational Measures to Ensure the Security of the Data.

Technical and organizational security measures in RedSeal's compliance programs include the following:

A. Measures to ensure security of processing

1. Entrance Control

Appropriate measures preventing unauthorized persons from gaining access to data processing systems on which personal data are processed or used:

- Visitors need to register; date and time of arrival, time of leaving the building as well as the name of the person being visited shall be recorded; visitors shall be accompanied by an authorized person at all times;
- All office units are secured by an "access control system". Access to the office units is granted with an activated entry card only;
- CCTV covers appropriate areas (e.g., entrances to data centers);
- Data centers are located in separated areas with special access requirements; Additionally, authorized persons are instructed to grant access to persons known to them only;
- Security guard service for the main, operational buildings is provided;
- Outside areas may be under video surveillance or under monitoring by a security service.

2. Admission Control

Appropriate measures preventing unauthorized persons from using data processing systems.

- Access to IT systems is granted only to a user when registered under a valid username and password;
- Internal password policy requires periodical mandatory password changes, a minimum length, and the use of special characters;
- Policy includes automatic computer lock after a short period, with renewed access to the PC only after new registration with a valid username and password;
- Outside network access requires a two-factor-authentication.

3. Access Control

Appropriate measures ensuring that persons entitled to use a data processing system have access only to the data to which they should have the right of access, and that personal data cannot be read, copied, modified, or removed without authorization in the course of processing or use and after storage:

- Access authorization is issued in respect of the specific area of work to which the employee is assigned (work roles);
- Policy requires regular verification of access authorizations;

4. Separation Control

Appropriate measures ensuring that data collected for different purposes can be processed separately:

- Personal data of different controllers shall be processed separately;

- Functional separation between test and production systems is employed.

B. Measures to ensure integrity of processing

1. Transmission Control

Appropriate measures ensuring that personal data cannot be read, copied, modified or removed without authorization during electronic transmission or transport, and that it is possible to check and establish to which bodies the transfer of personal data by means of data transmission facilities is made:

- Encrypted data transfer when handling confidential data and when accessing the company network;
- Sensitive Personal Data is saved and encrypted on employees' laptops;
- Monitor for suspicious data traffic;
- Restrictive usage of Wireless LAN;
- Restrictive remote-access to the RedSeal network (using two-factor-authentication);
- External access to the internet from internal networks by employees or the use of Wireless LAN within the office building is provided only via internal IT systems, a User-ID, an individual password and encrypted connections;
- Data media shall be disposed of in accordance with data protection policies by use of safety container and document shredders; magnetic data storage media shall be destroyed physically, or erased using industry recognized processes; compliance with guidelines concerning erasure and/or destruction of data storage media and documents;
- In case of remote support (screen sharing), the connection will be encrypted and requires an affirmative action from the customer.

2. Input Control

Appropriate measures ensuring the possibility to check and establish whether and by whom personal data have been input into data processing systems, accessed, modified, or removed:

- When using relevant applications, access is automatically recorded;
- In case of remote support, the customer can terminate the data processing or support activity at any time.

C. Measures to ensure availability and resilience of processing

1. Job Control

No Processing according to Art. 28 GDPR shall take place without Controller's instructions, clear Contract drafting, formalized assignment management, strict vetting processes and checks.

- Subcontractors are on-boarded in globally consistent processes. During the onboarding process, subcontractors are carefully vetted and must contractually commit to consistent compliance standards;
- Subcontractors are regularly reviewed for compliance with their contractual and legal obligations;
- The Processor and Processor's subcontractors shall agree on provisions substantially equivalent to the provisions agreed between the Controller and the Processor;

2. Availability Control

Appropriate measures ensuring that personal data are protected from accidental destruction or loss:

- Anti-virus software is installed on all applicable systems;
- Protection of the network via Firewall;
- Network segmentation;
- Use of content filter/Proxys;
- Interruption-free power supply for all critical systems;
- Regular generation of backups of relevant data;
- Fire safety system;
- Emergency/ Disaster recovery plans;
- Air-conditioned server rooms.

3. Resiliency

Punctual peak demands or long-term high demands are reflected in the design of systems and services (memory, access and throughput capacities, etc.) in order to ensure resilience and consistency of processing.

- The infrastructure is designed to function under high demand and can handle peak demands.

4. Incident Response

Appropriate processes to address cybersecurity events.

- A corporate response plan for Cybersecurity incidents is in place that outlines Purpose, Scope, Identification, Assessment, Response and Remediation of security incidents, including notifications to Regulators, controllers and/or data subjects as may be required.

D. Encryption

- Identifiable sensitive personal data is encrypted in transit and at rest;
- Encryption standards are specific and clearly defined.

E. Measures to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

e.g., back-up concepts, redundant storage locations, mirrored IT infrastructure

- Disaster Recovery plans exist for relevant data;
- Critical data is backed up or mirrored.

F. Process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of personal data processing

- All IT security policies are regularly checked to ensure they are effective and up-to-date;

Annual review of all corporate level security Policies, Standards and corresponding Procedures occurs with the final review/approval of the Chief Security Officer.

Annex III

Annex III to the EU Standard Contractual Clauses. List of Sub-Processors.

As applicable, the controller authorizes the use of the sub-processors as specified in the applicable order.

Annex IV

UK Standard Contractual Clauses

The following designations and amendments apply to the UK Standard Contractual Clauses:

1. Part 1, Table 1: the Parties to the UK Standard Contractual Clauses shall be in accordance with “Annex I to the EU Standard Contractual Clauses”.
2. Part 1, Table 2: the relevant designations are in accordance with Section 7.4 of the DPA, unless such designations contradict or conflict with the UK Standard Contractual Clauses, in which case the UK Standard Contractual Clauses shall apply.
3. Part 1, Table 3:
 - a. Annex 1A and Annex 1B are in accordance with “Annex I to the EU Standard Contractual Clauses”.
 - b. Annex II is in accordance with “Annex II to the EU Standard Contractual Clauses. Technical and Organizational Measures Including Technical and Organizational Measures to Ensure the Security of the Data”.
 - c. Annex III is in accordance with “Annex III to the EU Standard Contractual Clauses. List of Sub-Processors.”
4. Part 1, Table 4: the following selections apply: “Importer” and “Exporter”.

Annex V US Data Privacy Addendum

If RedSeal is processing Personal Data within the scope of US Privacy Laws, this US Data Privacy Addendum will apply. This US Data Privacy Addendum (“**Addendum**”) specifies certain data protection obligations of RedSeal as it relates specifically to US Privacy Laws as defined below, and the parties agree to comply with this Addendum as applicable. Terms not defined in this Addendum shall have the meanings set forth in the Agreement.

1. **Definitions.** In the event of a conflict in the meanings of defined words in the various US Privacy Laws, the parties agree that the definition in the applicable US Privacy Law shall apply.
 - a. For purposes of this Addendum, Customer is a “**business**” or “**controller**,” and RedSeal is a “**processor**,” “**service provider**,” “**contractor**,” or “**third party**” as those terms are defined by the US Privacy laws.
 - b. The terms “**business purpose**,” “**commercial purpose**,” “**purpose**,” and “**specific purpose**,” and other similar terms, mean (i) the purpose as specified in the Agreement, and (ii) the purpose of the Services as described in the Agreement or the outcome of the Services.
 - c. The terms “**sale**,” “**sell**,” and “**share**” shall have the meanings given to them in the US Privacy Laws.
 - d. “**US Privacy Laws**” means any federal, state, local, municipal, or other constitution, law, statute, rule, regulation, ordinance, or code relating to privacy, data protection, or cybersecurity, as may be amended, including but not limited to the California Consumer Privacy Act, Cal. Civ. Code 1798.100 et seq., which includes the California Privacy Rights Act (collectively the “**CPRA**”); guidance issued by the U.S. Federal Trade Commission pursuant to its authority under Section 5 of the FTC Act, 15 U.S.C. § 45; the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.; the Children’s Online Privacy Protection Act, 15 U.S.C. § 6501 et seq.; the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq.; and any other applicable federal or state laws or regulations regarding information privacy that are in effect or will come into effect during the term of the Agreement.
2. **RedSeal Requirements.** RedSeal agrees:
 - a. It will comply with all obligations set forth in the Agreement and the DPA, including this Addendum;
 - b. It will provide the same or better level of privacy protections for Personal Data, and will not use or disclose any Personal Data in violation of the Agreement, the DPA, or any applicable US Privacy Laws;
 - c. It will maintain all permissions, authorizations, and consents required by the Agreement, the DPA, and any applicable US Privacy Laws;
 - d. It will promptly and without undue delay, notify Customer if it becomes aware of any violation of this Addendum or determines it can no longer fulfill its obligations under this Addendum or any applicable US Privacy Law, and in any event within five (5) business days of become aware or making such a determination;
 - e. If it engages a Subprocessor to perform any of its processing obligations under the Agreement, then RedSeal shall conduct a security and privacy compliance assessment of the Subprocessor to ensure the Subprocessor will meet the Personal Data protection and security requirements under the Agreement, the DPA, and applicable US Privacy Laws, inform Customer of the name of the Subprocessor, the location of the Subprocessor’s processing activities, and the nature of the processing and categories of Personal Data to be processed by the Subprocessor.
 - f. It shall maintain a privacy program and related policies that address how Personal Data is collected, used, shared, and otherwise processed, and ensure each person acting for or on behalf of Customer that is processing Personal Data is subject to a duty of confidentiality.

3. Customer Requirements. Customer agrees:
 - a. It shall inform RedSeal of any consumer request that Customer knows of, that is made pursuant to applicable US Privacy Laws, and that Customer must comply with.
 - b. It shall provide RedSeal with the information in Customer's possession that is reasonably necessary for RedSeal to comply with the request, except information that US Privacy Laws prohibit Customer from sharing, or information that RedSeal already has access to or is better suited than Customer to obtain.
4. Customer Rights. Without prejudice to the Agreement and the DPA, and in furtherance of Customer's rights to perform audits, Customer shall have the right to monitor RedSeal's compliance with this Addendum and all US Privacy Laws. Such monitoring may include, without limitation, ongoing manual reviews, automated scans, and regular assessments, audits, or other technical and operational testing at least once every twelve (12) months, or more frequently if Customer reasonably believes a violation of this Addendum or a Data Breach has occurred.
5. Service Provider/Contractor/Processor Obligations. In addition to the RedSeal Requirements in Section 2. above, RedSeal certifies that it understands and will comply with the following obligations and restrictions. If RedSeal is a service provider, contractor, or processor, then RedSeal shall not:
 - a. Sell or share Personal Data;
 - b. Process an individual's Personal Data for any purpose other than the specific purpose of performing the Services or pursuant to Customer's direction;
 - c. Process Personal Data outside of the direct business relationship between the parties; or
 - d. Combine Personal Data that RedSeal receives from, or on behalf of Customer with Personal Data it receives from, or on behalf of, another person or persons, or collects from its own interaction with an individual, or for any purpose other than the specific of performing the Services or pursuant to Customer's direction.
6. Third Party and Independent Controller Obligations. The parties acknowledge and agree that when RedSeal is a third party or each party is an independent controller:
 - a. Each party may process Personal Data solely:
 - i. For the specific and limited purposes in the Agreement, the DPA, and this Addendum as permitted by applicable US Privacy Laws;
 - ii. As required by applicable US Privacy Laws; and
 - iii. Subject to all obligations and restrictions in the Agreement and the DPA applicable to the processing of Personal Data
 - b. The parties shall cooperate and agree upon a process to ensure that an individual's lawful opt-out request related to Personal Data is provided to the other to the extent reasonably necessary for each party to comply with applicable US Privacy Laws.
 - i. Neither party shall provide the other with access to, or disclose to the other, any Personal Data of an individual who (a) has not granted consent where consent is required by applicable US Privacy Laws, including for processing sensitive personal information, or (b) already lawfully opted out of or withdrew consent for the processing, sale, or sharing of Personal Data.
 - c. Customer may require RedSeal to provide a written attestation of compliance with the CPRA regarding RedSeal's processing of Personal Data as a third party or independent controller.
 - d. Customer may with prior written notice, take reasonable and appropriate steps to ensure that RedSeal uses the Personal Data received from or processed on behalf of Customer in a manner consistent with Customer's obligation as a business under the CPRA or as a controller under other Privacy Laws, and/or stop and remediate the unauthorized use of Personal Data by RedSeal.

7. Other. The parties acknowledge and agree that depending on the nature of the RedSeal's processing of Personal Data under the Agreement, RedSeal may be subject to the obligations under both Sections 5 and 6.
8. Specificity. The parties agree that Customer is disclosing Personal Data to RedSeal for the business purposes described in the Agreement and the DPA. If necessary to meet the specificity requirement of the CPRA § 7051(a)(2), the parties shall amend the Agreement or DPA.