

Data Processing Addendum

This Data Processing Addendum (“DPA”) supplements the Customer Terms and Conditions (the “Agreement”) between Coderbyte Enterprise Inc (“Coderbyte”, “Company,” “us,” “we”) and the customer entity that is a party to the Agreement (“Customer” or “you”). We may update this Addendum from time to time, and we will provide reasonable notice of any such updates. Any terms not defined in this Addendum shall have the meaning set forth in the Agreement.

1. Definitions

1.1 “Affiliate” means (i) an entity of which a party directly or indirectly owns fifty percent (50%) or more of the stock or other equity interest, (ii) an entity that owns at least fifty percent (50%) or more of the stock or other equity interest of a party, or (iii) an entity which is under common control with a party by having at least fifty percent (50%) or more of the stock or other equity interest of such entity and a party owned by the same person, but such entity shall only be deemed to be an Affiliate so long as such ownership exists.

1.2 “Authorized Sub-Processor” means a third-party who has a need to know or otherwise access Customer’s Personal Data to enable Company to perform its obligations under this DPA or the Agreement, and who is either (1) listed on the List (as defined in Section 4.1) or (2) subsequently authorized under Section 4.2 of this DPA.

1.3 “Company Account Data” means personal data that relates to Company’s relationship with Customer, including the names, contact information of individuals authorized by Customer to access Customer’s account and billing information of individuals that Customer has associated with its account. Company Account Data also includes any data Company may need to collect for the purpose of managing its relationship with Customer, identity verification, or as otherwise required by applicable laws and regulations.

1.4 “Company Usage Data” means Service usage data collected and processed by Company in connection with the provision of the Services, including without limitation data used to identify the source and destination of a communication, activity logs, and data used to optimize and maintain performance of the Services, to investigate and prevent system abuse.

1.5 “Data Exporter” means Customer.

1.6 “Data Importer” means Company.

1.7 “Data Protection Laws” means any applicable laws and regulations in any relevant jurisdiction relating to the use or processing of Personal Data including: (i) the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (“CCPA”), (ii) the General Data Protection Regulation (Regulation (EU) 2016/679) (“EU GDPR”) and the EU GDPR as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the “UK GDPR”) (together, collectively, the “GDPR”), (iii) the Swiss Federal Act on Data Protection, ; (iv) the UK Data Protection Act 2018; and (v) the Privacy and Electronic Communications (EC Directive) Regulations 2003; (vi) the Brazil General Data Protection law or Lei Geral de Proteção de Dados (LGPD) of Brazil, Law No. 13,709/2018, and (vii) any US state consumer privacy laws that are substantially similar to the CCPA in each case, as updated, amended or replaced from time to time. The terms “Data Subject”, “Personal Data”, “Personal Data Breach”, “processing”, “processor,” “controller,” and “supervisory authority” shall have the meanings set forth in the GDPR.

1.8 “EU SCCs” means the standard contractual clauses approved by the European Commission in Commission Decision 2021/914 dated 4 June 2021, for transfers of personal data to countries not otherwise recognized as offering an adequate level of protection for personal data by the European Commission (as amended and updated from time to time), as modified by Section 6.2 of this DPA.

1.9 “Brazilian Standard Contractual Clauses (Cláusulas Padrão Contratuais – CPCs)” means the standard contractual clauses approved by the Autoridade Nacional de Proteção de Dados (ANPD) pursuant to Resolution No. 19/2024, for transfers of personal data to countries not otherwise recognized as offering an adequate level of protection for personal data under the Lei Geral de Proteção de Dados (LGPD) (as amended and updated from time to time), as incorporated into and modified by this DPA.

1.10 “ex-Brazil Transfer” means the transfer of Personal Data, which is processed in accordance with the Lei Geral de Proteção de Dados (LGPD), from the Data Exporter to the Data Importer (or its premises) outside the Federative Republic of Brazil, and such transfer is not governed by an adequacy decision made by the Autoridade Nacional de Proteção de Dados (ANPD) in accordance with the relevant provisions of the LGPD.

1.11 “ex-EEA Transfer” means the transfer of Personal Data, which is processed in accordance with the GDPR, from the Data Exporter to the Data Importer (or its premises) outside the European Economic Area (the “EEA”), and such transfer is not governed by an adequacy decision made by the European Commission in accordance with the relevant provisions of the GDPR.

1.12 “ex-UK Transfer” means the transfer of Personal Data covered by Chapter V of the UK GDPR, which is processed in accordance with the UK GDPR and the Data Protection Act 2018, from the Data Exporter to the Data Importer (or its premises) outside the United Kingdom (the “UK”), and such transfer is not governed by an adequacy decision made by the Secretary of State in accordance with the relevant provisions of the UK GDPR and the Data Protection Act 2018.

1.13 “Services” shall have the meaning set forth in the Agreement.

1.14 “Standard Contractual Clauses” means the EU SCCs and the UK SCCs.

1.15 “UK Addendum” has the meaning set forth in Exhibit D.

1.16 “UK SCCs” means the EU SCCs, as amended by the UK Addendum.

2. Relationship of the Parties; Processing of Data

2.1 The parties acknowledge and agree that with regard to the processing of Personal Data, Customer may act either as a controller or processor and, except as expressly set forth in this DPA or the Agreement, Company is a processor. Customer shall, in its use of the Services, at all times process Personal Data, and provide instructions for the processing of Personal Data, in compliance with Data Protection Laws. Customer shall ensure that the processing of Personal Data in accordance with Customer’s instructions will not cause Company to be in breach of the Data Protection Laws. Customer is solely responsible for the accuracy, quality, and legality of (i) the Personal Data provided to Company by or on behalf of Customer, (ii) the means by which Customer acquired any such Personal Data, and (iii) the instructions it provides to Company regarding the processing of such Personal Data. Customer shall not provide or make available to Company any Personal Data in violation of the Agreement or otherwise inappropriate for the nature of the Services, and shall indemnify Company from all claims and losses in connection therewith.

2.2 Company shall not process Personal Data (i) for purposes other than those set forth in the Agreement and/or Exhibit A, (ii) in a manner inconsistent with the terms and conditions set forth in this DPA or any other documented instructions provided by Customer, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by Supervisory Authority to which the Company is subject; in such a case, the Company shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest, or (iii) in violation of Data Protection Laws. Customer hereby instructs Company to process Personal Data in accordance with the foregoing and as part of any processing initiated by Customer in its use of the Services.

2.3 The subject matter, nature, purpose, and duration of this processing, as well as the types of Personal Data collected and categories of Data Subjects, are described in Exhibit A to this DPA.

2.4 Following completion of the Services, at Customer's choice, Company shall return or delete Customer's Personal Data, unless further storage of such Personal Data is required or authorized by applicable law. If return or destruction is impracticable or prohibited by law, rule or regulation, Company shall take measures to block such Personal Data from any further processing (except to the extent necessary for its continued hosting or processing required by law, rule or regulation) and shall continue to appropriately protect the Personal Data remaining in its possession, custody, or control. If Customer and Company have entered into Standard Contractual Clauses as described in Section 6 (Transfers of Personal Data), the parties agree that the certification of deletion of Personal Data that is described in Clause 8.1(d) and Clause 8.5 of the EU SCCs (as applicable) shall be provided by Company to Customer only upon Customer's request.

2.5 CCPA and VCDPA Language. The Parties acknowledge and agree that the processing of personal information or personal data that is subject to the CCPA or VCDPA shall be carried out in accordance with the terms set forth in Exhibit F.

3. Confidentiality

Company shall ensure that any person it authorizes to process Personal Data has agreed to protect Personal Data in accordance with Company's confidentiality obligations in the Agreement. Customer agrees that Company may disclose Personal Data to its advisers, auditors or other third parties as reasonably required in connection with the performance of its obligations under this DPA, the Agreement, or the provision of Services to Customer.

4. Authorized Sub-Processors

4.1 Customer acknowledges and agrees that Company may (1) engage its Affiliates and the Authorized Sub-Processors listed at <https://coderbyte.com/sub-processors/> (the "List") to access and process Personal Data in connection with the Services and (2) from time to time engage additional third parties for the purpose of providing the Services, including without limitation the processing of Personal Data. By way of this DPA, Customer provides general written authorization to Company to engage sub-processors as necessary to perform the Services.

4.2 Company may update the List from time to time by providing notice to Customer in accordance with this Section 4. Company may provide a mechanism to subscribe to notifications of new Authorized Sub-Processors and Customer agrees to subscribe to such notifications where available. At least ten (10) days before enabling any third party other than existing Authorized Sub-Processors to access or participate in the processing of Personal Data, Company will add such third party to the List. Customer may object to such an engagement by informing Company

within ten (10) days of receipt of the aforementioned notice by Customer, provided such objection is in writing and based on reasonable grounds relating to data protection. Customer acknowledges that certain sub-processors are essential to providing the Services and that objecting to the use of a sub-processor may prevent Company from offering the Services to Customer.

4.3 If Customer reasonably objects to an engagement in accordance with Section 4.2, and Company cannot provide a commercially reasonable alternative within a reasonable period of time, Customer may discontinue the use of the affected Service by providing written notice to Company. Discontinuation shall not relieve Customer of any fees owed to Company under the Agreement.

4.4 If Customer does not object to the engagement of a third party in accordance with Section 4.2 within ten (10) days of notice by Company, that third party will be deemed an Authorized Sub-Processor for the purposes of this DPA.

4.5 Company will enter into a written agreement with the Authorized Sub-Processor imposing on the Authorized Sub-Processor data protection obligations comparable to those imposed on Company under this DPA with respect to the protection of Personal Data. In case an Authorized Sub-Processor fails to fulfill its data protection obligations under such written agreement with Company, Company will remain liable to Customer for the performance of the Authorized Sub-Processor's obligations under such agreement.

4.6 If Customer and Company have entered into Standard Contractual Clauses as described in Section 6 (Transfers of Personal Data), (i) the above authorizations will constitute Customer's prior written consent to the subcontracting by Company of the processing of Personal Data if such consent is required under the Standard Contractual Clauses, and (ii) the parties agree that the copies of the agreements with Authorized Sub-Processors that must be provided by Company to Customer pursuant to Clause 9(c) of the EU SCCs may have commercial information, or information unrelated to the Standard Contractual Clauses or their equivalent, removed by the Company beforehand, and that such copies will be provided by the Company only upon request by Customer.

5. Security of Personal Data

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Company shall maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk of processing Personal Data. Exhibit C sets forth additional information about Company's technical and organizational security measures.

6. Transfers of Personal Data

6.1 The parties agree that Company may transfer Personal Data processed under this DPA outside the EEA, the UK, or Switzerland as necessary to provide the Services. Customer acknowledges that Company's primary processing operations take place in the United States, and that the transfer of Customer's Personal Data to the United States is necessary for the provision of the Services to Customer. If Company transfers Personal Data protected under this DPA to a jurisdiction for which the European Commission has not issued an adequacy decision, Company will ensure that appropriate safeguards have been implemented for the transfer of Personal Data in accordance with Data Protection Laws.

6.2 Ex-EEA Transfers. The parties agree that ex-EEA Transfers are made pursuant to the EU SCCs, which are deemed entered into (and incorporated into this DPA by this reference) and completed as follows:

6.2.1 Module One (Controller to Controller) of the EU SCCs apply when Company is processing Personal Data as a controller pursuant to Section 9 of this DPA.

6.2.2 Module Two (Controller to Processor) of the EU SCCs apply when Customer is a controller and Company is processing Personal Data for Customer as a processor pursuant to Section 2 of this DPA.

6.3 For each module, where applicable the following applies:

6.3.1 The optional docking clause in Clause 7 does not apply;

6.3.2 In Clause 9, Option 2 (general written authorization) applies, and the minimum time period for prior notice of sub-processor changes shall be as set forth in Section 4.2 of this DPA;

6.3.3 In Clause 11, the optional language does not apply;

6.3.4 All square brackets in Clause 13 are hereby removed;

6.3.5 In Clause 17 (Option 1), the EU SCCs will be governed by Irish law;

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

6.3.7 Exhibit B to this DPA contains the information required in Annex I and Annex III of the EU SCCs;

6.3.8 Exhibit C to this DPA contains the information required in Annex II of the EU SCCs; and

6.3.9 By entering into this DPA, the parties are deemed to have signed the EU SCCs incorporated herein, including their Annexes.

6.4 Ex-UK Transfers. The parties agree that ex-UK Transfers are made pursuant to the UK SCCs, which are deemed entered into and incorporated into this DPA by reference, and amended and completed in accordance with the UK Addendum, which is incorporated herein as Exhibit D of this DPA.

6.5 Transfers from Switzerland. The parties agree that transfers from Switzerland are made pursuant to the EU SCCs with the following modifications:

6.5.1 The terms "General Data Protection Regulation" or "Regulation (EU) 2016/679" as utilized in the EU SCCs shall be interpreted to include the Federal Act on Data Protection of 19 June 1992 (the "FADP," and as revised as of 25 September 2020, the "Revised FADP") with respect to data transfers subject to the FADP.

6.5.2 The terms of the EU SCCs shall be interpreted to protect the data of legal entities until the effective date of the Revised FADP.

6.5.3 Clause 13 of the EU SCCs is modified to provide that the Federal Data Protection and Information Commissioner ("FDPIC") of Switzerland shall have authority over data transfers governed by the FADP and the appropriate EU supervisory authority shall have authority over data transfers governed by the GDPR. Subject to the foregoing, all other requirements of Section 13 shall be observed.

6.5.4 The term "EU Member State" as utilized in the EU SCCs shall not be interpreted in such a way as to exclude Data Subjects in Switzerland from exercising their rights in their place of habitual residence in accordance with Clause 18(c) of the EU SCCs.

6.6 Supplementary Measures. In respect of any ex-EEA Transfer or ex-UK Transfer, the following supplementary measures shall apply:

6.6.1 As of the date of this DPA, the Data Importer has not received any formal legal requests from any government intelligence or security service/agencies in the country to which the Personal Data is being exported, for access to (or for copies of) Customer's Personal Data ("Government Agency Requests");

6.6.2 If, after the date of this DPA, the Data Importer receives any Government Agency Requests, Company shall attempt to redirect the law enforcement or government agency to request that data directly from Customer. As part of this effort, Company may provide Customer's basic contact information to the government agency. If compelled to disclose Customer's Personal Data to a law enforcement or government agency, Company shall give Customer reasonable notice of the demand and cooperate to allow Customer to seek a protective order or other appropriate remedy unless Company is legally prohibited from doing so. Company shall not voluntarily disclose Personal Data to any law enforcement or government agency. Data Exporter and Data Importer shall (as soon as reasonably practicable) discuss and determine whether all or any transfers of Personal Data pursuant to this DPA should be suspended in the light of the such Government Agency Requests; and

6.6.3 The Data Exporter and Data Importer will meet regularly to consider whether:

- (i) the protection afforded by the laws of the country of the Data Importer to data subjects whose Personal Data is being transferred is sufficient to provide broadly equivalent protection to that afforded in the EEA or the UK, whichever the case may be;

- (ii) additional measures are reasonably necessary to enable the transfer to be compliant with the Data Protection Laws; and

- (iii) it is still appropriate for Personal Data to be transferred to the relevant Data Importer, taking into account all relevant information available to the parties, together with guidance provided by the supervisory authorities.

6.6.4 If Data Protection Laws require the Data Exporter to execute the Standard Contractual Clauses applicable to a particular transfer of Personal Data to a Data Importer as a separate agreement, the Data Importer shall, on request of the Data Exporter, promptly execute such Standard Contractual Clauses incorporating such amendments as may reasonably be required by the Data Exporter to reflect the applicable appendices and annexes, the details of the transfer and the requirements of the relevant Data Protection Laws.

6.6.5 If either (i) any of the means of legitimizing transfers of Personal Data outside of the EEA or UK set forth in this DPA cease to be valid or (ii) any supervisory authority requires transfers of Personal Data pursuant to those means to be suspended, then Data Importer may by notice to the Data Exporter, with effect from the date set out in such notice, amend or put in place alternative arrangements in respect of such transfers, as required by Data Protection Laws.

7. Rights of Data Subjects

7.1 Company shall, to the extent permitted by law, notify Customer upon receipt of a request by a Data Subject to exercise the Data Subject's right of: access, rectification, erasure, data portability, restriction or cessation of processing, withdrawal of consent to processing, and/or objection to being subject to processing that constitutes automated decision-making (such requests individually and collectively "Data Subject Request(s)"). If Company receives a Data Subject Request in relation to Customer's data, Company will advise the Data Subject to submit their request to Customer and Customer will be responsible for responding to such request, including, where necessary, by using the functionality of the Services. Customer is solely responsible for ensuring that Data Subject Requests for erasure, restriction or cessation of processing, or withdrawal of consent to processing of any Personal Data are communicated to Company, and, if applicable, for ensuring that a record of consent to processing is maintained with respect to each Data Subject.

7.2 Company shall, at the request of the Customer, and taking into account the nature of the processing applicable to any Data Subject Request, apply appropriate technical and organizational measures to assist Customer in complying with Customer's obligation to respond to such Data Subject Request and/or in demonstrating such compliance, where possible, provided that (i) Customer is itself unable to respond without Company's assistance and (ii) Company is able to do so in accordance with all applicable laws, rules, and regulations. Customer shall be responsible to the extent legally permitted for any costs and expenses arising from any such assistance by Company.

8. Actions and Access Requests; Audits

8.1 Company shall, taking into account the nature of the processing and the information available to Company, provide Customer with reasonable cooperation and assistance where necessary for Customer to comply with its obligations under the GDPR to conduct a data protection impact assessment and/or to demonstrate such compliance, provided that Customer does not otherwise have access to the relevant information. Customer shall be responsible to the extent legally permitted for any costs and expenses arising from any such assistance by Company.

8.2 Company shall, taking into account the nature of the processing and the information available to Company, provide Customer with reasonable cooperation and assistance with respect to Customer's cooperation and/or prior consultation with any Supervisory Authority, where necessary and where required by the GDPR. Customer shall be responsible to the extent legally permitted for any costs and expenses arising from any such assistance by Company.

8.3 Company shall maintain records sufficient to demonstrate its compliance with its obligations under this DPA, and retain such records for a period of three (3) years after the termination of the Agreement. Customer shall, with reasonable notice to Company, have the right to review, audit and copy such records at Company's offices during regular business hours.

8.4 Upon Customer's written request at reasonable intervals, and subject to reasonable confidentiality controls, Company shall, either (i) make available for Customer's review copies of certifications or reports demonstrating Company's compliance with prevailing data security standards applicable to the processing of Customer's Personal Data, or (ii) if the provision of reports or certifications pursuant to (i) is not reasonably sufficient under Data Protection Laws, allow Customer's independent third party representative to conduct an audit or inspection of Company's data security infrastructure and procedures that is sufficient to demonstrate Company's compliance with its obligations under Data Protection Laws, provided that (a) Customer provides reasonable prior written notice of any such request for an audit and such inspection shall not be unreasonably disruptive to Company's business; (b) such audit shall only be performed during business hours and occur no more than once per calendar year; and (c) such audit shall be restricted to data relevant to Customer. Customer shall be responsible for the costs of any such audits or inspections, including without limitation a reimbursement to Company for any time expended for on-site audits. If Customer and Company have entered into Standard Contractual Clauses as described in Section 6 (Transfers of Personal Data), the parties agree that the audits described in Clause 8.9 of the EU SCCs shall be carried out in accordance with this Section 8.4.

8.5 Company shall immediately notify Customer if an instruction, in the Company's opinion, infringes the Data Protection Laws or Supervisory Authority.

8.6 In the event of a Personal Data Breach, Company shall, without undue delay, inform Customer of the Personal Data Breach and take such steps as Company in its sole discretion deems necessary and reasonable to remediate such violation (to the extent that remediation is within Company's reasonable control).

8.7 In the event of a Personal Data Breach, Company shall, taking into account the nature of the processing and the information available to Company, provide Customer with reasonable cooperation and assistance necessary for Customer to comply with its obligations under the GDPR with respect to notifying (i) the relevant Supervisory Authority and (ii) Data Subjects affected by such Personal Data Breach without undue delay.

8.8 The obligations described in Sections 8.6 and 8.7 shall not apply in the event that a Personal Data Breach results from the actions or omissions of Customer. Company's obligation to report or respond to a Personal Data Breach under Sections 8.6 and 8.7 will not be construed as an acknowledgement by Company of any fault or liability with respect to the Personal Data Breach.

9. Company's Role as a Controller.

The parties acknowledge and agree that with respect to Company Account Data and Company Usage Data, Company is an independent controller, not a joint controller with Customer. Company will process Company Account Data and Company Usage Data as a controller (i) to manage the relationship with Customer; (ii) to carry out Company's core business operations, such as accounting, audits, tax preparation and filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Services, and to prevent harm to Customer; (iv) for identity verification purposes; (v) to comply with legal or regulatory obligations applicable to the processing and retention of Personal Data to which Company is subject; and (vi) as otherwise permitted under Data Protection Laws and in accordance with this DPA and the Agreement. Company may also process Company Usage Data as a controller to provide, optimize, and maintain the Services, to the extent permitted by Data Protection Laws. Any processing by the Company as a controller shall be in accordance with the Company's privacy policy set forth at <https://coderbyte.com/privacy>.

10. Conflict.

In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the applicable terms in the Standard Contractual Clauses; (2) the terms of this DPA; (3) the Agreement; and (4) the Company's privacy policy. Any claims brought in connection with this DPA will be subject to the terms and conditions, including, but not limited to, the exclusions and limitations set forth in the Agreement.

Exhibit A | Details of Processing

Nature and Purpose of Processing: Company will process Customer's Personal Data as necessary to provide the Services under the Agreement, for the purposes specified in the Agreement and this DPA, and in accordance with Customer's instructions as set forth in this DPA. The nature of processing includes, without limitation:

- Receiving data, including collection, accessing, retrieval, recording, and data entry
- Holding data, including storage, organization and structuring
- Using data, including analysis, consultation, testing, automated decision making and profiling
- Updating data, including correcting, adaptation, alteration, alignment and combination
- Protecting data, including restricting, encrypting, and security testing
- Sharing data, including disclosure, dissemination, allowing access or otherwise making available
- Returning data to the data exporter or data subject
- Erasing data, including destruction and deletion

Duration of Processing: Company will process Customer's Personal Data as long as required (i) to provide the Services to Customer under the Agreement; (ii) for Company's legitimate business needs; or (iii) by applicable law or regulation. Company Account Data and Company Usage Data will be processed and stored as set forth in Company's privacy policy.

Categories of Data Subjects: Customer end-users/Customer employees or personnel.

Categories of Personal Data: Company processes Personal Data contained in Company Account Data, Company Usage Data, and any Personal Data provided by Customer (including any Personal Data Customer collects from its end users and processes through its use of the Services) or collected by Company in order to provide the Services or as otherwise set forth in the Agreement or this DPA. Categories of Personal Data may include, without limitation: name, location, email address, country of residency, payment card type, last 4 digits of credit or debit card, bank account information, IP address, Device ID, domain server, coding and non-coding solutions submitted, webcam recordings, and type of device/operating system/browser used to access the Services.

Sensitive Data or Special Categories of Data: None.

Exhibit B

The following includes the information required by Annex I and Annex III of the EU SCCs, and Table 1, Annex 1A, and Annex 1B of the UK Addendum.

1. The Parties

Data exporter(s): The Customer

Contact details: As designated by Customer on the Order.

Signature and date: By entering into the Agreement, Data Exporter is deemed to have signed these Standard Contractual Clauses incorporated herein, as of the Effective Date of the Agreement.

Role (controller/processor): The Data Exporter's role is set forth in Section 2 of this Addendum.

Data importer(s): Coderbyte Enterprise Inc

Address: Coderbyte, 434 Washington St, Carlstadt, New Jersey 07072

Signature and date: By entering into the Agreement, Data Importer is deemed to have signed these Standard Contractual Clauses incorporated herein, as of the Effective Date of the Agreement.

Role (controller/processor): The Data Importer's role is set forth in Section 2 of this Addendum.

2. Description of the Transfer

Data subjects	As described in Exhibit A of the DPA
Categories of Personal Data	As described in Exhibit A of the DPA
Special Category Personal Data (if applicable)	As described in Exhibit A of the DPA
Nature of the Processing	As described in Exhibit A of the DPA
Purposes of Processing	As described in Exhibit A of the DPA
Duration of Processing and Retention (or the criteria to determine such period)	As described in Exhibit A of the DPA
Frequency of the transfer	As necessary to provide perform all obligations and rights with respect to Personal Data as provided in the Agreement or DPA
Recipients of Personal Data Transferred to the Data Importer	Company's list of Subprocessors can be found at: coderbyte.com/sub-processors

3. Competent Supervisory Authority

The supervisory authority shall be the supervisory authority of the Data Exporter, as determined in accordance with Clause 13 of the EU SCCs. The supervisory authority for the purposes of the UK Addendum shall be the UK Information Commissioner's Officer.

Exhibit C

Description of the Technical and Organizational Security Measures implemented by the Data Importer

The following includes the information required by Annex II of the EU SCCs and Annex II of the UK Addendum.

Technical and Organizational Security Measure	Details
Measures of pseudonymisation and encryption of personal data	Encryption of data in transit via HTTPS/TLS and at-rest using modern, industry standard ciphers. Pseudonymisation and/or redaction of PII in logging tools as required to ensure security and privacy.
Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services	Robust monitoring of system availability for outages and/or disruptions, processes for on-call engineering and incident response, and secure daily backups of all production data to support company RTO/RPO.
Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident	Daily and continuous backups via our cloud providers with the ability to perform point-in-time recovery.
Processes for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing	Coderbyte regularly conducts internal and external penetration testing of production systems and infrastructure, and makes use of third-party static-analysis tools, vulnerability scanning tools, and application firewalls (e.g. CloudFlare) to detect anomalous behavior and prevent intrusion. Coderbyte is SOC 2 Type 2 compliant.
Measures for user identification and authorization	Users are assigned a unique ID for all system access, which must be paired with a strong, unique password, to gain access to any and all production systems. Multi-factor authentication must be used where available. The principle of least privilege is used to limit system components and access privileges to the minimum level required to fulfill job responsibilities.
Measures for the protection of data during transmission	Data is encrypted in transit using HTTPS/TLS with modern, secure ciphers.
Measures for the protection of data during storage	Data is protected at-rest via our cloud providers with encryption using modern ciphers. Stored data cannot be accessed without appropriate authorization, and access is logged.
Measures for ensuring physical security of locations at which personal data are processed	Coderbyte does not maintain any physical offices, however, the cloud servers which process personal data are protected in world-class facilities by our cloud vendors.
Measures for ensuring events logging	Production events logging, such as user requests, and changes to production data, have systematically enforced logging with timestamps and changelogs (if appropriate) in append-only logging infrastructure.
Measures for ensuring system configuration, including default configuration	System configurations are template-based, and changes to production system configurations are systematically gated by access control following the principles of least privilege.

Measures for internal IT and IT security governance and management	Internal security measures include mandatory security and phishing training, requirements for secure access (including hardware requirements) to company tools and software, and vulnerability scanning for all company hardware and intranets. Employee workstations are required to follow defined security practices to mitigate the risks of data leakage and malware that may compromise the devices, system access and sensitive data.
Measures for certification/assurance of processes and products	Coderbyte is SOC 2 Type 2 audited.
Measures for ensuring data minimisation	The Coderbyte application collects only the minimum amount of data required to provide the service, and user data which is later categorized as not required to provide the service on an ongoing basis is securely deleted at regular intervals.
Measures for ensuring data quality	Coderbyte automatically ensures data quality at multiple levels, incorporating data validation and quality checks at the input level, application-logic level, and database level. Coderbyte also incorporates regular manual checks on data quality as part of standard operating procedure.
Measures for ensuring limited data retention	Data is kept at minimum as long as is required to comply with applicable local, regional, and federal laws and regulations. Data whose retention is not required for legal purposes or for providing the service is automatically deleted from production systems at regular intervals. Notwithstanding any legal concerns to the contrary, customers may request prompt deletion of their data.
Measures for ensuring accountability	Coderbyte is undergoing external validation and automatic verification of our data protection and security practices and policies, which employees are required to agree to before beginning their employment. Policies must be reviewed on a regular cadence, and noncompliance with company policies is subject to disciplinary action.
Measures for allowing data portability and ensuring erasure	Data used to provide the service is available both via self-service reports accessible from the Coderbyte platform. Coderbyte complies with local, state, and federal regulations with regard to data erasure and will process claims for erasure in accordance.
Technical and organizational measures of sub-processors	Coderbyte enters into Data Processing Agreements with its Authorized Sub-Processors with data protection obligations substantially similar to those contained in this DPA.

Exhibit D

UK Addendum

International Data Transfer Addendum to the EU Commission Standard Contractual Clauses

Table 1: Parties

Start Date	This UK Addendum shall have the same effective date as the DPA	
The Parties	Exporter	Importer
Parties' Details	Customer	Company
Key Contact	See Exhibit B of this DPA	See Exhibit B of this DPA

Table 2: Selected SCCs, Modules and Selected Clauses

EU SCCs	The Version of the Approved EU SCCs which this UK Addendum is appended to as defined in the DPA and completed by Section 6.2 and 6.3 of the DPA.
---------	--

Table 3: Appendix Information

“Appendix Information” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this UK Addendum is set out in:

Annex 1A: List of Parties	As per Table 1 above
Annex 2B: Description of Transfer	See Exhibit B of this DPA
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data:	See Exhibit C of this DPA

Annex III: List of Sub processors (Modules 2 and 3 only):	See Exhibit B of this DPA
---	---------------------------

Table 4: Ending this UK Addendum when the Approved UK Addendum Changes

Ending this UK Addendum when the Approved UK Addendum changes	☒ <u>Importer</u> ☒ <u>Exporter</u> ☐ <u>Neither Party</u>
---	---

Entering into this UK Addendum:

1. Each party agrees to be bound by the terms and conditions set out in this UK Addendum, in exchange for the other party also agreeing to be bound by this UK Addendum.
2. Although Annex 1A and Clause 7 of the Approved EU SCCs require signature by the Parties, for the purpose of making ex-UK Transfers, the Parties may enter into this UK Addendum in any way that makes them legally binding on the Parties and allows data subjects to enforce their rights as set out in this UK Addendum. Entering into this UK Addendum will have the same effect as signing the Approved EU SCCs and any part of the Approved EU SCCs.

Interpretation of this UK Addendum

3. Where this UK Addendum uses terms that are defined in the Approved EU SCCs those terms shall have the same meaning as in the Approved EU SCCs. In addition, the following terms have the following meanings:

UK Addendum	means this International Data Transfer Addendum incorporating the EU SCCs, attached to the DPA as Exhibit D.
EU SCCs	means the version(s) of the Approved EU SCCs which this UK Addendum is appended to, as set out in Table 2, including the Appendix Information
Appendix Information	shall be as set out in Table 3
Appropriate Safeguards	means the standard of protection over the personal data and of data subjects' rights, which is required by UK Data Protection Laws when you are making an ex-UK Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
Approved UK Addendum	means the template Addendum issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as may be revised under Section Error! Reference source not found. of the UK Addendum.

Approved EU SCCs	means the standard contractual clauses approved by the European Commission in Commission Decision 2021/914 dated 4 June 2021, for transfers of personal data to countries not otherwise recognized as offering an adequate level of protection for personal data by the European Commission (as amended and updated from time to time).
ICO	means the Information Commissioner of the United Kingdom.
ex-UK Transfer	shall have the same definition as set forth in the DPA .
UK	means the United Kingdom of Great Britain and Northern Ireland
UK Data Protection Laws	means all laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
UK GDPR	shall have the definition set forth in the DPA.

4. The UK Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.

5. If the provisions included in the UK Addendum amend the Approved EU SCCs in any way which is not permitted under the Approved EU SCCs or the Approved UK Addendum, such amendment(s) will not be incorporated in the UK Addendum and the equivalent provision of the Approved EU SCCs will take their place.

6. If there is any inconsistency or conflict between UK Data Protection Laws and the UK Addendum, UK Data Protection Laws applies.

7. If the meaning of the UK Addendum is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies.

8. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after the UK Addendum has been entered into.

Hierarchy

9. Although Clause 5 of the Approved EU SCCs sets out that the Approved EU SCCs prevail over all related agreements between the parties, the parties agree that, for ex-UK Transfers, the hierarchy in Section 10 below will prevail.

10. Where there is any inconsistency or conflict between the Approved UK Addendum and the EU SCCs (as applicable), the Approved UK Addendum overrides the EU SCCs, except where (and in so far as) the inconsistent or conflicting terms of the EU SCCs provides greater protection for data subjects, in which case those terms will override the Approved UK Addendum.

11. Where this UK Addendum incorporates EU SCCs which have been entered into to protect ex-EU Transfers subject to the GDPR, then the parties acknowledge that nothing in the UK Addendum impacts those EU SCCs.

Incorporation and Changes to the EU SCCs:

12. This UK Addendum incorporates the EU SCCs which are amended to the extent necessary so that:

- a. together they operate for data transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that data transfer, and they provide Appropriate Safeguards for those data transfers;
- b. Sections 9 to 11 above override Clause 5 (Hierarchy) of the EU SCCs; and
- c. the UK Addendum (including the EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales.

13. Unless the parties have agreed alternative amendments which meet the requirements of Section 12 of this UK Addendum, the provisions of Section 15 of this UK Addendum will apply.

14. No amendments to the Approved EU SCCs other than to meet the requirements of Section 12 of this UK Addendum may be made.

15. The following amendments to the EU SCCs (for the purpose of Section 12 of this UK Addendum) are made:

- a. References to the "Clauses" means this UK Addendum, incorporating the EU SCCs;
- b. In Clause 2, delete the words: "and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679",
- c. Clause 6 (Description of the transfer(s)) is replaced with: "The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter's processing when making that transfer.";
- d. Clause 8.7(i) of Module 1 is replaced with: "it is to a country benefiting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer";
- e. Clause 8.8(i) of Modules 2 and 3 is replaced with: "the onward transfer is to a country benefiting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer;"
- f. References to "Regulation (EU) 2016/679", "Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)" and "that Regulation" are all replaced by "UK Data Protection Laws". References to specific Article(s) of "Regulation (EU) 2016/679" are replaced with the equivalent Article or Section of UK Data Protection Laws;
- g. References to Regulation (EU) 2018/1725 are removed;
- h. References to the "European Union", "Union", "EU", "EU Member State", "Member State" and "EU or Member State" are all replaced with the "UK";
- i. The reference to "Clause 12(c)(i)" at Clause 10(b)(i) of Module one, is replaced with "Clause 11(c)(i)";
- j. Clause 13(a) and Part C of Annex I are not used;
- k. The "competent supervisory authority" and "supervisory authority" are both replaced with the "Information Commissioner";
- l. In Clause 16(e), subsection (i) is replaced with: "the Secretary of State makes regulations pursuant to Section 17A of the Data Protection Act 2018 that cover the transfer of personal data to which these clauses apply;"
- m. Clause 17 is replaced with: "These Clauses are governed by the laws of England and Wales.";
- n. Clause 18 is replaced with: "Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The parties agree to submit themselves to the jurisdiction of such courts."; and

- o. The footnotes to the Approved EU SCCs do not form part of the UK Addendum, except for footnotes 8, 9, 10 and 11.

Amendments to the UK Addendum

16. The parties may agree to change Clauses 17 and/or 18 of the EU SCCs to refer to the laws and/or courts of Scotland and Northern Ireland.

17. If the parties wish to change the format of the information included in Part 1: Tables of the Approved UK Addendum, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.

18. From time to time, the ICO may issue a revised Approved UK Addendum which:

- a. makes reasonable and proportionate changes to the Approved UK Addendum, including correcting errors in the Approved UK Addendum; and/or
- b. reflects changes to UK Data Protection Laws;

The revised Approved UK Addendum will specify the start date from which the changes to the Approved UK Addendum are effective and whether the parties need to review this UK Addendum including the Appendix Information. This UK Addendum is automatically amended as set out in the revised Approved UK Addendum from the start date specified.

19. If the ICO issues a revised Approved UK Addendum under Section 18 of this UK Addendum, if a party will as a direct result of the changes in the Approved UK Addendum have a substantial, disproportionate and demonstrable increase in:

- a. its direct costs of performing its obligations under the UK Addendum; and/or
- b. its risk under the UK Addendum,

and in either case it has first taken reasonable steps to reduce those costs or risks so that it is not substantial and disproportionate, then that party may end this UK Addendum at the end of a reasonable notice period, by providing written notice for that period to the other party before the start date of the revised Approved UK Addendum.

20. The parties do not need the consent of any third party to make changes to this UK Addendum, but any changes must be made in accordance with its terms.

Exhibit F: Brazilian Standard Contractual Clauses

The Parties acknowledge that any transfer of personal data subject to the Brazil General Data Protection Law or Lei Geral de Proteção de Dados (LGPD) to a country outside Brazil shall comply with the requirements of Resolution No. 19/2024 of the Autoridade Nacional de Proteção de Dados (ANPD).

Section 1- General Information

Clause 1: Identification of the Parties

1.1 Data exporter(s): The Customer

Contact details: As designated by Customer on the Order.

Signature and date: By entering into the Agreement, Data Exporter is deemed to have signed these Standard Contractual Clauses incorporated herein, as of the Effective Date of the Agreement.

Role (controller/processor): The Data Exporter's role is set forth in Section 2 of this Addendum.

1.2 Data importer(s): Coderbyte Enterprise Inc

Address: Coderbyte, 434 Washington St, Carlstadt, New Jersey 07072

Signature and date: By entering into the Agreement, Data Importer is deemed to have signed these Standard Contractual Clauses incorporated herein, as of the Effective Date of the Agreement.

Role (controller/processor): The Data Importer's role is set forth in Section 2 of this Addendum.

Clause 2: Object

2.1 These Clauses apply to the International Data Transfers from the Exporter to the Importer, as described below.

Description of the international data transfer: As set forth in the DPA and the Agreement

Main purposes of the transfer: As set forth in the DPA and the Agreement.

Categories of personal data transferred: As set forth in the DPA

Data retention period: As set forth in the DPA and the Agreement

Other information: As set forth in the DPA and the Agreement

Clause 3: Onward Transfers

3.1 The Importer may carry out Onward Transfers of the Personal Data subject to the International Data Transfer governed by these Clauses in the cases and under the conditions described below and the provisions of Clause 18.

Main purposes of the transfer: As set forth in the DPA and the Agreement

Categories of personal data transferred: As set forth in the DPA

Data retention period: As set forth in the DPA and Agreement

Other information: As set forth in the DPA and Agreement

Clause 4: Responsibilities of the Parties

4.1 Without prejudice to the duty of mutual assistance and the general obligations of the Parties, the responsibility for complying with the following obligations provided for in these Clauses shall lie with the Designated Party below, in the role of Controller:

- a) Responsible for publishing the document provided for in Clause 14:
(X) Exporter (X) Importer
- b) Responsible for responding to requests from data subjects referred to in CLAUSE 15:
(X) Exporter () Importer
- c) Responsible for reporting the security incident provided for in Clause 16:
(X) Exporter (x) Importer

4.2. For the purposes of these Clauses, if it is later verified that the Designated Party as per item 4.1. acts as Processor, the Controller shall remain responsible:

- a) for complying with the obligations set forth in Clauses 14, 15, and 16 and other provisions established in Brazilian legislation, especially in case of omission or noncompliance with the obligations by the Designated Party;
- b) for complying with the determinations of the ANPD; and

- c) for ensuring the rights of Data Subjects and for repairing damages caused, in accordance with the provisions of Clause 17.

Section II – Mandatory Clauses

CLAUSE 5: Purpose

5.1 These Clauses are presented as a mechanism to enable the secure international flow of personal data, establish minimum guarantees and valid conditions for carrying out the International Data Transfer and aim to guarantee the adoption of adequate safeguards for compliance with the principles, the rights of the Data Subject and the data protection regime provided for in National Legislation.

CLAUSE 6: Definitions

6.1 For the purposes of these Clauses, the definitions in art. 5 of LGPD, and art. 3 of the Regulation on the International Transfer of Personal Data shall be considered, without prejudice to other normative acts issued by ANPD. The Parties also agree to consider the terms and their respective meanings as set out below:

- a) **Processing agents:** the controller and the processor;
- b) **ANPD:** National Data Protection Authority;
- c) **Clauses:** the standard contractual clauses approved by ANPD, which are part of SECTIONS I, II, and III;
- d) **Related Contract:** a contractual instrument signed between the Parties or, at least, between one of them and a third-party, including a Third-Party Controller, which has a common purpose, link, or dependency relationship with the contract that governs the International Data Transfer;
- e) **Controller:** Party or third-party ("Third Controller") responsible for decisions regarding the processing of Personal Data;
- f) **Personal Data:** information related to an identified or identifiable natural person;
- g) **Sensitive Personal Data:** personal data on racial or ethnic origin, religious belief, political opinion, affiliation to trade unions or to a religious, philosophical or political organization, data regarding health or sexual life, genetic or biometric data, whenever related to a natural person;
- h) **Erasure:** exclusion of data or a dataset from a database, regardless of the procedure used;
- i) **Exporter:** processing agent, located in the national territory or in a foreign country, who transfers personal data to the Importer;
- j) **Importer:** processing agent, located in a foreign country, who receives personal data from the Exporter;
- k) **National Legislation:** set of Brazilian constitution, legal and regulatory provisions regarding the protection of Personal Data, including the LGPD, the International Data Transfer Regulation, and other normative acts issued by ANPD;
- l) **Arbitration Law:** Law No. 9,307, of September 23, 1996;
- m) **Security Measures:** technical and administrative measures able to protect Personal Data from unauthorized access and from accidental or unlawful events of destruction, loss, alteration, communication or dissemination;

- n) **Research Body:** body or entity of the government bodies or associated entities or a non-profit private legal entity legally established under Brazilian laws, having its headquarters and jurisdiction in the Brazilian territory, which includes basic or applied research of historical, scientific, technological, or statistical nature in its institutional mission or in its corporate or statutory purposes;
- o) **Processor:** Party or third-party, including a Sub-processor, which processes Personal Data on behalf of the Controller;
- p) **Designated Party:** Party or a Third-Party Controller, under the terms of CLAUSE 4, designated to fulfill specific obligations regarding transparency, Data Subjects' rights, and notifying security incidents;
- q) **Parties:** Exporter and Importer;
- r) **Access Request:** request for mandatory compliance, by force of law, regulation or determination of public authority, to grant access to the Personal Data subject to the International Data Transfer governed by these Clauses;
- s) **Sub-processor:** processing agent hired by the Importer, with no link with the Exporter, to process Personal Data after an International Data Transfer;
- t) **Third-Party Controller:** Personal Data Controller who authorizes and provides written instructions for the carrying out of the International Data Transfer between Processors governed by these Clauses, on his behalf, pursuant to Clause 4;
- u) **Data Subject:** natural person to whom the Personal Data, which are subject to the International Data Transfer governed by these Clauses, relate;
- v) **Transfer:** processing modality through which a processing agent transmits, shares or provides access to Personal Data to another processing agent;
International Data Transfer: transfer of Personal Data to a foreign country or to an international organization to which Brazil is a member;
- w) **International Data Transfer:** transfer of Personal Data to a foreign country or to an internal organization which Brazil is a member of; and
- x) **Onward Transfer:** transfer of Personal Data, within the same country or to another country, by an Importer to a third-party, including a Sub-processor, provided that it does not constitute an Access Request.

CLAUSE 7. Applicable legislation and ANPD supervision

7.1. The International Data Transfer subject to these Clauses shall be subject to the National Legislation and to the supervision of ANPD, including the power to apply preventive measures and administrative sanctions to both Parties, as appropriate, as well as the power to limit, suspend, or prohibit the international transfers arising from these Clauses or a Related Contract.

CLAUSE 8. Interpretation

8.1. Any application of these Clauses shall occur in accordance with the following terms:

- a) these Clauses shall always be interpreted more favorably to the Data Subject and in accordance with the provisions of the National Legislation;
- b) in case of doubt about the meaning of any term in these Clauses, the meaning which is most in line with the National Legislation shall apply;
- c) no item in these Clauses, including a Related Agreement and the provisions set forth in SECTION IV, shall be interpreted as limiting or excluding the liability of any of the Parties in relation to obligations set forth in the National Legislation; and

- d) provisions of SECTIONS I and II shall prevail in case of conflict of interpretation with additional clauses and other provisions set forth in SECTIONS III and IV of this agreement or in Related Agreements.

CLAUSE 9. Docking Clause

9.1. By mutual agreement between the Parties, it shall be possible for a processing agent to adhere to these Clauses, either as a Data Exporter or as a Data Importer, by completing and signing a written document, which shall form part of this contract.

9.2 The acceding party shall have the same rights and obligations as the originating parties, according to the position assumed by Exporter or Importer and according to the corresponding category of treatment agent.

CLAUSE 10. General Obligations of the Parties

10.1. The Parties undertake to adopt and, when necessary, demonstrate the implementation of effective measures capable of demonstrating observance of and compliance with the provisions of these Clauses and the National Legislation, as well as with the effectiveness of such measures and in particular:

- a) use the Personal Data only for the specific purposes described in CLAUSE 2, with no possibility of subsequent processing incompatible with such purposes, subject to the limitations, guarantees and safeguards provided for in these Clauses;
- b) guarantee the compatibility of the processing with the purposes informed to the Data Subject, according to the processing activity context;
- c) limit the processing activity to the minimum required for the accomplishment of its purposes, encompassing pertinent, proportional, and non-excessive data in relation to the Personal Data processing purposes;
- d) guarantee to the Data Subjects, subject to the provisions of Clause 4:
 - i) clear, accurate, and easily accessible information on the processing activities and the respective processing agents, with due regard for trade and industrial secrecy;
 - ii) facilitated and free of charge consultation on the form and duration of the processing, as well as on the integrity of their Personal Data; and
 - iii) accuracy, clarity, relevance and updating of the Personal Data, according to the necessity and for compliance with the purpose of their processing;
- e) adopt the appropriate security measures compatible with the risks involved in the International Data Transfer governed by these Clauses;
- f) not to process Personal Data for abusive or unlawful discriminatory purposes;
- g) ensure that any person acting under their authority, including sub-processors or any agent who collaborates with them, whether for reward or free of charge, only processes data in compliance with their instructions and with the provisions of these Clauses;
- h) keep a record of the Personal Data processing operations of the International Data Transfer governed by these Clauses, and submit the relevant documentation to ANPD, when requested.

CLAUSE 11. Sensitive personal data

11.1. If the International Data Transfer involves Sensitive Personal Data, the Parties shall apply additional safeguards, including specific Security Measures which are proportional to the risks of the processing

activity, to the specific nature of the data and to the interests, rights and guarantees to be protected, as described in SECTION III.

CLAUSE 12. Personal data of children and adolescents

12.1. In case the International Data Transfer governed by these Clauses involves Personal Data concerning children and adolescents, the Parties shall implement measures to ensure that the processing is carried out in their best interest, under the terms of National Legislation and relevant instruments of international law.

CLAUSE 13. Legal use of data

13.1 The Exporter guarantees that Personal Data has been collected, processed and transferred to the Importer in accordance with the National Legislation.

CLAUSE 14. Transparency

14.1 The Designated Party shall publish, on its website, a document containing easily accessible information written in simple, clear and accurate language on the execution of the International Data Transfer, including at least the following information:

- a) the form, duration and specific purpose of the international transfer;
- b) the destination country of the transferred data;
- c) the Designated Party's identification and contact details;
- d) the shared use of data by the Parties and its purpose;
- e) the responsibilities of the agents who shall conduct the processing;
- f) the Data Subject's rights and the means for exercising them, including an easily accessible channel made available to respond to their requests, and the right to file a petition against the Exporter and the Importer before ANPD; and
- g) Onward Transfers, including those relating to recipients and to the purpose of such transfer.

14.2 The document referred to in item 14.1. shall be made available on a specific website page or integrated, in a prominent and easily accessible format, to the Privacy Policy or equivalent document.

[A2]

14.3 Upon request, the Parties shall make a copy of these Clauses available to the Data Subject free of charge, complying with trade and industrial secrecy.

14.4 All information made available to Data Subjects, under the terms of these Clauses, shall be written in Portuguese.

CLAUSE 15: Rights of the Data Subject

15.1 The Data subject shall have the right to obtain from the Designated Party, as regards the Personal Data subject to the International Data Transfer governed by these Clauses, at any time, and upon request, under the terms of the National Legislation:

- a) confirmation of the existence of processing;
- b) access to data;

- c) correction of incomplete, inaccurate or outdated data;
- d) anonymization, blocking or erasure of unnecessary or excessive data or data processed in noncompliance with these Clauses and the provisions of National Legislation;
- e) portability of data to another service or product provider, upon express request, in accordance with ANPD regulations, complying with trade and industrial secrecy;
- f) erasure of Personal Data processed under the Data Subject's consent, except for the events provided in CLAUSE 20;
- g) information on public and private entities with which the Parties have shared data;
- h) information on the possibility of denying consent and on the consequences of the denial;
- i) withdrawal of consent through a free of charge and facilitated procedure, with the processing activities carried out before the request for deletion remaining ratified;
- j) review of decisions taken solely on the basis of automated processing of personal data affecting their interests, including decisions aimed at defining their personal, professional, consumer and credit profile or aspects of their personality; and
- k) information on the criteria and procedures adopted for the automated decision observing commercial and industrial secrecy

15.2 Data subject may oppose the processing based on one of the events of waiver of consent, in case of noncompliance with the provisions of these Clauses or National Legislation.

15.3 The deadline for responding to the requests provided for in this Clause and in item 14.3 is 15 (fifteen) days from the date of the data subject's request, except in the event of a different deadline established in specific ANPD regulations.

15.4 In case the Data Subject's request is directed to the Party not designated as responsible for the obligations set forth in this Clause or in item 14.3., the referred Party shall: a) inform the Data Subject of the service channel made available by the Designated Party; or b) forward the request to the Designated Party as early as possible, to enable the response within the period provided in item 15.2.

15.5 The Parties shall immediately inform the Data Processing Agents with whom they have shared data of the correction, deletion, anonymization or blocking of the data, for them to follow the same procedure, except in cases where this communication is demonstrably impossible or involves a disproportionate effort.

15.6 The Parties shall promote mutual assistance to respond to the Data Subjects' requests.

CLAUSE 16. Security Incident Reporting

16.1 The Designated Party shall notify ANPD and the Data Subject, within 3 (three) working days of the occurrence of a security incident that may entail a relevant risk or damage to the Data Subjects, according to the provisions of National Legislation. 1

16.2 The Importer must keep a record of security incidents in accordance with National Legislation.

CLAUSE 17. Liability and Compensation for Damages

17.1 The Party which, when performing Personal Data processing activities, causes patrimonial, moral, individual or collective damage, in violating the provisions of these Clauses and of the National Legislation, shall compensate for it.

17.2 Data Subject may claim compensation for damages caused by any of the Parties as a result of a breach of these Clauses.

17.3 The defense of Data Subjects' interests and rights may be claimed in court, individually or collectively, in accordance with the provisions in relevant legislation regarding the instruments of individual and collective protection.

17.4 The Party acting as Processor shall be jointly and severally liable for damages caused by the processing activities when it fails to comply with these Clauses or when it has not followed the lawful instructions of the Controller, except for the provisions of item 17.6.

17.5 The Controllers directly involved in the processing activities that resulted in damage to the Data Subject shall be jointly and severally liable for these damages, except for the provisions of item 17.6.

17.6 Parties shall not be held liable if they have proven that:

- a) they have not carried out the processing of Personal Data attributed to them;
- b) although they carried out the processing of Personal Data attributed to them, there was no violation of these Clauses or National Legislation; or
- c) the damage results from the sole fault of the Data Subject or of a third-party which is not a recipient of the Onward Transfer or not subcontracted by the Parties.

17.7 Under the terms of the National Legislation, the judge may reverse the burden of proof in favor of the Data Subject whenever, in his judgment, the allegation is credible, there is a lack of sufficient evidence, or when the Data Subject would be excessively burdened by the production of evidence.

17.8 Judicial proceedings for compensation for collective damages, which intend to establish liability under the terms of this Clause, may be collectively conducted in court, with due regard for the provisions in the relevant legislation.

CLAUSE 18. Safeguards for Onward Transfers

18.1 The Importer shall only carry out Onward Transfers of Personal Data subject to the International Data Transfer governed by these Clauses if expressly authorized, in accordance with the terms and conditions described in CLAUSE 3.

18.2 In any case, the Importer:

- a) shall ensure that the purpose of the Onward Transfer is compatible with the specific purposes described in CLAUSE 2;
- b) shall guarantee, by means of a written contractual instrument, that the safeguards provided in these Clauses shall be ensured by the third-party recipient of the Onward Transfer; and
- c) for the purposes of these Clauses, and regarding the Personal Data transferred, shall be considered responsible for any eventual irregularities committed by the third-party recipient of the Onward Transfer.

18.3 The Onward Transfer shall also be carried out based on another valid mechanism of International Data Transfer provided in the National Legislation, regardless of the authorization referred to in CLAUSE 3.

CLAUSE 19. Access Request Notification

19.1 The Importer shall notify the Exporter and the Data Subject of any Access Request related to the Personal Data subject to the International Data Transfer governed by these Clauses, except in the event that notification is prohibited by the law of the country in which the data is processed.

19.2 The Importer shall implement the appropriate legal measures, including legal actions, to protect the rights of the Data Subjects whenever there is an adequate legal basis to question the legality of the Access Request and, if applicable, the prohibition of issuing the notification referred to in item 19.1.

19.3 To comply with both the ANPD's and the Exporter's requests, the Importer shall keep a record of Access Requests, including date, requester, purpose of the request, type of data requested, number of requests received, and legal measures implemented.

CLAUSE 20. Termination of processing and erasure of data

20.1 Parties shall erase the personal data subject to the International Data Transfer governed by these Clauses after the end of their processing, within the scope of technical limits of the activities, their storage being authorized only for the following purposes:

- a) compliance with a legal or regulatory obligation by the Controller;
- b) study by a Research Body, guaranteeing, whenever possible, the anonymization of personal data;
- c) transfer to a third-party, upon compliance with requirements set forth in these Clauses and in the National Legislation; and
- d) exclusive use by the Controller, the access by a third-party prohibited, and provided data have been anonymized.

20.2 For the purposes of this Clause, processing of personal data shall cease when:

- a) the purpose set forth in these Clauses has been achieved;
- b) Personal Data are no longer necessary or pertinent to attain the intended specific purpose set forth in these Clauses;
- c) at the termination of the processing period;
- d) Data Subject's request is addressed; and
- e) at the order of ANPD, upon violation of the provisions of these Clauses or National Legislation.

CLAUSE 21. Data Processing Security

21.1 Parties shall implement Security Measures which guarantee sufficient protection of the Personal Data subject to the International Data Transfer governed by these Clauses, even after its termination.

21.2 Parties shall inform, in SECTION III, of the Security Measures implemented, considering the nature of the processed information, the specific characteristics and the purpose of the processing, the current state of technology and the probability and severity of the risks to the Data Subjects' rights, especially in the case of sensitive personal data and that of children and adolescents.

21.3 The Parties shall make the necessary efforts to implement periodic evaluation and review measures to maintain the appropriate level of data security.

CLAUSE 22. Legislation of Country of Destination

22.1 The Importer declares that it has not identified any laws or administrative practices of the country receiving the Personal Data that prevent it from fulfilling the obligations assumed in these Clauses.

22.3 In the event of a regulatory change which alters this situation, the Importer shall immediately notify the Exporter to assess the continuity of the contract.

CLAUSE 23. Non-compliance with the Clauses by the Importer

23.1 In the event of a breach in the safeguards and guarantees provided in these Clauses or if the Importer is unable to comply with them, the Exporter shall be immediately notified, subject to the provisions in item 19.1.

23.2 Upon receiving the communication referred to in item 23.1 or upon verification of non-compliance with these Clauses by the Importer, the Exporter shall implement the relevant measures to ensure the protection of the Data Subjects' rights and the compliance of the International Data Transfer with the National Legislation and these Clauses, and may, as appropriate:

- a) suspend the International Data Transfer;
- b) request the return of the Personal Data, its transfer to a third-party, or its erasure; and
- c) terminate the contract.

CLAUSE 24. Choice of Forum and Jurisdiction

24.1 Brazilian legislation applies to these Clauses and any dispute between the Parties arising from these Clauses shall be resolved before the competent courts in Brazil, observing, if applicable, the forum chosen by the Parties in Section IV.

24.2 Data Subjects may file lawsuits against the Exporter or the Importer, as they choose, before the competent courts in Brazil, including those in their place of residence.

24.3 By mutual agreement, Parties may use arbitration to resolve conflicts arising from these Clauses, provided that the procedure is carried out in Brazil and in accordance with the provisions of the Arbitration Law.

Section III

The technical and organizational security measures set out in the Data Security Exhibit of the DPA have been implemented.

Exhibit F

United States Privacy Law

This United States Privacy Law Exhibit ("Exhibit") supplements the DPA and includes additional information required by the CCPA and the VCDPA, in each case, as updated, amended or replaced from

time to time. Any terms not defined in this Exhibit shall have the meanings set forth in the DPA and/or the Agreement.

A. CALIFORNIA

1. Definitions

1.1 For purposes of this Section A, the terms “Business,” “Business Purpose,” “Commercial Purpose,” “Consumer,” “Personal Information,” “Processing,” “Sell,” “Service Provider,” “Share,” and “Verifiable Consumer Request” shall have the meanings set forth in the CCPA.

1.2 All references to “Personal Data,” “Controller,” “Processor,” and “Data Subject” in the DPA shall be deemed to be references to “Personal Information,” “Business,” “Service Provider,” and “Consumer,” respectively, as defined in the CCPA.

2. Obligations

2.1 Except with respect to Company Account Data and Company Usage Data (as defined in the DPA), the parties acknowledge and agree that Company is a Service Provider for the purposes of the CCPA (to the extent it applies) and Company is receiving Personal Information from Customer in order to provide the Services pursuant to the Agreement, which constitutes a Business Purpose.

2.2 Customer shall disclose Personal Information to Company only for the limited and specified purposes described in Exhibit A to this DPA.

2.3 Company shall not Sell or Share Personal Information provided by Customer under the Agreement.

2.4 Company shall not retain, use, or disclose Personal Information provided by Customer pursuant to the Agreement for any purpose, including a Commercial Purpose, other than as necessary for the specific purpose of performing the Services for Customer pursuant to the Agreement, or as otherwise set forth in the Agreement or as permitted by the CCPA.

2.5 Company shall not retain, use, or disclose Personal Information provided by Customer pursuant to the Agreement outside of the direct business relationship between Company and Customer, except where and to the extent permitted by the CCPA.

2.6 Company shall notify Customer if it makes a determination that it can no longer meet its obligations under the CCPA.

2.7 Company will not combine Personal Information received from, or on behalf of, Customer with Personal Information that it receives from, or on behalf of, another party, or that it collects from its own interaction with the Consumer.

2.8 Company shall comply with all obligations applicable to Service Providers under the CCPA, including by providing Personal Information provided by Customer under the Agreement the level of privacy protection required by CCPA.

2.9 Company shall only engage a new sub-processor to assist Company in providing the Services to Customer under the Agreement in accordance with Section 4.1 of the DPA, including, without limitation, by: (i) notifying Customer of such engagement via the notification mechanism described in Section 4.1 of the DPA at least ten (10) days before enabling a new Sub-Processor;

and (ii) entering into a written contract with the sub-processor requiring sub-processor to observe all of the applicable requirements set forth in the CCPA.

3. Consumer Rights

3.1 Company shall assist Customer in responding to Verifiable Consumer Requests to exercise the Consumer's rights under the CCPA as set forth in Section 7 of the DPA.

4. Audit Rights

4.1 To the extent required by CCPA, Company shall allow Customer to conduct inspections or audits in accordance with Sections 8.3 and 8.4 of the DPA.

B. VIRGINIA

1. Definitions

1.1 For purposes of this Section B, the terms "Consumer," "Controller," "Personal data," "Processing," and "Processor" shall have the meanings set forth in the VCDPA.

1.2 All references to "Data Subject" in this DPA shall be deemed to be references to "Consumer" as defined in the VCDPA.

2. Obligations

2.1 Except with respect to Company Account Data and Company Usage Data (as defined in the DPA), the parties acknowledge and agree that Customer is a Controller and Company is a Processor for the purposes of the VCDPA (to extent it applies).

2.2 The nature, purpose, and duration of Processing, as well as the types of Personal Data and categories of Consumers are described in Exhibit A to this DPA.

2.3 Company shall adhere to Customer's instructions with respect to the Processing of Customer Personal Data and shall assist Customer in meeting its obligations under the VCDPA by:

2.3.1 Assisting Customer in responding to Consumer rights requests under the VCDPA as set forth in Section 7 of the DPA;

2.3.2 Complying with Section 5 ("Security of Personal Data") of the DPA with respect to Personal Data provided by Customer;

2.3.3 In the event of a Personal Data Breach, providing information sufficient to enable Customer to meet its obligations pursuant to Va. Code § 18.2-186.6; and

2.3.4 Providing information sufficient to enable Customer to conduct and document data protection assessments to the extent required by VCDPA.

2.4 Company shall maintain the confidentiality of Personal Data provided by Customer and require that each person Processing such Personal Data be subject to a duty of confidentiality with respect to such Processing;

2.5 Upon Customer’s written request, Company shall delete or return all Personal Data provided by Customer in accordance with Section 2.4 of the DPA, unless retention of such Personal Data is required or authorized by law or the DPA and/or Agreement.

2.6 In the event that Company engages a new sub-processor to assist Company in providing the Services to Customer under the Agreement, Company shall enter into a written contract with the sub-processor requiring sub-processor to observe all of the applicable requirements of a Processor set forth in the VCDPA.

3. Audit Rights

3.1 Upon Customer’s written request at reasonable intervals, Company shall, as set forth in Sections 8.3-8.4 of the DPA, (i) make available to Customer all information in its possession that is reasonably necessary to demonstrate Company’s compliance with its obligations under the VCDPA; and (ii) allow and cooperate with reasonable inspections or audits as required under the VCDPA.

Coderbyte	Customer
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	
Title: _____	
Date: _____	Date: _____