DATA PROCESSING ADDENDUM TO SCANII TERMS OF SERVICE

This Data Processing Addendum ("Addendum") completes and forms part of the Scanii Terms of Service available at https://docs.scanii.com/tos.html, as updated from time to time, or other agreement between Customer and Service Provider governing Customer's use of the Service (altogether "Terms of Service"). This Addendum is concluded between Uva Software, LLC, and its affiliates, subsidiaries and branches ("Service Provider") and the customer specified below ("Customer").

This Addendum regulates the Processing of Personal Data subject to EU Data Protection Law by the Parties in the context of Scanii, software developed and hosted by Uva Software, LLC.. Except as modified below, the Terms of Service remain in full force and effect.

The Parties agree that the terms set out below are added as an Addendum to the Terms of Service.

How to Execute this Addendum

This Addendum has been pre-signed on behalf of Uva Software, LLC. To complete this Addendum, Customer must complete the information in the signature box and sign. Upon receipt of the validly completed and signed Addendum by Uva Software, LLC, this Addendum will become legally binding.

1. Definitions

1.1 In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

1.1.1 "Applicable Laws" means (a) European Union or Member State laws with respect to any Customer Personal Data in respect of which any Customer Group Member is subject to EU Data Protection Laws; and (b) any other applicable law with respect to any Customer Personal Data in respect of which any Customer Group Member is subject to any other Data Protection Laws;

1.1.2 "Customer Affiliate" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Customer, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;

1.1.3 "Customer Group Member" means Customer or any Customer Affiliate;

1.1.4 "Customer Personal Data" means any Personal Data Processed on behalf of a Customer Group Member pursuant to or in connection with the Terms of Service;

1.1.5 "Data Protection Laws" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

1.1.6 "EU Data Protection Laws" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

1.1.7 "GDPR" means EU General Data Protection Regulation 2016/679;

1.1.8 "Services" means the services and other activities to be supplied to or carried out by Service Provider for Customer Group Members pursuant to the Terms of Service;

1.2 The terms, "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

1.3 The word "include" shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.

2. 3. Processing of Customer Personal Data

2.1 Service Provider shall:

2.1.1 comply with all applicable Data Protection Laws in the Processing of Customer Personal Data; and

2.1.2 not Process Customer Personal Data other than on the relevant Customer Group Member's documented instructions.

2.2 Each Customer Group Member:

2.2.1 instructs Service Provider to: Process Customer Personal Data as reasonably necessary for the provision of the Services and consistent with the Terms of Service; and

2.2.2 warrants and represents that it is and will at all relevant times remain duly and effectively authorised to give the instruction set out in section 3.2.1 on behalf of each relevant Customer Affiliate.

3. Service Provider Personnel

Service Provider shall take reasonable steps to ensure the reliability of any employee or agent who may have access to the Customer Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Customer Personal Data, as strictly necessary for the purposes of the Terms of Service, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security

4.1 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, Service Provider shall in relation to the Customer Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

4.2 In assessing the appropriate level of security, Service Provider shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

5. Data Subject Rights

5.1 Taking into account the nature of the Processing, Service Provider shall assist each Customer Group Member by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer Group Members' obligations, as reasonably understood by Customer, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

6. Personal Data Breach

6.1 Service Provider shall notify Customer without undue delay upon Service Provider becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information to allow each Customer Group Member

to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

6.2 Service Provider shall co-operate with Customer and each Customer Group Member and take such reasonable commercial steps as are directed by Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

7. Data Protection Impact Assessment and Prior Consultation

Service Provider shall provide reasonable assistance to each Customer Group Member with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Customer reasonably considers to be required of any Customer Group Member by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Customer Personal Data by Service Provider.

8. Deletion or return of Customer Personal Data

8.1 Subject to section 8.2, Service Provider shall promptly and in any event within] 30 days of the date of cessation of any Services involving the Processing of Customer Personal Data (the "Cessation Date"), delete and procure the deletion of all copies of those Customer Personal Data.

8.2 Customer may in its absolute discretion by written notice to Service Provider within 10 days of the Cessation Date require Service Provider to return a complete copy of all Customer Personal Data to Customer by secure file transfer in such format as is reasonably notified by Customer to Service Provider.; Service Provider e shall comply with any such written request within 40 days of the Cessation Date.

8.4 Service Provider shall provide written certification to Customer that it has fully complied with this section 10 within 40 of the Cessation Date.

9. Audit rights

9.1 Subject to section 9.2, Service Provider shall make available to each Customer Group Member on request all information necessary to demonstrate compliance with this Addendum, and shall allow for and contribute to audits, including inspections, by any Customer Group Member or an auditor mandated by any Customer Group Member in relation to the Processing of the Customer Personal Data.

9.2 Information and audit rights of the Customer Group Members only arise under section 11.1 to the extent that the Terms of Service does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law (including, where applicable, article 28(3)(h) of the GDPR).

10. Details of Processing of Company Personal Data (as required by Article 28(3) GDPR).

10.1 Subject matter and duration of the Processing of Company Personal Data

The subject matter and duration of the Processing of the Company Personal Data are set out in the Terms of Service and this Section.

10.2 The nature and purpose of the Processing of Company Personal Data

The nature and purpose of the Processing of Company Personal Data is to (1) deliver the products and/or services to Company that Company has requested; (2) to validate Company's compliance with the terms of service; (3) for content improvement and feedback purposes; and (4) to reach Company, when necessary, regarding Company's use of the web site or product(s).

10.3 The types of Company Personal Data to be Processed

Service Provider only captures and Processes Name and Email Address.

10.4 The obligations and rights of Company and Company Affiliates

The obligations and rights of Company and Company Affiliates are set out in the Terms of Service and this Section.

11. General Terms

Governing law and jurisdiction

11.1 The parties to this Addendum hereby submit to the choice of jurisdiction stipulated in the Terms of Service with respect to any disputes or claims howsoever arising under this Addendum, including disputes regarding its existence, validity or termination or the consequences of its nullity; and

11.2 This Addendum and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Terms of Service. *Order of precedence*

11.2 Nothing in this Addendum reduces Service Provider's obligations under the Terms of Service in relation to the protection of Personal Data or permits Service Provider to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Terms of Service.

11.3 With regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including the Terms of Service and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail.

Changes in Data Protection Laws, etc.

11.4 Customer may propose any other variations to this Addendum which Customer reasonably considers to be necessary to address the requirements of any Data Protection Law.

11.5 If Customer gives notice under section 13.4, the parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in Customer's notice as soon as is reasonably practicable.

11.6 Neither Customer nor Service Provider shall require the consent or approval of any Customer Affiliate to amend this Addendum pursuant to this section or otherwise.

Severance

11.7 Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

IN WITNESS WHEREOF, this Addendum is entered into and becomes a binding part of the Terms of Service with effect from the date first set out above.

[Company]

Signature _____

Name _____

Title _____

Date Signed _____

Uva Software, LLC

Signature _____

Name _____

Title _____

Date Signed _____