

HOW TO COMPLETE THIS DOCUMENT

- A. This Data Processing Addendum (DPA) has been pre-signed on behalf of Displayr and its relevant affiliate entities as the data importer.
- B. To complete this DPA, Customer must:
 - A. Enter today's date as the Effective Date
 - B. Complete the information in the signature box and sign on page 3
 - C. Send the signed DPA to us by email to support@displayr.com.

DATA PROCESSING ADDENDUM

Effective date: _____

This Data Processing Addendum is incorporated into the Displayr Terms of Use that are currently in force between the parties listed below in relation to the provision by Company and use by Customer of the Displayr software (the “**Terms of Service**”).

The parties agree that this Data Processing Addendum shall take precedence over any conflicting provision in the Terms of Service or any previous provisions relating to the Processing of Personal Data between the parties.

PARTIES


- (1) **Customer**, as defined in the Terms of Service; and
- (2) As appropriate:
 - Displayr Australia Pty Ltd, with address Level 1, Tablet House, 60 Bowman Street, Pyrmont, NSW 2009
 - Q Research Software Limited, with address 10 Bloomsbury Way, Holborn, London, WC1A 2SL, United Kingdom
 - Numbers International LLC, with address 2045 W Grand Ave Ste B, PMB 59865, Chicago, Illinois 60612-1577
 - Displayr Inc, with address 2045 W Grand Ave Ste B, PMB 59865, Chicago, Illinois 60612-1577 (**Company**),

each a **party** and together the **parties**.

AGREED TERMS

1. The Standard Contractual Clauses referred to and incorporated in the Terms of Service shall be those described at Schedule 1 to this Data Processing Addendum, which the parties are deemed to have signed by signing this Data Processing Addendum or otherwise using the Q or Displayr software.

This Data Processing Addendum has been entered into on the date stated at the beginning of it.

<p>Signed on behalf of:</p> <ul style="list-style-type: none">• Displayr Australia Pty Ltd;• Q Research Software Limited;• Numbers International LLC; and• Displayr Inc.  <p>Name: Jonathan Hodge</p> <p>Title: VP Finance</p>	<p>Signed on behalf of Customer</p> <p>Customer name: _____</p> <p>Authorized Signatory Name: _____</p> <p>Authorized Signatory Title: _____</p>
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SCHEDULE 1

EU Standard Contractual Clauses (controller to processor)

This Schedule incorporates by reference COMMISSION IMPLEMENTING DECISION (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.

This Schedule constitutes the Customer's instruction to Company in connection with Company's data processing for Customer, and is an integrated part of the Standard Contractual Clauses and the Terms of Service.

Processing Activity	Status of the Parties	Categories of Personal Data Processed	Categories of Sensitive Data Processed	Frequency of Transfer	Applicable SCCs Module
Customer discloses Personal Data to Company in connection with the services described in the Terms of Service	Customer is a data controller. Company is a data processor.	Any Personal Data Customer discloses to the Company.	As may be decided by the Customer from time to time.	Continuous	Module 2

Sub-processors

The Company uses the sub-processors listed at www.displayr.com/gdpr.

Retention Periods

The Company retains personal data it collects as a data processor for as long as the Company has a business purpose for it or for the longest time allowable by applicable law.

Customer retains personal data it collects or receives in its capacity as a data controller consistent with applicable law and its own business purposes.

Technical and Organizational Measures Used by the Company to Ensure the Security of Personal Data

Company will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data, as described in the Security Statement which can be read at https://docs.displayr.com/wiki/Security_Statement or otherwise made reasonably available by Company.

Information for Standard Contractual Clauses

For the purposes of the Standard Contractual Clauses, the parties agree as follows:

- Clause 9, Module 2(a): The parties select Option 2 (general written authorization). The time period is 10 calendar days.
- Clause 11(a): The parties do **not** select the independent dispute resolution option.
- Clause 13: The supervisory authority with responsibility for ensuring compliance by the data exporter is:
 - where the data exporter is established within an EU member state, the supervisory authority of that EU member state OR
 - where the data exporter is subject to EU GDPR pursuant to Article 3(2) EU GDPR and has appointed a representative in the EU, the supervisory authority of that EU member state OR

- where the data exporter is subject to EU GDPR pursuant to Article 3(2) EU GDPR, but has not appointed a representative in an EU member state, the supervisory authority of the EU member state where the relevant data subjects are located.
- Clause 17: The parties select Option 1. The standard contractual clauses shall be governed by the law of Ireland.
- Clause 18(b): The parties agree that the forum is Ireland.
- Annex I(A): The data exporter is Customer. The data importer is the Company. Contact details for the parties are the contact details in this Data Processing Amendment.
- Annex I(B): The parties agree that this Schedule describes the transfer.
- Annex I(C): The competent supervisory authority is the supervisory authority of Ireland.
- Annex II: The parties agree that this Schedule describes the technical and organizational measures applicable to the transfer.

UK Standard Contractual Clauses (controller to processor)

The applicable provisions are the UK Data Transfer Addendum, being the EU Standard Contractual Clauses set out above as amended by a data transfer addendum in a form adopted by the UK ICO, as amended, superseded or replaced from time to time, and as adapted in accordance with the following details:

- Clause 9, Module 2(a): The parties select Option 2 (general written authorization). The time period is 10 calendar days.
- Clause 11(a): The parties do **not** select the independent dispute resolution option.
- Clause 13: The competent supervisory authority is the UK Information Commissioner's Office.
- Clause 17: The standard contractual clauses shall be governed by the law of England.
- Clause 18(b): The parties agree that the forum is England.
- Annex I(A): The data exporter is Customer. The data importer is the Company. Contact details for the parties are the contact details in this Data Processing Amendment.
- Annex I(B): The parties agree that this Schedule describes the transfer.
- Annex I(C): The competent supervisory authority is the UK Information Commissioner's Office.
- Annex II: The parties agree that this Schedule describes the technical and organizational measures applicable to the transfer.