

**Data Processing Agreement  
Cover Page**

**Section 1 – Details of Processor/Service Provider**

1. Name of Processor/Service Provider: Vertex Software, Inc.
2. Address: 4023 Urbandale Avenue #13155, Des Moines, IA, 50310, USA
3. Telephone: (833-837-8398)
4. Email: e-mail: [privacy@vertexvis.com](mailto:privacy@vertexvis.com)

**Section 2 - Details of Data Processing Instructions**

1. Services: Processor/Service Provider provides Controller/Business, via a cloud-based SasS Platform, assistance with 3D visualization and rendering 3D product models in a hosted solution. Data associated with these services are stored over the duration of the contract between Processor/Service Provider and Controller/Business, then until Controller/Business requests that Processor/Service Provider delete it or the data becomes subject to Processor/Service Provider's data retention limits.
2. Categories of Data Subjects: Employees and/or authorized users of Controller/Business
3. Categories of Personal Data: First name, last name, email address, username, password, IP addresses, and/or additional account access identifiers as required.
4. Specific instructions: N/A

**Section 3 - Subprocessors**

Processor/Service Provider is authorized to engage the following categories of subprocessors:

Processor/Service Provider may share information with the following categories of subprocessors: technical service providers, contractors, partnered entities and businesses, or agents who perform functions on our behalf for system administration and hosting, research and analytics, marketing, customer support, application performance, security analysis and data enrichment.

## **Data Processing Agreement**

This Data Processing Agreement is intended to satisfy legal requirements under data protection and data privacy laws under Article 28 of Regulation (EU) 2016/679 (“**GDPR**”), all applicable data protection laws in the United States, including but not limited to, the California Consumer Privacy Act (“**CCPA**”), and in all jurisdictions where Processor or Controller operates or from which it receives personal data. With respect to the processing of personal data under this Data Processing Agreement, \_\_\_\_\_ is the Controller or Business, and Vertex Software, Inc. is the Processor or Service Provider. The terms “personal data,” “processing”, “Processor”, “Controller”, and “data subject” have the meaning given in the GDPR. The terms “Service Provider” and “Business” have the meaning given in the CCPA.

1. Controller/Business hereby instructs Processor/Service Provider to process personal data for the purpose of providing the services described in Section 2 of the Cover Page attached hereto. Processor/Service Provider is not entitled to use personal data for its own purposes. Processor/Service Provider may only process personal data on behalf of the Controller/Business and solely for the purposes identified in Section 2 of the Cover Page attached hereto.
2. Controller and Service Provider hereby acknowledge and agree that in no event shall the transfer of personal data from Controller to Service Provider pursuant to the Agreement constitute a sale of data or transfer of data for valuable consideration to Service Provider, and that nothing in the Agreement shall be construed as providing for the sale or transfer for valuable consideration of personal data to Service Provider. Service Provider is prohibited from transferring or selling personal data to any third parties, including subprocessors, for monetary or other valuable consideration.
3. Taking into account industry standards, the costs of implementation, the nature, scope, context, and purposes of the processing and any other relevant circumstances relating to the processing of the personal data, Processor shall implement and maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk in processing the personal data in the provision of the services in accordance with Controller’s policies. Processor may update or modify its technical and organizational measures from time to time, provided such updates and modifications do not result in the degradation of the overall security of the services.
4. Controller generally authorizes Processor to engage the subprocessors listed on Section 3 of the Cover Page attached hereto, and to make changes, provided that Processor:
  - a. provides prior notice to Controller and give Controller an opportunity to object to changes concerning the addition or replacement of subprocessors (provided that Controller will not object except with reasonable cause);
  - b. executes a written contract with each subprocessor with the same or more protective obligations and data protection measures contained in this Data Processing Agreement and Appendix 2 of the standard contractual clauses appended hereto in Annex 1, and provide a copy of such contracts to Controller upon request; and
  - c. remains fully responsible and liable for any actions and omissions of subprocessors.
5. Processor will comply with all requirements of this Data Processing Agreement, the GDPR, the CCPA, and applicable national laws with respect to all personal data received from or processed for Controller. Without limiting the generality of the foregoing, Processor will:

- a. process the personal data only on documented instructions from the Controller, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by law to which the Processor is subject; in such a case, the Processor will inform the Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- b. ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- c. take all measures required pursuant to Article 32 of the GDPR;
- d. respect the conditions referred to in Article 28 paragraphs 2 and 4 of the GDPR for engaging another Processor;
- e. taking into account the nature of the processing, assist the Controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the data subject's rights under the GDPR or applicable national data protection laws;
- f. assist the Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to the Processor;
- g. make available to the Controller all information necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller.

Processor will immediately inform the Controller if, in its opinion, an instruction from Controller infringes the GDPR or applicable national data protection laws, or if Processor believes that it cannot comply with any instruction or any requirements under this Data Processing Agreement.

- 6. Processor will without undue delay, and within the period specified by applicable law, inform the Controller of any loss or breach of security of the personal data. Processor will promptly investigate such loss or breach and will provide Controller with reasonable assistance to satisfy any legal obligations (including obligations to notify data protection authorities or data subjects) of Controller in relation to such loss or breach.
- 7. This Data Processing Agreement will remain effective as long as Processor provides services for Controller or processes personal data received from Controller or in the context of providing services for Controller. Upon termination of the agreement (in whole or in part) for the services described in Section 2 of the Cover Page attached hereto or earlier upon Controller's request, and at Controller's choice, Processor will, unless any applicable law, competent court, or supervisory or regulatory body prevents Processor from returning or destroying the personal data transferred:
  - a. destroy all personal data processed and any copies thereof and certify to Controller on request that Processor has done so; or
  - b. in accordance with Controller's instructions, return all personal data processed and the copies thereof to Controller or other recipient identified by Controller.

8. At Controller's written request, Processor will make available to Controller all information reasonably necessary to verify Processor's compliance with obligations under applicable national data protection law, the GDPR, the CCPA, and this Data Processing Agreement. Upon request, Processor shall provide copies of relevant audit report summaries and/or other documentation reasonably required by Controller to verify Processor's compliance with this Agreement.
9. Processor will assist Controller, to the extent reasonably possible, to comply with applicable law in a reasonable time. Without limiting the generality of the foregoing, Processor will assist Controller with any data protection impact assessment and consultation procedures, if any, that relate to the services provided by Processor to Controller and the personal data that Processor handles for Controller.
10. Processor will assist Controller with any data subject access, opt-out, portability, correction, erasure or blocking requests and objections. If Processor receives any request from data subjects, data protection authorities or others relating to its data processing, Processor will, without undue delay, inform Controller and assist Controller with developing a response (but Processor will not itself respond, except per instructions from Controller). Processor will also assist Controller with the resolution of any request or inquiries that Controller receives from data protection authorities relating to Processor and, if and to the extent requested by Controller, cooperate with any authorities' requests.
11. Processor will notify Controller without undue delay:
  - a. about any legally binding request for disclosure of personal data by a law enforcement authority, unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
  - b. about any complaints and requests received directly from data subjects (*e.g.*, regarding access, rectification, erasure, data portability, objection to processing of data, automated decision-making), and assist Controller with a response and resolution of the request, but not respond until Controller provides instructions;
  - c. if Processor becomes aware of a data protection breach at Processor or its subprocessors; without limiting any other obligations under applicable law, the GDPR, the CCPA, or contracts, Processor will assist Controller with investigating the breach and satisfying Controller's obligations to inform data subjects, authorities and others, and handle documentation and other requirements.
12. In case Processor is established in, or transfers or makes accessible any personal data to any subprocessors outside of, any country other than the Member States of the European Economic Area or Switzerland, by agreeing to this Data Processing Agreement, Processor is entering into the standard contractual clauses with Controller as set out in Annex 1. If a subprocessor is a Data Importer (as that term is used in such standard contractual clauses), Processor shall enter into the standard contractual clauses with Controller on behalf of such Data Importer. If that is not possible, Processor will inform Controller in writing and will procure such Data Importer's agreement to such standard contractual clauses as an additional Data Importer. Controller or Processor will, upon request of a data subject, provide the data subject with a copy of documentation of such mechanism(s) and this Data Processing Agreement.
13. All obligations under this Data Processing Agreement apply in addition to, not in lieu of, any other contractual, statutory and other obligations of Processor.

14. In case of any conflict or inconsistency, the order of precedence in respect of the processing of personal data shall be: the Annexes to this Data Processing Agreement, this Data Processing Agreement and then the agreement for the services described in Section 2 of the Cover Page attached hereto.
15. This Data Processing Agreement shall not restrict the GDPR, CCPA, or any other applicable data protection laws. If any provision in this Data Processing Agreement is ineffective or void, this shall not affect the remaining provisions. The parties shall replace the ineffective or void provision with a lawful provision that reflects the business purpose of the ineffective or void provision. In case a necessary provision is missing, the parties shall add an appropriate one in good faith.
16. Processor guarantees the prompt and satisfactory performance of its obligations and responsibilities under this Data Processing Agreement by Processor, and Processor agrees that it shall be responsible for all costs associated with its compliance of such obligations.

**SIGNATURES**

This Data Processing Agreement is executed by duly authorized representatives of the parties to be effective as of \_\_\_\_\_.

**On behalf of \_\_\_\_\_ (Controller/Business):**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**On behalf of Vertex Software, Inc. (Processor/Service Provider):**

Signature:  \_\_\_\_\_  
Daniel J Murray (Aug 25, 2021 08:56 CDT)

Printed Name: Daniel J. Murray

Title: CEO

Date Signed: Aug 25, 2021



EUROPEAN COMMISSION  
DIRECTORATE-GENERAL JUSTICE

Directorate C: Fundamental rights and Union citizenship  
**Unit C.3: Data protection**

---

**Commission Decision C(2010)593**  
**Standard Contractual Clauses (processors)**

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation:

\_\_\_\_\_

(the data **exporter**)

And

Vertex Software, Inc.

(the data **importer**)

each a “party”; together “the parties”,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

## Clause 1

### **Definitions**

For the purposes of the Clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data<sup>1</sup>;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

## Clause 2

### **Details of the transfer**

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

---

<sup>1</sup> Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.

### *Clause 3*

#### ***Third-party beneficiary clause***

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

### *Clause 4*

#### ***Obligations of the data exporter***

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented

by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

#### *Clause 5*

#### ***Obligations of the data importer<sup>2</sup>***

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

---

<sup>2</sup> Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, *inter alia*, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
  - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
  - (ii) any accidental or unauthorised access, and
  - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

## *Clause 6*

### ***Liability***

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data

exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

#### *Clause 7*

##### ***Mediation and jurisdiction***

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
  - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
  - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

#### *Clause 8*

##### ***Cooperation with supervisory authorities***

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

#### *Clause 9*

### ***Governing Law***

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

#### *Clause 10*

### ***Variation of the contract***

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

#### *Clause 11*

### ***Subprocessing***

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses<sup>3</sup>. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

---

<sup>3</sup> This requirement may be satisfied by the subprocessor co-signing the contract entered into between the data exporter and the data importer under this Decision.

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

*Clause 12*

***Obligation after the termination of personal data processing services***

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

**On behalf of the data exporter:**

Name (written out in full): .....

Position: .....

Address:

**On behalf of the data importer:**

Name (written out in full): Daniel James Murray

Position: CEO

Address:

Vertex Software, Inc.  
4023 Urbandale Ave. #13155  
Des Moines, IA 50310

**APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES**

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

**Data exporter**

\_\_\_\_\_   
Customer Name

**Data importer**

Vertex Software, Inc.

**Data subjects**

The personal data transferred concern the categories of data subjects listed in Section 2 of the Data Processing Agreement Cover Page.

**Categories of data**

The personal data transferred concern the categories of data listed in Section 2 of the Data Processing Agreement Cover Page.

**Special categories of data (if appropriate)**

The personal data transferred concern the special categories of data (if any) listed in Section 2 of the Data Processing Agreement Cover Page.

**Processing operations**

The personal data transferred will be subject to the basic processing activities listed in Section 2 of the Data Processing Agreement Cover Page.

DATA EXPORTER

Name:.....

Authorised Signature .....

DATA IMPORTER

Name: Daniel J. Murray

Authorised Signature  \_\_\_\_\_   
Daniel J. Murray (Aug 25, 2021 08:56 CDT)

## **APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES**

This Appendix forms part of the Clauses and must be completed and signed by the parties.

### **Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):**

Taking into account industry standards, the costs of implementation, the nature, scope, context, and purposes of the processing and any other relevant circumstances relating to the processing of the personal data, data importer shall implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk in processing the personal data in the provision of the services in accordance with data exporter's policies. Data importer may update or modify its technical and organizational measures from time to time, provided such updates and modifications do not result in the degradation of the overall security of the services.

# DPA and Addendum

Final Audit Report

2021-08-25

Created:	2021-08-25
By:	Lindsay Nicolella (lindsay.nicolella@vertexvis.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWrUeAmHL0I-JTtFhYCFi6Y-OBrksywEj

## "DPA and Addendum" History

-  Document created by Lindsay Nicolella (lindsay.nicolella@vertexvis.com)  
2021-08-25 - 1:48:50 PM GMT- IP address: 75.162.168.33
-  Document emailed to Daniel J Murray (dan.murray@vertexvis.com) for signature  
2021-08-25 - 1:50:22 PM GMT
-  Email viewed by Daniel J Murray (dan.murray@vertexvis.com)  
2021-08-25 - 1:54:11 PM GMT- IP address: 107.77.210.96
-  Document e-signed by Daniel J Murray (dan.murray@vertexvis.com)  
Signature Date: 2021-08-25 - 1:56:22 PM GMT - Time Source: server- IP address: 173.215.75.233
-  Agreement completed.  
2021-08-25 - 1:56:22 PM GMT