

## **DATA PROCESSING ADDENDUM FOR BEACON SERVICES**

This Data Processing Addendum (“**DPA**”) forms a part of the agreement (“**Agreement**”) between the relevant Beacon entity and the Customer and/or Borrower (as applicable, and collectively referred to as “**Customer**” in this DPA) regarding the products or services provided by Beacon and ordered by Customer (the “**Services**”) in accordance with the Agreement. All capitalised terms not defined herein shall have the meaning set forth in the Agreement.

This DPA is an addendum to and forms a part of the Agreement and shall be legally binding with effect from the commencement of the Agreement. If any terms of this DPA are inconsistent with the terms of the Agreement, including the exhibits thereto, then the terms of this DPA shall prevail.

### **1. BACKGROUND**

- 1.1. This DPA applies to Personal Data provided by Customer as a Data Controller in connection with their use of the Services. It states the technical and organisational measures Beacon uses to protect Personal Data in the course of acting as a Data Processor when providing the Services.
- 1.2. If processing of Personal Data involves an International Transfer, the EU Standard Contractual Clauses and/or the UK Standard Contractual Clauses (as applicable) apply, and are incorporated by reference in accordance with Section 5.

### **2. APPENDICES**

The Customer as a Data Controller determines the purposes of collecting and processing Personal Data in the Services. Appendix 1 states the details of the processing Beacon will provide via the Services under the Agreement. Appendix 2 states the technical and organisational measures Beacon applies to the Services, unless the Agreement states otherwise. Appendix 3 defines the applicable modules and options for the EU Standard Contractual Clauses and the UK Standard Contractual Clauses.

### **3. BEACON OBLIGATIONS**

- 3.1. Beacon will follow instructions received from Customer with respect to Personal Data, unless they are (i) legally prohibited or (ii) require material changes to the Services. In the event and to the extent the functionality of the Services does not allow Customer or authorised users to do so, Beacon may correct, block or remove any Personal Data in accordance with Customer’s instruction. If Beacon cannot comply with an instruction, it will notify Customer (email permitted) without undue delay.
- 3.2. Beacon will use appropriate technical and organisational measures to protect all Personal Data, including those set out in Appendix 2.
- 3.3. Beacon shall notify Customer without undue delay but in no event later than seventy two (72) hours of its discovery of a Security Breach.
- 3.4. At Customer’s request, Beacon will reasonably support Customer in dealing with requests from Data Subjects or regulatory authorities regarding Beacon’s processing of Personal Data.
- 3.5. Upon termination of the Agreement for whatever reason, and upon Customer’s written request made within thirty (30) days after such termination, Beacon will (as applicable)

return to Customer or destroy all Personal Data. After such 30 day period, Beacon will destroy such Personal Data.

#### **4. SUBPROCESSORS**

- 4.1. Customer authorises Beacon to subcontract the processing of Personal Data to Subprocessors. Beacon is responsible for any breaches of the Agreement caused by its Subprocessors.
- 4.2. Subprocessors will have the same obligations in relation to Beacon as Beacon does as a Data Processor (or Subprocessor) with regard to their processing of Personal Data.
- 4.3. Beacon will evaluate the security, privacy and confidentiality practices of a Subprocessor prior to selection. Subprocessors may have security certifications that evidence their use of appropriate security measures. If not, Beacon will regularly evaluate each Subprocessor's security practices as they relate to data handling.
- 4.4. Beacon's use of Subprocessors is at its discretion, provided that:
  - 4.4.1. Beacon will notify Customer in advance (by email or such other means which Beacon makes available to its customers) of any changes to the list of Subprocessors in place as of the commencement of provision of the Services (except for emergency replacements or deletions of Subprocessors without replacement in accordance with Section 4.5).
  - 4.4.2. If Customer has a legitimate reason that relates to the Subprocessors' processing of Personal Data, Customer may object to Beacon's use of a Subprocessor, by notifying Beacon in writing within thirty days after receipt of Beacon's notice. If Customer objects to the use of the Subprocessor, the parties will come together in good faith to discuss a resolution. Beacon may choose to: (i) not use the Subprocessor or (ii) take the corrective steps requested by Customer in its objection and use the Subprocessor. If none of these options are reasonably possible and Customer continues to object for a legitimate reason, either party may terminate the Agreement on thirty days' written notice. If Customer does not object within thirty days of receipt of the notice, Customer is deemed to have accepted the new Subprocessor.
  - 4.4.3. If Customer's objection remains unresolved sixty days after it was raised, and Beacon has not received any notice of termination, Customer is deemed to accept the Subprocessor.
  - 4.4.4. The list of Subprocessors current as of the commencement of provision of the Services can be viewed on request.
- 4.5. Beacon may change a Subprocessor where the reason for the change is outside of Beacon's reasonable control. In this case, Beacon will inform Customer of the replacement Subprocessor as soon as possible. Customer retains its right to object to a replacement Subprocessor under Section 4.4.2.

#### **5. INTERNATIONAL TRANSFERS**

- 5.1. Beacon may make an International Transfer in relation to Personal Data:

- 5.1.1. if the recipient, or the country or territory in which it processes or accesses Personal Data, ensures an adequate level of protection for the rights and freedoms of Data Subjects in relation to the processing of Personal Data as determined by the European Commission or another regulatory body of competent jurisdiction (including the UK Government); or
  - 5.1.2. provided that such transfer is subject to the UK Standard Contractual Clauses or the EU Standard Contractual Clauses, in accordance with Section 5.2.
- 5.2. The UK Standard Contractual Clauses or EU Standard Contractual Clauses (as applicable) will apply where:
- 5.2.1. there is an International Transfer to a country that does not ensure an adequate level of protection for the rights and freedoms of Data Subjects in relation to the processing of Personal Data as determined by the European Commission or another regulatory body of competent jurisdiction; and/or
  - 5.2.2. there is an International Transfer to a recipient that is not covered by an appropriate safeguard, including, but not limited to, binding corporate rules, an approved industry code of conduct, and individual adequacy decision by a regulatory body of competent jurisdictions, or an individual transfer authorisation granted by a regulatory body of competent jurisdiction.
- 5.3. For Third Country Subprocessors, Beacon shall ensure that such Subprocessor has entered into the unchanged version of the UK or EU Standard Contractual Clauses (as applicable) prior to the Subprocessor's processing of Personal Data.
- 5.4. Nothing in this DPA will be construed to prevail over any conflicting clause of the UK or EU Standard Contractual Clauses.

## 6. DEFINITIONS

**"Data Controller"** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

**"Data Processor"** means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

**"Data Protection Law"** means the applicable legislation protecting the fundamental rights and freedoms of persons and their right to privacy with regard to the processing of Personal Data under the Agreement.

**"Data Subject"** means an identified or identifiable natural person.

**"EEA"** means the European Economic Area, namely the European Union Member States along with Iceland, Lichtenstein and Norway.

**"EU Standard Contractual Clauses"** means the standard contractual clauses promulgated by the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 (C/2021/3972) on standard contractual clauses for the transfer of personal data to third countries pursuant to the GDPR.

**"International Transfer"** means the export of Personal Data from the UK or EEA to a country outside the UK or EEA where that Personal Data is subject to further processing;

**“Personal Data”** means any information relating to a Data Subject. For the purposes of this DPA, it only includes personal data provided by the Customer (or its authorised Users) or derived from their use of the Services. It also includes personal data supplied to or accessed by Beacon or its Subprocessors in order to provide support under the Agreement.

**“Security Breach”** means a confirmed accidental or unlawful destruction, loss, alteration, or disclosure that results in the compromise of the integrity and/or confidentiality of Personal Data.

**“Subprocessor”** means Beacon affiliates and third parties engaged by Beacon or Beacon’s affiliates to process Personal Data.

**“Third Country Subprocessor”** means any Subprocessor incorporated outside the UK or EEA and outside any country for which the European Commission has published an adequacy decision as published at

[http://ec.europa.eu/justice/data-protection/international-transfers/adequacy/index\\_en.htm](http://ec.europa.eu/justice/data-protection/international-transfers/adequacy/index_en.htm).

**“UK Standard Contractual Clauses”** means the UK International Data Transfer Addendum, namely the applicable EU Standard Contractual Clauses as amended by a data transfer addendum in a form adopted by the UK ICO, as amended, superseded or replaced from time to time (the latest version of which can be viewed at

<https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>);

## APPENDIX 1

### DETAILS OF DATA PROCESSING

#### Data Exporter

Name: The Customer acting as a Data Controller subscribed to Services that allow authorised users to enter, amend, use, delete or otherwise process Personal Data, as identified in the Agreement.

Address: As stated in the Agreement.

Contact person's name, position and contact details: As stated in the Agreement.

Role: (Controller/Processor): Controller

#### Data Importer

Name: Beacon and its Subprocessors, each as identified in the Agreement.

Address: As stated in the Agreement.

Contact person's name, position and contact details: As stated in the Agreement.

Role: (Controller/Processor): Processor

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

Provision by Beacon of the Services, including:

- Liaising with the Customer's suppliers, and enabling Customers to store information relating to them and other parties within its supply chain in the Platform;
- Monitoring the Services;
- Release and development of fixes and upgrades to the Services;
- Monitoring, troubleshooting and administering the underlying Services' infrastructure;
- Security monitoring, network-based intrusion detection support, penetration testing;

#### Description of Transfer

*Categories of Data Subjects whose personal data is transferred*

Employees, contractors, business partners, suppliers, carriers and/or customers

*Categories of personal data transferred*

Name; Email address; Telephone number; Records of use of the Services

*Sensitive data transferred*

None.

*Processing Operations (Activities relevant to the data transferred under the DPA)*

The transferred Personal Data is subject to the following basic processing activities:

- use of Personal Data to set up, operate, monitor and provide the Services;
- communication to Users;
- upload any fixes or upgrades to the Services;

- execution of instructions of Customer in accordance with the Agreement.

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

Continuous

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

As defined in the Agreement.

*Competent supervisory authority*

United Kingdom

## **APPENDIX 2**

### **TECHNICAL AND ORGANISATIONAL MEASURES**

Beacon's current technical and organisational security measures are set out in the security overview document which you can view on request.

Beacon may change these at any time without notice so long as it maintains a comparable or better level of security. This may mean that individual measures are replaced by new measures that serve the same purpose without diminishing the security level.

### APPENDIX 3

#### STANDARD CONTRACTUAL CLAUSES

##### *EU Standard Contractual Clauses*

EU SCC term	Amendment / Selected option
Module	Module 2 (Controller to Processor)
Clause 7 (Docking clause)	Not included
Clause 9 (Use of sub-processors) / Annex III	Option 2 shall apply. The list of sub-processors already authorised by Customer is contained in Appendix 1.
Clause 11 (Redress)	Not included
Clause 13 (Supervision) and Annex 1.C	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 (Governing law)	Ireland
Clause 18 (Choice of forum and jurisdiction)	Ireland
Annex I.A (List of parties)	The relevant data exporters and data importers are specified in Appendix 1.
Annex I.B (Description of the transfer)	The categories of data subject, personal data categories, purposes of international transfer and processing, any additional safeguards, and if applicable the duration of processing and any maximum data retention periods are specified in Appendix 1.
Annex II (Technical and organisational measures)	The relevant technical and organisational measures are specified in Appendix 2.

##### *UK Standard Contractual Clauses*

UK Data Transfer Addendum Incorporating EU Standard Contractual Clause terms	Amendment / Selected option
Clause 7 (Docking clause)	Not included
Clause 9 (Use of sub-processors) / Annex III	Option 2 shall apply. The list of sub-processors already authorised by Customer is contained in Appendix 1.
Clause 11 (Redress)	Not included

Clause 13 (Supervision) and Annex 1.C	The competent supervisory authority is the UK Information Commissioner's Office.
Clause 17 (Governing law)	England
Clause 18 (Choice of forum and jurisdiction)	England
Annex I.A (List of parties)	The relevant data exporters and data importers are specified in Appendix 1.
Annex I.B (Description of the transfer)	The categories of data subject, personal data categories, purposes of international transfer and processing, any additional safeguards, and if applicable the duration of processing and any maximum data retention periods are specified in Appendix 1.
Annex II (Technical and organisational measures)	The relevant technical and organisational measures are specified in Appendix 2.