



INNERGY DATA PROCESSING EXHIBIT

This Data Processing Exhibit ("DPA") is incorporated into and forms part of the MSA and applies to INNERGY's processing of Personal Data on behalf of Customer in connection with the Services. Where a term from applicable data protection law is used, including "controller," "processor," "business," "service provider," "contractor," "data subject," "consumer," "personal data," or "personal information," it has the meaning given under that law.

1. Roles.

(a) Customer is the controller (or business, under CCPA) of Personal Data submitted to the Services.

(b) INNERGY is the processor, service provider, or contractor, as applicable, for Personal Data processed on behalf of Customer to provide the Services.

(c) Each Party is an independent controller with respect to Personal Data it processes for its own purposes independent of the Services (e.g., account management, billing, relationship management).

2. Processing Details and Data Categories. The subject matter of the processing is INNERGY's provision of the Services to Customer. The duration of the processing is the Service Term plus any post-termination export, deletion, backup, archival, or legal retention period permitted under the MSA. The nature and purpose of the processing is to provide, maintain, secure, support, and improve the Services as permitted by the MSA and this DPA. The categories of data subjects may include Customer's employees, contractors, Authorized Users, business contacts, customers, end users, and other individuals whose Personal Data is submitted to or processed through the Services. The categories of Personal Data processed under this DPA are the categories of Personal Data that Customer or Authorized Users submit to, upload to, or otherwise make available through the Services, which may include business contact information, account information, authentication information, customer-submitted content, usage information, and other Personal Data contained in Customer Data.

3. Processing Purposes. INNERGY will process Personal Data only for the purposes of: (a) providing, maintaining, securing, and supporting the Services; (b) complying with applicable law; (c) exercising rights and performing obligations under the MSA; and (d) as otherwise instructed by Customer in writing, including with respect to transfers of Personal Data. INNERGY will notify Customer if, in INNERGY's opinion, an instruction infringes



applicable data protection law. For clarity, the data use rights in MSA Section 7 apply to Customer Data generally, and this DPA governs Customer Data only to the extent it constitutes Personal Data.

4. Data Use Limitations. INNERGY will not: (a) sell or share Personal Data, as those terms are defined under the CCPA; (b) retain, use, or disclose Personal Data for any purpose other than the business purposes described in this DPA and the MSA; (c) retain, use, or disclose Personal Data outside the direct business relationship between INNERGY and Customer except as permitted by applicable law; or (d) combine Personal Data with personal information received from other sources except as permitted by applicable law. INNERGY will provide the same level of privacy protection for Personal Data as required of service providers and contractors under the CCPA and will notify Customer if INNERGY determines it can no longer meet its applicable CCPA obligations. Nothing in this DPA limits INNERGY's rights in Usage Data, Deidentified Data, Feedback, analytics, or other non-Personal Data under the MSA.

5. Confidentiality. INNERGY will ensure that personnel authorized to process Personal Data are subject to confidentiality obligations or other appropriate obligations of confidentiality.

6. Subprocessors.

(a) Customer generally authorizes INNERGY to engage affiliates, subprocessors, service providers, contractors, and infrastructure providers to provide, support, secure, and improve the Services. INNERGY will make information about subprocessors available through a subprocessor list, similar posting, or other reasonable method to the extent required by applicable data protection law.

(b) INNERGY will bind each subprocessor that processes Personal Data on Customer's behalf to data protection obligations no less protective than those in this DPA to the extent applicable to the subprocessor's processing activities. INNERGY remains responsible for its obligations under this DPA when using subprocessors.

7. Cross-Border Transfers.

(a) To the extent applicable, if Personal Data subject to the EU GDPR is transferred from the European Economic Area to a country without an adequacy decision, the EU Standard Contractual Clauses, Module Two (Controller to Processor), as adopted by the European Commission and as updated or replaced from time to time, are incorporated by reference. If Personal Data subject to the UK GDPR is transferred from the United Kingdom to a



country without adequacy regulations, the UK International Data Transfer Addendum to the EU Standard Contractual Clauses, as issued by the UK Information Commissioner and as updated or replaced from time to time, is incorporated by reference. If Personal Data subject to Swiss data protection law is transferred from Switzerland to a country without an adequacy determination, the EU Standard Contractual Clauses apply with modifications required to address Swiss data protection law.

(b) The Parties will cooperate to implement any additional transfer mechanism or transfer assessment reasonably required by applicable data protection law.

8. Data Subject Rights. INNERGY will promptly notify Customer of any data subject request it receives directly and will assist Customer in responding to such requests to the extent technically feasible, at Customer's expense for requests beyond standard functionality.

9. Data Retention and Deletion.

(a) INNERGY will retain Personal Data for the duration of the Service Term and for the post-termination export period specified in MSA Section 14.2.

(b) Upon expiration of the export period, INNERGY will delete, return, or anonymize Personal Data in accordance with the MSA and Customer's documented instructions, except to the extent retention is permitted under the MSA or required by applicable law.

(c) Deidentified Data and Usage Data are not subject to deletion obligations to the extent they do not constitute Personal Data.

10. Security. INNERGY's technical and organizational security measures are described in the Security Exhibit. INNERGY will maintain security measures appropriate to the nature of the Personal Data processed.

11. Breach Notification. INNERGY will notify Customer of a Personal Data Breach without undue delay and, in any event, within seventy-two (72) hours after confirming the Personal Data Breach and identifying an appropriate Customer notice contact. "Personal Data Breach" means a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data processed by INNERGY on behalf of Customer. Notification does not constitute an acknowledgment of fault or liability.

12. Assistance. Taking into account the nature of the processing and the information available to INNERGY, INNERGY will provide reasonable assistance to Customer, at Customer's expense unless otherwise required by applicable law, to support Customer's



compliance with applicable obligations relating to data subject requests, Personal Data Breach notification, data protection impact assessments, and prior consultations with supervisory authorities.

13. Audits and Compliance Information. Upon Customer's reasonable written request, and no more than once per twelve-month period unless required by applicable law or following a confirmed Personal Data Breach, INNERGY will make available information reasonably necessary to demonstrate compliance with this DPA. INNERGY may reasonably limit or redact information to protect INNERGY Confidential Information and security-sensitive information. Any audit, review, questionnaire, or technical assessment is subject to the Security Exhibit.

14. Supremacy. If there is a conflict between this DPA and any other provision of the MSA, Product Terms, Security Exhibit, Privacy Policy, or other Policies, this DPA controls solely with respect to INNERGY's processing of Personal Data on behalf of Customer.