

## MojoHost Data Processing Addendum

Last Updated: April 1, 2022

This Data Processing Addendum (“DPA”) is an addendum to the Agreement, addresses each party’s compliance obligations under Applicable Data Protection Law, and applies solely where MojoHost’s provision of Services to Customer involves the Processing of Customer Personal Data subject to Applicable Data Protection Law.

### 1. Additional Defined Terms.

**1.1 “Applicable Data Protection Law”** means, to the extent applicable to the parties, any law or regulation applicable to MojoHost or the Services relating to privacy, data protection, or data security, including (a) the EU GDPR; (b) the UK GDPR; or (c) any subordinate legislation and regulation implementing the GDPR.

**1.2 “Controller,” “Binding Corporate Rules,” “Data Subject,” “Personal Data,” “Process,” “Processor,” and “Processing”** will have the meanings given to them in Applicable Data Protection Law (and derivative terms will be interpreted accordingly).

**1.3 “Customer Audit”** means a review of the security of the Services conducted by Customer at its expense.

**1.4 “Customer Instructions”** means the Customer’s instructions to MojoHost as its Processor as documented in the Agreement, together with the Customer’s lawful and proper use of the Services.

**1.5 “Customer Personal Data”** means Personal Data Processed by MojoHost for Customer regarding the Services.

**1.6 “End-user”** means Customer’s own customers or Affiliates whose Personal Data is Processed by MojoHost through providing to or use by Customer of the Services.

**1.7 “EU GDPR”** means Regulation (EU) 2016/679 of the European Parliament and of the Council (General Data Protection Regulation).

**1.8 “EU Personal Data”** means Customer Personal Data to which the EU GDPR was applicable before its Processing by MojoHost.

**1.9 “GDPR”** means the EU GDPR or the UK GDPR, as applicable.

**1.10 “Prescribed Region”** means a country, territory, or jurisdiction to which Customer Personal Data may be lawfully transferred without Transfer Protections, including: (a) for EU Personal Data, any region in respect of which the European Commission has issued a valid adequacy decision; and (b) for UK Personal Data, any region that is recognized as adequate under the UK GDPR.

**1.11 “Security Incident”** means a breach of MojoHost’s security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to Customer Personal Data.

**1.12 “S&PP Terms”** means the [MojoHost Security and Privacy Practices](#), as periodically updated by

MojoHost.

**1.13 “Standard Contractual Clauses”** means: (a) for EU Personal Data, the European Commission standard contractual clauses adopted under Commission Implementing Decision (EU) 2021/914 (“**EU Standard Contractual Clauses**”); and (b) for UK Personal Data, the clauses for the transfer of personal data to Processors adopted by the European Commission under Commission Decision C(2010) 593 (“**UK Standard Contractual Clauses**”).

**1.14 “Sub-processor List”** means the [MojoHost Authorized Sub-processors](#), as periodically updated by MojoHost.

**1.15 “Third-Party Audit Report”** means a report resulting from MojoHost engaging qualified third-party auditors to perform examinations and provide reports of its systems and services under: (a) the best practice recommendations of ISO 27002, for auditing MojoHost’s compliance with ISO 27001; or (b) SSAE 16 and ISAE 3402 compliance frameworks and the AT 101 compliance framework (based on select Trust Services Principles) or equivalent industry standards or both.

**1.16 “TOMs”** means the [MojoHost Technical and Organizational Measures](#), as periodically updated by MojoHost.

**1.17 “Transfer Protections”** means transfer protection measures required to enable a transfer to be made in compliance with Applicable Data Protection Law, including as applicable the recipient having: (a) achieved Binding Corporate Rules authorization under Applicable Data Protection Law; (b) signed Standard Contractual Clauses adopted or approved by the European Commission or recognized in the UK, as applicable; or (c) in place an alternative mechanism that complies with Applicable Data Protection Law for the transfer of Customer Personal Data to the applicable region.

**1.18 “UK GDPR”** means the EU GDPR as amended and incorporated into UK law under (a) the UK European Union (Withdrawal) Act 2018; (b) the Data Protection, Privacy and Electronic Communications (Amendments, etc.) (EU Exit) Regulations 2020; and (c) the Data Protection Act 2018.

**1.19 “UK Personal Data”** means Customer Personal Data to which the UK GDPR was applicable before its Processing by MojoHost.

## **2. Data Processing.**

**2.1 Processing.** MojoHost may act as Processor to Customer, where Customer may act either as Controller or Processor, for Customer Personal Data. MojoHost may also act as a sub-processor. Where Customer acts as Processor, Customer shall be responsible for all Controller obligations under this DPA; and Customer warrants that the Controller has appointed Customer as Processor to Process the Controller’s Personal Data for the Controller. The Processing details and the transfer description are set out in exhibit 1.

**2.2 Sub-processor Appointment.** MojoHost may use sub-processors to fulfill its obligations under the Agreement. Customer consents to sub-processors included in the Sub-processor List. MojoHost shall inform Customer of any addition to or change in sub-processors by updating the Sub-processor List or providing written notice to Customer before any new sub-processor is authorized to Process any Customer Personal Data. Customer may object to MojoHost’s appointment or replacement of a sub-processor by giving written notice of termination of the affected Services under the termination for convenience provisions of the Agreement, within seven days of the Sub-processor List update or

notice of the update. Customer's notice of termination under this section 2.2 will be ineffective if MojoHost notifies Customer before termination that the proposed appointment or replacement will not be effective as to Customer.

**2.3 Sub-processor Obligations.** MojoHost shall impose contractual obligations on its sub-processors (including confidentiality, data protection, and data security) as required by Applicable Data Protection Law. MojoHost shall impose written data protection terms on any sub-processor (which will be similar in substance, taking into account the nature of the Services that require that sub-processing by the sub-processor) that require the sub-processor to (a) Process any Customer Personal Data only to the extent necessary to provide the services for which it has been engaged by MojoHost; and (b) implement technical and organizational measures designed for the Processing by the sub-processor to meet the requirements of Applicable Data Protection Law. MojoHost remains responsible for any acts or omissions of a sub-processor that cause MojoHost to breach its obligations under this DPA.

### **3. Documented Customer Instructions.**

**3.1** The Customer Instructions constitute Customer's complete and final documented instructions regarding MojoHost's Processing of Customer Personal Data. MojoHost shall Process Customer Personal Data according to lawful Customer Instructions. Additional instructions outside the original scope of the Customer Instructions require a prior written agreement between the parties, including any additional fees payable by Customer to MojoHost for carrying out those instructions.

**3.2** Customer states that the Customer Instructions and Customer's use of the Services for Processing of Customer Personal Data will: (a) comply with privacy laws or regulations applicable to Customer Personal Data, including Applicable Data Protection Law; and (b) not cause MojoHost to violate Applicable Data Protection Law. Customer shall ensure that it has all necessary consents, notices, and other requirements in place to enable MojoHost's lawful Processing of the Customer Personal Data for the duration and purposes of this Agreement.

### **4. Cross-Border Transfers.**

**4.1** MojoHost shall not transfer any Customer Personal Data outside of a Prescribed Region unless it has taken steps to ensure Transfer Protections are in place. Depending on those Transfer Protections, Customer agrees that Customer Personal Data might be transferred to and Processed in countries where MojoHost or its sub-processors maintain facilities or personnel (which might be outside of the country or other jurisdiction in which Customer has chosen to store Customer Personal Data), as necessary for MojoHost to fulfill its obligations under the Agreement.

**4.2** Where MojoHost is Processing EU Personal Data or UK Personal Data outside of a Prescribed Region without alternative Transfer Protections, each party shall comply with the obligations set out in the Standard Contractual Clauses as though they were set out in full in this DPA. Exhibit 1 to this DPA sets out the details of the parties; Processing; Appendices to the UK Standard Contractual Clauses; Annexes to the EU Standard Contractual Clauses; and the applicable modules of the EU Standard Contractual Clauses (and the details to be specified in the applicable modules). Any third-party beneficiary rights set out in the Standard Contractual Clauses will be solely applicable to the Standard Contractual Clauses. The Standard Contractual Clauses are subject to the Agreement's rights, obligations, limitations, and exclusions of liability. If a conflict exists between the body of this DPA and the Standard Contractual Clauses, the Standard Contractual Clauses will prevail.

**4.3** Where a transfer is made under Transfer Protections to a region that later becomes a Prescribed Region, such that the Transfer Protections are no longer required under Applicable Data Protection Law, the relevant Transfer Protections will automatically expire.

**4.4** Where Applicable Data Protection Law contains any obligation on the data importer to notify the data exporter, MojoHost shall notify the Customer.

**4.5** MojoHost shall comply with the obligations of the data importer or sub-processor under Applicable Data Protection Law.

## **5. Security of Data Processing.**

**5.1** Customer remains the primary system and account administrator and is responsible for the integrity, security, maintenance, and appropriate protection of Customer Personal Data, including by: (a) selecting, buying, and properly configuring appropriate Services; (b) implementing adequate controls to maintain appropriate security, protection, and deletion of Customer Personal Data (which shall include encryption and logical access measures); (c) ensuring that MojoHost is not provided with any access to Customer Personal Data, except as otherwise explicitly set out in the Agreement; and (d) using the data integrity controls to allow Customer to restore the availability of Customer Personal Data in a timely manner (which shall include routine backups and archiving of Customer Personal Data in an environment separate from the Customer Configuration). MojoHost makes available several security controls that Customer may select.

**5.2** MojoHost shall implement technical and organizational measures appropriate to its Processing of Customer Personal Data and the risk of a Security Incident (regarding the state of technological development and cost of implementation). Those measures shall include, as appropriate:

(a) The pseudonymization and encryption of Customer Personal Data.

(b) The ability to ensure the ongoing confidentiality, integrity, availability, and resilience of Processing systems and services.

(c) The ability to timely restore availability and access to Customer Personal Data in the event of a physical or technical incident.

(d) A process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing.

(e) Those measures set out in the S&PP Terms.

**5.3** Customer is responsible for making an independent determination as to whether the technical and organizational measures meet Customer's requirements, including any of its security obligations under Applicable Data Protection Law. Customer acknowledges that the Services, the Customer Configuration, and the TOMs meet: (a) Customer's needs for Customer's security obligations under Applicable Data Protection Law; and (b) MojoHost's obligations under this section 5.

## **6. Privacy Impact Assessments, Prior Consultation, & Audit.**

**6.1 Privacy Impact Assessments & Prior Consultation.** MojoHost shall assist Customer with its data protection impact assessment and prior consultation obligations under Applicable Data Protection

Law by providing the reports provided under the S&PP Terms and information under any Customer Audit under section 6.2. If MojoHost believes or becomes aware that its Processing of Customer Personal Data is likely to result in a high risk to the data protection rights and freedoms of Data Subjects, it shall inform Customer and provide reasonable cooperation to Customer (at Customer's expense) with any data protection impact assessment that might be required under Applicable Data Protection Law.

**6.2 Audit.** The audit provisions in the Standard Contractual Clauses will be subject to this section 6.2. No more than once in any 12-month period for a maximum of three hours, and on not less than 30 days prior written notice from Customer, MojoHost will permit Customer to perform a Customer Audit. Customer Audits must only be conducted by Customer's internal or external auditors who have entered into a nondisclosure agreement with MojoHost. The parties shall mutually agree on the scope of the review before the date of the Customer Audit. The Customer Audit must avoid disrupting MojoHost operations and must be conducted strictly under MojoHost's security policies and procedures and industry best practices. The parties shall mutually agree on any findings or later remediations. Customer Audits must be limited in scope to the security of that part of the Customer Configuration Processing Customer Personal Data within MojoHost operated data centers, which are not covered by the Third-Party Audit Reports or SOC reports. Customer Audits exclude data related to other customers and Third-Party Services.

## **7. Security Incident Handling.**

**7.1 Notification.** MojoHost shall report to Customer any Security Incident of which MojoHost becomes aware, without undue delay and according to the notice provisions of the Agreement. MojoHost is not obligated to notify routine security alerts for the Customer Configuration (including pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing, or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers, or similar incidents), except as otherwise specifically set out as part of the Services in the Agreement. MojoHost's notification or assistance under this section 7 will not be interpreted as an admission of any fault or liability for any Security Incident.

**7.2 Assistance.** On request, MojoHost shall assist Customer with its notification obligations under Applicable Data Protection Law by promptly providing Customer with any information and documentation that MojoHost can disclose and that is relevant to a Security Incident regarding the Customer Configuration. MojoHost's assistance will be at Customer's expense, except where MojoHost's breach of its security obligations under the Agreement caused the Security Incident. MojoHost's remediation and mitigation obligations will be limited to Security Incidents arising from MojoHost's breach of its security obligations under the Agreement.

**8. Data Subject Rights.** Taking into account the nature of the Services, MojoHost offers Customer certain controls that Customer may elect to use to comply with its obligations to Data Subjects. Where MojoHost receives any requests directly from Customer's End-users exercising their Data Subject rights under Applicable Data Protection Law, MojoHost shall either ask End-users to make their requests to Customer or forward those requests to Customer. Customer is responsible for responding to those requests and has primary access rights to Customer Personal Data.

**9. Return or Deletion of Customer Data.** The Services provide Customer with controls that Customer may use to retrieve, correct, or delete Customer Personal Data before termination of the Agreement.

Customer instructs MojoHost to delete Customer Personal Data after termination of the Agreement; subject to any retention requirements inherent in the technical configuration of the Services selected by Customer or applicable to MojoHost by law or good industry practice.

**10. Modification Required by Law.** Despite anything to the contrary in the Agreement, MojoHost may amend this DPA as required to comply with Applicable Data Protection Law by publishing a revised DPA on MojoHost's website. All updates will be effective on the earlier of (a) 90 days after publication by MojoHost on its website; (b) the effective date by operation of the Agreement; or (c) the effective date as required to comply with Applicable Data Protection Law.

## Exhibit 1

**1. Details of Processing** (regardless of the application of Standard Contractual Clauses). As described in annex/appendix 1(b) below.

**2. For the EU Standard Contractual Clauses only**, the following provisions will apply:

**2.1 Module 2** of the EU Standard Contractual Clauses applies solely where Customer is the Controller and MojoHost is the Processor.

**2.2 Module 3** of the EU Standard Contractual Clauses applies solely where Customer is the Processor and MojoHost is the sub-processor.

**2.3 Clause 7** (docking clause) of the EU Standard Contractual Clauses will apply solely for Affiliates.

**2.4 Clause 9, Option 2** (general written authorization for sub-processors) of the EU Standard Contractual Clauses applies, and the parties agree that the period for informing the data exporter of any changes to its list of sub-processors will be seven days.

**2.5 Clause 17** (governing law) of the EU Standard Contractual Clauses: despite anything to the contrary in the Agreement and unless otherwise required by law, Netherlands law governs the EU Standard Contractual Clauses (only).

**2.6 Clause 18** (choice of forum and jurisdiction) of the EU Standard Contractual Clauses: despite anything to the contrary in the Agreement and unless otherwise required by law, any dispute arising from the EU Standard Contractual Clauses will be subject to the jurisdiction of and resolved by the courts of the Netherlands.

**3. For the EU Standard Contractual Clauses and the UK Standard Contractual Clauses**, the following provisions will apply as indicated:

**3.1 Annex/Appendix 1** (of the Standard Contractual Clauses).

**(a) List of Parties.**

<b>Data Exporter(s)</b>	Customer
Address	The address Customer designates on Customer's account
Contact person	The individual(s) Customer designates as contact(s) on Customer's account
Activities relevant to the data transferred under the clauses	The receipt of Services provided on or for MojoHost as provided for in the Agreement
Signature and date	Customer's acceptance and date of acceptance of the Service Order constitutes signature and date here
Role	Controller or Processor

<b>Data Importer(s)</b>	Easy Online Solutions, Ltd. d/b/a MojoHost
Address	21671 Melrose Ave., Southfield, MI 48075, USA
Contact person	Chief Privacy Officer, <a href="mailto:privacy@mojohost.com">privacy@mojohost.com</a>
Activities relevant to the data transferred under the clauses	The receipt of Services provided on or for MojoHost as provided for in the Agreement
Signature and date	MojoHost's acceptance and date of acceptance of the Service Order constitutes signature and date here
Role	Processor or sub-processor

**(b) Description of Transfer.**

Categories of Data Subjects whose personal data is transferred	The Data Subjects may include Customer's customers, employees, suppliers, and End-users
Categories of personal data transferred by Customer or any End-user	Customer Personal Data
Sensitive data transferred (if applicable) and applied restrictions or safeguards	Not applicable
The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis) (EU Standard Contractual Clauses only)	Continuously, the frequency of which is determined by Customer
Nature of the processing/processing operations	The provision of Services to Customer
Purpose(s) of the data transfer and further processing (EU Standard Contractual Clauses only)	The purpose of the Processing is providing the Services to Customer and resolving any technical issues provided for in the Agreement
The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period (EU Standard Contractual Clauses only)	Until the termination of the Agreement, unless MojoHost and Customer otherwise agree in writing
For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing	The nature and purpose of the Processing by sub-processors is providing the Services to Customer, as provided for in the Agreement; and the duration is until the termination of the Agreement

**(c) Competent Supervisory Authority** (EU Standard Contractual Clauses only). Dutch Data



Protection Authority (Autoriteit Persoonsgegevens).

**3.2 Annex/Appendix 2** (of the Standard Contractual Clauses).

**Technical and Organizational Measures.** MojoHost is responsible for the technical and organizational measures set out in the Agreement, including the S&PP Terms and the TOMs. Customer is responsible for implementing and maintaining privacy protections and security measures set out in the Agreement, including for components that Customer provides or controls.