Dude Solutions™

SUBSCRIBER DATA PROCESSING ADDENDUM

This Data Processing Agreement ("**DPA**") Subscriber forms part of, and is subject to, the Master Subscription Agreement or other written or electronic terms of service or subscription agreement between Dude Solutions, Inc. or its Affiliate that is party to such agreement **("DSI")** and the **Subscriber** defined thereunder together with all Subscriber Affiliates who are signatories on an Order Form for their own Service pursuant to such Agreement (such agreement, the "**Agreement**"). This DPA shall be effected on the effective date of the Agreement unless this DPA is separately executed in which case it is effective on the date of the last signature ("**Effective Date**").

WHEREAS

(A) Subscriber acts as a Data Subscriber. DSI offers a suite of Software-as-Service (SaaS) applications, products and services provided as DSI-hosted, cloud Service.

(B) Subscriber wishes to contract certain Services, which may include processing of Subscriber's Personal Data to DSI.

(C) The parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

(D) The Parties agree to comply with the following provisions with respect to Personal Data, each acting reasonably and in good faith.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation. All capitalized terms not defined herein shall have the meaning set forth in the Agreement. In the event of a conflict between the terms and conditions of this Agreement and the Agreement, the terms and conditions of this Agreement shall supersede and control. Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall have the following meaning:

    1.1. "Authorized Employee" means an employee of DSI who has a need to know or otherwise access Personal Data to enable DSI to perform its obligations under this DPA or the Agreement;
    1.2. "Authorized Individual" means an Authorized Employee or Subprocessor.
    1.3. "Data Privacy Laws" means EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("GDPR") and the U.K. Data Protection Act 2018 and the United Kingdom General Data Protection Act ("UK GDPR"), or to the extent applicable, the data protection or privacy laws of any other country designed to replace the foregoing and having equivalent effect;
    1.4. "EEA" means the European Economic Area, including the European Union, Iceland, Lichtenstein and Norway;
    1.5. "Instructions" means the directions, either in writing, in any form or medium, or by using a software or tool, issued by Subscriber to DSI.
    1.6. "Personal Data" means any Personal Data (i) of Data Subjects in the EEA or the United Kingdom or (ii) held by Subscriber if the Subscriber is in the EEA or United Kingdom Processed by DSI or any Subprocessor on behalf of Subscriber pursuant to the Agreement. For avoidance of doubt, De-Identified Data or otherwise aggregated or anonymized data is not Personal Data.
    1.7. "Service" shall have the meaning set forth in the Agreement.
    1.8. "Standard Contractual Clauses" means the Agreement executed by and between Subscriber and DSI and attached hereto as Schedule A pursuant to the European Commission's decision (C(2010)593) of February 5, 2010 on

standard contractual clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of protection.

  1.9.   "Subprocessor" means an authorized third-party appointed by or on behalf of DSI to Process Personal Data;

  1.10. The terms, "Commission", "Subscriber", "Data Subject", "Member State", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR, and their associated terms shall be construed accordingly.

2. Subscriber Processing of Personal Data

  2.1. Subscriber shall, at all times Process Personal Data, and provide instructions for the Processing of Personal Data in compliance with the Data Privacy Laws. Subscriber shall ensure that its Instructions comply with all laws, rules and regulations applicable in relation to the Personal Data and that the Processing of Personal Data in accordance with Subscriber's Instructions will not cause DSI to be in breach of the Data Privacy Laws. Subscriber is solely responsible for the accuracy, quality and legality of (i) Personal Data provided to DSI by or on behalf of Subscriber, (ii) the means by which Subscriber acquired any such personal Data, and (iii) the Instructions it provides to DSI regarding the Processing of such Personal Data. Subscriber shall not provide or make available to DSI any Personal Data in violation of the Agreement or which is otherwise inappropriate for the nature of the Service, and shall indemnify DSI from all claims and losses in connection therewith.

  2.2. DSI shall process Personal Data only (i) for purposes set forth in the Agreement, (ii) in accordance with the terms and conditions set forth in this DPA and any other documented Instructions provided by Subscriber, and (iii) in compliance with the Directive and the GDPR. Subscriber hereby instructs DSI to Process Personal Data in accordance with the foregoing and as part of any Processing initiated by Subscriber in its use of Service.

3. Data Processing Detail

  3.1. Data Subjects. Subscriber may transfer Personal Data to DSI, the extent of which is determined in Subscriber's sole discretion, and which may include Personal Data relating to: the following categories of Data Subjects: (i) the Subscriber's Authorized individuals, employees, contractors or other Representatives, and (ii) Subscriber's end users/customers..

  3.2. Categories of Data. The Subscriber may transfer the following types ofPersonal Data for the purposes set out in this DPA:

     3.2.1. identification and contact data (e.g. name, address, GPS location, contact details);

     3.2.2. general organizational data (such as your department, job title, area of responsibility);

     3.2.3. IT data (IP addresses, passwords, access rights, cookies data and usage data);

     3.2.4. special categories of personal data (including, for example, data concerning health); and

     3.2.5. other information voluntarily disclosed by Subscriber.

  3.3. Nature, Subject Matter, and Purpose of Processing. DSI processes Subscriber Personal Data only for the performance of Service pursuant to the Agreement.

  3.4. Duration of Processing. The duration of the Processing shall be for the Term of the Agreement. Following Termination, DSI may return or delete the Personal Data in accordance with the Agreement except as required to be retained by the laws of the EEA member states.

4. Authorized Employees

  4.1. DSI shall use commercially reasonable measures to ensure the reliability and training of any employee, agent or contractor of any Authorized Employee who may access the Personal Data. DSI shall ensure that Authorized Employees are aware of the Confidential Information nature of the Personal Data and are bound by confidentiality agreements to DSI, during and after their engagement with DSI. DSI shall use commercial reasonable measures to limit access to Personal Data to only Authorized Individuals.

5. Subprocessor

  5.1. Subscriber acknowledges and agrees that DSI may (1) engage the Subprocessors listed in Schedule B to this Agreement to access and Process Personal Data in connection with the Service and (2) continue to use those Subprocessors already engaged at the date of this Agreement, subject to DSI's compliance with the obligations herein.

5.2. DSI shall ensure that all Subprocessors have executed confidentiality agreements that prevent them from disclosing or otherwise Processing any Personal Data both during and after their engagement by DSI.

5.3. DSI shall ensure that each Subprocessor is governed by a written contract that imposes data protection obligations at least as protective as this Agreement.

5.4. If Subscriber has entered into Standard Contractual Clauses as described in Section 6 (Transfers of Personal Data), the above authorizations will constitute Subscriber's prior written consent to the subcontracting by DSI of the processing of Personal Data if such consent is required under the Standard Contractual Clauses.

6. Security

6.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, DSI shall maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk of Processing Personal Data.

6.2. Adherence to an approved certification mechanism will be sufficient to demonstrate DSI's (or Subprocessors') compliance with its security obligations under this Agreement.

7. Transfers of Personal Data

7.1. If DSI transfers Personal Data outside of the EEA or the United Kingdom to any countries, DSI makes that transfer pursuant to the Standard Contractual Clauses set forth in Schedule B to this Agreement.

8. Data Subject Rights

8.1. DSI shall, to the extent permitted by law, promptly notify Subscriber upon receipt of a request by a Data Subject to exercise the Data Subject's right of: access, rectification, erasure, data portability, restriction or cessation of Processing, withdrawal of consent to Processing, and/or objection to being subject to Processing that constitutes automated decision-making (herein referred as "Data Subject Requests"). If DSI receives a Data Subject Request in relation to Subscriber's data, DSI will advise the Data Subject to submit their request to Subscriber and Subscriber will be responsible for responding to such request, including, where necessary, by using the functionality of the Service.

8.2. DSI shall, at the request of the Subscriber, and taking into account the nature of the Processing applicable to any Data Subject Request, apply appropriate technical and organizational measures to assist Subscriber in complying with Subscriber's obligation to respond to such Data Subject Request and/or in demonstrating such compliance, where possible, provided that (i) Subscriber is itself unable to respond without DSI's assistance and (ii) DSI is able to do so in accordance with all applicable laws, rules, and regulations. Subscriber shall be responsible to the extent legally permitted for any costs and expenses arising from any such assistance by DSI.

9. Actions and Access Requests

9.1. DSI shall provide Subscriber with reasonable cooperation and assistance, where Subscriber must comply with its obligations under the GDPR, conduct a data protection impact assessment and/or to demonstrate such compliance, provided that Subscriber does not otherwise have access to the relevant information. To the extent legally permitted, Subscriber shall be responsible for any costs and expenses arising from any DSI assistance.

9.2. DSI shall provide Subscriber with reasonable cooperation and assistance with respect to Subscriber's cooperation and/or prior consultation with any Supervisory Authority, where necessary and required by the GDPR.

9.3. To the extent legally permitted, Subscriber shall be responsible for any costs and expenses arising from any DSI assistance.

10. Audit Rights

10.1.   DSI shall maintain records sufficient to demonstrate its compliance with its obligations under this Agreement.

10.2.   If Subscriber reasonably considers that information made available pursuant to Section 9.1 is insufficient to demonstrate compliance with this Agreement, DSI will allow an audit by Subscriber (or auditors appointed) in relation to DSI's processing of Employee Personal Data. Any such audit will be carried out remotely (unless otherwise agreed by the Parties or expressly required by a Supervisory Authority) and in accordance with DSI's

reasonable security requirements. All results of the audit shall be subject to the confidentiality obligations of the parties under the Agreement and the applicable Data Privacy Law.

11. Personal Data Breach
    11.1.   DSI shall notify Subscriber, without undue delay upon DSI's confirmation of any Personal Data Breach affecting Employee Personal Data.
    11.2.   DSI shall provide Subscriber with information regarding such Personal Data Breach as required by the applicable Data Privacy Laws or as otherwise reasonably requested by Subscriber to enable Subscriber to comply with its obligations under the Data Privacy Laws.
    11.3.   DSI shall use commercially reasonable efforts to: (i) identify the cause of such Personal Data Breach, and (ii) remediate the cause of such Personal Data Breach within DSI's systems, to the extent such remediation is within DSI's reasonable control.
    11.4.   The obligations described in Sections 11.2 and 11.3 shall not apply in the event that a Personal Data Breach results from the actions or omissions of Subscriber.

12. Limitation of Liability
    12.1.   The total liability of each of Subscriber and DSI (and their respective employees, directors, officers, affiliates, successors, and assigns), arising out of or related to this Agreement, whether in contract, tort, or other theory of liability, shall not, when taken together in the aggregate, exceed the limitation of liability set forth in the Agreement.

IN WITNESS WHEREOF, the Subscriber and DSI have executed this Agreement as of the Effective Date:

Dude Solutions, Inc. (and its Affiliates, "DSI")   _____ ("Subscriber")

Signed: _Kelly Caputo_
C3C10791979F48A...

Name: Kelly Caputo

Title: General Counsel

Date: 8/17/2021 | 8:44:06 PM PDT

Email: corpsec@dudesolutions.com

Tel.: 877-868-3833

Signed: _____

Name: _____

Title: _____

Date: _____

Email: _____

Tel: _____

SCHEDULE A: Standard Contract Clauses

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.

Subscriber, as the data exporter, and DSI, as 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 (1);

(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 sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor 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.

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

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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 sub-processor 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 sub-processor 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 sub-processor 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 sub-processing 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 sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor 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).

<div align="center">Clause 5 - Obligations of the data importer</div>

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;

(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 sub-processing, 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 sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;

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(j) to send promptly a copy of any sub-processor 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 sub-processor 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 sub-processor 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 of 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 sub-processor 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 sub-processor 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 sub-processor agrees that the data subject may issue a claim against the data sub-processor 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 sub-processor 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 sub-processor, 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 sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

<u>Clause 9 - Governing law</u>

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

<u>Clause 10 - Variation of the contract</u>

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.

<u>Clause 11 - Sub-processing</u>

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 sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses[1]. Where the sub-processor 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 sub-processor's obligations under such agreement.

2. The prior written contract between the data importer and the sub-processor 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 sub-processor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for sub-processing 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.

4. The data exporter shall keep a list of sub-processing 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.

<u>Clause 12 - Obligation after the termination of personal data-processing services</u>

1. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor 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 sub-processor 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.

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[1] This requirement may be satisfied by the sub-processor co-signing the contract entered into between the data exporter and the data importer.

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APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Standard Contract Clauses.

Data Exporter: The data exporter is the Subscriber in the DPA and Agreement.

Data Importer:The data importer is Dude Solutions, Inc. and its Affiliates ("DSI"), who offers a suite of Software-as-a-Service applications, products and services provided as DSI-hosted cloud Service.

Data subjects
Data Subjects are Subscriber's Authorized Users, including individuals, employees, contracts or other Representatives and Subscriber's end users/customers. .

Categories of data
Data Exporter may submit :
a)   identification and contact data (e.g. name, address, GPS location, contact details);
b)   general organizational data (such as your department, job title, area of responsibility);
c)   IT data (IP addresses, passwords, access rights, cookies data and usage data);
d)   special categories of personal data (including, for example, data concerning health); and
e)   other information voluntarily disclosed by Subscriber.
Processing operations
Personal Data may be Processed for the following purposes: (1) to provide the Service, (2) to meet DSI's service level commitments and provide technical support, and (3) otherwise to fulfill the obligations set out in the Agreement.

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the signed Standard Contract Clauses.

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c)as set forth at: https://www.dudesolutions.com/terms

SCHEDULE B: Subprocessors

DSI uses its Affiliates, certain platform subprocessors, infrastructure suppliers and other third party business partners to provide Service to its Subscribers.

The complete list of Subprocessors is set forth at: https://www.dudesolutions.com/privacy

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