

**DATA PROCESSING ADDENDUM
(KASEYA AS PROCESSOR)**

DEFINITIONS

“**Agreement**” means the Kaseya Master Agreement accessible here, or such other agreement that Customer entered into with Kaseya pursuant to which Kaseya provides you with goods and/or services.

“**Customer Personal Data**” means any personal data that is subject to the Regulation processed by Kaseya on behalf of the Customer under the Agreement.

“**Data Protection Laws**” means the Regulation, any successor thereto, and any applicable law or regulation relating to the data protection or privacy of individuals in the countries that Kaseya does business in.

“**Kaseya**” means Kaseya US, LLC if Customer is within the United States, or if Customer is outside of the United States, the affiliate of Kaseya US, LLC, with which Customer entered into the Agreement.

“**Processor**”, “**Data Subject**”, and “**Controller**” are as defined in the Regulation.

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

“**Regulator**” means the data protection supervisory authority which has jurisdiction over the Controller's or the Processor's processing of Personal Data.

DATA PROTECTION

- 1.1 ITM8 (“Customer”) shall be the Processor and **Kaseya** (“**Service Provider**”) shall be the Processor regarding any Personal Data processed by Service Provider on Customer's behalf under the Agreement.
- 1.2 Customer represents and warrants that the processing to be undertaken pursuant to this Agreement is consistent with the principles for personal data processing set forth in Art. 5 of the Regulation, including that the Customer has a lawful basis for any processing activities it directs Service Provider to undertake, and has provided appropriate notification to data subjects.
- 1.3 In respect of Customer Personal Data, Service Provider shall: (i) act only on Customer's written instructions; (ii) not process Customer Personal Data for any purpose other than in connection with the provision of the applicable Software and Services and performance of the obligations under the Agreement; (iii) notify Customer promptly if: (a) it receives a legally binding request for disclosure of Customer Personal Data by a law enforcement authority unless otherwise prohibited; (b) it is of the opinion that an instruction from Customer violates applicable European Union or Member State law, unless it is legally prohibited from notifying Customer on important grounds of public interest.
- 1.4 Service Provider shall: (i) ensure that all Service Provider personnel who have access to Customer Personal Data are bound by the duty of confidentiality; (ii) ensure that Service Provider personnel do not process Customer Personal Data except on instructions from Customer, unless they are required to do so by European Union or Member State law; (iii) provide training to Service Provider personnel regarding this Addendum.

- 1.5 Service Provider shall: (i) not disclose Customer Personal Data to any of its personnel or any third party except as necessary to perform the Services, to comply with European Union or Member State law to which it is subject, or with Customer's prior written consent; (ii) implement and maintain technical and organisational measures to protect Customer Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, access or processing in accordance with Article 32 of the Regulation; (iii) provide reasonable assistance to Customer in implementing its own technical and organisational measures.
- 1.6 Service Provider shall without undue delay notify Customer in writing of any Personal Data Breach (as such term is defined in the Regulation). Service Provider will provide all reasonable assistance to Customer regarding any Personal Data Breach. Service Provider will also provide all reasonable assistance to Customer in relation to its obligations to notify Regulators and affected Data Subjects.
- 1.7 Service Provider shall have in place appropriate measures to assist Customer in complying with its obligations to respond to requests for exercising Data Subjects' rights under the Regulation. Service Provider shall notify Customer of any request made by a Data Subject to exercise any Data Subject right under the Regulation ("**Data Subject Request**") and shall cooperate with Customer to execute its obligations under the Regulation in relation to such Data Subject Requests.
- 1.8 Service Provider shall provide such co-operation as necessary to enable Customer to verify Service Provider's compliance with the Regulation. Such co-operation may include helping Customer to carry out audits of Service Provider's data processing operations, such as by permitting Customer or its authorised auditors or Regulators to inspect those operations.
- 1.9 Service Provider shall assist Customer in complying with any obligations under the Data Protection Laws, including obligations to investigate, remediate and provide information to Regulators or Data Subjects about Personal Data Breaches without undue delay, to carry out data privacy impact assessments and to consult with Regulators regarding processing which is the subject of a data privacy impact assessment.
- 1.10 No Customer Personal Data processed within the European Economic Area by Service Provider pursuant to this Agreement shall be exported outside the European Economic Area without the prior written permission of Customer. Where that permission is given, it shall be conditional on any export being carried out on the terms of the Standard Contractual Clauses for the Transfer of Personal Data to Processors Established in Third Countries approved by the European Commission's Decision (EU) 2021/914 of 4 June 2021, whose Appendices 1 and 2 are exhibited in this Agreement (the "**Clauses**"). The Clauses are hereby incorporated by reference and will be binding on the parties. In case of conflict between the Agreement and the Clauses, the Clauses shall prevail.
- 1.11 Customer hereby authorizes Service Provider to subcontract the processing of Customer Personal Data, so long as Service Provider: (i) ensures that it has a written contract (the "**Processing Contract**") in place with the relevant subprocessor which meets the requirements of Data Protection Laws and which imposes on the subprocessor the same obligations in respect of processing of Customer Personal Data as are imposed on Service Provider under this Agreement; and (ii) remains liable to Customer for acts or omissions of the subprocessor under the Processing Contract. From time to time, and for any reason, Service Provider may add or replace subprocessors ("**Subprocessor Change**"). Service Provider shall notify Customer of a Subprocessor Change ("**Change Notice**"). Customer shall have thirty (30) days from receipt of the Change Notice to object, in writing to Service Provider, to the Subprocessor Change ("**Customer Objection**"). The Customer Objection must specifically describe Customer's objection(s) to the Subprocessor Change. If in Service Provider's discretion, Customer fails to provide specific reasons for its objections in its Customer Objection or Customer's stated objections are insufficient under then-existing law or regulation, then Service Provider shall be permitted to proceed with the Subprocessor Change. Customer acknowledges and agrees that if

Service Provider is unable to proceed with a Subprocessor Change due to the Client's Objection, then Service Provider may, in its discretion, (i) modify its proposed Subprocessor Change to accommodate the Customer Objection and proceed with the Subprocessor Change as modified; (ii) terminate the applicable services agreement (and proceed under the applicable termination procedures in the services agreement); or (iii) unilaterally modify the fees under the applicable services agreement to accommodate the Customer Objection.

1.12 Service Provider shall delete or return Customer Personal Data to Customer after the end of the provision of the Services, save where it is required to retain such data for compliance with applicable European Union or Member State law.

Acknowledged and Agreed:

Kaseya

By: Sepedeh Tofigh
(Authorized Signature)

Name: Sepedeh Tofigh
(Print or Type)

Title: Chief Legal Officer

Date: 07 April 2025

ITM8

By: Bo D. Hansen
(Authorized Signature)

Name: Bo Duholm Hansen
(Print or Type)

Title: Compliance manager

ANNEX I

LIST OF SUB-PROCESSORS

The customer has authorized the use of the following sub-processors:

Name	Location(s)	Description of Processing
Access Alto	UK; US (New Jersey, NJ; Denver, CO; Reston, VA); Ireland; Toronto, CA, Frankfurt, DE	Hosting and Colocation services
Access Alto, provided by Equinix, Inc.	Canada, Ireland, UK	Hosting and Colocation services
Aligned Energy	US (Utah)	Hosting and Colocation services
Allied Energy	US (Utah)	Hosting and Colocation services
Amazon Web Services	US (East & West), Ireland, Australia, Canada	Hosting and Colocation services
Atlassian	US	Ticketing
OpenAI	Worldwide	SaaS Services
CloudAMQP	US, UK, Australia, Canada, Singapore, Germany	SaaS Services
Cloudflare, Inc	Worldwide	SaaS and Network services
Cologix	Montreal, CA	Hosting and Colocation services
Coresite	US (San Jose, CA)	Hosting and Colocation services
Cyxtera	Slough, UK	Hosting and Colocation services
Databank	Atlanta, GA; Centennial, CO	Hosting and Colocation services
EdgeConneX	Munich, Germany	Hosting and Colocation services
Equinix	Calgary, CA; Sydney, AU; UK (Slough, London); Singapore; US (Ashburn, VA)	Hosting and Colocation services
eStructure	Toronto, CA	Hosting and Colocation services
Faction Inc.	US (Colorado, Virginia)	Hosting and Collocation services
Faction Inc., provided by Equinix, Inc.	Germany	Hosting and Collocation services
GlobalConnect	Glostrup, DK; Taastrup, DK	Hosting and Collocation services
Greenbush Associates	US (East Greenbush, NY)	Hosting and Collocation services
IBM Enterprise and Technology Security	Australia, Germany, UK	Hosting and Colocation services
Kaseya US LLC	US	Support & Operations
Macquarie	Sydney, AU	Hosting and Colocation services
Microsoft Azure	US (US West), UK, Australia, Canada, Singapore, Germany	Hosting and Colocation services
Monday.com	US	Internal Ticketing
NetSuite	US (NA West)	Billing and Financial reporting

NextDC	Melbourne, AU	Hosting and Colocation services
Nianet/GlobalConnect	Glostrup, DK	Hosting and Colocation services
Noris Network	Munich, Germany	Colocation services
Noris Network, AG	Germany	Hosting and Colocation services
OneTrust	US (Azure)	Data Privacy Request System
Salesforce	US (Phoenix, USA / Washington DC, USA)	Sales CRM
Salesforce-Heroku	US (AWS US East); Ireland (AWS EU-Ireland)	SaaS Provider
Snowflake	US (AWS US East); Ireland (AWS EU-Ireland)	SaaS Provider
Sungard	US (Philadelphia, PA); Woking, UK	Hosting and Colocation services
SunGard Availability Services	Pennsylvania, US; Woking UK	Hosting and Colocation services
Tierpoint	US (New York, NY; Pennsylvania)	Hosting and Colocation services
Verne Global	Reykjavik, IS	Hosting and Colocation services
WalkMe	US	User Experience & Communication
Zendesk	US (AWS)	Support tickets