

Data Processing Agreement

This Data Processing Agreement ("DPA") forms an integral part of, and is subject to the Connecteam Terms of Service ("Terms"), entered into by and between you, the customer ("Customer" or "Controller"), and Mobilesson Ltd. d/b/a Connecteam ("Connecteam" or "Processor"). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Terms.

Background

In order to provide Customer with the Platform, App, and Services, Connecteam is required to Process certain Personal Data of Customer's Employees on behalf of Customer. The parties therefore wish to set out the mutual agreements with respect to Connecteam's Processing of such Personal Data and agree as follows:

1. **Definitions.** The following terms shall have the meanings set forth below:
 - 1.1. **"Applicable Law"** means Regulation 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) ("**GDPR**") and laws implementing or supplementing the GDPR.
 - 1.2. **"Customer Personal Data"** means any Personal Data Processed by Connecteam on behalf of Customer pursuant to or in connection with the Terms;
 - 1.3. **"Data Protection Laws"** means Applicable Law and, as applicable, data protection or privacy laws of any other applicable country where the Services are provided;
 - 1.4. **"Sub Processor"** means any person (excluding an employee of Connecteam) appointed by or on behalf of Connecteam to Process Customer Personal Data on behalf of Connecteam in connection with the Terms; and
 - 1.5. The terms "**Controller**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**Processor**", "**Processing**" and "**Supervisory Authority**" shall have the meanings ascribed to them in the GDPR.
2. **Processing of Customer Personal Data.**
 - 2.1. Connecteam shall Process Customer Personal Data on Customer's behalf and at Customer's instructions as specified in the Terms and in this DPA, including without limitation with regard to transfers of Customer Personal Data to a third country or international organization. Any other Processing shall be permitted only in the event that such Processing is required by any Data Protection Laws to which Connecteam is subject. In such event, Connecteam shall, unless prohibited by such Data Protection Laws on important grounds of public interest, inform Customer of that requirement before engaging in such Processing.

- 2.2. Customer instructs Connecteam (and authorizes Connecteam to instruct each Sub Processor) (i) to Process Customer Personal Data for the provision of the Platform, Apps, and Services, as detailed in the Terms and as otherwise set forth in the Terms and in this DPA, and/or as otherwise directed by Customer; and (ii) to transfer Customer Personal Data to any country or territory as reasonably necessary for the provision of the Services and in accordance with Applicable Law.
 - 2.3. The details of the Processing of Customer Personal Data, as required by Article 28(3) of the GDPR are set forth in **Schedule 1** attached hereto.
3. **Controller.** Customer represents and warrants that it has and shall maintain throughout the term of the Terms and this DPA, all necessary rights to provide the Customer Personal Data to Connecteam for the Processing to be performed in relation to the Services and in accordance with the Terms and this DPA. To the extent required by Data Protection Laws, Customer is responsible for obtaining any necessary Data Subject consents to the Processing, and for ensuring that a record of such consents is maintained throughout the term of the Terms and this DPA and/or as otherwise required under Data Protection Laws.
4. **Connecteam Employees.** Connecteam shall take reasonable steps to ensure that access to Customer Personal Data is limited on a need to know and/or access basis and that all Connecteam employees receiving such access are subject to undertakings or professional or statutory obligations of confidentiality in connection with the Customer Personal Data.
5. **Security.** Connecteam shall implement appropriate technical and organizational measures to ensure an appropriate level of security of the Customer Personal Data, including, as appropriate and applicable, the measures referred to in Article 32(1) of the GDPR. In assessing the appropriate level of security, Connecteam shall take into account the risks presented by the nature of the Processing and the information available to Connecteam.
6. **Personal Data Breach.** Connecteam shall notify Customer without undue delay and, where feasible, not later than within 72 hours upon becoming aware of a Personal Data Breach affecting Customer Personal Data. In such event, Connecteam shall provide Customer with reasonable and available information to assist Customer in meeting any obligations to inform Data Subjects or Supervisory Authorities of the Personal Data Breach. Connecteam shall reasonably cooperate with Customer and take such commercially reasonable steps as are agreed by the parties or required under Applicable Law to assist in the investigation, mitigation, and remediation of a Personal Data Breach.
7. **Sub Processing.**
 - 7.1. Customer authorizes Connecteam to appoint (and permits each Sub Processor appointed in accordance with this Section 7 to appoint) Sub Processors in accordance with this Section 7
 - 7.2. Connecteam may continue to use those Sub Processors already engaged by Connecteam and listed at <https://connecteam.com/subprocessors>.
 - 7.3. Connecteam may appoint new Sub Processors and shall give notice of any such

appointment to Customer by updating the list available at <https://connecteam.com/subprocessors>. Customer may reasonably object to a proposed appointment of a Sub Processor by providing a written objection to dpo@connecteam.com within seven (7) days of such notice (the “**Objection Period**”). In the event Customer reasonably objects to such appointment of a Sub-processor, as set forth above, Customer may, as a sole remedy, terminate the applicable Terms and this DPA (and stop using the Services/Platform/App) by providing written notice to Processor within the Objection Period; It being clarified that (i) all amounts outstanding under the applicable Terms prior to the applicable termination shall be duly paid, and (ii) Customer will have no further claims against Processor due to (a) past use of approved Sub-processors prior to the date of objection or (b) the termination of the Terms (including, inter alia, any refunds) and the DPA in the situation described in this section.

- 7.4. Connecteam shall ensure that the arrangement between Connecteam and each Sub Processor is governed by a written contract, including terms that offer a materially similar level of protection for Customer Personal Data as those set out in this DPA and meet the requirements of Applicable Law. Connecteam shall remain fully liable to the Customer for the performance of any Sub Processor's obligations.
8. **Data Subject Rights.** Customer shall be solely responsible for compliance with any statutory obligations concerning requests to exercise Data Subject rights under Data Protection Laws (e.g., for access, rectification, deletion of Customer Personal Data, etc.). Connecteam shall, at Customer's sole expense, use commercially reasonable efforts to assist Customer in fulfilling Customer's obligations with respect to such Data Subject requests, as required under Data Protection Laws. If Connecteam receives a Data Subject in respect of Customer Personal Data, Connecteam shall promptly notify Customer of such request and shall not respond to such request except on the written instructions of Customer or as required by Data Protection Laws, in which case Connecteam shall, to the extent permitted, inform Customer of such legal requirement prior to responding to the request.
9. **Data Protection Impact Assessment and Prior Consultation.** At Customer's request and expense, Connecteam shall provide reasonable assistance to Customer with any data protection impact assessments or prior consultations with Supervisory Authorities or other data privacy authorities in connection with Customer Personal Data.
10. **Deletion or Return of Customer Personal Data.** Connecteam shall, within 60 days of the date of cessation of provision of the Services to Customer, delete, return, or anonymize all copies of such Customer Personal Data, provided however that Connecteam may retain Customer Personal Data, as permitted by applicable law.
11. **Audit Rights.**
 - 11.1. Subject to this Section 11, Connecteam shall make available to an auditor mandated by Customer such information reasonably necessary to demonstrate compliance with this DPA and shall allow for audits, including inspections, by such reputable auditor mandated by the Customer in relation to the Processing of the Customer Personal Data by Connecteam, provided that such third-party auditor

shall be subject to confidentiality obligations.

- 11.2. Any audit or inspection shall be at Customer's sole expense, and subject to Connecteam's reasonable security policies and obligations to third parties, and shall be conducted following prior coordination with Connecteam. The results of any audit or inspection shall be considered the confidential information of Connecteam and shall be treated with the same degree of care as Customer affords its own confidential information.
 - 11.3. Customer and any auditor on its behalf shall use best efforts to minimize or avoid causing any damage, injury or disruption to Connecteam's premises, equipment, employees, and business and shall not interfere with the Connecteam's day-to-day operations. The parties shall agree upon the scope, timing and duration of the audit or inspection and the reimbursement rate, for which Customer shall be responsible.
 - 11.4. Connecteam is not required to give access to its premises for the purposes of such an audit or inspection (i) to any individual, unless he or she produces reasonable evidence of identity and authority; (ii) if Connecteam was not given a prior written notice of such audit or inspection; (iii) outside of normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis; or (iii) for the purposes of more than one audit or inspection in any calendar year, except where Customer reasonably considers it necessary because of genuine concern as to Connecteam's compliance with this DPA or where Customer is required to do so under Applicable Law.
12. **Indemnity.** Customer shall indemnify and hold Connecteam harmless against all claims, actions, third party claims, losses, damages and expenses incurred by Connecteam and arising directly or indirectly out of or in connection with a breach of this DPA and/or the Data Protection Laws by Customer. Each party's liability toward the other party shall be subject to the limitations on liability under the Terms.
 13. **General Terms.**
 - 13.1. Governing Law and Jurisdiction. The parties hereby submit to the choice of jurisdiction stipulated in the Terms with respect to any disputes or claims under this DPA. This DPA is governed by the laws of the country or territory stipulated for this purpose in the Terms.
 - 13.2. Order of Precedence. This DPA does not in any way limit or derogate from Customer's obligations and liabilities towards Connecteam under the Terms and/or pursuant to Data Protection Laws or any law applicable to Customer. In the event of inconsistencies between the provisions of this DPA and any other agreements between the parties, including the Terms, the provisions of this DPA shall prevail.
 - 13.3. Severance. Should any provision of this DPA be held invalid or unenforceable, the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be amended as needed to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible. If this is not possible,

it shall be construed as if the invalid or unenforceable part had never been included.

Schedule 1: Details of Processing of Customer Personal Data

This **Schedule 1** includes certain details of the Processing of Customer Personal Data as required by Article 28(3) GDPR.

Subject matter and duration of the Processing of Customer Personal Data.

Connecteam shall process the Customer Personal Data for the purpose of provision of Services to the Customer as described in the Terms, in Connecteam's Privacy Notice, available at <https://connecteam.com/privacy/> ("**Privacy Notice**"), and this DPA.

The nature and purpose of the Processing of Customer Personal Data:

Providing the Platform, and App and rendering Services to the Customer, as detailed in the Terms and the Privacy Notice.

The types of Customer Personal Data to be Processed are as follows:

As detailed in the Section 1.3 of the Privacy Notice entitled "Employees", namely registration data, data collected automatically, materials uploaded by Employees, and geo-location.

The categories of Data Subject to whom the Customer Personal Data relates to are as follows:

Data Subjects who are Customer's Employees who use Customer's dedicated App on Connecteam's Platform.

The obligations and rights of Controller.

The obligations and rights of Customer are set out in the Terms and this DPA.