4201 Wilson Blvd, Suite 504
North Tower,
Arlington, VA 22203
703-442-5500
www.gtt.net

CLIENT DATA PROCESSING AGREEMENT

This Data Processing Agreement (the "DPA") forms part of the Master Services Agreement or other contractual agreement, including the respective service schedule(s) (**"Service Schedule(s)"**), and service order form(s) (**"Service Order Form(s)"**), incorporated by reference therein, and/or attached thereto, for the provision of services from GTT to the client (collectively the "**Terms**"), and is entered into between the Client and GTT as identified on the MSA and shall be effective as of the effective date of the MSA.

GTT and the client, each referred to as a "**party**" and together "**the parties**".

Client has engaged GTT to provide goods, services, or other deliverables (the "**Services**") as outlined in the **Terms**). In connection with the provision of the Services, GTT may have access to, store, monitor or process data, which may include Personal Data.

1. INTERPRETATION

1.1 The terms "**Controller**," "**Data Subject**," "**Personal Data**," "**Processing**," "**Processor**," "**Special Category Data**," and "**Supervisory Authority**" shall have meanings ascribed under Data Protection Laws, or where not specifically defined, the same meaning as analogous terms under Data Protection Laws.

1.2 **Defined Terms**: In this DPA:

"**Data Protection Laws**" means all applicable laws, regulations and binding regulatory requirements relating to privacy, data protection, cybersecurity, breach notification and the Processing of Personal Data that apply to either Party in connection with the Services;

"**Client Personal Data**" means any Personal Data disclosed by, made available by, or collected on behalf of Client as part of the Services. For the purposes of this DPA, where Schedule 6 applies, references to Client Personal Data shall include Personal Data contained in Client Data and Input Data.

"Product Privacy Data Sheet(s)" means the applicable document available at GTT Privacy Center, accessible at: https://www.gtt.net/us-en/privacy-center/**,** and incorporated into and forming part of this DPA, which describes the Processing activities relating to the applicable GTT Service(s) provided to Client under the Terms, including, where applicable, the categories of Personal Data processed, the purposes of Processing, the role of the Parties, and applicable international data transfer mechanisms. For Services for which a Product Privacy Data Sheet is available, the applicable Product Privacy Data Sheet shall be deemed to satisfy and constitute the information required under Schedule 2 of this DPA, Annex I and Annex II of the Standard Contractual Clauses, and any equivalent data processing description requirements under applicable Data Protection Laws. No separate completion of Schedule 2 shall be required for such Services. Where no Product Privacy Data Sheet exists for a Service, Schedule 2 shall be completed by the Parties to include the relevant processing details.

In the event of any conflict between this DPA and a Product Privacy Data Sheet, the Product Privacy Data Sheet shall prevail solely with respect to the processing activities described therein.

1.3 **Construction: In this DPA, unless the contrary intention is stated, a reference to:**

(a) the singular shall include the plural and vice versa where appropriate;

(a) a person shall be construed as a reference to any individual, company, corporation, governmental entity or agency of a state or any association or partnership (whether or not having separate legal personality) or two or more of the foregoing;

(b) a person includes that person's legal personal representatives, successors and permitted assigns;

(c) any agreement document or instrument is to include the same as amended, novated, modified, supplemented or replaced from time to time;

(b) 'this DPA' mean the Clauses of and the Schedules to this DPA, all of which shall be read as one document;

(d) a clause or other provision is a reference to a clause or provision of this DPA, and any reference to a sub provision is, unless otherwise stated, a reference to a sub provision of the provision in which the reference appears;

(e) 'including' means comprising, but not by way of limitation to any class, list or category;

(c) a law includes any provision of any constitution, statute, statutory instrument, order, by-law, directive, regulation or decision of any governmental entity and any judicial or administrative interpretation of any of the foregoing, in each case, as amended, revised, modified or replaced from time to time; and

(f) 'writing' shall include a reference to any electronic mode of representing or reproducing words in visible form.

1.4 **Certain Rules of Construction dis-applied:**

(g) This DPA shall be construed without regard to the rule of construction known as "ejusdem generis".

(h) If any ambiguity or question of intent or interpretation arises, this DPA shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favouring or disfavouring any party by virtue of the authorship of any of the provisions of this DPA.

1.5 **Headings**: Headings and captions are to be ignored in the construction of this DPA.

2. STATUS OF THE PARTIES

2.1 Independent Controller Processing

The Parties acknowledge and agree that GTT acts as an independent Controller in respect of Personal Data processed for GTT's own business and operational purposes, including where such processing is necessary to:

(a) establish, manage, administer, support, invoice, and maintain the commercial relationship with Client;

(b) process account, contact, billing, payment, financial, tax, and accounting information, including names, business telephone numbers, business email addresses, company names, company addresses, payment details, and related business contact information;

(c) provide, deliver, operate, secure, maintain, monitor, troubleshoot, optimise, and support the Services;

(d) manage networks, systems, infrastructure, service performance, service availability, capacity planning, incident management, fraud prevention, abuse detection, cybersecurity, and information security;

(e) comply with applicable laws, regulations, court orders, governmental requests, industry standards, and legal or regulatory obligations; and

(f) establish, exercise, or defend legal claims and enforce GTT's contractual rights.

For the processing activities described in this Section 2.1, GTT independently determines the purposes and means of the processing and acts as an independent Controller.

2.2 Processor Processing

Where GTT processes Client Personal Data on behalf of Client in connection with the provision of a Service for which a Product Privacy Data Sheet applies, as identified in the applicable Product Privacy Data Sheet(s) and Schedule 2 to this DPA, GTT shall act as a Processor and Client shall act as the Controller (or, where Client acts on behalf of a third-party controller, a Processor engaging GTT as a sub-processor).

In such circumstances, GTT shall process Client Personal Data solely on Client's documented instructions, as set out in this DPA, the applicable Product Privacy Data Sheet(s), the Terms, and any other written instructions agreed by the Parties, unless otherwise required by Applicable Data Protection Laws.

2.3 Determination of Roles

The role of GTT in relation to a particular processing activity shall be determined by the nature and purpose of the processing and, where applicable, as described in the relevant Product Privacy Data Sheet. For the avoidance of doubt, GTT may act as an independent Controller for certain processing activities and as a Processor for others in connection with the same Service.

3. DATA PROCESSING OBLIGATIONS

3.1 Where GTT acts as a Processor, GTT shall Process Client Personal Data only on Client's documented instructions, including as set out in this DPA, the applicable Product Privacy Data Sheet(s), the Terms, and any other written instructions agreed between the Parties, unless otherwise required by Applicable Law.

3.2 If GTT is required by Applicable Law to Process Client Personal Data other than as instructed by Client, GTT shall inform Client of that legal requirement before such Processing unless prohibited by Applicable Law.

3.3 Client represents and warrants that its instructions and its use of the Services comply with Applicable Data Protection Laws and that it has all necessary rights, permissions, and authorizations to provide the Client Personal Data to GTT for Processing.

3.4 When GTT processes Client Personal Data, GTT shall:

(a) process Client Personal Data only as required to perform the Services, in accordance with Client's documented instructions and the nature and purpose of the Processing described in this DPA and the applicable Product Privacy Data Sheet(s);

(b) disclose Client Personal Data only to those members of its Personnel who require access to perform the Services and who are subject to appropriate contractual or statutory confidentiality obligations;

(c) upon Client's reasonable written request and no more than once in any twelve (12) month period, make available information reasonably necessary to demonstrate compliance with this DPA, including relevant audit reports, certifications, assessments, or other compliance documentation. Where such information is not reasonably sufficient, Client may conduct an audit of GTT's relevant Processing activities upon reasonable prior notice, subject to confidentiality obligations, GTT's security and operational requirements, and at Client's expense. GTT may satisfy its obligations under this Section through independent third-party audit reports, certifications, or similar compliance documentation;

(d) engage Sub-processors to process Personal Data on the Client’s behalf, provided that GTT maintains an up-to-date list of Sub-processors, available upon request. Where GTT appoints a new Sub-processor, Client may object within thirty (30) days based on reasonable and documented data protection concerns;

(e) unless prohibited by Applicable Law, promptly notify Client of any legally binding request from a governmental authority, regulator, court, or law enforcement agency seeking access to Client Personal Data and provide reasonable cooperation in relation to such request;

(f) taking into account the nature of the Processing and the information available to GTT, provide reasonable assistance to Client in relation to Data Subject requests, Personal Data Breaches, data protection impact assessments, consultations with supervisory authorities, and compliance with

applicable Data Protection Laws. GTT may charge reasonable fees for assistance that exceeds its standard support obligations;

(g) implement and maintain appropriate technical and organisational measures designed to protect Client Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Client Personal Data, as described in Schedule 3 and the applicable Product Privacy Data Sheet(s); and

(h) unless expressly agreed in writing, not be required to process Special Categories of Personal Data, Personal Data relating to criminal convictions and offences, or other sensitive information requiring enhanced protection under applicable Data Protection Laws. If such data is submitted to the Services, GTT may take reasonable steps to delete, quarantine, or otherwise restrict access to such data.

3.5 As between the Parties, Client retains all right, title and interest in and to Client Personal Data, Client Data provided to GTT and Outputs in connection with the Services. Client represents and warrants that it has all rights, permissions and lawful bases necessary to provide such data to GTT and to authorize GTT to access, process, store, use and analyse such data as contemplated by the Terms, this DPA and the applicable Product Privacy Data Sheet(s).

4. INTERNATIONAL DATA TRANSFERS

4.1 Where Client Personal Data is transferred to GTT or its Sub-processors in a country that does not provide an adequate level of protection under applicable Data Protection Laws, the Parties shall ensure that such transfer is subject to an appropriate transfer mechanism as required by applicable Data Protection Laws, including the applicable provisions set out in the Schedules to this DPA.

4.2 In the event of any conflict between this DPA and the applicable international transfer provisions contained in the Schedules, the applicable Schedule shall prevail with respect to the relevant transfer.

4.3 GTT may implement or adopt any alternative transfer mechanism recognized under applicable Data Protection Laws, including any replacement, successor, or supplementary transfer mechanism, to enable the lawful transfer of Client Personal Data.

4.4 If any transfer mechanism relied upon under this DPA is amended, replaced, invalidated, or no longer available, the Parties shall cooperate in good faith to implement an alternative lawful transfer mechanism. Where reasonably required, each Party shall execute such additional documentation as may be necessary to give effect to the alternative transfer mechanism.

4.5 GTT may transfer Client Personal Data to its Affiliates for the purposes of providing, supporting, securing, maintaining, and administering the Services. Such transfers shall be governed by GTT's intra-group data transfer agreement and any other transfer mechanism required under applicable Data Protection Laws.

4.6 Where a Service Schedule, Service Order Form, or applicable Product Privacy Data Sheet specifies a data hosting or processing region for a Service, GTT shall store and process Client Personal Data within the designated region. For the avoidance of doubt, this commitment does not restrict GTT's use of personnel, support resources, metadata, operational data, security operations, administrative systems, or ancillary infrastructure located outside the designated region, provided Client Personal Data remains hosted and processed within the designated region except as otherwise permitted by applicable Data Protection Laws and the transfer mechanisms set out in this DPA.

5. SECURITY AND DATA BREACHES

~~5.1 GTT shall~~

5.2 GTT shall notify without undue delay and as soon as reasonably practicable after becoming aware of a Personal Data Breach affecting Client Personal Data.

5.3 Such notification shall include, to the extent reasonably available, information regarding the nature of the Personal Data Breach, the categories of affected data, the likely consequences of the Personal Data Breach, and the measures taken or proposed to address the Personal Data Breach.

5.4 For the avoidance of doubt, unsuccessful security incidents that do not result in unauthorized access to Client Personal Data, including unsuccessful login attempts, port scans, denial-of-service attacks, malware attempts, firewall events, or other attacks on systems, shall not constitute a Personal Data Breach.

5.5 Taking into account the nature of the Processing and the information available to GTT, GTT shall provide reasonable cooperation and assistance to Client in relation to any Personal Data Breach affecting Client Personal Data. GTT may charge reasonable fees for assistance that exceeds its standard support obligations.

6. DATA SUBJECT REQUESTS AND COMPLAINTS

6.1 Taking into account the nature of the Processing, GTT shall provide reasonable assistance to Client, at Client's expense where permitted by applicable law, to enable Client to respond to requests from Data Subjects exercising their rights under applicable Data Protection Laws.

6.2 If GTT receives a request from a Data Subject relating to Client Personal Data, GTT shall promptly notify Client and shall not respond to such request except on Client's documented instructions or as otherwise required by applicable law.

6.3 Client remains solely responsible for responding to Data Subject requests and for complying with its obligations under applicable Data Protection Laws in respect of such requests.

7. DESTRUCTION AND DELIVERY OF DATA

7.1 7.1 Upon termination or expiry of the Services, Client shall have thirty (30) days following such termination or expiry to retrieve Client Personal Data and any reports, findings, analytics, recommendations, outputs, or other information made available to Client through the Services. During such period, and upon Client's written request, GTT shall make Client Personal Data available for return using GTT's then-current standard functionality, if any. Following the expiration of such thirty (30) day period, GTT shall securely delete Client Personal Data processed by GTT as a Processor, unless retention of such Client Personal Data is required by applicable law, regulatory obligations, legal hold requirements, dispute resolution purposes, the establishment, exercise or defence of legal claims, or is retained in accordance with GTT's standard backup, archival, disaster recovery, and record retention procedures. Following the expiration of the retrieval period, GTT shall have no obligation to retain or provide access to Client Personal Data or other information made available through the Services except as required by applicable law or expressly provided in the Terms.

7.2 Where Client Personal Data is retained in accordance with this Section 7.1, GTT shall continue to protect such Client Personal Data in accordance with this DPA and shall not Process it for any purpose other than those requiring its retention.

7.3 Upon Client's reasonable written request, GTT shall confirm the return or deletion of Client Personal Data.

8. INDEMNITY

8.1 Client shall indemnify, defend and hold harmless GTT on demand from and against any and all claims, suits, proceedings, judgments, loss, liabilities, costs, expenses, fees, penalties or fines ("**Loss**") arising out of or in connection with: (i) Client's breach of this DPA, the Terms, or applicable Data Protection Laws; (ii) Client's unlawful, inaccurate, or unauthorized instructions relating to the Processing of Client Personal Data; or (iii) Client's failure to obtain any required notices, consents, permissions, or other lawful basis for the Processing of Client Personal Data. This indemnity shall not apply to the extent such losses arise directly from GTT's breach of this DPA or applicable Data Protection Laws.

9. TERM AND TERMINATION

9.1 This DPA shall remain in effect for as long as GTT Processes Client Personal Data in connection with the Services and shall automatically terminate upon the termination or expiry of the Terms, unless applicable Data Protection Laws require the continued Processing of Client Personal Data.

9.2 The provisions of Sections 5 (Security and Data Breaches), 6 (Data Subject Requests and Complaints), 7 (Destruction and Delivery of Data), 8 (Indemnity), this Section 9.2, and any other provisions which by their nature are intended to survive termination or expiry shall survive the termination or expiry of this DPA.

9.3 Where GTT reasonably determines that it cannot Process Client Personal Data in accordance with applicable Data Protection Laws, GTT may suspend the relevant Processing activities and, if the issue cannot be

resolved within a reasonable period, terminate the affected Services or this DPA upon written notice to Client without liability.

10. **GENERAL**

10.1 **Application of the Terms:**

(a) This DPA is supplemental to the Terms and the provisions of the Terms (including, for the avoidance of doubt, limitation of liability) shall apply equally to each of the parties and their respective rights and obligations under this DPA.

(b) If, during the continuance of this DPA, there is any conflict between the provisions of this DPA and any provision of the Terms then the provisions of the Terms shall prevail, except as otherwise stated in Schedule 1.

10.2 **Severability**: If the whole or any part of a provision of this DPA is or becomes illegal, invalid or unenforceable, that will not affect the legality, validity or enforceability of the remainder of the provision in question or any other provision of this DPA

10.3 **Binding on Successors**: This DPA and all of its provisions shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and permitted assigns.

10.4 **Counterparts**: This DPA may be executed in any number of counterparts, including by electronic signature, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10.5 **Governing law**: This DPA shall be governed by and construed in accordance with the laws governing the Terms unless otherwise required by applicable Data Protection Laws.

10.6 **Jurisdiction**: The courts having jurisdiction under the Terms shall have exclusive jurisdiction in relation to any dispute arising out of or in connection with this DPA.

This Client DPA shall be considered executed along with the MSA or any other contractual document to which it was attached to.

SCHEDULE 1

ADDENDUM TO THE EU MODEL CLAUSES

1. DEFINITIONS

1.1 **"EEA"** refers to the European Economic Area.

1.2 **"European Data Protection Law"** denotes Regulation 2016/679 of the European Parliament and Council (commonly known as the General Data Protection Regulation or GDPR), as implemented across EEA member states, as well as any laws that replicate, extend, or replace it.

1.3 **"Model Clauses"** refer to the Commission Implementing Decision (EU) 2021/914 of 4 June 2021, establishing standard contractual clauses for cross-border data transfers in accordance with Regulation (EU) 2016/679.

1.4 Any capitalized terms not explicitly defined within this Data Processing Addendum ("DPA") shall carry the meaning prescribed under the applicable European Data Protection Law. References to Data Protection Law in this DPA should be interpreted in alignment with EU and/or Member State legislation for the purpose of this Addendum.

2. CROSS-BORDER DATA TRANSFERS

2.1 Where GTT Processes Personal Data originating from the EEA and such data is transferred to a third country not recognized by the European Commission as having adequate data protection standards, the Parties agree to adopt and adhere to the Model Clauses outlined in Section 3 of this Addendum.

2.2 The Parties acknowledge that the transfer mechanism specified in Section 3.1 (Model Clauses) may be replaced by any other valid data export solution implemented by GTT, provided it complies with European Data Protection Law. If supplementary documentation is required to operationalize such alternative mechanisms, both Parties agree to collaborate in good faith to execute the necessary paperwork.

2.3 For transfers of Personal Data between GTT entities, GTT relies on its intra-group data transfer agreement and/or any other lawful transfer mechanism available under applicable Data Protection Laws.

3. APPLICATION OF MODEL CLAUSES

3.1 Module Two (Controller to Processor) of the Model Clauses is hereby incorporated by reference into this Addendum. Annexes I and II of the Model Clauses are attached hereto. Signatures applied to the MSA will also serve as acceptance of the Model Clauses.

3.2 In relation to Clause 9(a) regarding Sub-processors, the Client grants GTT a general written authorization to engage Sub-processors. The list of Sub-processors is maintained by GTT and made accessible upon request.

3.3 For Clause 17 (Governing Law), Option 1 is selected, designating the laws of The Netherlands as the governing jurisdiction.

3.4 Regarding Clause 18 (Forum and Jurisdiction), all disputes arising from or related to the Model Clauses shall be resolved by the courts of The Netherlands.

SCHEDULE 2

This Schedule also serves as Annex I and Annex II to the Model Clauses.

1. LIST OF PARTIES

Data Exporter(s): The data exporter is the entity identified as the Client in the MSA, acting as a data exporter on behalf of itself and its Affiliates

Data Importer(s): data importer is GTT, acting as a data importer on behalf of itself and its Affiliates.

2. DESCRIPTION OF TRANSFER

2.1. Categories of data subjects whose personal data is transferred: The Personal Data being transferred may pertain to the following categories of Data Subjects: individuals employed by or contracted to the Client, including employees, consultants, and contractors; members of the Client's customers' and partners' workforce; as well as any other persons whose Personal Data is Processed in connection with the delivery of the Services.

3.5 Categories of personal data transferred: The Personal Data transferred may relate to the following categories of Personal Data: Account information - names, business telephone number, business e-mail address, company name, company address, payment information.

2.1.1. For the specific categories of Personal Data processed, refer to the applicable GTT Product Privacy Data Sheet(s), available at: Privacy Center, which shall be deemed incorporated by reference and made part of this DPA.

2.2. Sensitive data transferred (if applicable): If applicable, as set forth in the Product Privacy Data Sheet(s), which shall be deemed incorporated by reference and made part of this DPA.

2.3. The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis): Ongoing throughout the duration of this DPA.

2.4. Nature of the processing: As set forth in the GTT Product Privacy Data Sheet(s), available at: Privacy Center, which shall be deemed incorporated by reference and made part of this DPA.

3.6 Purpose(s) of the data transfer and further processing: The Processing of Personal Data under this DPA serves to facilitate GTTs' provision of the Services and fulfilment of its responsibilities as outlined in the MSA (including this DPA), or as otherwise stipulated in a mutually executed written agreement between the Parties. For detailed information regarding the specific purposes for which Personal Data is Processed under a given Service, please consult the relevant GTT Privacy Datasheets, available at: Privacy Center.

2.5. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: GTT will retain Personal Data for as long as necessary to achieve the purposes for which it was initially collected, and to meet ongoing business needs, legal obligations, dispute resolution requirements, and to enforce applicable rights. Specific retention durations for certain Services are outlined in GTT's Privacy Datasheets, available at Privacy Center.

2.6. For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing: Personal Data will be transferred to GTT Sub-processors as described in the applicable Privacy Datasheet, available at Privacy Center.

3. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority shall be the supervisory authority which is competent to supervise the activities of the Data Exporter.

SCHEDULE 3

Technical and organizational measures

Description of the technical and organisational security measures implemented by GTT for each Service provided.

GTT technical and organization security measures can be found at: Privacy Center, and, where applicable, in the relevant Product Privacy Data Sheet(s) available therein.

SCHEDULE 4

UNITED KINGDOM ADDENDUM TO THE EU MODEL CLAUSES

1. DEFINITIONS

"Mandatory Clauses" refer to Part 2 of the Approved Addendum, based on the Information Commissioner's template Addendum B.1.0, introduced under Section 199A of the Data Protection Act 2018 and subject to future updates under Section 18.

"Model Clauses" denote the European Commission's Standard Contractual Clauses for data transfers to non-EU countries (Commission Implementing Decision (EU) 2021/914), enacted under Regulation (EU) 2016/679.

"UK" means the United Kingdom.

"UK Data Protection Law" encompasses all applicable UK legislation governing personal data, including the UK GDPR and Data Protection Act 2018, along with any successors or equivalent regulations.

"UK GDPR" is defined in Section 3 of the UK Data Protection Act 2018.

Unspecified terms shall be interpreted in line with relevant UK Data Protection Law, and all legal references under the DPA shall be read within a UK context.

2. CROSS-BORDER TRANSFERS

If GTT processes personal data originating from the UK and transfers it to a non-adequate jurisdiction (per UK Data Protection Law), both parties agree to implement the Model Clauses, as modified by the Mandatory Clauses, with GTT as the data importer and the Customer as the data exporter.

The default transfer solution under Section 3 may be superseded if GTT adopts an alternative, legally recognized mechanism. Any further documentation needed will be coordinated in good faith.

3. APPLICATION OF MANDATORY CLAUSES

The Mandatory Clauses are automatically incorporated and modify the Model Clauses accordingly. Annexes I and II of the EEA Addendum (Addendum A to this DPA) also apply.

Neither this Addendum nor the Mandatory Clauses may conflict with prevailing UK Data Protection Law.

GTT, acting as data importer, may terminate the agreement per Section 19 of the Mandatory Clauses.

The Information Commissioner’s Office shall serve as the supervisory authority.

Clauses 3.1 and 3.2 of the EEA Addendum are adopted and interpreted in line with the Mandatory Clauses.

Governing law is that of England and Wales; jurisdiction resides with the courts of England and Wales.

SCHEDULE 5

SWITZERLAND ADDENDUM

1. DEFINITIONS

"FADP" refers to the Swiss Federal Act on Data Protection, which governs all references to “Data Protection Law” in this Addendum.

Unspecified terms shall be interpreted in accordance with the FADP. Legal references in the DPA shall be read within a Swiss context.

2. CROSS-BORDER TRANSFERS

If GTT processes Personal Data originating from Switzerland and transfers it to a country not recognized as providing adequate protection under the FADP, the parties agree to implement the Standard Contractual Clauses (SCCs) embedded in the EEA Addendum and adapted by this Addendum. GTT shall be the data importer, and the Customer shall be the data exporter.

Should GTT adopt an alternative, FADP-compliant mechanism for cross-border transfers, both parties will cooperate in good faith to execute any documents necessary to effectuate the solution.

3. SCC ADAPTATIONS

Module Two (Controller to Processor) of the SCCs in the EEA Addendum, including its Annexes, is incorporated by reference. The Agreement signature shall apply equally to the SCCs.

References to the GDPR in the SCCs shall be read as references to the FADP.

The Federal Data Protection and Information Commissioner (FDPIC) shall serve as the supervisory authority.

Mentions of EU or Member States shall be deemed to include Switzerland.

References to the EU-based exporter include Swiss exporters.

Clause 8.8 of Module Two and Annex I of the SCCs shall be read as covering Switzerland.

Terminology defined under the GDPR shall adopt the equivalent definitions under the FADP.

SCHEDULE 6

ARTIFICIAL INTELLIGENCE AND AUTOMATED SERVICES ADDENDUM

1. DEFINITIONS

"Aggregated and Anonymised Data" means Derived Data that (a) is not Personal Data under Applicable Privacy Law and does not relate to an identified or identifiable natural person, and (b) does not identify, and cannot reasonably be used to identify, Client, any Data Subject, any Instance, tenant, asset, or environment of Client and (c) does not permit the reconstruction of Client Data or Outputs.

"AI Act" means Regulation (EU) 2024/1689, as amended, including by Regulation (EU) 2026/1744.

"AI System" has the meaning given in Article 3(1) of the AI Act.

"AI Services" means the components and features of the services that incorporate AI Systems, machine learning, or statistical modelling, as further described in the applicable Product Privacy Data Sheet, Service Schedule, and Service Order Form.

"Asset" means any GTT Defense Halo-compatible resources or other infrastructure components from for which GTT Defense Halo collects, receives, accesses, or analyzes, directly or indirectly, including, without limitation, telemetry, logs, configuration data, vulnerabilities, inventory data, or other supported security data.

"Authorized User/s" means an individual employee, contractor, agent, or consultant of Client and/or its Affiliates who (a) is authorised by Client to access and use the AI Services on Client's behalf under the rights granted in the Terms including, without limitation, EnvisionDX or Defense Halo Portal Terms, if applicable, (b) has been provisioned unique credentials by or at the direction of Client, and (c) is bound by confidentiality and use obligations at least as protective of GTT as those in the Terms.

"Client Data" means any Source Data and other Client information including, without limitation, asset inventory, notification targets, content, or other materials that are provided, submitted, transmitted, or made available by or on behalf of Client to GTT in connection with Client's use of the Services, or that are collected or accessed by the Services from Client's systems, networks, or devices, in each case in its original or identifiable form. , but excluding Derived Data, Aggregated and Anonymised Data, Usage Data, and GTT intellectual property.

"Derived Data" means the data, information, and materials used internally by the GTT Defense Halo Services to operate, contextualize, train, or improve their models, algorithms, or other functionality, including in the course of generating Outputs, and that are not themselves made available to Client as Outputs, including intermediate data, feature sets, embeddings, vectors, tokens, prompts, context data, model inputs and parameters, weights, patterns, correlations, benchmarks, threat intelligence, metadata, telemetry, and usage statistics. Derived Data excludes Outputs and does not include Client Data in its original form or any data that identifies Client, its users, or its assets.

"Feedback" means ratings, labels, corrections, dispositions, tuning input, and similar information provided by or on behalf of Client concerning Outputs or the AI Services.

"General Model" means a model that GTT makes available to, or uses to provide services to, its customers.

"Instance" means each logically separated environment of the AI Services provisioned for Client under a Service Order Form, comprising of the configurations, settings, integrations, credentials, Client Data, Outputs, logs, and Tenant Model/s associated with that environment.

"Input Data" means the portion of Client Data submitted to, processed by, or used as input to the AI Services, including data, content, prompts, queries, files, source datasets and other materials, and may include Client Personal Data, submitted to, or processed through, the AI Services by or on behalf of Client.

"Outputs" means the results generated by the AI Services for Client, including content, predictions, recommendations, classifications, scores, analyses, summaries, visualisations, and reports alerts, detections, and other results.

"Service Asset" means an Asset that is compatible with and serviced by a particular GTT Defense Halo Service during the applicable period.

"Source Data" means the supported data types that GTT Defense Halo is capable of and Client authorized to ingest, collect, receive, and analyze in connection with the Services and Service Assets subject to maximum rate limitations.

"Tenant Model" means a model, fine-tune, adapter, index, embedding store, behavioural baseline, or other customisation or tuned on Client Data and deployed solely for Client.

"Usage Data" means technical logs, metrics, and telemetry relating to Client's access to and use of the Services, excluding the content of Input Data.

2. NATURE OF THE AI SERVICES; INSTRUCTIONS

The Services include AI Services, the use of which is integral to the Services as described in the relevant Service Schedule. This Schedule, together with the relevant Terms, constitutes Client's complete documented instructions for the processing of Personal Data through the AI Services for the purposes of Article 28(3)(a) GDPR. Client's instructions include processing Client Data as necessary to provide, secure and support the Services, including troubleshooting and the prevention and detection of fraud and abuse. Additional or alternative instructions must be agreed in writing between the Parties.

3. PROBABILISTIC OUTPUTS; NO GUARANTEE

Outputs are generated by probabilistic and statistical methods and may contain inaccuracies, omissions, misclassifications, false positives, false negatives, or incomplete, outdated, or misleading results, and may not be unique to Client. Outputs are provided for informational and decision-support purposes only and do not constitute legal, medical, financial, tax, audit, or other professional advice. GTT does not warrant that Outputs will be accurate, complete, reliable, or fit for any particular purpose. The quality of Outputs depends on the completeness, accuracy, and suitability of the Input Data and of the configuration applied by Client.

4. CLIENT RESPONSIBILITY; HUMAN OVERSIGHT

Client remains solely responsible for: (a) reviewing, validating, and deciding whether and how to use or act on Outputs before relying on them or making them available to any third party; (b) the configuration of the AI Services, including all settings, parameters, and workflows within its control; (c) assigning personnel with appropriate competence, training, and authority to oversee the AI Services, and maintaining its own business continuity procedures independent of the Services; and (d) ensuring that its collection and provision of Input Data, and its use of the AI Services and Outputs, comply with applicable laws, and providing any required notices to, and obtaining any required consents from or completing any required consultations in respect of, Data Subjects. Subject to the Terms, GTT is not responsible for any action taken or not taken in reliance on Outputs.

5. ROLES OF THE PARTIES

5.1. For Personal Data in Client Data processed to provide the Services, Client is the controller (or, where Client acts as processor for a third-party controller, Client warrants that it is authorised to engage GTT, which acts as sub-processor) and GTT is a processor acting on Client's documented instructions.

5.2. GTT is an independent controller of Usage Data, of account and billing information of Client and its Authorised Users, if any, and of Personal Data processed to detect, prevent, and investigate fraud, abuse, security threats, and unlawful use of the Services or to comply with GTT's legal obligations, in each case on the basis of legitimate interests, including for network and information security or compliance with a legal obligation.

5.3. Client authorises GTT to create Derived Data from Client Data as part of the Services. Derived Data is not Personal Data and falls outside this DPA once created.

6. AUTOMATED DECISION-MAKING; AUTONOMOUS FEATURES

The AI Services do not, by default, make decisions concerning natural persons that produce legal effects or similarly significantly affect them without human involvement within the meaning of Article 22 GDPR, and Client shall not use Outputs as the sole basis for any such decision without meaningful human review. Any feature enabling the AI Services to take automated or autonomous actions, if present will be disabled by default and may be enabled only through a Service Order Form or by an Authorised User with administrator rights in the Instance settings; such enablement, either through a Service Order Form or by an Authorised User constitutes Client's documented instruction and Client's confirmation that it has assessed the resulting processing, and Client alone determines the purposes, scope, and criteria of such actions and is responsible for compliance with Article 22 GDPR, including suitable safeguards, meaningful human oversight, and information to Data Subjects. GTT will make available functionality to review, override, and log automated actions.

7. TRAINING, LEARNING, AND IMPROVEMENT

7.1. GTT may use Client Data, including Personal Data, to train, tune, calibrate, test, and update Tenant Models as an inherent part of providing the Services to Client. Tenant Models are used solely for Client.

7.2. GTT shall not use Client Data or Personal Data in identifiable form to train, tune, calibrate, validate, test, update, or improve General Models or any other model intended for use across customers. General Models are developed, trained, evaluated, and improved using only Derived Data, Feedback in aggregated and anonymised form, and data lawfully obtained from sources other than Client.

7.3. Notwithstanding the foregoing, Client may authorise the use of Client Data in identifiable form to improve General Models through a Service Order Form or through the administrative settings of its Instance; absent such authorisation. For the avoidance of doubt, absent Client's express authorization, GTT shall not use Client Data to train, tune, calibrate, validate, test, improve, or update any General Model or any model intended for use across multiple customers.

7.4. For purposes of Section 7 of this Schedule 6, Outputs made available through the AI Services shall be deemed information made available through the Services and may be accessed by Client during the applicable retention period.

7.5. GTT may use Aggregated and Anonymised Data and Derived Data for any lawful business purpose, including research, analytics, benchmarking, reporting, product development, and the development, training, evaluation, and improvement of the AI Services and of General Model.

7.6. Derived Data constitutes GTT intellectual property. GTT may use Derived Data solely to provide, operate, maintain, support, secure, improve, develop and enhance the Services and related technologies, analytics, methodologies, security detections, benchmarks and product functionality. GTT shall not commercialize or disclose Derived Data that identifies Client or contains Personal Data except as necessary to provide the Services.

7.7. Client grants GTT a non-exclusive, worldwide, perpetual, irrevocable, royalty-free licence to use Feedback to operate, maintain, and improve the AI Services.

7.8. GTT shall apply anonymisation techniques consistent with Applicable Privacy Law and applicable regulatory guidance, shall not attempt re-identification of Derived Data and shall contractually require recipients, if any, not to attempt it, and shall implement measures designed to prevent General Models and retained model artifacts from memorising or reproducing Personal Data or Client's Confidential Information.

7.9. GTT's rights under this Section 7, and its ownership of the Services, the models (including architectures, parameters, and weights), and related logic, survive termination or expiry of the Terms. Derived Data, and model parameters containing no Personal Data are not subject to return or deletion obligations under Section 7 (Destruction and Delivery of Data) of the main body of the DPA. Upon termination, Tenant Models will be

deleted or irreversibly anonymised in accordance with Section 7 (Destruction and Delivery of Data) of the main body of the DPA, except to the extent retention is permitted under the DPA or required under applicable law.

8. EU AI ACT ALLOCATION

8.1. (As between the parties, GTT is the provider and Client is the deployer of the AI Systems part of the AI Services. GTT shall comply with the AI Act obligations applicable to it as a provider as and when they apply to the AI Services and shall make available instructions for use and information reasonably necessary for Client's compliance as a deployer. Where GTT makes available a general-purpose AI model as part of the AI Services, GTT shall comply with the obligations applicable to it under AI Act.

8.2. The AI Services are intended solely for the purposes described in the Service Schedule and the applicable Service Order Form. They are not intended, and shall not be used: (i) for any practice prohibited by the AI Act; (ii) for any high-risk purpose under the AI Act, including biometric identification or categorisation, safety components of critical infrastructure, education and vocational training, employment and worker management, access to essential private or public services (including creditworthiness assessment), law enforcement, migration and border control, or the administration of justice, except as expressly agreed in an Service Order Form; or (iii) in any manner that violates applicable law. Client shall notify GTT in writing before any intended deployment that could bring the AI Services within Annex III. Any such deployment requires GTT's prior written agreement and may be subject to additional terms and charges.

8.3. If Client places an AI System included in the AI Services on the market or into service under its own name or trademark, substantially modifies it, or changes its intended purpose such that it becomes a high-risk AI system, Client is considered the provider of that system under the AI Act and assumes all associated obligations, with GTT cooperating as reasonably required by law at Client's cost.

8.4. Client shall use the AI Services in accordance with the Service Schedule, ensure that Input Data under its control is relevant and sufficiently representative, assign competent human oversight, maintain a sufficient level of AI literacy of personnel dealing with the AI Services, monitor operation and inform GTT without undue delay of suspected malfunctions or serious incidents, retain logs under its control as required by law, and comply with information and consultation obligations toward its workers and their representatives under applicable law.

8.5. Each party shall reasonably cooperate with requests of competent authorities relating to the AI Services. GTT may modify the AI Services as reasonably necessary to comply with applicable law and may suspend or replace any feature whose continued provision it reasonably determines to be unlawful, using commercially reasonable efforts to provide materially equivalent functionality.

9. TRANSPARENCY AND ASSISTANCE

GTT shall make available relevant documentation describing the general logic, capabilities, and limitations of the AI Services and the categories of data processed, at a level of detail protective of GTT's intellectual property, trade secrets, and the security of the AI Services. Taking into account the nature of the processing, GTT shall provide reasonable assistance with Client's data protection impact assessments and prior consultations under applicable laws and any fundamental rights impact assessment required of Client under the AI Act. GTT may charge reasonable fees if required to provide assistance in producing information exceeding the details contained in the standard documentation of the AI Services. Audit and information rights under this DPA do not extend to GTT's model weights, source code, or algorithms, or to any data or environment of any other customer; GTT may satisfy audit requests concerning the AI Services through the relevant documentation, third-party certifications, and independent audit reports, in accordance with Section 3.4 of the main body of the DPA.

10. TECHNICAL AND ORGANISATIONAL MEASURES RELATED TO THE AI SERVICES.

GTT shall maintain technical and organisational measures appropriate to the risks of the AI Services, including logical separation of tenants and Tenant Models, access controls over training data and model artifacts, protections against data poisoning, evasion, extraction, and other adversarial manipulation (including prompt injection and untrusted-input

attacks against any natural-language features), and ongoing monitoring of model accuracy, robustness, and drift, as further described in the applicable Privacy Data Sheet.

11. TRANSPARENCY TOWARD NATURAL PERSONS

Where the AI Services interact directly with natural persons or generate synthetic audio, image, video, or text content, GTT shall implement the transparency measures applicable to it as a provider the AI Act, including informing users that they are interacting with an AI System and marking generated content where required. Client shall not remove, obscure, or circumvent such notices or markings and is responsible for the transparency obligations applicable to it as deployer, including any disclosure duties in respect of content it publishes or disseminates.

12. SPECIAL CATEGORIES, OFFENCE DATA, AND INCIDENTAL DATA

The Services are not designed or intended for the processing of special categories of Personal Data or Personal Data relating to criminal convictions and offences, and Client shall make sure that the Input Data is free of such special categories of Personal Data and Personal Data relating to criminal convictions and offences, except as expressly agreed in a Service Order Form with appropriate safeguards. The parties acknowledge that Input Data may incidentally contain, and Outputs may incidentally constitute, such data; GTT shall process it solely as part of the AI Services in accordance with this DPA and for no other purpose.

13. PRECEDENCE

In the event of any conflict between this Schedule 6 and any other provision of this DPA with respect to the AI Services, this Schedule 6 prevails in the event of a conflict.