



CLIENT DATA PROCESSING AGREEMENT

This Data Processing Agreement (the "DPA") forms part of the Master Services Agreement or other contractual agreement for the provision of services from GTT to the client (the "MSA"), 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 GTT's respective service order and terms and conditions (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 international, federal, state, and local laws, regulations, rules, guidance and recommendations issued by any government, agency, or authority relating to privacy and data protection that apply to the Processing of GTT Personal Data by the Parties;

"**Client Personal Data**" means any Personal Data disclosed by, made available by, or collected on behalf of Client as part of the Services.

"**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 forming part of this DPA that describes the Processing activities in relation to the GTT Service(s) supplied to Client under the Terms. If a Product Privacy Data Sheet is attached to or referenced in this DPA, this DPA only refers to GTT's role as a Processor as detailed in the respective Product Privacy Data Sheet, unless the parties have explicitly agreed otherwise herein.

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



- (d) any agreement document or instrument is to include the same as amended, novated, modified, supplemented or replaced from time to time;
- (e) 'this DPA' mean the Clauses of and the Schedules to this DPA, all of which shall be read as one document;
- (f) 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;
- (g) 'including' means comprising, but not by way of limitation to any class, list or category;
- (h) 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
- (i) 'writing' shall include a reference to any electronic mode of representing or reproducing words in visible form.

Certain Rules of Construction dis-applied:

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

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

2. STATUS OF THE PARTIES

2.1 The parties agree that GTT processes Client Personal Data as a controller or processor depending on the Services.

3. DATA PROCESSING OBLIGATIONS

3.1 The Parties shall process Client Personal Data at all times in compliance with Data Protection Laws, including any applicable jurisdiction specific provisions in Schedule 1.

3.2 When GTT processes Client Personal Data, GTT:

- (a) shall process such data as required to perform the Services, in accordance with Client's written instructions, and in accordance with the nature and purpose of the processing set out in Schedule 1.



- (b) shall disclose Client Personal Data only to those members of its Personnel to whom such disclosure is necessary to perform the Services and only if such Personnel are subject to confidentiality requirements by contract or appropriate statutory obligations;
- (c) shall take reasonable steps to ensure that the Personal Data is accurately recorded and kept up to date. GTT shall demonstrate its compliance with its obligations under Data Protection Laws including allowing for and contributing to audits, as inspections, conducted by the Client or an auditor, mandated by the Client, provided such audits are reasonable and do not materially disrupt GTT's operations;
- (d) may 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, notifies the Client of any additions with a fifteen (15) day window for reasonable objections;
- (e) shall make available at Client's cost any information that is strictly necessary to demonstrate its compliance with Data Protection Laws, the Terms, or this DPA;
- (f) upon written request, subject to confidentiality requirements, at Client's cost, and at most once in every 12 month period, allow for and contribute to audits by making available a summary of an assessment report or other documentation reasonable requested by Client or as otherwise required by Data Protection Laws.
- (g) shall notify Client without undue delay if legally required to process Client Personal Data in a manner not instructed by Client (unless the law requiring such processing prohibits GTT from providing such notification on an important ground of public interest, in which case GTT shall notify Client as soon as that law permits).

4. INTERNATIONAL DATA TRANSFERS

- 4.1 Where Client transfers Client Personal Data to GTT, either directly or via onward transfer, GTT shall process the Client Personal Data in accordance with Data Protection Laws and with any applicable transfer requirements found in the jurisdiction specific provisions in the Schedules to this DPA, to the extent that they apply to the transfer.
- 4.2 In the event of any conflict between the Terms or this DPA and the applicable jurisdiction specific provisions in the Schedules, then precedence shall be given to the applicable jurisdiction specific provisions in the Schedules.
- 4.3 In the event that the applicable jurisdiction specific provisions set forth in the Schedules are amended, replaced, or repealed under Data Protection Laws, the Parties shall work together in good faith to enter into any updated version of the jurisdiction specific provisions (to the extent required) or negotiate in good faith a solution to enable transfers of Client Personal Data to be conducted in compliance with Data Protection Laws.



GTT or Client can terminate the Terms and this DPA without penalty if the parties are unable to come to an agreement pursuant to this provision.

5. SECURITY AND DATA BREACHES

- 5.1 GTT shall implement the reasonable and appropriate technical, organizational, and physical measures, available at <https://www.gtt.net/us-en/privacy-center/>, to prevent accidental or unauthorized processing, loss, destruction, damage, alteration, of Client Personal Data or any unlawful or unauthorized access to Client Personal Data in GTT's custody, and GTT shall take reasonable steps to ensure that its Personnel are aware of and comply with those measures.
- 5.2 GTT shall as soon as reasonably practicable notify the Client upon becoming aware of any unauthorised access to, or unauthorised use, alteration, disclosure, accidental loss or destruction of, any Client Personal Data (each a "**data breach**").
- 5.3 GTT shall provide commercially reasonable support to Client in its efforts to comply with its obligations under Data Protection Laws relating to the data breach.

6. DATA SUBJECT REQUESTS AND COMPLAINTS

- 6.1 **Assistance:** GTT shall, upon request by the Client and at the Client's expense, and taking into account the nature of the processing, assist the Client by appropriate technical and organisational measures, for the fulfilment of the Client's obligation to respond to requests for exercising the data subject's rights under Data Protection Laws.

7. DESTRUCTION AND DELIVERY OF DATA

- 7.1 GTT shall, upon termination of this DPA and upon Client's request at any time, immediately and securely return to Client or destroy all Client Personal Data that GTT processes as a processor and certify such return or destruction in writing to Client, unless GTT is required to retain such Client Personal Data for regulatory or legal compliance, in which case GTT shall notify Client that it is retaining Client Personal Data in accordance with applicable law (unless prevented from doing so under applicable law).

8. INDEMNITY

- 8.1 The 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**") suffered or incurred by GTT, arising out of or in connection with the instructions of the Client with respect to the processing of Client Personal Data and/or any breach by the Client of its data protection obligations under Data Protection Laws, the Terms, or this DPA.



9. **TERM AND TERMINATION**

9.1 **Termination of Terms:** This DPA shall continue in full force and effect until termination or expiry of the Terms whereupon GTT's authority to process Client Personal Data in accordance with this DPA shall terminate automatically, unless otherwise agreed between the parties in writing.

9.2 **Survival of Obligations:** The provisions of Clauses 5, 6, 7, 8, 9.2 and Clause 10 shall survive the expiry or termination of the Terms and this DPA, however it arises, and shall continue to bind GTT.

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 two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

10.5 **Governing law:** This DPA and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the law of the country in which the GTT entity is incorporated.

10.6 **Jurisdiction:** The courts of the country in which the GTT entity is incorporated shall have exclusive jurisdiction to hear, determine and settle any dispute arising out of or in connection with this DPA or any related non-contractual obligations and the parties submit to the exclusive jurisdiction of the country in which the GTT entity is incorporated. The parties waive any objection to the courts of the country in which the GTT entity is incorporated on grounds that they are an inconvenient or inappropriate forum to settle any such dispute.

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.

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.

A. 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): The data importer is GTT, acting as a data importer on behalf of itself and its Affiliates.

B. DESCRIPTION OF TRANSFER

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.

2. 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.

For the specific categories of Personal Data processed, refer to the applicable GTT Product Privacy Data Sheet(s), available at: <https://www.gtt.net/us-en/privacy-center/>, which shall be deemed incorporated by reference and made part of this DPA.

3. 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.

4. 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.

5. Nature of the processing: As set forth in the GTT Product Privacy Data Sheet(s), available at: <https://www.gtt.net/us-en/privacy-center/>, which shall be deemed incorporated by reference and made part of this DPA.

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 fulfillment 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: <https://www.gtt.net/us-en/privacy-center/>

7. 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 <https://www.gtt.net/us-en/privacy-center/>

8. 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 <https://www.gtt.net/us-en/privacy-center/>

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

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: <https://www.gtt.net/us-en/privacy-center/>



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 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.