



Sparta Systems Data Protection Agreement For TrackWise Digital

This Data Protection Addendum ("Addendum") forms part of the TrackWise Digital Agreement ("Principal Agreement") between: (i) Sparta Systems, Inc. ("Supplier") acting on its own behalf and as agent for each Supplier Affiliate;¹ and (ii) Subscriber ("Customer") acting on its own behalf and as agent for each Company Affiliate.

This Addendum shall apply only to TrackWise Digital provided to Customer by Supplier, notwithstanding any references in this Addendum to other services or products offered by Supplier.

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Principal Agreement. Except as modified below, the terms of the Principal Agreement shall remain in full force and effect. In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Principal Agreement. Except where the context requires otherwise, references in this Addendum to the Principal Agreement are to the Principal Agreement as amended by, and including, this Addendum.

For TrackWise Digital, Customer acknowledges and agrees that Supplier shall have no access to, or ability to view Personal Data since the ability to access and view Personal Data is restricted to Supplier's Subprocessor. While Subprocessor has no direct contractual relationship with Customer, Supplier has procured that such Subprocessor has agreed to provisions substantially the same as set out in this Addendum, in order to adduce adequate safeguards for the Personal Data.

1. Definitions:	
'Controller'	means the entity that alone or jointly with others determines the purposes and means of the processing of Personal Data.
'Personal Data Breach'	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed by Supplier.
'Data Protection Laws'	means all applicable laws, rules, regulation, directives and governmental requirements relating in any way to the privacy, confidentiality, security, integrity and protection of Personal Data, including without limitation, the General Data Protection Regulation (EU) 2016/679 ('GDPR'), as amended or superseded from time to time, and any national implementing legislation.
'Data Subject'	means the identified or identifiable natural person to whom Personal Data relates.
'Personal Data'	means any information provided to Supplier relating to an identified or identifiable natural person and in relation to which the Supplier is providing the Services under the Principal Agreement; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
'Processor'	means the entity that processes Personal Data on behalf of the Controller.

¹ Parties to consider whether to adopt a group-to-group contracting structure, as here, and the practicalities of ensuring that each party is properly authorised to enter into the Addendum on behalf of its Affiliates.

'Subprocessor'	means the Processor engaged by Supplier to process data for TrackWise Digital on behalf of Customer.
'Subscriber' or 'Customer'	means the same legal entity which is a party to, and listed as, the "Subscriber" in the TrackWise Digital Agreement to which this Addendum is added.
'Supervisory Authority'	means any regulatory, supervisory, governmental or other competent authority with jurisdiction or oversight over the Data Protection Laws.
<p>2. Description of the Processing</p> <ul style="list-style-type: none"> i. Subject-matter and duration of the processing – Customer shall process quality record data and such data shall be processed and maintained in compliance with regulatory, statutory, and/or Customer-defined purposes and retention policies. (iii) and (iv) may include, but not limited to, system user data, employee data, and non-company person data. ii. Nature and purpose of the data processing – Quality control and monitoring purposes as defined by Customer. iii. Type of personal data – Personal data required to be collected to comply with regulatory, statutory, or Customer-defined requirements. iv. Categories of data subjects – may include, but not be limited to, system user data, employee data, and non-company Personal Data. 	
<p>3. General Processing Obligations of Supplier:</p> <ul style="list-style-type: none"> i. The parties acknowledge and agree that Customer is the Controller and Supplier is the Processor with regard to TrackWise Digital. However, Customer acknowledges and agrees that Supplier shall have no access to, or ability to view Personal Data since the ability to access and view Personal Data is restricted to Supplier's Subprocessor. ii. Supplier shall direct Subprocessor to process Personal Data only on documented instructions of Customer as set out in the Principal Agreement, and not for any other purpose, or in any other manner, unless specifically instructed by Customer in writing to do so, or as required by the GDPR. In the event that Supplier is made aware of a requirement under the Data Protection Laws that Personal Data be processed for any other purpose or in any other manner, Supplier shall inform Customer of that legal requirement before directing Subprocessor to process Personal Data pursuant to that requirement, unless the law prohibits such information on important grounds of public interest. iii. Supplier shall ensure that its employees, agents and/or subprocessors authorised to process Personal Data have committed themselves to confidentiality. iv. Supplier shall immediately notify Customer if, in its opinion, an instruction from Customer on the processing of Personal Data infringes the Data Protection Laws. Supplier, shall however, not be obliged to actively monitor such instructions for infringements of the Data Protection Laws. 	
<p>4. Data Security</p> <p>Supplier shall implement appropriate technical and organisational measures to safeguard Personal Data, which shall meet the requirements of the GDPR (Article 32). Customer acknowledges and agrees that it has knowledge of and has reviewed these measures and is responsible for ensuring that they provide an appropriate level of protection to the risks of Personal Data to be processed. Supplier may update or modify these measures from time to time provided that such updates or modifications do not result in any material degradation of the security of Personal Data.</p>	

5. Subprocessing

Supplier shall be permitted to appoint a subprocessor to process Personal Data provided that:

- i. Supplier enters into a written contract with the subprocessor on the same terms as those set out in this Addendum;
- ii. Supplier shall inform Customer of any intended changes concerning the addition or replacement of any subprocessor and give Customer the opportunity to object to such changes; and
- iii. where a subprocessor fails to fulfil its data protection obligations, Supplier shall remain fully liable to Customer for the performance of the subprocessor's obligations.

6. Data Subject Requests

Taking into account the nature of the processing, Supplier shall provide commercially reasonable assistance to Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of processing, erasure, data portability, object to the processing or his/her rights not to be subject to an automated individual decision making. To the extent legally permitted, Customer shall be responsible for any costs arising from Supplier's provision of such assistance.

7. Personal Data Breach

- i. Supplier shall notify Customer without undue delay after becoming aware of a Personal Data Breach and provide commercially reasonable assistance to Customer in connection with its third party notification and communication obligations under the GDPR, taking into account the nature of the Personal Data processing and the information available to Supplier. To the extent legally permitted, Customer shall be responsible for any costs arising from Supplier's provision of such assistance.
- ii. Customer acknowledges and agrees that it is solely responsible for the fulfilment of any third party notification and communication obligations under the GDPR.

8. Data Protection Impact Assessments

Supplier shall provide commercially reasonable assistance to Customer in connection with its obligations under the GDPR to carry out a data protection impact assessment (and, where required by the Data Protection Laws, consulting with the relevant Supervisory Authority in respect of any such data protection impact assessment). To the extent legally permitted, Customer shall be responsible for any costs arising from Supplier's provision of such assistance.

9. Audit

- i. Supplier shall make available to Customer all information necessary to demonstrate compliance with the obligations set out in this Addendum.
- ii. Where Customer requests to conduct an audit, or an inspection, Supplier shall use an external auditor to demonstrate its compliance with the obligations set out in this Addendum. Such audit or inspection shall be carried out by a third party auditor at the selection and expense of Supplier. A summary of the auditor's report shall be provided to Customer upon Customer's written request.

10. Return or Deletion of Personal Data

At the choice of Customer, Supplier shall delete or return, or direct Subprocessor to delete or return all Personal Data to Customer after the end of the provision of services relating to Personal Data, and delete or direct Subprocessor to delete existing copies of Personal Data unless the Data Protection Laws requires storage of Personal Data by Supplier.

IN WITNESS WHEREOF, the signatory for each Party has duly executed this Agreement on the date hereof and certifies that he/she has the authority to bind the Party on behalf of whom he/she has signed.

SPARTA SYSTEMS INC.

DocuSigned by:

Libby Klayman

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By: _____

Name: Libby Klayman

Title: VP Finance

Date: May 17, 2018

[CUSTOMER]

By: _____

Name: _____

Title: _____

Date: _____