

**Sparta Systems Data Protection Addendum
For TrackWise Digital**

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

This Addendum shall apply only to the TrackWise Digital Platform, TrackWise Digital Document Management ("TWD-DM"), TrackWise Digital Cloud Service Platform ("TWD-CSP"), and TrackWise Digital eMDR and Gateway ("TWD-EG") services, provided to Subscriber by Sparta, notwithstanding any references in this Addendum to other services or products offered by Sparta.

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 Platform, Subscriber acknowledges and agrees that Sparta shall have no access to, or ability to view Personal Data since the ability to access and view Personal Data is restricted to Sparta's Subprocessor. While Subprocessor has no direct contractual relationship with Subscriber, Sparta has entered into appropriate contractual arrangements with such Subprocessor, in order to adduce adequate safeguards for the Personal Data.

For TWD-DM, TWD-CSP, and TWD-EG, Subscriber acknowledges and agrees that Sparta shall have limited access to Personal Data because Sparta contractually controls the transfer of data from Subscriber to Sparta's Subprocessor but does not have the ability to access or view Personal Data as part of the transfer process. While Subprocessor has no direct contractual relationship with Subscriber, Sparta has entered into appropriate contractual arrangements with such Subprocessor, 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.
'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 Sparta relating to an identified or identifiable natural person and in relation to which the Sparta 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.
'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 Sparta.

‘Processor’	means the entity that processes Personal Data on behalf of the Controller.
‘Subprocessor’	means each and any subcontractor engaged by Sparta to process data for the TrackWise Digital Platform, TWDM, and TWD-EG on behalf of Subscriber.
‘Supervisory Authority’	means any regulatory, supervisory, governmental or other competent authority with jurisdiction or oversight over the Data Protection Laws.

2. Description of the Processing

- i. Subject-matter and duration of the processing – Sparta shall process quality record data and such data shall be processed and maintained in compliance with regulatory, statutory, and/or Subscriber-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 and Document control and monitoring purposes as defined by Subscriber.
- iii. Type of personal data – Personal data required to be collected to comply with regulatory, statutory, or Subscriber-defined requirements.
- iv. Categories of data subjects – may include, but not be limited to, system user data, employee data, and non-company Personal Data.

3. General Processing Obligations of Sparta:

- i. The parties acknowledge and agree that Subscriber is the Controller and Sparta is the Processor with regard to the Personal Data (whether collected through the TrackWise Digital Platform, the TW-DM or TWD-EG). However, Subscriber acknowledges and agrees that:
 - a. Sparta shall have no access to, or ability to view Personal Data collected through the TrackWise Digital Platform since the ability to access and view such Personal Data is restricted [both technically and contractually] to Subprocessor; and
 - b. Sparta shall have limited access to, or ability to view Personal Data collected through TW-DM or TWD-EG since, in each case, Sparta controls the transfer of data from Subscriber to Sparta’s Subprocessor but does not have the ability to access or view Personal Data as part of the transfer process.
- ii. Sparta shall direct Subprocessor to process Personal Data only on documented instructions of Subscriber as set out in the Principal Agreement, and not for any other purpose, or in any other manner, unless specifically instructed by Subscriber in writing to do so, or as required by the GDPR. In the event that Sparta 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, Sparta shall inform Subscriber 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. Sparta shall ensure that its employees, agents and/or subprocessors authorised to process Personal Data have committed themselves to confidentiality.
- iv. Sparta shall immediately notify Subscriber if, in its opinion, an instruction from Subscriber on the processing of Personal Data infringes the Data Protection Laws. Sparta, shall however, not be obliged to actively monitor such instructions for infringements of the Data Protection Laws.

4. Data Security

Sparta shall implement appropriate technical and organisational measures to safeguard Personal Data, which shall meet the requirements of the GDPR (Article 32). Subscriber 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. Sparta 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</p> <p>Sparta shall be permitted to appoint a subprocessor to process Personal Data provided that:</p> <ol style="list-style-type: none"> i. Sparta enters into a written contract with the subprocessor on the similar terms as those set out in this Addendum; ii. Sparta shall inform Subscriber of any intended changes concerning the addition or replacement of any subprocessor and give Subscriber the opportunity to object to such changes; and iii. where a subprocessor fails to fulfil its data protection obligations, Sparta shall remain fully liable to Subscriber for the performance of the subprocessor's obligations.
<p>6. Data Subject Requests</p> <p>Taking into account the nature of the processing, Sparta shall provide commercially reasonable assistance to Subscriber by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Subscriber'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, Subscriber shall be responsible for any costs arising from Sparta's provision of such assistance.</p>
<p>7. Personal Data Breach</p> <ol style="list-style-type: none"> i. Sparta shall notify Subscriber without undue delay after becoming aware of a Personal Data Breach and provide commercially reasonable assistance to Subscriber 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 Sparta. To the extent legally permitted, Subscriber shall be responsible for any costs arising from Sparta's provision of such assistance. ii. Subscriber acknowledges and agrees that it is solely responsible for the fulfilment of any third party notification and communication obligations under the GDPR.
<p>8. Data Protection Impact Assessments</p> <p>Sparta shall provide commercially reasonable assistance to Subscriber 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, Subscriber shall be responsible for any costs arising from Sparta's provision of such assistance.</p>
<p>9. Audit</p> <ol style="list-style-type: none"> i. Sparta shall make available to Subscriber all information necessary to demonstrate compliance with the obligations set out in this Addendum. ii. Where Subscriber requests to conduct an audit, or an inspection, Sparta 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 Sparta. A summary of the auditor's report shall be provided to Subscriber upon Subscriber's written request.
<p>10. Return or Deletion of Personal Data</p> <p>At the choice of Subscriber, Sparta shall delete or return, or direct Subprocessor to delete or return all Personal Data to Subscriber 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 Sparta.</p>

IN WITNESS WHEREOF, the signatory for each Party has duly executed this Addendum 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.

SUBSCRIBER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ANNEX 1 – DATA RECORD

Customer: [Subscriber Legal Name]		Supplier: Sparta Systems, Inc.
Customer Contact Name: [Customer Contact Name]		Supplier Contact Name: Paul Marini
Processing carried out by Supplier:	See 2.i. above.	
Retention:	The personal data will be processed for the duration of the Agreement and for thirty (30) days following termination.	
Description of Data Subject:	as defined in the data processing addendum	
Personal Data processed as part of the Services:	Identifying: User First Name and Last Name, Email Address Other personal data: See Section 2 above.	
Special Categories of Personal Data:	None, unless defined by Subscriber.	
Permitted Sub-Processors and transfers:	Sub processor	Services
	Salesforce.com	Hosting environment for QMS and TMS in [region].
	Amazon Web Services (AWS)	Cloud Service Platform inclusive of DMS Document Rendering and DMS Storage, transmission of data between TWD and TrackWise on-premise, and Sparta AI in [region].
	Box.com	DMS Document Storage in [region].
Technical and Organisational Measures:	See document. Salesforce.com, AWS, and Box.com are certified as SOC 2, ISO 27001/27018, NIST, Privacy Shield and others.	