Cloud Services - Data Processing Addendum

This Data Processing Addendum ("**DPA**") to the Cloud Services – Terms of Service ("**Terms of Service**") sets out the additional terms and conditions under which Cyrus Innovations Inc. (referred to as "**Cyrus Innovations**", "**we**", "**us**" or "**our**") and its customer (either you as a an individual, or the legal entity that you represent and have the full power and authority to bind contractually, as applicable; referred to as the "**Subscriber**", "**you**", "**your**" or "**yours**") agree to share the responsibility for the processing of any Personal Data (as such terms are defined below) in relation to the Subscriber's access and use of Cyrus Innovations's Cloud Services provided to the Subscriber under the Terms of Service.

1. **Application of the Terms of Service.**

   1.1. This DPA is deemed part of the Terms of Services, and is incorporated therein by reference (and therefore apply to Subscriber upon Subscriber's acceptance of the Terms of Service, without need for the Subscriber to take any further actionor (i) if, in relation to Subscriber's use of the Cloud Service, Subscriber and/or Cyrus Innovations will collect, use or otherwise process personal data of residents of any Member State.

   1.2. In the event of any conflict or inconsistency between the provisions of the DPA and those of the Terms of Service, the provisions of the Terms of Service will take precedence.

   1.3. Once incorporated into the Terms of Service, this DPA applies if and to the extent that Cyrus Innovations is Processing Submitted Data.

2. **Definitions.**
   In this DPA, the following terms shall have the following meanings:

   2.1. "**Controller**", "**Processor**", "**Sub-Processors**", "**Data Subject**", "**Personal Data**", "**Processing**" (and "**Process**") and "**Special Categories of Personal Data**" shall have the meanings given in the EEA Data Protection Laws;

   2.2. "**Submitted Data**" means any and all Personal Data that the Subscriber submits, uploads or otherwise stores on or through the Cloud Services, directly or indirectly by its users.

3. **Relationship of the parties.**
   The parties hereby acknowledge and agree that as part of the Subscriber's access and use of Cyrus Innovations's Cloud Services, the Subscriber will act as the Controller with

respect to any Submitted Data submitted directly or on behalf of its users (acting as Controllers). The Subscriber appoints Cyrus Innovations as a Processor to Process the Submitted Data on the Subscriber's behalf for the purposes and within the scope described in the Terms of Services and this DPA (or as otherwise agreed in writing by the parties). Each party shall comply with the obligations that apply to it under Applicable Data Protection Laws.

4. **Prohibited Data.**

   The Subscriber shall not disclose (and shall not permit any user to disclose) any Special Categories of Personal Data to Cyrus Innovations for Processing.

5. **Confidentiality of Processing.**

   Cyrus Innovations shall ensure that any person it authorises to Process the Submitted Data shall treat and protect the Submitted Data as confidential information, and shall be under a duty of confidentiality (whether contractual or statutory).

6. **Security.**

   Cyrus Innovations shall implement appropriate technical and organisational measures to protect the Submitted Data from unlawful destruction, or unauthorised disclosure of or access to the Submitted Data (a "**Security Incident**") that are based on industry practices and the requirements of the Applicable Data Protection Laws.

7. **Subcontractors.**

   The Subscriber consents to Cyrus Innovations instructing third party Sub-Processors to process the Submitted Data for the purposes and within the scope described in the Terms of Service and this DPA, provided that: (i) Cyrus Innovations maintains an up-to-date list of its Sub-Processors which shall be available to the Subscriber upon written request, which Cyrus Innovations shall update with details of any change in Sub-Processors at least ten (10) days prior to any such change; (ii) Cyrus Innovations imposes data protection terms on any Sub Processor it appoints that require it to protect the Submitted Data to the standard required by Applicable Data Protection Laws; and (iii) Cyrus Innovations remains liable for any breach of this clause that is caused by an act, error or omission of its Sub Processor. The Subscriber may object to Cyrus Innovations's appointment or replacement of a Sub Processor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, the Subscriber and Cyrus Innovations will negotiate in good faith to try and resolve the issue. If not resolvable, Cyrus Innovations will either not appoint or replace the Sub Processor or, if this is not possible, the Subscriber may suspend or terminate its subscription to the Cloud Services and the Terms of Service with Cyrus Innovations; provided that the Subscriber will remain responsible for any fees and charges associated with its access or use of the Cloud Services prior to such suspension or termination. Without restricting the generality of the above, the Subscriber acknowledges and agrees that Alicloud, in its capacity of

provider of Cyrus Innovations's data centers used in the provision of Cloud Services, shall be appointed and act as a Sub Processor of Cyrus Innovations under the Terms of Service.

8. **Cooperation and Data Subjects' Rights.**
Cyrus Innovations shall provide reasonable and timely assistance to the Subscriber (at the Subscriber's expense) to enable the Subscriber to support its users in responding to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Laws (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject or regulator in connection with the Processing of the Submitted Data under this DPA. In the event that any such request, correspondence, enquiry or complaint is made directly to Cyrus Innovations, Cyrus Innovations shall promptly inform the Subscriber providing full details of the same.

9. **Data Protection Impact Assessments.**
Cyrus Innovations shall provide reasonable cooperation to the Subscriber (at the Subscriber's expense) in connection with any data protection impact assessments or consultations with regulatory authorities that are required under the Applicable Data Protection Laws.

10. **Cross-border Transfers.**
Cyrus Innovations shall not transfer the Submitted Data of any subscriber outside the territory of Singapore.

Security incidents.
If Cyrus Innovations becomes aware of a confirmed Security Incident, Cyrus Innovations shall inform the Subscriber without undue delay and shall provide reasonable information and cooperation to the Subscriber. Cyrus Innovations shall further take any reasonably necessary measures and actions to remedy or mitigate the effects of the Security Incident and shall keep the Subscriber informed of all material developments in connection with the Security Incident.

11. **Data Retention.**
Cyrus Innovations shall destroy or return, at Subscriber's choice, all Submitted Data under its control upon the expiration or termination of the Terms of Service. This requirement shall not apply to the extent that Cyrus Innovations is required by applicable law to retain some or all of the Submitted Data, or to Submitted Data it has archived on backup systems, which Cyrus Innovations shall securely isolate and protect from any further Processing, except to the extent required by such law.

12. **Term.**

In the situations described in clause 1.1 above, this DPA will become effective immediately when the Terms of Service become effective and apply to the Subscriber, in accordance with the Terms of Service. Otherwise, in the situations described in clause 1.2 above, this DPA will become effective as of the date that Cyrus Innovations receives the copy of this DPA countersigned by the Subscriber in accordance with such clause 1.2 above. In both cases, this DPA will remain in force and effect until the termination or expiration of the Terms of Service.