EXPONENTIAL-E / VYSIION DATA PROCESSING ADDENDUM

Version History		
Version Number	**Date Approved**	**Change/Reason for Change/Comments**
1.0	02/05/2025	Initial document creation
1.1	23/07/2025	Minor update to remove discrepancies on sub-processing
1.2	16/10/2025	Addition of appendices for Azure Local and Cloud Backup
1.3	13/03/2026	Addition of appendix for iPilot™ Onboarding and Access

This Data Processing Addendum ("DPA") is entered into by and between Exponential-e Limited ("Exponential-e") or Vysiion Limited ("Vysiion") (as applicable) ("Data Processor") and Exponential-e's or Vysiion's customer (as applicable) (whether designated as "Customer", "Partner" or by some other nomenclature in the relevant contract) hereinafter referred to as "the Customer" and/or "Data Controller", collectively referred to as the "Parties" and individually as a "Party". This DPA forms part of the Principal Agreement (as defined below) between the Data Processor and Data Controller, to reflect the Parties' agreement with regard to the processing of personal data. This DPA may be updated from time to time and any such updates shall apply from the date in which the latest version was published.

Under this DPA, the Data Processor agrees to process personal data received from the Data Controller solely on behalf of the Data Controller and in compliance with (i) the instructions received from the Data Controller; (ii) the General Data Protection Regulation (GDPR); and (iii) the Data Protection Act 2018.

Any terms capitalized but not defined herein shall have the meaning ascribed to them in the Principal Agreement or applicable legislation. This DPA is subject to the terms and conditions set forth in the Principal Agreement, except where explicitly modified by this DPA.

1. DEFINITIONS

1.1 For the purposes of this DPA, the following terms shall have the meanings set forth below:

"Customer Data"	Personal Data of Data Subjects which the Customer is either the Controller or Processor of;
"Data Processor"	Exponential-e or Vysiion (as applicable), in its role of processing personal data on behalf of the Data Controller;
"Data Controller"	The Customer, in its role of determining the purposes and means of the processing of personal data;
"Data Protection Laws"	(i) the Data Protection Act 2018 (and any re-enactment or replacement thereof), (ii) the GDPR; (iii) the UK GDPR and (iv) any other applicable statutes and regulations regarding the Processing of Personal Data;
"Data Subject"	an identified or identifiable natural person;
"GDPR"	The General Data Protection Regulation (Regulation (EU) 2016/679)
"Principal Agreement"	The Exponential-e Order Form or Vysiion Order Form (as applicable) or other written or electronic agreement between the Data Processor and Data Controller for the purchase of services;
"Personal Data"	Any information relating to an identified or identifiable natural person that is processed under this DPA. For the avoidance of doubt, 'Personal Data' shall be interpreted in accordance with the General Data Protection Regulation (EU) 2016/679 ("GDPR") and the UK General Data Protection Regulation ("UK GDPR");
"Processing"	Any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as

collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. 'Processing' shall also be interpreted in accordance with the GDPR and UK GDPR.

2. Scope and Roles

2.1 This DPA applies when Customer Data is processed by Exponential-e or Vysiion. For the purpose of this DPA, Exponential-e or Vysiion (as applicable) will act as a Data Processor, and the Customer will act as a Data Controller, who may act itself as either a Controller or Processor of Personal Data. Service specific processing (where applicable) will be detailed in the applicable Appendix to this DPA.

2.2 Both parties agree to comply with their respective obligations under the Data Protection Laws. The Data Processor agrees to process Personal Data only on documented instructions from the Data Controller, unless required by the laws of England and Wales or any other relevant country to which the Data Processor is subject; in such a case, the Data Processor shall inform the Data Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

2.3 Exponential-e / Vysiion shall maintain complete and accurate records of its Processing activities under the relevant Contract in accordance with the Data Protection Laws and make such records available for inspection by the Customer as soon as reasonably practicable following written request by the Customer.

3. Customer instructions

3.1 The Parties agree that this DPA and the Principal Agreement constitute the documented instructions provided herein. These instructions are to Process Personal Data:
   (a) exclusively for the purposes set forth in the Principal Agreement, and not for any other purpose unless expressly authorised in writing by the Data Controller; and
   (b) only to the extent reasonably necessary to provide the relevant Service(s) and exercise its rights and fulfil its obligations under, and in accordance with, the Contract; and
   (c) in compliance with the Data Protection Laws.

3.2 Taking into account the nature of Services and Processing, the Customer acknowledges that it is unlikely that Exponential-e / Vysiion will be able to know whether an instruction infringes the Data Protection Laws. In the event that Exponential-e / Vysiion is of the opinion that such instructions may infringe the Data Protection Laws, it shall immediately inform the Data Controller.

3.3 Any such additional instructions outside of the scope of this DPA and the Principal Agreement require the prior written agreement of Exponential-e / Vysiion and may result in additional fees being payable by the Customer.

3.4 The Customer is entitled to terminate this DPA and the Principal Agreement (subject to the payment of the Termination Payment) in the event that Exponential-e / Vysiion declines to follow any instructions requested by the Customer outside of the scope of this DPA and Principal Agreement.

3.5 Exponential-e / Vysiion shall follow any such instructions in this DPA and Principal Agreement unless applicable law requires otherwise; in such cases, Exponential-e / Vysiion shall inform the Data Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

4. Confidentiality of Customer Data

4.1 Exponential-e / Vysiion will not access, use or disclose to any third party, any Customer Data save where (i) necessary to maintain or provide Services; and/or (ii) to comply with the law or a valid and binding order of a governmental or investigatory body. Where required to comply with a governmental or investigatory body, Exponential-e / Vysiion may information to the minimum extent required to comply with any such order.

4.2 Exponential-e / Vysiion shall promptly notify the Customer of any request received directly from a Data Subject.

4.3 All employees, agents, or subcontractors of Exponential-e / Vysiion who have access to Personal Data under this DPA are required to maintain the confidentiality of such information and are prohibited from using the information for any unauthorized purpose.

5. Security of Data Processing

5.1 In accordance with the DPA, Exponential-e / Vysiion shall implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes associated with the processing of Personal Data. Subject to any service-specific details set out in an Appendix to this DPA, such measures shall include, but may not be limited to, the following:

    (a) Maintaining relevant accreditations, including ISO27001 and CSA STAR (where applicable to the Service in question) or any materially-equivalent or replacement standards, to demonstrate compliance with industry standards for information security management;

    (b) Ensuring that access to Personal Data is limited to authorized personnel who have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

    (c) Regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;

    (d) Implementing industry-standard measures to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and

    (e) Ensuring that all processing activities are conducted in compliance with the Data Protection Laws.

6. Assistance

6.1 Exponential-e / Vysiion will assist upon request the Data Controller in responding to any request from a Data Subject and in ensuring compliance with its obligations under the GDPR and UK GDPR with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators. Any such assistance shall be provided at Exponential-e / Vysiion's then current standard rates for Professional Services.

7. Sub-Processing

7.1 The Customer provides general authorisation for Exponential-e's / Vysiion's use of third-party sub-processors to provide processing activities on behalf of the Customer to assist in fulfilling its obligations with respect to the Processing of Personal Data under the Principal Agreement ("Sub-processors").

7.2 Exponential-e's / Vysiion's website (currently www.exponential-e.com/customer-terms) lists Sub-processors that it engages in the provision of Services, which shall be updated with any changes from time to time (the "Website).

7.3 If the Customer objects to a Sub-processor, it shall: (i) subject to the payment of the Termination Payment, be entitled to terminate the Principal Agreement; or (ii) cease using the Service for which Exponential-e has engaged the Sub-processor.

8. Data Breach Notification

8.1 In the event of a Personal Data Breach, Exponential-e / Vysiion shall notify the Data Controller without undue delay, and in any event within seventy-two (72) hours after having become aware of it. This notification may be provided in phases where all information it is not possible to provide all information at the same time.

9. Data Transfer

9.1 In accordance with the DPA and the Data Protection Laws, the Data Processor and Data Controller acknowledge that the Data Processor may transfer Personal Data outside of the European Economic Area (EEA) and/or United Kingdom, subject to Paragraph 9.2 below

9.2 Exponential-e / Vysiion shall ensure that any such transfer of Personal Data is subject to appropriate safeguards as may be required by the GDPR and UK GDPR, including the execution of Standard Contractual Clauses approved by the European Commission or relying on an adequacy decision by the European Commission, where applicable.

9.3 In the event of any conflict between the provisions of this Data Transfer clause and any other provisions of the DPA or the Principal Agreement, the provisions of this Data Transfer clause shall prevail with respect to the transfers of Personal Data.

10. Audit

10.1 Subject to the remaining provisions of this Paragraph 10.1, the Customer may, at a mutually agreed time, conduct an audit to verify Exponential-e's / Vysiion's compliance with its Processing obligations under this DPA. Exponential-e / Vysiion and the Customer shall use all reasonable endeavours to schedule the audit within one (1) calendar month of request.

10.1.1 Subject to the remaining provisions of this Paragraph 10.1, Exponential-e / Vysiion shall provide the Customer with all reasonable assistance to carry out the audit, including access to relevant premises, systems, records and personnel. Access to records and systems shall be strictly limited to those areas solely containing data relating to the Processing of Customer Personal Data under the Principal Agreement. No access to (i) data pertaining to other customers and/or (ii) any other information that is covered by a confidentiality obligation to a third party and/or (iii) any financial or commercially-sensitive information pertaining to the Customer will be provided.

10.1.2 Any audit shall be carried out during Normal Business Hours and no more frequently than once in any twelve (12) month period unless stipulated otherwise by the Data Protection Laws.

10.1.3 The Customer shall (and shall procure that all auditing personnel shall) comply with the reasonable (i) site security and health and safety policies and procedures applicable to Exponential-e's /Vysiion's premises and (ii) instructions of any supervising Exponential-e / Vysiion personnel, whilst carrying out the audit.

10.1.4 The Customer shall (and shall procure that all auditing personnel shall) ensure that the audit is carried out in such as manner so as not to unreasonably disrupt the normal business operations of Exponential-e / Vysiion and is carried out in an expeditious and professional manner by suitably qualified personnel.

10.1.5 Exponential-e reserves the right, at all times, to refuse entry to its premises and/or systems, and/ or records or to remove from its premises to, and/or remove system and/or records access rights for, any person who in the reasonable opinion of Exponential-e is not fit to have such access or is causing the Customer to be in breach of this Clause 10.1.

10.1.6 Exponential-e / Vysiion shall be entitled to charge for its time incurred as a result of any audit under this Paragraph 10.1 at a rate of £2,000 ex VAT for each Working Day or part thereof, save where such audit finds that Exponential-e /Vysiion has failed to comply with its Personal Data Processing obligations under this DPA.

11. Term and Termination

11.1 This DPA shall commence upon entering into the Principal Agreement and shall remain in effect until the termination or expiry of the Principal Agreement, unless otherwise terminated in accordance with its terms. Upon termination of the Principal Agreement, this DPA shall automatically terminate without the requirement of further notice.

11.2 Upon termination of this DPA for any reason, Exponential-e / Vysiion and the Customer shall comply with the Return of Personal Data section of the applicable Appendices to this DPA (if applicable). Where the Personal Data has not been removed pursuant to the applicable Appendix, Exponential-e / Vysiion shall be entitled to delete the same without further liability to the Customer (unless local laws (for the

purpose of processing within the UK) or European Union or Member State law (where processing occurs in within the EEA) requires the continued storage of the Personal Data).

11.3   The obligations of confidentiality and data protection set forth in this DPA shall survive the termination of this DPA for a period of five (5) years.

Appendix 1: Virtual Data Centre (VDC) Service

Subject Matter of Processing

The Personal Data (if any) that the Customer stores within the VDC Service.

Nature of the Processing

Storage and replication between VDCs (if applicable).

Exponential-e / Vysiion will not block, delete, correct, pseudonymise or encrypt any data. Exponential-e / Vysiion has no responsibility for data accuracy in respect of the Stored Data.

Return of Personal Data

Exponential-e / Vysiion will not extract the Customer Data from the Stored Data and return it to the Customer. The Customer shall remain responsible for removing all the Stored Data as per Clause 6.5.2.1 of the Additional Terms for Cloud and IT Services set out in the Service Document for Cloud, IT and Data Centre Services.

Appendix 2: Server Replication (Zerto) Service

Subject Matter of Processing

The Personal Data (if any) that the Customer stores within the Protected Servers and the Clone Servers where such Protected Servers and/or Clone Servers reside within Exponential-e / Vysiion's data centre environments. Where servers are located within public cloud environments, Customer Data on those servers may be Processed by the relevant public cloud provider and the Customer is referred to the relevant public cloud provider's terms (see the applicable Service Definition within the applicable Service Document) for data processing terms. For the avoidance of doubt, public cloud providers will be a Processor of Customer Data pursuant to their terms; not as a Sub-Processor to Exponential-e / Vysiion.

Nature of the Processing

Replication of Personal Data within the Customer's Protected Servers to the Clone Servers.

Exponential-e / Vysiion will not block, delete, correct, pseudonymise or encrypt any data being replicated.

Appendix 3: Online Backup Service

Subject Matter of Processing

The Personal Data (if any) that the Customer stores within the Online Backup Service.

Nature of the Processing

Storage and replication (if applicable).

Exponential-e / Vysiion will not block, delete, correct, pseudonymise or encrypt any data other than an expressly set out in the Service Definition. Exponential-e / Vysiion has no responsibility for data accuracy in respect of the Stored Data.

Return of Personal Data

Exponential-e / Vysiion will not extract the Customer Data from the Stored Data and return it to the Customer. The Customer shall remain responsible for removing all the Stored Data as per Clause 6.5.2.1 of the Additional Terms for Cloud and IT Services set out in the Service Document for Cloud, IT and Data Centre Services.

Appendix 4: Cloud Storage Service

Subject Matter of Processing

The Personal Data (if any) that the Customer stores within the Cloud Storage Service.

Nature of the Processing

In respect of Personal Data within the Stored Data, storage and replication (if applicable) only. Exponential-e / Vysiion will not block, delete, correct, pseudonymise or encrypt the Stored Data. Exponential-e / Vysiion has no responsibility for data accuracy.

Return of Personal Data

Exponential-e / Vysiion will not extract the Customer Data from the Stored Data and return it to the Customer. The Customer shall remain responsible for removing all the Stored Data as per Clause 6.5.2.1 of the Additional Terms for Cloud and IT Services set out in the Service Document for Cloud, IT and Data Centre Services.

Appendix 5: Storage-as-a-Service

Subject Matter of Processing

The Personal Data (if any) that the Customer stores within the Storage-as-a-Service.

Nature of the Processing

In respect of Personal Data within the Stored Data, storage and replication (if applicable) only. Exponential-e / Vysiion will not block, delete, correct, pseudonymise or encrypt the Stored Data. Exponential-e / Vysiion has no responsibility for data accuracy.

Return of Personal Data

Exponential-e / Vysiion will not extract the Customer Data from the Stored Data and return it to the Customer. The Customer shall remain responsible for removing all the Stored Data as per Clause 6.5.2.1 of the Additional Terms for Cloud and IT Services set out in the Service Document for Cloud, IT and Data Centre Services.

Appendix 6: Hyper Converged Infrastructure (HCI) Service

Subject Matter of Processing

The Personal Data (if any) that the Customer stores within the HCI.

Nature of the Processing

Storage and replication (if applicable).

Exponential-e / Vysiion will not block, delete, correct, pseudonymise or encrypt any data. Exponential-e / Vysiion has no responsibility for data accuracy in respect of the Stored Data.

Return of Personal Data

Exponential-e / Vysiion will not extract the Customer Data from the Stored Data and return it to the Customer. The Customer shall remain responsible for removing all the Stored Data as per Clause 6.5.2.1 of the Additional Terms for Cloud and IT Services set out in the Service Document for Cloud, IT and Data Centre Services.

Appendix 7: Storage Gateway Service

The Personal Data (if any) that the Customer stores within the Storage Gateway Service storage components.

In respect of Personal Data within the Stored Data, storage only. Exponential-e / Vysiion will not block, delete, correct, pseudonymise or encrypt the Stored Data. Exponential-e / Vysiion has no responsibility for data accuracy.

Exponential-e / Vysiion will not extract the Customer Data from the Stored Data and return it to the Customer. The Customer shall remain responsible for removing all the Stored Data as per Clause 6.5.2.1 of the Additional Terms for Cloud and IT Services set out in the Service Document for Cloud, IT and Data Centre Services.

Appendix 8: Microsoft Azure Services

With respect to Processing of Customer Data by Microsoft and/or through the provision and/or use of the Microsoft Azure Services, the Customer is referred to the Microsoft Terms for relevant terms (see the Service Definition for Microsoft Azure Services in the Service Document for Cloud, IT and Data Centre Services for details). For the avoidance of doubt, Microsoft will be a Processor of Customer Data pursuant to the Microsoft Terms; not a Sub-Processor to Exponential-e / Vysiion.

Appendix 9: Amazon Web Services

With respect to Processing of Customer Data by Amazon AWS and/or through the provision and/or use of the Amazon AWS Services, the Customer is referred to the Amazon AWS Terms for relevant terms (see the Service Definition for Amazon Web Services in the Service Document for Cloud, IT and Data Centre Services for details). For the avoidance of doubt, Amazon AWS will be a Processor of Customer Data pursuant to the Amazon AWS Terms; not a Sub-Processor to Exponential-e / Vysiion.

Appendix 10: Microsoft Office365 Services

With respect to Processing of Customer Data by Microsoft and/or through the provision and/or use of the Office 365 product, the Customer is referred to the Microsoft Terms for relevant terms (see the Service Definition for Microsoft Office365 Services in the Service Document for Cloud, IT and Data Centre Services for details). For the avoidance of doubt, Microsoft will be a Processor of Customer Data pursuant to the Microsoft Terms; not a Sub-Processor to Exponential-e / Vysiion.

Appendix 11: Microsoft 365 Services

With respect to Processing of Customer Data by Microsoft and/or through the provision and/or use of the 365 product, the Customer is referred to the Microsoft Terms for relevant terms (see the Service Definition for Microsoft 365 Services in the Service Document for Cloud, IT and Data Centre Services for details). For the avoidance of doubt, Microsoft will be a Processor of Customer Data pursuant to the Microsoft Terms; not a Sub-Processor to Exponential-e / Vysiion.

Appendix 12: Billing Portal Service

Subject Matter of Processing

Call details, names, phone numbers.

Nature of the Processing

Storage, collection and reporting.

Appendix 13: Call Reporting Service

<u>Subject Matter of Processing</u>

Phone numbers, call records, content of voicemails.

<u>Nature of the Processing</u>

Storage, collection and reporting.

Appendix 14: Contact Centre as a Service (CCaaS)

Subject Matter of Processing

Phone numbers, call records, content of voicemails, email addresses, passwords/codes and usernames used in conjunction with the Service and/or Service portal.

Nature of the Processing

Storage, collection, and reporting.

Appendix 15: Multi-Channel Recording Service

Subject Matter of Processing

Phone numbers, call records, email addresses, passwords/codes and usernames used in conjunction with the Service and/or Service portal.

Nature of the Processing

Storage, collection and reporting.

Appendix 16: Analytics for MS Teams Service

Subject Matter of Processing

Phone numbers, call records, email addresses, passwords/codes and usernames used in conjunction with the Service and/or Service portal.

Nature of the Processing

Storage, collection and reporting.

Appendix 17: Unified Communications as a Service (UCaaS)

Subject Matter of Processing

The phone numbers, call records, content of voicemails, email addresses, password/codes and usernames used in conjunction with the Service and/or Service portal.

Nature of the Processing

Storage, collection and reporting.

Appendix 18: Enterprise Contact Centre

Processing by Five9

With respect to Processing of Customer Data by Five9 through the provision and/or use of the Enterprise Contact Centre Service, the Customer is referred to the Five9 Required Terms (see the Service Definition for Enterprise Contact Centre Services in the Service Document for Voice Services for details). For the avoidance of doubt, Five9 will be a Processor of Customer Data pursuant to the Required Terms; not a Sub-Processor to Exponential-e / Vysiion.

Processing by Exponential-e / Vysiion

Subject Matter of Processing

 Customer Personal Data stored within the Enterprise Contact Centre Service.

Nature of the Processing

Customer Personal Data stored within the Enterprise Contact Centre Service may be accessed by Exponential-e / Vysiion in its capacity of administrator of the Customer's domain.

Exponential-e / Vysiion will not be storing/replicating/collecting/erasing/combining any Customer Personal Data.

Appendix 19: Flex Manage - Enhanced Operational Management Level – OS Managed

<u>Subject Matter of Processing</u>

The Personal Data (if any) that the Customer stores within the applications managed by Exponential-e / Vysiion or the Customer's Active Directory.

<u>Nature of the Processing</u>

As reasonably required to provide the OS Managed Enhanced Operational Support Level in respect of the managed application.

Exponential-e / Vysiion will not block, delete, correct, pseudonymise or encrypt any data. Exponential-e / Vysiion has no responsibility for data accuracy in respect of the Customer data within the managed application.

Appendix 20: Flex Manage - Operational Management Level – OS and Application Managed

Subject Matter of Processing

The Personal Data (if any) that the Customer stores within the applications managed by Exponential-e / Vysiion or the Customer's Active Directory.

Nature of the Processing

As reasonably required to provide the OS and Application Managed Enhanced Operational Support Level in respect of the managed application.

Exponential-e / Vysiion will not block, delete, correct, pseudonymise or encrypt any data. Exponential-e / Vysiion has no responsibility for data accuracy in respect of the Customer data within the managed application.

Appendix 21: Flex Manage - Enhanced Operational Management Level – User OS Managed

<u>Subject Matter of Processing</u>

The Personal Data (if any) that the Customer stores within the applications managed by Exponential-e / Vysiion or the Customer's Active Directory.

<u>Nature of the Processing</u>

As reasonably required to provide the User OS Managed Enhanced Operational Support Level in respect of the managed application.

Exponential-e / Vysiion will not block, delete, correct, pseudonymise or encrypt any data. Exponential-e / Vysiion has no responsibility for data accuracy in respect of the Customer data within the managed application.

Appendix 22: Flex Manage - Enhanced Operational Management Level – User OS & Application Managed

<u>Subject Matter of Processing</u>

The Personal Data (if any) that the Customer stores within the applications managed by Exponential-e / Vysiion or the Customer's Active Directory.

<u>Nature of the Processing</u>

As reasonably required to provide the User OS & Application Managed Enhanced Operational Support Level in respect of the managed application.

Exponential-e / Vysiion will not block, delete, correct, pseudonymise or encrypt any data. Exponential-e / Vysiion has no responsibility for data accuracy in respect of the Customer data within the managed application.

Appendix 23: Flex Manage - Enhanced Operational Management Level – HCI Platform Managed

Subject Matter of Processing

The Personal Data (if any) that the Customer stores within the applications managed by Exponential-e / Vysiion or the Customer's Active Directory.

Nature of the Processing

As reasonably required to provide the HCI Platform Managed Enhanced Operational Support Level in respect of the managed application.

Exponential-e / Vysiion will not block, delete, correct, pseudonymise or encrypt any data. Exponential-e / Vysiion has no responsibility for data accuracy in respect of the Customer data within the managed application.

Appendix 24: Flex Manage - Enhanced Operational Management Level – Virtual Desktop PaaS Managed

<u>Subject Matter of Processing</u>

The Personal Data (if any) that the Customer stores within the applications managed by Exponential-e / Vysiion or the Customer's Active Directory.

<u>Nature of the Processing</u>

As reasonably required to provide the Virtual Desktop PaaS Managed Enhanced Operational Support Level in respect of the managed application.

Exponential-e / Vysiion will not block, delete, correct, pseudonymise or encrypt any data. Exponential-e / Vysiion has no responsibility for data accuracy in respect of the Customer data within the managed application.

Appendix 25: Flex Manage - Enhanced Operational Management Level – Microsoft 365 User Managed

Subject Matter of Processing

The Personal Data (if any) that the Customer stores within the applications managed by Exponential-e / Vysiion or the Customer's Active Directory.

Nature of the Processing

As reasonably required to provide the Microsoft 365 User Managed Enhanced Operational Support Level in respect of the managed application.

Exponential-e / Vysiion will not block, delete, correct, pseudonymise or encrypt any data. Exponential-e / Vysiion has no responsibility for data accuracy in respect of the Customer data within the managed application.

Appendix 26: Flex Manage - Enhanced Operational Management Level – Individual Service Managed

<u>Subject Matter of Processing</u>

The Personal Data (if any) that the Customer stores within the applications managed by Exponential-e / Vysiion or the Customer's Active Directory.

<u>Nature of the Processing</u>

As reasonably required to provide the Individual Service Managed Enhanced Operational Support Level in respect of the managed application.

Exponential-e / Vysiion will not block, delete, correct, pseudonymise or encrypt any data. Exponential-e / Vysiion has no responsibility for data accuracy in respect of the Customer data within the managed application.

Appendix 27: Flex Manage - Enhanced Operational Management Level – Microsoft CSP Managed

<u>Subject Matter of Processing</u>

The Personal Data (if any) that the Customer stores within the applications managed by Exponential-e / Vysiion or the Customer's Active Directory.

<u>Nature of the Processing</u>

As reasonably required to provide the Microsoft CSP Managed Enhanced Operational Support Level in respect of the managed application.

Exponential-e / Vysiion will not block, delete, correct, pseudonymise or encrypt any data. Exponential-e / Vysiion has no responsibility for data accuracy in respect of the Customer data within the managed application.

Appendix 28: Flex Manage - Enhanced Operational Management Level –Storage Gateway Managed

Subject Matter of Processing

The Personal Data (if any) that the Customer stores within the applications managed by Exponential-e / Vysiion or the Customer's Active Directory.

Nature of the Processing

As reasonably required to provide the Storage Gateway Managed Enhanced Operational Support Level in respect of the managed application.

Exponential-e / Vysiion will not block, delete, correct, pseudonymise or encrypt any data. Exponential-e / Vysiion has no responsibility for data accuracy in respect of the Customer data within the managed application.

Appendix 29: Flex Manage - Enhanced Operational Management Level –Azure Managed

<u>Subject Matter of Processing</u>

The Personal Data (if any) that the Customer stores within the applications managed by Exponential-e / Vysiion or the Customer's Active Directory.

<u>Nature of the Processing</u>

As reasonably required to provide the Azure Managed Enhanced Operational Support Level.

Exponential-e / Vysiion will not block, delete, correct, pseudonymise or encrypt any data. Exponential-e / Vysiion has no responsibility for data accuracy in respect of the Customer data.

Appendix 30: Managed Email Security Service

Subject Matter of Processing

Personal details, names, user names, passwords, email addresses of Permitted Users. Meta data including but not limited to the following fields: sent, to, from, date, time, subject, which may include personal data.

Nature of the Processing

Collection, logging, storage.

Appendix 31: Cloud Backup Service

Subject Matter of Processing

The Personal Data (if any) that the Customer stores within the Cloud Backup Service.

Nature of the Processing

Storage and replication (if applicable).

Exponential-e / Vysiion will not block, delete, correct, pseudonymise or encrypt any data other than an expressly set out in the Service Definition. Exponential-e / Vysiion has no responsibility for data accuracy in respect of the Stored Data.

Sub-Processing

Any Personal Data Processing carried out by Exponential-e (as opposed to the underlying provider, Druva Inc) with respect to Cloud Backup Service shall be governed by this DPA. Processing of Personal Data by Druva will be subject to Druva's data processing terms which are available upon request by sending email to CommercialCounsel@Exponential-e.com (hereinafter "Druva Inc DPA"). To the extent that the main body of this DPA conflicts with the Druva Inc DPA as regards sub-processing by Druva, the Druva Inc DPA shall take precedence.

The Customer shall comply with the Druva Inc DPA and will be solely liable for any breach by it of the Druva Inc DPA.

Return of Personal Data

Exponential-e / Vysiion will not extract the Customer Data from the Stored Data and return it to the Customer.

The Customer shall remain responsible for removing all the Stored Data as per Section 3 of the Service Definition.

Appendix 32: Azure Local Service

<u>Subject Matter of Processing</u>

The Personal Data (if any) that the Customer stores within the Azure Local system.

<u>Nature of Processing</u>

Storage.

Exponential-e / Vysiion will not block, delete, correct, pseudonymise or encrypt any data. Exponential-e / Vysiion had no responsibility for data accuracy in respect of the Stored Data.

<u>Return of Personal Data</u>

Exponential-e/ Vysiion will not extract the Customer Data from the Stored Data and return it to the Customer. The Customer shall remain responsible for removing all the Stored Data as per Clause 6.5.2.1 of the Additional Terms for Cloud and IT Services set out in the Service Document for Cloud, IT and Data Centre Services.

Appendix 33: iPilot^{TM} Onboarding and Access Service

Processing by Nuwave

With respect to Processing of Customer Data by Nuwave through the provision of iPilot^{TM} Platform, the Customer is referred to the Nuwave's Privacy Policy (for details, see the Service Definition for iPilot^{TM} Onboarding and Access Service in the Service Document for Voice Services).

Processing by Exponential-e / Vysiion

Subject Matter of Processing

Customer Personal Data stored within the iPilot^{TM} Platform.

Nature of the Processing

Customer Personal Data stored within the iPilot^{TM} Platform may be accessed by Exponential-e / Vysiion in its capacity of administrator of the Customer's domain.