DATA PROCESSING ADDENDUM

This Data Processing Addendum ("DPA") is entered into by and between EnCirca, Inc, a Massachusetts corporation ("EnCirca") ("Data Controller" or "Data Processor" as applicable), and You ("Reseller") ("Data Processor" or "Data Processor" as applicable). This DPA supplements the existing agreement between the parties (the "Agreement") and governs the processing of Personal Data under applicable data protection laws.

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1. DEFINITIONS

1.1 "Personal Data" means any information relating to an identified or identifiable natural person as defined under the General Data Protection Regulation (GDPR) or applicable UK data protection laws.

1.2 "Processor-to-Processor SCCs" refers to Module 3 of the European Commission's Standard Contractual Clauses for the transfer of personal data to third countries under GDPR.

1.3 "UK Addendum" means the UK International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner's Office.

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2. ROLES AND RESPONSIBILITIES

2.1 Where the parties act as Data Processor to Data Processor, the parties agree to process Personal Data only on documented instructions from the Data Controller or as required by law.

2.2 Each party shall ensure compliance with GDPR or applicable UK data protection laws, including the principles of lawfulness, fairness, transparency, data minimization, and purpose limitation.

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3. DATA TRANSFERS

3.1 **Processor-to-Processor Transfers**: For transfers of Personal Data between the parties where both act as Data Processors, the parties agree to adhere to the Processor-to-Processor SCCs (Module 3). These terms are incorporated into this DPA by reference.

3.2 **UK Data Transfers**: Where one party is based in the UK and transfers Personal Data to a non-adequate country, the UK Addendum shall apply and be incorporated into this DPA. Any references to the GDPR in the SCCs shall be understood as references to the UK GDPR, as appropriate.

3.3 **Obligations of the Data Importer**: The Data Importer shall:

- Process the transferred Personal Data only on documented instructions from the Data Exporter.

- Ensure adequate technical and organizational measures to protect the data.

- Assist the Data Exporter in complying with data subject rights requests and regulatory obligations.

3.4 **Obligations of the Data Exporter**: The Data Exporter shall:

- Ensure that the transfer has a lawful basis under applicable data protection laws.

- Provide clear instructions to the Data Importer regarding data processing activities.

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4. SECURITY MEASURES

4.1 The parties shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risks associated with the processing of Personal Data.

4.2 Each party shall promptly notify the other of any data breach affecting Personal Data processed under this DPA.

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5. LIABILITY AND INDEMNITY

5.1 Each party shall be liable for damages resulting from its breach of this DPA to the extent specified under applicable data protection laws.

5.2 The parties agree to indemnify each other for any losses, damages, or penalties arising from non-compliance with the terms of this DPA.

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6. ADDITIONAL TERMS FOR UK-US AGREEMENTS

6.1 **Applicable Law**: For transfers from the UK to the US, the parties agree that the UK GDPR shall govern the processing of Personal Data.

6.2 **UK Addendum**: The parties incorporate the UK Addendum, which modifies the SCCs to align with UK data protection laws. The completed Addendum template is attached as Exhibit A to this DPA.

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7. TERM AND TERMINATION

7.1 This DPA shall remain in effect for the duration of the Agreement and any period thereafter during which the Data Processor processes Personal Data on behalf of the Data Controller.

7.2 Upon termination of this DPA, the Data Processor shall return or securely delete all Personal Data in its possession, unless otherwise required by law.

EXHIBIT A: UK INTERNATIONAL DATA TRANSFER ADDENDUM (COMPLETED TEMPLATE)

This completed UK International Data Transfer Addendum template modifies the EU Commission Standard Contractual Clauses to ensure compliance with UK GDPR. The completed fields are as follows:

1. **Parties**:
   - Data Exporter: Reseller
   - Data Importer: EnCirca
2. **Effective Date**: January 27, 2025

3. **Relevant SCCs**: Module 3 of the EU Standard Contractual Clauses for Processor-to-Processor transfers.

4. **Transfer Details**:

    o   Categories of Data Subjects: Domain name registrants.

    o   Types of Personal Data: Domain name WHOIS records

    o   Processing Purpose: ICANN and Registry compliance

5. **Technical and Organizational Measures**:

    o   As appropriate for ICANN Registrars

6. **Liability**:

    o   Any liability arising from this Addendum is subject to the limitations and exclusions set out in the Agreement.

This Addendum is incorporated into the DPA and forms part of the contractual relationship between the parties.

EXHIBIT B: PROCESSOR-TO-PROCESSOR STANDARD CONTRACTUAL CLAUSES (SCCs)

This Exhibit forms an integral part of the Data Processing Agreement (DPA) between the parties (hereinafter referred to as the "Agreement") and outlines the Processor-to-Processor Standard Contractual Clauses (Module 3), as adopted by the European Commission, to ensure the protection of personal data when it is processed by a processor on behalf of another processor.

1. Incorporation of Processor-to-Processor SCCs
The Processor-to-Processor Standard Contractual Clauses (Module 3), as adopted by the European Commission, are hereby incorporated into this Agreement by reference. These clauses shall apply where one processor (the "Sub-Processor") processes personal data on behalf of the data controller or another processor in compliance with the applicable data protection laws, including the General Data Protection Regulation (GDPR).

2. Scope and Application
The Processor-to-Processor SCCs will govern the terms and conditions for the processing of personal data by the Sub-Processor. These clauses are designed to ensure that the transfer and processing of personal data, including any onward transfers, comply with the requirements of the GDPR.

Where applicable, references to "Member States" in the SCCs shall be understood to include the United Kingdom, acknowledging its status post-Brexit in accordance with applicable UK data protection laws.

3. Roles and Obligations
The Sub-Processor shall comply with the obligations specified in the Processor-to-Processor SCCs and the Agreement. The parties agree to work in good faith to ensure the security and integrity of the personal data processed in accordance with the provisions of these clauses.

4. Data Subject Rights
The parties will implement measures to ensure the rights of data subjects are protected in line with the requirements of the SCCs and the applicable data protection laws. This includes, but is not limited to, providing transparency, ensuring access rights, and facilitating the rectification, erasure, and portability of personal data.

5. Third-Party Beneficiaries
The data subjects whose personal data is being processed may, where applicable, enforce the terms of the Processor-to-Processor SCCs as third-party beneficiaries, with the same rights and protections afforded under the agreement between the data controller and the processor.

6. Term and Termination
The Processor-to-Processor SCCs shall remain in effect as long as personal data is processed by the Sub-Processor under this Agreement. In the event of any breach or non-compliance with these clauses, the data controller has the right to terminate the Agreement, including the processing of personal data, in accordance with the termination provisions of the DPA.

7. Governing Law and Dispute Resolution
This Exhibit shall be governed by the laws applicable to the Data Processing Agreement, and any disputes regarding the interpretation or enforcement of the Processor-to-Processor SCCs shall be resolved in accordance with the dispute resolution mechanism provided in the Agreement.

8. Modifications
Any modification to the Processor-to-Processor Standard Contractual Clauses, as required by the European Commission, shall be incorporated into this Exhibit upon mutual agreement of the parties.