Annex C

Data Processing Agreement

I.   PREAMBLE

Whereas:

A. Applicable Data Protection Laws allow any Data Controller responsible for Processing Personal Data to appoint a natural or legal person, public administration or any other entity or association to act as Data Processor for the Processing of Personal Data on the Data Controller's behalf among entities that can suitably guarantee, by virtue of their experience, capabilities and reliability, compliance with the Applicable Data Protection Laws, including with regard to security matters.

B. The appointed Data Processor shall provide sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the Processing will meet the requirements of Applicable Data Protection Laws and ensure the protection of the Data Subjects' rights.

C. This Data Processing Agreement, in conjunction with its Annexes, (collectively "**DPA**") is entered into between the Customer (the "**Customer**" or the "**Data Controller**") and Expert System S.p.A., with registered office in Rovereto (TN), Via Fortunato Zeni n. 8, VAT number 02608970360, represented by its *pro tempore* legal representative (the "**Data Processor**"; collectively the Customer and the Data Processor are referred to as "**Parties**"; and singularly as "**Party**") to reflect the Parties' agreement with regard to the Processing of the Customer's Personal Data, in accordance with the requirements of Applicable Data Protection Laws.

D. The Data Processor provides to the Customer a natural language understanding service whereby the Customer or the Customer app may submit content to the API endpoint and receive corresponding linguistic analysis as defined on the API Website ("**Service**") in accordance with the API Service Contract ("**ASC**") between the Data Processor and the Customer and, in

order to provide the aforementioned Service under this DPA, **t**he Data Processor may Process Personal Data on behalf of the Customer.

E. The purpose of the Processing of Customer's Personal Data with reference to the Service is described in Annex 1.

F. The Customer acknowledges that its use of the Service may be subject to the related Applicable Data Protection Laws of jurisdictions that impose certain requirements with respect to the Processing of any Personal Data.

G. The Parties have entered into this DPA in order to ensure that they comply with Applicable Data Protection Laws and establish safeguards and procedures for the lawful Processing of Personal Data. The Customer confirms that the provisions laid down in the present DPA reflect the obligations that the Applicable Data Protection Laws require the Data Processor to comply with, concerning the Processing of Customer's Personal Data for the provision of the Service. Accordingly, the Data Processor undertakes to comply with the provisions set forth in the present DPA. The above preamble forms an integral part of the DPA.

1. DEFINITION

Unless otherwise defined in this DPA, all capitalised terms used herein shall have the meaning given to them in the ASC and, if applicable, in the Regulation (EU) 2016/679 ("**Regulation**"). In the event of any conflict or inconsistency in terms of data protection safeguards between this DPA and the ASC, this DPA will prevail.

"Applicable Data Protection Laws" means in EU member countries, the Regulation and complementary data protection laws in EU member countries, including any guidance and/or codes of practice issued by the relevant Supervisory Authority within the EU; and/or in non-EU countries, any applicable data protection law relating to the safeguarding and lawful processing of Personal Data.

"**Customer**": means the entity which accepts the ASC.

"**Customer Personal Data**" means Personal Data, relating to Data Subjects, processed in connection with the Service provided by the Data Processor to the Customer.

"Data Controller" has the meaning set forth in the Regulation. For the purposes of this DPA, the Data Controller is the Customer.

"Data Processor" has the meaning set forth in the Regulation. For the purposes of this DPA, the Data Processor is Expert System S.p.A.

"Data Subject" has the meaning set forth in the Regulation.

"**DPA**" means this Data Processing Agreement in conjunction with its Annexes 1-2 and the *Technical and Organisational Security Measures* ("**Security Measures**").

"**List of Sub-processors**" means the list available in Annex 2.

"**Non-EEA Entity**" means any entity, acting as Data Processor or Sub-processor, Processing Customer Personal Data, for the provision of the Service, in a country outside the European Economic Area ("**EEA**") or a country which has not received an Adequacy Decision.

"Personal Data" has the meaning set forth in the Regulation.

"Personal Data Breach" has the meaning set forth in the Regulation.

"Process" or "Processing" has the meaning set forth in the Regulation.

"**Service**" means the service agreed in the ASC.

"**Special Categories of Personal Data"** has the meaning set forth in the Regulation.

"**Sub-processor"** means an entity engaged by Data Processor to assist it in (or who undertakes any) Processing of the Customer Personal Data in fulfilment of Data Processor's obligations pursuant to the DPA, as listed in the List of Sub-processors, which has been

approved by the Data Controller pursuant to Clause 5 of this DPA.

"**Supervisory Authority**" has the meaning set forth in the Regulation.

2. DATA PROTECTION ROLES

2.1. The Parties agree that:

a) The Customer acts as the Data Controller regarding Customer Personal Data Processed by the Data Processor in the provision of the Service;

b) Expert System S.p.A. acts as the Data Processor of the Customer Personal Data for the provision of the Service; and

c) this DPA regulates the relationship between the Parties in terms of respective duties and obligations concerning the Processing of Customer Personal Data by the Data Processor in the provision of the Service.

3. DATA PROCESSOR'S OBLIGATIONS

3.1. The Data Controller determines the purposes of Processing Customer Personal Data for the provision of the Service

3.2. In relation to the provision of the Service, the Data Processor undertakes to adhere to the following obligations including those defined in Annexes 1 and 2 attached hereto:

a) The Data Processor Processes the Customer Personal Data only as necessary to provide the Service, subject to the Data Controller's written instructions in the present DPA;

b) The Data Processor notifies the Data Controller in case it considers a Data Controller's written instruction to breach Applicable Data Protection Laws. In no case is the Data Processor under the obligation of performing a comprehensive legal examination with respect to a Customer's written instruction;

c) the Data Processor notifies the Data Controller without undue delay of any contact or communication it receives from a Supervisory Authority in relation to the Processing of Customer Personal Data. In this regard, the Parties acknowledge and agree that the responsibility for replying to such requests rests on the Data Controller and not on the Data Processor;

d) The Data Processor has implemented adequate operational, technical and organizational measures, including as described in the **Security Measures** available here, to protect the Customer Personal Data (including Special Categories of Personal Data). The Parties acknowledge and agree that the Data Processor is specifically allowed to implement adequate alternative measures or use alternative locations as long as the security level of the measures is maintained and is in all respects adequate;

e) In case the Data Processor discloses Customer Personal Data to its personnel directly and exclusively involved in the performance of the Service, the Data Processor ensures that such personnel: i) is committed to confidentiality or is under an appropriate statutory obligation of confidentiality and; ii) Process Customer Personal Data under the instructions of the Data Processor in compliance with its obligations under this DPA.

4. DATA CONTROLLER'S OBLIGATIONS

4.1. The Data Controller acknowledges and agrees that in order for the Data Processor to provide the Service, the Data Controller shall provide the Data Processor with the Customer Personal Data. The Data Controller undertakes to verify that the Security Measures are consistent with the Personal Data processed by the Data Processor on behalf of the Data Controller and to

report to the Data Processor any critical situations in order to evaluate jointly the appropriate actions and the consistency of the Service with the Customer Personal Data.

4.2. The Data Controller represents and warrants that:

a) it has an appropriate legal basis (e.g., Data Subject's consent, legitimate interests, authorisation from the relevant Supervisory Authority, etc.) to Process and disclose the Customer Personal Data to the Data Processor as part of the provision of the Service; and,

b) the provisions laid down in the present DPA reflect the obligations that the Applicable Laws require the Data Processor to comply with, concerning the Processing of Customer Personal Data for the provision of the Service.

5. CONSENT TO SUB-PROCESSING

5.1. The Data Controller acknowledges, agrees and consents that, for the sole and exclusive purpose of delivering the Service and subject always to compliance with the terms of this DPA, Customer Personal Data may be Processed by the Data Processor or its Sub-processors as described in the List of Sub-processors.

5.2. Pursuant to Clause 5.1., the Data Processor has a general authorisation to engage Sub-processors provided that the Data Processor:

a) provides the Data Controller with prior information as to the identity of the Sub-processors as described in the Annex 2 ("*List of Sub-processors*") and notify the Data Controller of any update in the List of Sub-processors so that the Data Controller may object to the engagement of such Sub-processors;

b) enters into agreements with the Sub-processors containing the same obligations concerning the Processing of Customer Personal Data as set out in this DPA or in any case, ensures that the Sub-processors offer no

fewer guarantees to those offered by the Data Processor;

c) exercises appropriate due diligence in selecting the Sub-processors and remains responsible for Sub-processors' compliance with the obligations set forth in this DPA;

d) at the Data Controller's request, the Data Processor provides the Data Controller with reasonable information as to actions and measures the Data Processor and its Sub-processors have undertaken to practically comply with the provisions set forth in this DPA.

6. TRANSFER OF PERSONAL DATA

6.1. To the extent the Regulation is applicable and there are no adequacy decisions, the Data Controller and the Data Processor undertake to sign the Standard Contractual Clauses (the standard contractual clauses for the transfer of Personal Data from a EU Data Controller to a Non-EEA Entity acting as Data Processor adopted by the European Commission in its Decision 2010/87/UE on 5 February 2010 including Annexes 1 and 2 attached hereto). Moreover, the Data Controller expressly authorises the signature of the Standard Contractual Clauses, allowing the Data Processor to enter the Standard Contractual Clauses with Non-EEA Entities on behalf of the Data Controller.

6.2. Pursuant to Clause 6.1, the Parties acknowledge that Annex 1 of this DPA and the Security Measures shall apply, and that Annex 1 and the Security Measures shall be deemed to be Appendices 1 and 2 of the Standard Contractual Clauses. The Data Processor is authorised by the Data Controller to unilaterally amend Appendices 1 and 2 of the Standard Contractual Clauses only to the extent they impose stricter obligations on the Non-EEA Entity.

6.3. Nothing in the DPA shall be construed to prevail over any conflicting clause of the Standard Contractual Clauses.

6.4. Upon request, the Data Controller may require the opportunity to review the Standard Contractual Clauses, including Annex 1 and Security Measures.

6.5. The Data Controller acknowledges that it is Data Controller's responsibility to comply with any additional applicable duties and obligations in order to make the transfer of Persona Data to the Data Processors and to the Sub-processors lawful pursuant to the Applicable Data Protection Laws.

7. COOPERATION AND ACCOUNTABILITY OBLIGATIONS

7.1. The Parties collaborate in good faith to ensure compliance with the provisions of the present DPA, including, but not limited to, assuring the correct and timely exercise of Data Subject's rights, managing incidents in case of security/Personal Data Breach in order to mitigate its possible adverse effects.

7.2 The Parties collaborate in good faith to make available to each other and to Supervisory Authorities the information necessary to demonstrate compliance with Applicable Data Protection Laws.

8. DATA SUBJECT RIGHTS

8.1. Taking into account the nature of the Processing, the Data Processor assists the Data Controller by appropriate technical and organisational measures for the fulfilment of the Data Controller 's obligation to respond to requests for exercising the Data Subject's rights.

8.2. The Data Processor will provide Data Controller with reasonable co-operation and assistance and provide such information as may be reasonably required for the purpose of responding to Data Subjects or otherwise in order to enable the Data Controller to comply with its duties under Applicable Data Protection Laws in relation to the Data Subject's rights. The Data Controller acknowledges and agrees that in the event such cooperation and assistance requires significant resources on the part of Data

Processor, this effort will be chargeable upon prior notice to, and agreement with, the Data Controller.

9. DATA DELETION AND BACKUPS

9.1. Access to and usage of Customer Personal Data by the Data Processor in performing the Service is strictly and exclusively limited to the technical operations required (not to exceed an average processing time, usually in the range of few seconds). For avoidance of doubt the Data Processor does neither store the Customer Personal Data nor process it outside the limitations in time and scope set forth in the DPA and in the ASC.

9.2 The Customer Personal Data backup activity remains the sole responsibility of the Customer, who is thus called upon to determine and adopt the relevant prevention and safety measures for the loss of data and content at its own expense.

10. TRANSMISSIONS

10.1. Personal Data transmitted by the Data Processor in connection with the Service through the Internet shall be reasonably encrypted. The Parties acknowledge, however, that the security of transmissions over the Internet cannot be guaranteed. The Data Processor will not be responsible for Data Controller's access to the Internet, for any interception or interruption of any communications through the Internet, or for changes to or losses of Personal Data through the Internet.

10.2. If any Personal Data Breach is suspected, the Data Processor may suspend the Data Controller's use of the Service via the Internet immediately pending an investigation, provided that the Data Processor serves notice of any such suspension as soon as reasonably possible and takes all reasonable measures to promptly restore use of the Service.

10.3. The Data Controller shall take all adequate and reasonable actions necessary to maintain the confidentiality of Data Controller's accounts' and/or

employees' names and passwords for the Service. The Data Controller shall be responsible for the consequences of any misuse of the Service by any Data Controller's employee.

11. PERSONAL DATA BREACH

11.1 The Data Controller acknowledge and agree that the Data Processor shall not be deemed responsible for Personal Data Breach not imputable to the Data Processor's negligence.

11.2 If the Data Processor becomes aware of a Personal Data Breach, it will:

a) take appropriate actions to contain and mitigate such Personal Data Breach, including notifying the Data Controller without undue delay, to enable the Data Controller to expeditiously implement its response program. Notwithstanding the above, the Data Processor reserves the right to determine the measures it will take to comply with Applicable Data Protection Laws or to protect its rights and interests; ⌊L⌋ SEP

b) cooperate with the Data Controller to investigate: the nature, the categories and approximate number of Data Subjects concerned, the categories and approximate number of Personal Data records concerned and the likely consequences of any such Personal Data Breach in a manner which is commensurate with its seriousness and its overall impact on the Data Controller and the delivery of the Service under this DPA;

c) where Applicable Data Protection Laws require notification to relevant Supervisory

Authorities and impacted Data Subjects of such a Personal Data Breach, and as it relates to the Customer Personal Data, defer to and take instructions from Data Controller, as Data Controller has the sole right to determine the measures that it will take to comply with Applicable Data Protection Laws or remediate any risk, including without limitation:

i. whether notice is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required Applicable Data Protection Laws, or in Data Controller's discretion; and

ii. the contents of such notice, whether any type of remediation may be offered to affected Customer Data Subjects, and the nature and extent of any such remediation.

12. MANDATE

12.1 With the signature of the present DPA, including Annexes 1-2 and the Security Measures, the Data Controller explicitly mandates the Data Processor to carry out on behalf of the Data Controller, the activities described in Clauses 5 and 6 above.

12.2 With the signature of the present DPA, the Data Processor accepts the mandate, which will be carried out without economic remuneration in that it is in connection the Service, and legally signifies that the Data Processor has read and understood the instructions assigned.

ANNEX 1 (Appendix 1 to the Standard Contractual Clauses, where applicable)

1. DATA CONTROLLER: Data Controller is the Customer as defined in the Clause 1 of DPA or is the Data Processor as authorised by the Data Controller pursuant to Clause 6 of the DPA.

2. DATA PROCESSOR: Data Processor is Expert System as defined in Clause 1 of the DPA or is the Sub-processor as authorised by the Data Controller in Clauses 5 and 6 of the DPA.

3. DATA SUBJECTS: Personal Data Processed concern any potential categories of Data Subjects uploaded by the Customer using the Service.

4. CATEGORIES OF PERSONAL DATA: Personal Data Processed concern any potential categories of data uploaded by the Customer using the Service.

5. SPECIAL CATEGORIES OF DATA: Personal Data Processed concern any potential special categories of data uploaded by the Customer using the Service.

6. PROCESSING OPERATIONS: Personal Data may be Processed only for the provision of the Service as described in the ASC.

ANNEX 2 (List of Sub-processors)

The Data Processor may engage the following Sub-processors.

Sub-processors	Country(ies) where Personal Data are Processed and purpose(s)	(indicate: contact details of the Data Protection Officer or person in charge of privacy related issues)
Amazon Web Services EMEA SARL	Europe	https://aws.amazon.com/contact-us/?nc1=h_ls
…	…	
…	…	
…	…	
…	…	
…	…	

In case of amendments to the above list, the Data Controller will be notified to the email address specified at the time of registration by means of a new Annex 2 so that it may object to the engagement of new Sub-processors.
The new Annex 2 will be implicitly accepted by the Data Controller if it does not object within 10 days from the receipt of the new Annex.