

## SEADOTDEV LIMITED

### DATA PROCESSING AGREEMENT

**THIS DATA PROCESSING AGREEMENT (“DPA”)** forms part of and is incorporated into the Agreement as of the Addendum Effective Date between: (1) seadotdev Limited, a company incorporated and registered in England and Wales with its registered office at 5<sup>th</sup> Floor Ashford Commercial Quarter, 1 Dover Place, Ashford Kent, England, TN23 1FB (“**Sea.dev**”); and (2) the entity or other person who is a counterparty to the Agreement (as defined below) as customer, partner or other contracting counterparty (“**Partner**”), together the “**Parties**” and each a “**Party**”.

### HOW AND WHEN THIS DPA APPLIES

- This DPA applies only if and to the extent Applicable Data Protection Laws govern Sea.dev’s Processing of Partner Personal Data in performance of the Services as a ‘processor’, ‘service provider’ or similar role defined under Applicable Data Protection Laws.
- Accordingly, this DPA does **not** apply to Sea.dev’s Processing of any Personal Data for its own business/customer relationship administration purposes, its own marketing or service analytics (e.g., involving data collected by Sea.dev relating to Partner’s users’ use of the Services), its own information and systems security purposes supporting the operation of the Services, nor its own legal, regulatory or compliance purposes

## 1. INTERPRETATION

1.1 In this DPA (including the explanatory notes above) the following terms shall have the meanings set out in this Section 1, unless expressly stated otherwise:

- (a) “**Addendum Effective Date**” means the effective date of the Agreement.
- (b) “**Agreement**” means the written or electronic agreement between Sea.dev and Partner governing Partner’s use of the Services and incorporating this DPA by reference, including the SEA.DEV SOFTWARE AS A SERVICE AGREEMENT where applicable.
- (c) “**Applicable Data Protection Laws**” means the privacy, data protection and data security laws and regulations of any jurisdiction directly applicable to Sea.dev’s Processing of Partner Personal Data (including, as and where applicable, the GDPR and State Privacy Laws).
- (d) “**Controller**” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.
- (e) “**Partner Personal Data**” means any Personal Data Processed by Sea.dev or its Sub-Processor on behalf of Partner to perform the Services (including, for the avoidance of doubt, any such Personal Data comprised within Partner Data).
- (f) “**Data Subject**” means the identified or identifiable natural person to whom Partner Personal Data relates.
- (g) “**Data Subject Request**” means the exercise by a Data Subject of its rights in accordance with Applicable Data Protection Laws in respect of Partner Personal Data and the Processing thereof.
- (h) “**EEA**” means the European Economic Area.
- (i) “**GDPR**” means, as and where applicable to Processing concerned: (i) the General Data Protection Regulation (Regulation (EU) 2016/679) (“**EU GDPR**”); and/or (ii) the EU GDPR as it forms part of UK law (as amended from time to time) (“**UK GDPR**”).
- (j) “**Personal Data**” means “personal data,” “personal information,” “personally identifiable information” or similar term defined in Applicable Data Protection Laws.
- (k) “**Personal Data Breach**” means a breach of Sea.dev’s security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or

access to, Partner Personal Data in Sea.dev's possession, custody or control. For clarity, Personal Data Breach does not include unsuccessful attempts or activities that do not compromise the security of Partner Personal Data (such as unsuccessful log-in attempts, pings, port scans, denial of service attacks, or other network attacks on firewalls or networked systems).

- (l) **"Personnel"** means a person's employees, agents, consultants, contractors or other staff.
- (m) **"Process"** and inflections thereof means 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.
- (n) **"Processor"** means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller.
- (o) **"Restricted Transfer"** means the disclosure, grant of access or other transfer of Partner Personal Data to any person located in: (i) in the context of the EU GDPR, any country or territory outside the EEA which does not benefit from an adequacy decision from the European Commission (an **"EEA Restricted Transfer"**); and (ii) in the context of the UK GDPR, any country or territory outside the UK, which does not benefit from an adequacy decision from the UK Government (a **"UK Restricted Transfer"**), which would be prohibited without a legal basis under Chapter V of the GDPR.
- (p) **"SCCs"** means the standard contractual clauses approved by the European Commission pursuant to implementing Decision (EU) 2021/914.
- (q) **"Services"** means those services and activities to be supplied to or carried out by or on behalf of Sea.dev for Partner as agreed between the parties in writing (including by e-mail) from time to time.
- (r) **"State Privacy Laws"** means the California Consumer Privacy Act of 2018 ("CCPA"), the Colorado Privacy Act, the Virginia Consumer Data Protection Act, the Connecticut Data Privacy Act, and the Utah Consumer Privacy Act, in each case only if and to the extent applicable to Sea.dev's Processing of Partner Personal Data.
- (s) **"Sub-Processor"** means any third party appointed by or on behalf of Sea.dev to Process Partner Personal Data.
- (t) **"Supervisory Authority"**: (i) in the context of the EEA and the EU GDPR, shall have the meaning given to that term in the EU GDPR; and (ii) in the context of the UK and the UK GDPR, means the UK Information Commissioner's Office.
- (u) **"UK Transfer Addendum"** means the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of the UK Mandatory Clauses included in Part 2 thereof (the **"UK Mandatory Clauses"**).

## **2. APPLICATION OF THIS DATA PROCESSING ADDENDUM**

- 2.1 The front-end of this DPA applies generally to Sea.dev's Processing of Partner Personal Data in connection with the Services.
- 2.2 Annex 2 (European Annex) applies only if and to the extent Sea.dev's Processing of Partner Personal Data is subject to the GDPR.
- 2.3 Annex 3 (State Privacy Laws Annex) applies only if and to the extent Sea.dev's Processing of Partner Personal Data on behalf of Partner is subject to any of the State Privacy Laws.
- 2.4 Section 9 of this DPA applies to Sea.dev's Processing of Partner Personal Data to the extent required under Applicable Data Protection Laws for contracts with Processors, and in such cases, only in respect of Processing of Partner Personal Data subject to such laws.

### **3. PROCESSING OF PARTNER PERSONAL DATA**

- 3.1 The Parties acknowledge and agree that the details of Sea.dev's Processing of Partner Personal Data (including the respective roles of the Parties relating to such Processing) are as described in Annex 1 (Data Processing Details) to the DPA.
- 3.2 Sea.dev shall not Process Partner Personal Data other than: (a) on Partner's instructions; or (b) as required by applicable laws provided that, in such circumstances, Sea.dev shall inform Partner in advance of the relevant legal requirement requiring such Processing if and to the extent Sea.dev is: (i) required to do so by Applicable Data Protection Laws; and (ii) permitted to do so in the circumstances. Partner instructs Sea.dev to Process Partner Personal Data to provide the Services to Partner. Where required by Applicable Data Protection Laws, if Sea.dev receives an instruction from Partner that, in its reasonable opinion, infringes Applicable Data Protection Laws, Sea.dev shall notify Partner.
- 3.3 Without limitation to the generality of Section 3.2, by its integration and use of any Connected Application as part of the Services, Partner hereby instructs Sea.dev to Process any Personal Data comprised in any relevant Connected Application Data ("**Connected Application Personal Data**") to the fullest extent required to enable Sea.dev to provide the Services. In respect of any such Connected Application Personal Data and any Processing thereof, Partner acknowledges and agrees that: (a) Sea.dev acts as a Processor on behalf of Partner; (b) the relevant provider of the Connected Application may act as a Controller in its own right or as a (sub-)Processor of Partner; (c) neither Sea.dev nor the relevant provider of the Connected Application acts as a (sub )Processor of the other in respect of Sea.dev's Processing of such Connected Application Personal Data; and (d) as between Partner and Sea.dev, Sea.dev has no obligation to agree or establish any terms, conditions or arrangements with the relevant provider of the Connected Application in relation to: (i) Sea.dev's Processing of Connected Application Personal Data, nor (ii) any Restricted Transfer(s) initiated by Partner to or from Sea.dev from or to the provider of the relevant Connected Application.
- 3.4 The Parties acknowledge that Sea.dev's Processing of Partner Personal Data authorized by Partner's instructions stated in this DPA is integral to the Services and the business relationship between the Parties.

### **4. VENDOR PERSONNEL**

Sea.dev shall take commercially reasonable steps designed to ascertain the reliability of any Sea.dev Personnel who Process Partner Personal Data, and shall enter into written confidentiality agreements with all Sea.dev Personnel who Process Partner Personal Data that are not subject to professional or statutory obligations of confidentiality.

### **5. SECURITY**

- 5.1 Sea.dev shall implement and maintain technical and organisational measures in relation to Partner Personal Data designed to protect Partner Personal Data against Personal Data Breaches as described in Annex 4 (Security Measures) (the "**Security Measures**").
- 5.2 Sea.dev may update the Security Measures from time to time, provided the updated measures do not materially decrease the overall protection of Partner Personal Data.

### **6. DATA SUBJECT RIGHTS**

- 6.1 Sea.dev, taking into account the nature of the Processing of Partner Personal Data, shall provide Partner with such assistance as may be reasonably necessary and technically feasible to assist Partner in fulfilling its obligations to respond to Data Subject Requests. If Sea.dev receives a Data Subject Request, Partner will be responsible for responding to any such request.

- 6.2 Sea.dev shall: (a) promptly notify Partner if it receives a Data Subject Request; and (b) not respond to any Data Subject Request, other than to advise the Data Subject to submit the request to Partner, except as required by Applicable Data Protection Laws.

## 7. PERSONAL DATA BREACH

- 7.1 Sea.dev shall notify Partner without undue delay upon Sea.dev's confirmation of a Personal Data Breach affecting Partner Personal Data. Sea.dev shall provide Partner with information (insofar as such information is within Sea.dev's possession and knowledge and does not otherwise compromise the security of any Personal Data Processed by Sea.dev) to allow Partner to meet its obligations under the Applicable Data Protection Laws to report the Personal Data Breach. Sea.dev's notification of or response to a Personal Data Breach shall not be construed as Sea.dev's acknowledgement of any fault or liability with respect to the Personal Data Breach.
- 7.2 Partner is solely responsible for complying with applicable laws (including notification laws), and fulfilling any third-party notification obligations, related to any Personal Data Breaches.
- 7.3 If Partner determines that a Personal Data Breach must be notified to any Supervisory Authority, any other governmental authority, any Data Subject(s), the public or others under Applicable Data Protection Laws or otherwise, to the extent such notice directly or indirectly refers to or identifies Sea.dev, where permitted by applicable laws, Partner agrees to: (a) notify Sea.dev in advance; and (b) in good faith, consult with Sea.dev and consider any clarifications or corrections Sea.dev may reasonably recommend or request to any such notification, which: (i) relate to Sea.dev's involvement in or relevance to such Personal Data Breach; and (ii) are consistent with applicable laws.

## 8. SUB-PROCESSING

- 8.1 Partner generally authorises Sea.dev to appoint Sub-Processors in accordance with this Section 8. Information about Sea.dev's Sub-Processors, including their functions and locations is as shown in Annex 5 (Authorised Sub-Processors) (the "**Sub-Processor List**"). Without limitation, Partner authorises Sea.dev engagement of the Sub-Processors listed on the Sub-Processor List as of the Effective Date.
- 8.2 Sea.dev shall give Partner prior written notice of the appointment of any proposed Sub-Processor, including reasonable details of the Processing to be undertaken by the Sub-Processor by providing Partner with an updated copy of the Sub-Processor List (including via a 'mailshot' or similar bulk distribution mechanism sent to Partner's contact point). If, within fourteen (14) days of receipt of that notice, Partner notifies Sea.dev in writing of any objections (on reasonable grounds) to the proposed appointment: (a) Sea.dev shall use reasonable efforts to make available a commercially reasonable change in the provision of the Services, which avoids the use of that proposed Sub-Processor; and (b) where: (i) such a change cannot be made within fourteen (14) days from Sea.dev's receipt of Partner's notice; (ii) no commercially reasonable change is available; and/or (iii) Partner declines to bear the cost of the proposed change, then the DPA shall automatically terminate.
- 8.3 If Partner does not object to Sea.dev's appointment of a Sub-Processor during the objection period referred to in Section 8.2, Partner shall be deemed to have approved the engagement and ongoing use of that Sub-Processor.
- 8.4 With respect to each Sub-Processor, Sea.dev shall maintain a written contract between Sea.dev and the Sub-Processor that includes terms which offer at least an equivalent level of protection for Partner Personal Data as those set out in this DPA (including the Security Measures). Sea.dev shall remain liable for any breach of this DPA caused by a Sub-Processor.

## 9. AUDITS

- 9.1 Sea.dev shall make available to Partner on request, such information as Sea.dev (acting reasonably) considers appropriate in the circumstances to demonstrate its compliance with this DPA.
- 9.2 Subject to Sections 9.3 to 9.6, in the event that Partner (acting reasonably) is able to provide documentary evidence that the information made available by Sea.dev pursuant to Section 9.1 is not sufficient in the circumstances to demonstrate Sea.dev's compliance with this DPA, Sea.dev shall allow for and contribute to audits, including on-premise inspections, by Partner or an auditor mandated by Partner in relation to the Processing of Partner Personal Data by Sea.dev.
- 9.3 Partner shall give Sea.dev reasonable notice of any audit or inspection to be conducted under Section 9.2 (which shall in no event be less than fourteen (14) days' notice) and shall use its best efforts (and ensure that each of its mandated auditors uses its best efforts) to avoid causing any destruction, damage, injury or disruption to Sea.dev's premises, equipment, Personnel, data, and business (including any interference with the confidentiality or security of the data of Sea.dev's other customers and partners or the availability of Sea.dev's services to such other customers and partners).
- 9.4 Prior to conducting any audit, Partner must submit a detailed proposed audit plan providing for the confidential treatment of all information exchanged in connection with the audit and any reports regarding the results or findings thereof. The proposed audit plan must describe the proposed scope, duration, and start date of the audit. Sea.dev will review the proposed audit plan and provide Partner with any feedback, concerns or questions (for example, any request for information that could compromise Sea.dev security, privacy, employment or other relevant policies). Sea.dev will work cooperatively with Partner to agree on a final audit plan.
- 9.5 If the controls or measures to be assessed in the requested audit are assessed in a SOC 2 Type 2, ISO, NIST or similar audit report performed by a qualified third-party auditor within twelve (12) months of Partner's audit request ("**Audit Report**") and Sea.dev has confirmed in writing that there have been no known material changes in the controls audited and covered by such Audit Report(s), Partner agrees to accept provision of such Audit Report(s) in lieu of requesting an audit of such controls or measures. Sea.dev shall provide copies of any such Audit Reports to Partner upon request; provided that they shall constitute the confidential information of Sea.dev, which Partner shall use only for the purposes of confirming compliance with the requirements of this DPA or meeting Partner's obligations under Applicable Data Protection Laws.
- 9.6 Sea.dev need not give access to its premises for the purposes of such an audit or inspection: (a) where an Audit Report is accepted in lieu of such controls or measures in accordance with Section 9.5; (b) to any individual unless they produce reasonable evidence of their identity; (c) to any auditor whom Sea.dev has not approved in advance (acting reasonably); (d) to any individual who has not entered into a non-disclosure agreement with Sea.dev on terms acceptable to Sea.dev; (e) outside normal business hours at those premises; or (f) on more than one occasion in any calendar year during the term of the DPA, except for any audits or inspections which Partner is required to carry out under the GDPR or by a Supervisory Authority. Nothing in this DPA shall require Sea.dev to furnish more information about its Sub-Processors in connection with such audits than such Sub-Processors make generally available to their customers. Nothing in this Section 9 shall be construed to obligate Sea.dev to breach any duty of confidentiality.

## 10. RETURN AND DELETION

- 10.1 Upon expiration of the provision of the Services, Sea.dev shall return and/or delete all Partner Personal Data in Sea.dev's care, custody or control in accordance with the Partner's reasonable instructions. To the extent that deletion of any Partner Personal Data contained in any back-ups' maintained by or on behalf of Sea.dev is not technically feasible within the timeframe set out in Partner's instructions, Sea.dev shall (a) securely delete such Partner

Personal Data in accordance with any relevant scheduled back-up deletion routines (e.g., those contained within Sea.dev's relevant business continuity and disaster recovery procedures); and (b) pending such deletion, put such Partner Personal Data beyond use.

- 10.2 Notwithstanding the foregoing, Sea.dev may retain Partner Personal Data where required by applicable laws, provided that Sea.dev shall (a) maintain the confidentiality of all such Partner Personal Data and (b) Process the Partner Personal Data only as necessary for the purpose(s) and duration specified in the applicable law requiring such retention.

## 11. PARTNER'S RESPONSIBILITIES

- 11.1 Partner agrees that, without limiting Sea.dev's obligations under Section 5 (Security), Partner is solely responsible for its use of the Services, including (a) making appropriate use of the Services to maintain a level of security appropriate to the risk in respect of the Partner Personal Data; (b) securing the account authentication credentials, systems and devices Partner uses to access the Services; (c) securing Partner's systems and devices that Sea.dev uses to provide the Services; and (d) backing up Partner Personal Data.
- 11.2 Partner shall ensure: (a) that there is, and will be throughout the provision of the Services, a valid legal basis for the Processing by Sea.dev of Partner Personal Data in accordance with this DPA (including, any and all instructions issued by Partner from time to time in respect of such Processing) for the purposes of all Applicable Data Protection Laws (including Article 6, Article 9(2) and/or Article 10 of the GDPR (where applicable)); and (b) that all Data Subjects have (i) been presented with all required notices and statements (including as required by Article 12-14 of the GDPR (where applicable)); and (ii) provided all required consents, in each case (i) and (ii) relating to the Processing by Sea.dev of Partner Personal Data.
- 11.3 Partner agrees that the Services, the Security Measures, and Sea.dev's commitments under this DPA are adequate to meet Partner's needs, including with respect to any security obligations of Partner under Applicable Data Protection Laws, and provide a level of security appropriate to the risk in respect of the Partner Personal Data.
- 11.4 Partner shall not provide or otherwise make available to Sea.dev any Partner Personal Data that contains any (a) Social Security numbers or other government-issued identification numbers; (b) protected health information subject to the Health Insurance Portability and Accountability Act (HIPAA) or other information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; (c) health insurance information; (d) biometric information; (e) passwords to any online accounts; (f) credentials to any financial accounts; (g) tax return data; (h) any payment card information subject to the Payment Card Industry Data Security Standard; (i) Personal Data of children under 16 years of age; or (j) any other information that falls within any special categories of personal data (as set out in Article 9(1) of the GDPR) and/or data relating to criminal convictions and offences or related security measures (together, "**Restricted Data**").
- 11.5 Except to the extent prohibited by Applicable Data Protection Laws, Partner shall compensate Sea.dev at Sea.dev's then-current professional services rates for, and reimburse any costs reasonably incurred by Sea.dev in the course of providing, cooperation, information, or assistance requested by Partner in respect of this DPA (including pursuant to Sections 6, 7 and 9 of this DPA (provided that Sea.dev shall bear its own costs in the event that any audit or inspection conducted in accordance with that Section 9 reveals any material non-compliance by Sea.dev with this DPA and/or Applicable Data Protection Laws), and Paragraph 1 of Annex 2 (European Annex)), in each case, beyond providing self-service features included as part of the Services.

## 12. LIABILITY

- 12.1 Nothing in this DPA excludes the liability of Sea.dev: for death or personal injury caused by Sea.dev's negligence; or for fraud or fraudulent misrepresentation. Nothing in this Section 12 will affect any person's liability to Data Subjects under relevant third-party beneficiary provisions of the SCCs (if and as they apply).

- 12.2 Subject to Section 12.1: Sea.dev shall have no liability for any: (i) loss of profits; (ii) loss of business; (iii) wasted expenditure; (iv) depletion of goodwill and/or similar losses; (v) loss or corruption of data or information; or (vi) any special, indirect or consequential loss, costs, damages, charges or expenses; and Sea.dev's total aggregate liability to the Partner shall not exceed £10,000.
- 12.3 References to liability in this Section 12 include every kind of liability arising under or in connection with this DPA including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

### 13. VARIATION

Sea.dev may on notice vary this DPA to the extent that (acting reasonably) it considers necessary to address the requirements of Applicable Data Protection Laws from time to time, including by varying or replacing the SCCs in the manner described in Paragraph 2.5 of Annex 2 (European Annex) and/or to reflect any relevant changes in the Services and its Processing of Personal Data as part thereof.

### 14. INCORPORATION AND PRECEDENCE

- 14.1 This DPA shall be incorporated into and form part of the Agreement with effect on and from the Addendum Effective Date.
- 14.2 In the event of any conflict or inconsistency between any SCCs entered into pursuant to Paragraph 2 of Annex 2 (European Annex) and this DPA, the SCCs shall prevail in respect of the Restricted Transfer to which they apply.

### 15. GENERAL

- 15.1 **Consideration.** In consideration for access to the Personal Data as set out in this DPA and the mutual promises set out therein, each of the parties shall comply with the terms of this DPA.
- 15.2 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.
- 15.3 **Severance.** If any provision or part-provision of this DPA is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this DPA.
- 15.4 **Entire agreement.** Each party acknowledges that in entering into this DPA it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this DPA. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this DPA.
- 15.5 **Assignment.** The Partner shall not, without the prior written consent of Sea.dev, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this DPA. Sea.dev may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this DPA, provided that it gives prior written notice of such dealing to the Partner.
- 15.6 **No partnership or agency.** Nothing in this DPA is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

- 15.7 **Third party rights.** This DPA does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this DPA.
- 15.8 **Notices.** Any notice given to a party under or in connection with this DPA shall be in writing and shall be sent by email to the address specified by the other parties from time to time. Any notice shall be deemed to have been received at 9.00am on the business day after transmission. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 15.9 **Governing law.** This DPA and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
- 15.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this DPA or its subject matter or formation (including non-contractual disputes or claims).

### **Data Processing Details**

**Note:** this Annex 1 (Data Processing Details) to the DPA includes certain details of the Processing of Partner Personal Data as required: (a) by certain Applicable Data Protection Laws; and (b) to populate the Appendix to the SCCs in the manner described in Paragraph 2.2(d) of Annex 2 (European Annex).

#### **VENDOR / 'DATA IMPORTER' DETAILS**

<b>Name:</b>	Sea.dev, Limited
<b>Address:</b>	As set out in the pre-amble to the DPA
<b>Contact Details for Data Protection:</b>	Role: Co-founder Email: matt@Sea.dev
<b>Sea.dev Activities:</b>	Sea.dev is the developer and provider of certain technology that can be used by its Partners and their users to structure data for Large Language Model usage.
<b>Role:</b>	Processor

#### **PARTNER / 'DATA EXPORTER' DETAILS**

<b>Name:</b>	The entity or other person who is a counterparty to the DPA.
<b>Address:</b>	As set out in the pre-amble to the DPA.
<b>Contact Details for Data Protection:</b>	As set out in the Agreement.
<b>Partner Activities:</b>	Partner's activities relevant to this DPA are the use and receipt of the Services as part of its ongoing business operations.
<b>Role:</b>	<ul style="list-style-type: none"> <li>● Controller – in respect of any Processing of Partner Personal Data in respect of which Partner is a Controller in its own right; and</li> <li>● Processor – in respect of any Processing of Partner Personal Data in respect of which Partner is itself acting as a Processor on behalf of any other person (including its affiliates if and where applicable).</li> </ul>

#### **DETAILS OF PROCESSING**

<b>Categories of Data Subjects:</b>	<p>Any individuals whose Personal Data is comprised within data submitted to the Services by or on behalf of Partner, which will be as determined by Partner in its sole discretion through its use of the Services (including as a result of any systems, platforms or technologies (including any Connected Applications) with which Partner integrates the Services and the configuration(s) of such integration(s)) – but may include:</p> <ul style="list-style-type: none"> <li>● Partner's Personnel.</li> <li>● Marketing prospects.</li> <li>● Partner's own customers, clients, (sub-)licensees.</li> <li>● Website visitors.</li> <li>● Individuals whose data is contained in any databases submitted to the Services or otherwise Processed or made available to the Services.</li> <li>● End-users and other users of Partner's products and services</li> <li>● Suppliers, service providers, vendors and other providers of goods or services.</li> <li>● Direct or indirect distributors, resellers, sales agents, introducers, sales representatives, collaborators, joint-venturers and other commercial partners.</li> <li>● Shareholders, investors, partners, members and supporters.</li> <li>● Advisers, consultants and other professionals and experts.</li> </ul>
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	<p>Where any of the above is a business or organisation, it includes their Personnel or other relevant natural persons. Each category includes current, past and prospective Data Subjects.</p>
<p><b>Categories of Personal Data:</b></p>	<p>Any Personal Data comprised within data submitted to the Services by or on behalf of Partner, which will be as determined by Partner in its sole discretion through its use of the Services (including as a result of any systems, platforms or technologies (including any Connected Applications) with which Partner integrates the Services and the configuration(s) of such integration(s)) – but may include:</p> <ul style="list-style-type: none"> <li>● <b>Personal details</b> – for example any information that identifies the Data Subject and their personal characteristics, name, age, date of birth, sex, and physical description.</li> <li>● <b>Contact details</b> – for example home and/or business address, email address, telephone details and other contact information such as social media identifiers/handles.</li> <li>● <b>Public authority personal details</b> – for example, identifiers issued by a public authority, such as passport details, national insurance numbers, identity card numbers, driving licence details.</li> <li>● <b>Family, lifestyle and social circumstance details</b> – for example any information relating to the family of the Data Subject and the Data Subject’s lifestyle and social circumstances, including current marriage and partnerships, marital history, details of family and other household members, habits, housing, travel details, leisure activities, and membership of charitable or voluntary organisations.</li> <li>● <b>Education and training details</b> – for example information which relates to the education and any professional training of the Data Subject, including academic records, qualifications, skills, training records, professional expertise, student and pupil records.</li> <li>● <b>Employment-/engagement-related details</b> – for example position, job title, corporate status, management category, job code, salary plan, pay grade or level, job function and sub-function, department, primary location for role, employment status and type, full-time/part-time, terms of employment/engagement, employment contract, contract of engagement, work history, hire/re-hire and termination date(s) and reason, length of service, retirement eligibility, promotions and disciplinary records, date of transfers, and reporting manager(s) information, and attendance records, health and safety records, performance appraisals, training records, and security records.</li> <li>● <b>Financial details</b> – for example information relating to the financial affairs of the Data Subject, including income, salary, assets and investments, payments, loans, benefits, grants, insurance details, and pension information.</li> <li>● <b>Commercial details</b> – for example Personal Data relating to goods, services or other intellectual property licensed, developed provided and related information, including details of the goods or services supplied, licences issued and contracts, by or to Data Subjects.</li> <li>● <b>Technological details</b> – for example internet protocol (IP) addresses, unique identifiers and numbers (including unique identifier in tracking cookies or similar technology), pseudonymous identifiers, precise and imprecise location data, internet / application / program activity data, and device IDs and addresses.</li> <li>● <b>Any other details</b> – for example any Personal Data relating to relevant Data Subjects included in text fields or contained</li> </ul>

	in any databases submitted to the Services or otherwise Processed or made available to the Services.
<b>Sensitive Categories of Data, and associated additional restrictions/safeguards:</b>	<u>Categories of sensitive data:</u> None – as noted in Section 11.4 of the DPA, Partner agrees that Restricted Data, which includes ‘sensitive data’ (as defined in Clause 8.7 of the SCCs), must <b>not</b> be submitted to the Services.
<b>Frequency of transfer:</b>	Ongoing – as initiated by Partner in and through its use, or use on its behalf, of the Services.
<b>Nature of the Processing:</b>	Processing operations required in order to provide the Services.
<b>Purpose of the Processing:</b>	Partner Personal Data will be processed: (i) as necessary to provide the Services as initiated by Partner in its use thereof, and (ii) to comply with any other reasonable instructions provided by Partner in accordance with the terms of this DPA.
<b>Duration of Processing / Retention Period:</b>	For the period determined in accordance with the DPA, including Section 10 of the DPA.
<b>Transfers to (sub-)processors:</b>	Transfers to Sub-Processors are as, and for the purposes, described from time to time in the Sub-Processor List (as may be updated from time to time in accordance with Section 8 of the DPA).

## Annex 2

### European Annex

#### 1. DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

Sea.dev, taking into account the nature of the Processing and the information available to Sea.dev, shall provide reasonable assistance to Partner, at Partner's cost, with any data protection impact assessments and prior consultations with Supervisory Authorities which Partner reasonably considers to be required of it by Article 35 or Article 36 of the GDPR, in each case solely in relation to Processing of Partner Personal Data by Sea.dev.

#### 2. RESTRICTED TRANSFERS

##### 2.1 Entry into Transfer Mechanisms

(a) EEA Restricted Transfers. To the extent that any Processing of Partner Personal Data under this DPA involves an EEA Restricted Transfer from Partner to Sea.dev, the Parties shall comply with their respective obligations set out in the SCCs, which are hereby deemed to be (i) populated in accordance with Section 2.2 of this Annex 2 (European Annex); and (ii) entered into by the Parties and incorporated by reference into this DPA.

(b) UK Restricted Transfers. To the extent that any Processing of Partner Personal Data under this DPA involves a UK Restricted Transfer from Partner to Sea.dev, the Parties shall comply with their respective obligations set out in the SCCs, which are hereby deemed to be: (i) varied to address the requirements of the UK GDPR in accordance with the UK Transfer Addendum and populated in accordance with Sections 2.2 and 2.3 of this Annex 2 (European Annex); and (ii) entered into by the Parties and incorporated by reference into this DPA.

##### 2.2 Population of SCCs

(a) Signature of SCCs. Where the SCCs apply in accordance with Paragraph 2.1(a) and/or Paragraph 2.1(b) of this Annex 2 (European Annex), each of the Parties is hereby deemed to have signed the SCCs at the relevant signature block in Annex I to the Appendix to the SCCs.

(b) Modules of SCCs. As and where relevant: Module Two of the SCCs applies to any EEA Restricted Transfer involving Processing of Personal Data in respect of which Partner is a controller in its own right; and/or Module Three of the SCCs applies to any EEA Restricted Transfer involving Processing of Personal Data in respect of which Partner is a processor.

(c) Population of body of SCCs. As and where applicable to the relevant Module and the Clauses thereof: (i) in Clause 7: the 'Docking Clause' is not used; (ii) in Clause 9: 'Option 2: General Written Authorisation' applies, and the minimum time period for advance notice of the addition or replacement of Sub-Processors shall be the advance notice period set out in Section 8.2 of the DPA; (iii) in Clause 11: the optional language is not used; (iv) in Clause 13: all square brackets are removed and all text therein is retained; (v) in Clause 17: 'OPTION 1' applies, and the Parties agree that the SCCs shall be governed by the law of Ireland in relation to any EEA Restricted Transfer; and (vi) in Clause 18(b): the Parties agree that any dispute arising from the SCCs in relation to any EEA Restricted Transfer shall be resolved by the courts of Ireland.

(d) Population of Appendix to SCCs. Annex I to the Appendix to the SCCs is populated with the corresponding information detailed in Annex 1 (Data Processing Details) to the DPA, with: Partner being 'data exporter'; and Sea.dev being 'data importer', and Part C to that Annex I is populated with: the competent Supervisory Authority shall be determined as follows: (i) where Partner is established in an EU Member State: the competent Supervisory Authority shall be the Supervisory Authority of that EU Member State in which Partner is established; and (ii) where Partner is not established in an EU Member State, Article 3(2) of the GDPR applies and Partner has

appointed an EEA Representative under Article 27 of the GDPR: the competent Supervisory Authority shall be the Supervisory Authority of the EU Member State in which Partner's EEA Representative relevant to the Processing hereunder is based (from time-to-time), which Partner shall notify to Sea.dev in writing. Annex II shall be populated with reference to the information contained in or determined by Section 2.3 of the DPA (including the Security Measures).

### 2.3 UK Restricted Transfers

- (a) *UK Transfer Addendum*. Where relevant in accordance with Section 2.1(b) of this Annex 2 (European Annex), the SCCs apply to any UK Restricted Transfers as varied by the UK Transfer Addendum in the following manner: (i) 'Part 1 to the UK Transfer Addendum': (A) the Parties agree: Tables 1, 2 and 3 to the UK Transfer Addendum are deemed populated with the corresponding details set out in Annex 1 (Data Processing Details) to the DPA and Section 2.2 of this Annex 2 (European Annex); and (B) Table 4 to the UK Transfer Addendum is completed with 'Data Importer' only; and (ii) 'Part 2 to the UK Transfer Addendum': the Parties agree to be bound by the UK Mandatory Clauses of the UK Transfer Addendum and that the SCCs shall apply to any UK Restricted Transfers as varied in accordance with those Mandatory Clauses.
- (b) *Interpretation*. As permitted by section 17 of the UK Mandatory Clauses, the Parties agree to the presentation of the information required by 'Part 1: Tables' of the UK Transfer Addendum in the manner determined by 2.3(a) of this Annex 2 (European Annex); **provided that** the Parties further agree that nothing in the manner of that presentation shall operate or be construed so as to reduce the Appropriate Safeguards (as defined in section 3 of the UK Mandatory Clauses). In relation to any UK Restricted Transfer to which they apply, where the context permits and requires, any reference in the DPA to the SCCs, shall be read as a reference to those SCCs as varied in the manner set out in this Section 2.3 of this Annex 2 (European Annex).

### 2.4 Operational Clarifications

- (a) When complying with its transparency obligations under Clause 8.3 of the SCCs, Partner agrees that it shall not provide or otherwise make available, and shall take all appropriate steps to protect Sea.dev's and its licensors' trade secrets, business secrets, confidential information and/or other commercially sensitive information.
- (b) Where applicable, for the purposes of Clause 10(a) of Module Three of the SCCs, Partner acknowledges and agrees that there are no circumstances in which it would be appropriate for Sea.dev to notify any third-party controller of any Data Subject Request and that any such notification shall be the sole responsibility of Partner.
- (c) For the purposes of Clause 15.1(a) of the SCCs, except to the extent prohibited by applicable law and/or the relevant public authority, as between the Parties, Partner agrees that it shall be solely responsible for making any notifications to relevant Data Subject(s) if and as required.
- (d) The terms and conditions of Section 8 of the DPA apply in relation to Sea.dev's appointment and use of Sub-Processors under the SCCs. Any approval by Partner of Sea.dev's appointment of a Sub-Processor that is given expressly or deemed given pursuant to that Section 8 constitutes Partner's documented instructions to effect disclosures and onward transfers to any relevant Sub-Processors if and as required under Clause 8.8 of the SCCs.
- (e) The audits described in Clauses 8.9(c) and 8.9(d) of the SCCs shall be subject to any relevant terms and conditions detailed in Section 9 of the DPA.
- (f) Certification of deletion of Personal Data as described in Clauses 8.5 and 16(d) of the SCCs shall be provided only upon Partner's written request.
- (g) In respect of any given Restricted Transfer, if requested of Partner by a Supervisory Authority, Data Subject or further Controller (where applicable) – on specific written request; accompanied by suitable supporting evidence of the relevant request), Sea.dev shall provide Partner with an executed version of the relevant set(s) of SCCs responsive to the request made of Partner (amended and populated in accordance with relevant provisions of this DPA in respect of the relevant Restricted Transfer) for countersignature by Partner, onward provision to the relevant requestor and/or storage to evidence Partner's compliance with Applicable Data Protection Laws.

## 2.5 Adoption of new transfer mechanism

Sea.dev may on notice vary this DPA and replace the relevant SCCs with: (a) any new form of the relevant SCCs or any replacement therefor prepared and populated accordingly; or (b) another transfer mechanism, other than the SCCs, that enables the lawful transfer of Partner Personal Data by Partner to Sea.dev under this DPA in compliance with Chapter V of the GDPR.

### **Annex 3**

#### **State Privacy Laws Annex**

1. In this Annex 3, the terms “**business**,” “**business purpose**,” “**commercial purpose**,” “**consumer**,” “**sell**,” “**share**,” and “**service provider**” shall have the respective meanings given thereto in the CCPA; and “**personal information**” shall mean Partner Personal Data that constitutes “personal information” as defined in and that is subject to the State Privacy Laws.
2. The business purposes and services for which Sea.dev is Processing personal information are for Sea.dev to provide the Services to and on behalf of Partner, as described in more detail in Annex 1 (Data Processing Details) to the DPA.
3. It is the Parties’ intent that with respect to any personal information, Sea.dev is a service provider. Sea.dev (a) acknowledges that personal information is disclosed by Partner only for limited and specific purposes described in the DPA (which includes for the purpose of providing the Services); (b) shall comply with applicable obligations under the State Privacy Laws and shall provide the same level of privacy protection to personal information as is required by the State Privacy Laws; (c) agrees that Partner has the right to take reasonable and appropriate steps under and subject to Section 9 (Audits) of the DPA to help ensure that Sea.dev’s use of personal information is consistent with Partner’s obligations under the State Privacy Laws; (d) shall notify Partner in writing of any determination made by Sea.dev that it can no longer meet its obligations under the State Privacy Laws; and (e) agrees that Partner has the right, upon notice, including pursuant to the preceding clause, to take reasonable and appropriate steps to stop and remediate unauthorised use of personal information.
4. Sea.dev shall not (a) sell or share any personal information; (b) retain, use or disclose any personal information for any purpose other than for the business purposes specified in the DPA (which includes for the purpose of providing the Services), including retaining, using, or disclosing the personal information for a commercial purpose other than the business purpose specified in the DPA (which includes for the purpose of providing the Services), or as otherwise permitted by State Privacy Laws; (c) retain, use or disclose the personal information outside of the direct business relationship between Sea.dev and Partner; or (d) combine personal information received pursuant to the DPA with personal information (i) received from or on behalf of another person, or (ii) collected from Sea.dev’s own interaction with any consumer to whom such personal information pertains except as and to the extent necessary as part of Sea.dev’s provision of the Services.
5. Sea.dev shall implement reasonable security procedures and practices appropriate to the nature of the personal information received from, or on behalf of, Partner, in accordance with Section 5 (Security Measures) of the DPA.
6. When Sea.dev engages any Sub-Processor, Sea.dev shall notify Partner of such Sub-Processor engagements in accordance with Section 8 (Sub-Processing) of the DPA and that such notice shall satisfy Sea.dev’s obligation under the State Privacy Laws to give notice of and an opportunity to object to such engagements.
7. Sea.dev agrees that Partner may conduct audits, in accordance with Section 9 of the DPA, to help ensure that Sea.dev’s use of personal information is consistent with Sea.dev’s obligations under the State Privacy Laws.
8. The parties acknowledge that Sea.dev’s retention, use and disclosure of personal information authorised by Partner’s instructions documented in the DPA are integral to Sea.dev’s provision of the Services and the business relationship between the Parties.

## Annex 4

### Security Measures

As from the Effective Date, Sea.dev will implement and maintain the Security Measures as set out in this Annex 4.

1. Organisational management and staff responsible for the development, implementation and maintenance of Sea.dev's information security program.
2. Audit and risk assessment procedures for the purposes of periodic review and assessment of risks to Sea.dev's organisation, monitoring and maintaining compliance with Sea.dev's policies and procedures, and reporting the condition of its information security and compliance to internal senior management.
3. Data security controls which include at a minimum logical segregation of data, restricted (e.g. role-based) access and monitoring, and utilisation of commercially available and industry standard encryption technologies for Partner Personal Data.
4. Logical access controls designed to manage electronic access to data and system functionality based on authority levels and job functions.
5. Password controls designed to manage and control password strength, expiration and usage.
6. System audit or event logging and related monitoring procedures to proactively record user access and system activity.
7. Change management procedures and tracking mechanisms designed to test, approve and monitor all material changes to Sea.dev's technology and information assets.

Sea.dev may freely update or modify these Security Measures from time to time **provided that** such updates and modifications do not materially decrease the overall security of Services and/or relevant Partner Personal Data.

## Annex 5

### Authorised Sub-Processors

<b>Sub-Processor</b>	<b>Function</b>	<b>Location</b>
Amazon Web Services, Inc.	Hosting services provider for all core functionalities of any platform-based elements of the Services	United States
OpenAI Inc.	State of the art general purpose foundational model	United States
Neo4j, Inc.	Graph database technology and cloud provider	United States
Render Services, Inc	Cloud provider with easy to use interface	United States
Anthropic Ireland, Limited	State of the art general purpose foundational model	Ireland