DATA PROCESSING ADDENDUM

This Data Processing Addendum and its Addenda (**"DPA"**) is supplemental to, and an integral part of, the contractual agreements, including any applicable order form(s), schedule(s) and statement(s) of work, updated from time to time (the **"Agreement"**), by and between: (i) you (hereinafter **"you"**, **"your"** or **"Licensee"**, as applicable); and (ii) ConnectWise, LLC, ConnectWise B.V., or its Affiliates, (**"ConnectWise"**), (collectively the "**Parties**"), and governs the data protection obligations (**"Obligations"**) of each of the Parties and their Affiliates associated with the Processing of Licensee Personal Data under or in connection with the Agreement.

I. RECITALS:

a) ConnectWise and Licensee have entered into the Agreement.

b) Pursuant to the Agreement, ConnectWise has agreed to provide to Licensee certain SaaS based managed offerings as described within the Agreement (the **"Services"**).

c) The Parties wish to enter into this DPA to define their respective Obligations associated with ConnectWise's provision of Services to Licensee.

d) In the case of any conflict or inconsistency with the terms of the Agreement and this DPA, this DPA will take precedence over the Agreement to the extent of such conflict or inconsistency.

II. IN CONSIDERATION OF THE MUTUAL PROMISES BELOW AND OTHER GOOD AND VALUABLE CONSIDERATION THE SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, IT IS AGREED:

1.0 Definitions

1.1 The terms of this DPA will follow the terms of the Agreement. Terms not otherwise defined in this DPA will have the same meaning as set forth in the Agreement.

a) "**Affiliate**" means, as to any entity, any other entity that, directly or indirectly, Controls, is Controlled by or is under common Control with such entity. "Control," for the purposes of this clause will mean with respect to any person or entity, the right to exercise or cause the exercise of at least fifty per cent (50%) or more of the voting rights in such person or entity, or the power to direct, directly or indirectly, the management of another person or entity.

b) **"Applicable Data Protection Laws and Regulations"** means all laws and

regulations of the European Economic Area, and their member states, Switzerland, the United Kingdom and the United States and its states, applicable to the Processing of Personal Data under the Agreement as amended from time to time, including, where applicable, EU/ UK Data Protection Law and the CCPA.

c) **"Authorized Affiliate"** means any of Licensee's Affiliate(s) which (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use the Services pursuant to the Agreement between Licensee and ConnectWise, but has not signed its own Order Form with ConnectWise and is not a "Licensee" as defined under this DPA.

d) **"CCPA"** means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 *et seq.*, and its implementing regulations.

e) "**Controller**" means the entity which determines the purposes and means of the Processing of Personal Data.

f) **"Licensee"** means the entity that executed the Agreement together with its Affiliates (for so long as they remain Affiliates).

g) **"Licensee Personal Data"** means any Personal Data that is submitted by the Licensee, or otherwise made available through the Licensee's use of the Services in connection with the Agreement.

h) **"ConnectWise Group"** means ConnectWise, and its Affiliates engaged in the Processing of Licensee Personal Data.

i) **"Data Subject(s)"** means the identified or identifiable person to whom Personal Data relates.

j) **"EU/UK Data Protection Laws"** means (i) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (the "EU GDPR");(ii) the EU GDPR as saved into United Kingdom law by virtue of Section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 (the "UK GDPR"); (iii) the Data Protection Act 2018; (iv) Data Use and Access Act 2025; (v) the EU e-Privacy Directive (Directive 2002/58/EC); and (vi) any and all applicable national data protection laws made under, pursuant to or that apply in conjunction with any of (i), (ii) or (v); in each case as may be amended or superseded from time to time.

k) **"Personal Data"** means any information relating to an identified or identifiable natural person as protected under Applicable Data Protection Laws and Regulations.

l) **"Processing"** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission,

dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

m) **"Processor-to-Processor Clauses"** means Module Three of the Standard Contractual Clauses between processor to processor.

n) **"Processor"** means the entity which Processes Personal Data on behalf of the Controller, including as applicable any "service provider" as that term is defined by the CCPA.

o) **"Restricted Transfer"** means: (i) where the EU GDPR applies, a transfer of Personal Data from the European Economic Area to a country outside of the European Economic Area which is not subject to an adequacy determination by the European Commission; and (ii) where the UK GDPR applies, a transfer of personal data from the United Kingdom to any other country which is not based on adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018.

p) **"Standard Contractual Clauses"** means (i) where the EU GDPR applies, the contractual clauses annexed to the European Commission Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("EU SCCs"); and (ii) where the UK GDPR applies, the "International Data Transfer Addendum to the EU Commission Standard Contractual Clauses" issued by the Information Commissioner under s.119A(1) of the Data Protection Act 2018 ("UK Addendum").

q) **"Sub-Processor"** means any Processor engaged by ConnectWise or a member of the ConnectWise Group.

r) **"Supervisory Authority"** means an independent public authority which is established by an EU Member State pursuant to the EU GDPR or, for the UK GDPR, the Information Commissioner's Office ("ICO") in the United Kingdom.

2.0 Processing of Personal Data

2.1 Contracting entity. For the purposes of this DPA, "ConnectWise" refers to the ConnectWise entity that is identified as the contracting party in the Agreement.

2.2 Roles of the Parties. The Parties acknowledge and agree that with regard to the Processing of Personal Data, Licensee is the Controller (or, where Licensee is instructing ConnectWise on behalf of a third-party controller, a processor on behalf of that Controller), ConnectWise is the Processor and that ConnectWise or members of the ConnectWise Group will engage Sub-Processors pursuant to the requirements set forth below in Section 5, Sub-Processors of this DPA.

2.3 Licensee's Processing of Personal Data.

(i) Licensee shall comply with the obligations that apply to it under Applicable Data Protection Laws and Regulations, including but not limited to any applicable requirement to provide notice to Data Subjects and obtaining any required consents.

(ii) Licensee represents and warrants that (i) any Personal Data provided to ConnectWise is collected or otherwise Processed by Licensee in accordance with Data Protection Law; (ii) any Processing of Personal Data by ConnectWise performed in accordance with Licensee's instructions does not and will not violate Applicable Data Protection Law; and (iii) all individuals whose Personal Data is Processed by ConnectWise have been notified of ConnectWise's processing pursuant to the Services and as detailed in this DPA.

(iii) For the avoidance of doubt, Licensee's instructions (such instructions, where Licensee is a Processor, shall reflect the instructions of its Controller) for the Processing of Personal Data shall comply with Applicable Data Protection Laws and Regulations. Licensee shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Licensee acquired such Personal Data. Licensee specifically acknowledges that its use of the Services will not violate the rights of any Data Subject that has opted-out from sales or other disclosures of Personal Data to the extent applicable under Applicable Data Protection Laws.

2.4 ConnectWise's Processing of Licensee Personal Data. ConnectWise shall not sell Licensee Personal Data. ConnectWise shall Process Licensee Personal Data on behalf of, and only in accordance with, Licensee's documented instructions (such instructions, where Licensee is a Processor, shall reflect the instructions of its Controller) for the following purposes: (i) Processing Licensee Personal Data as necessary to perform its obligations under the Agreement; and (ii) Processing to comply with other documented reasonable instructions provided by Licensee (e.g., via email) where such instructions are consistent with the terms of the Agreement. ConnectWise shall inform Licensee (who, where Licensee is a Processor, shall inform its Controller) if it becomes aware that Licensee's processing instructions infringe Applicable Data Protection Laws and Regulations and ConnectWise may suspend Processing. ConnectWise is not required to actively monitor Licensee's (or, where applicable, its Controller's) compliance with Applicable Data Protection Laws and Regulations).

2.5 Details of the Processing. The subject-matter of Processing of Licensee Personal Data by ConnectWise is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Licensee Personal Data and the categories of Data Subjects Processed under this DPA are further specified below within Annex I, Section (2) Description of Transfer in this DPA.

2.6 Applicability of this DPA. This DPA applies exclusively to ConnectWise Services, to the extent such Services process Licensee Personal Data, and does not apply to any Non-ConnectWise Applications (whether integrated with, accessed through, or used in connection with the Services), as defined in the Agreement or the Master Agreement available at www.connectwise.com/legal.

3.0 Rights of Data Subjects

3.1 Data Subject Request. ConnectWise shall, to the extent legally permitted, promptly notify Licensee (who, where Licensee is a Processor, shall inform its

Controller) if ConnectWise receives a request from a Data Subject (governing their personal data) exercising or declaring their (i) right of access; (ii) right to rectification; (iii) restriction of Processing erasure ("right to be forgotten"); (iv) objection to Processing; (v) right to portability; and/or (vi) right not to be subject to automated decision making (each such request (i)-(vi) being a "Data Subject Request"). Taking into account the nature of the Processing, ConnectWise shall provide reasonable assistance to Licensee by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Licensee's Obligation(s) (or, where Licensee is a Processor, its Controller) to respond to a Data Subject Request under Applicable Data Protection Laws and Regulations. To the extent Licensee, in its use of the Services, does not have the ability to address a Data Subject Request, ConnectWise shall upon Licensee's request provide commercially reasonable efforts to assist Licensee (or, where Licensee is a Processor, its Controller) in responding to such Data Subject Request to the extent ConnectWise is legally permitted to do so and the response to such Data Subject Request is required under Applicable Data Protection Laws and Regulations. To the extent legally permitted, Licensee shall be responsible for any costs arising from ConnectWise's provision of such assistance.

4.0 ConnectWise Personnel

4.1 Confidentiality. ConnectWise shall ensure that its personnel engaged in the Processing of Licensee Personal Data are subject to an appropriate duty of confidentiality (whether a contractual duty or a statutory duty) and shall not permit any person to Process the Licensee Personal Data who is not under such a duty of confidentiality.

4.2 Limitation of Access. ConnectWise shall ensure that ConnectWise's access to Licensee Personal Data is limited to those personnel performing Services in accordance with the Agreement.

5.0 Sub-Processors

5.1 Appointment of Sub-Processors. Licensee acknowledges and authorises (i) ConnectWise to appoint ConnectWise's Affiliates as Sub-Processors; and (ii) ConnectWise and ConnectWise's Affiliates, respectively, to engage third-party Sub-Processors in connection with the provision of the Services. ConnectWise or a ConnectWise Affiliate shall enter into a written agreement with each Sub-Processor containing data protection Obligations not less protective than those in this DPA with respect to the protection of Licensee Personal Data to the extent applicable to the nature of the Services provided by such Sub-Processor.

5.2 List of Current Sub-Processors and Notification of New Sub-Processors. ConnectWise shall (i) make available to Licensee the current list of Sub-Processors for the Services identified within the Documentation, which it shall update with details of any change in Sub-Processors and notify Licensee of the same at least ten (10) days' prior to any such change; and (ii) ensure that the terms on which it appoints such Sub-Processors complies with Applicable Data Protection Laws and Regulations.

5.2.1 If Licensee does not object within thirty (30) days, Licensee is deemed to

have consented to the proposed addition or replacement.

5.2.2 Licensee (where Licensee is a Processor, shall reflect the instructions of its Controller) may object to ConnectWise's appointment or replacement of a Sub- Processor prior to its appointment or replacement, provided such objection is reasonable and founded on demonstrable grounds relating to the Sub- Processor's inability to comply with Applicable Data Protection Laws and Regulations. Licensee shall render their objection to ConnectWise's use of a new Sub-Processor and the applicable Licensee Personal Data ("Sub-Processor Objection") promptly in writing to the address and point of contact as defined within the Notice provision contained in the Agreement within thirty (30) days of receipt of ConnectWise's notice. If Licensee objects to a new Sub-Processor as permitted in the preceding sentence, ConnectWise will use reasonable efforts to make available to Licensee a change in the Services or recommend a commercially reasonable change to Licensee's configuration or use of the Services ("Service Alteration") intended to avoid the Processing of the Licensee Personal Data which Licensee has clearly identified within their Sub-Processor Objection without unreasonably burdening Licensee. If ConnectWise is unable to render a Service Alteration within a reasonable period of time, which shall not exceed sixty (60) days from ConnectWise's receipt of Licensee's Sub-Processor Objection:

(a) Licensee may terminate only those Services contained within the applicable Agreement, which cannot be provided by ConnectWise without the use of the Sub-Processor by providing written notice ("Service Cancellation Notice") to ConnectWise at the address and point of contact as defined within the Notice provision contained in the Agreement, within thirty (30) days of receipt of ConnectWise's notice of its inability to render a Service Alteration. Licensee's Service Cancellation Notice shall explicitly detail the specific Services they are seeking to terminate under the Agreement. Following ConnectWise's receipt of Licensee's Service Cancellation Notice, a refund will be issued to Licensee for any prepaid fees covering the remainder of the term of such specific Services rendered under the Agreement following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Licensee. For the avoidance of doubt, the entirety of the Agreement will not be terminated following receipt of the Service Cancellation Notice, only the individual Services in which ConnectWise is unable cure through a Service Alteration; or

(b) ConnectWise may, at its option, terminate the affected Services (or where the Sub-Processor is required for the provision of Services as a whole, the Agreement), upon written notice to Licensee, without liability or penalty.

5.3 Liability. ConnectWise shall be liable for the acts and omissions of its Sub-Processors to the same extent ConnectWise would be liable if performing the

services of each Sub-Processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

6.0 Security

6.1 Controls for the Protection of Licensee Personal Data. ConnectWise shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Licensee Personal Data), confidentiality, and integrity of Licensee Personal Data, as set forth within its Documentation, and Annex II - Technical and Organization Measures. ConnectWise regularly monitors compliance with these measures. ConnectWise will not materially decrease the overall security of the Services during a subscription term.

6.2 Third-Party Certifications and Audits.

6.2.1 ConnectWise has obtained the third-party certifications and audits set forth within the ConnectWise Trust Site. Upon Licensee's written request (and, where Licensee is a Processor, shall reflect the instructions of its Controller) at reasonable intervals, and subject to the confidentiality Obligations set forth in the Agreement, ConnectWise shall make available to Licensee (and, where Licensee is a Processor, its Controller), that is not a competitor of ConnectWise (or Licensee's independent, third-party auditor that is not a competitor of ConnectWise) a copy of ConnectWise's then most recent third-party audits or certifications, as applicable, and to the extent ConnectWise makes them generally available to its Licensees.

6.2.2 Licensee may contact ConnectWise (providing they render reasonable notice of at least sixty (60) business days) and request an in-person audit ("On-Site Audit") of the procedures relevant to the protection of Licensee Personal Data pursuant to this DPA, provided Licensee that is not a competitor of ConnectWise, or Licensee's independent, third-party auditor that is not a competitor of ConnectWise, conducts the On-Site Audit during ConnectWise's normal business hours, and takes all reasonable measures to prevent any unnecessary disruption(s) to ConnectWise, and Licensee does not exercise its right to an On-Site Audit more than once per calendar year. Prior to a review, the auditing entity shall enter into such confidentiality obligations with ConnectWise as may be reasonably necessary to respect the confidentiality of ConnectWise's business interests and the rights and interests of any affected third parties. Licensee shall reimburse ConnectWise for any time expended for an On-Site Audit at the ConnectWise Group's then-current professional services rates, which shall be made available to Licensee upon request. Before the commencement of an On-Site Audit, the Parties shall mutually agree upon the scope, timing, and duration of the On-Site Audit in addition to the reimbursement rate for which Licensee shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by ConnectWise. Licensee shall promptly notify ConnectWise in writing with any findings of non-compliance discovered

during the course of the On-Site Audit.

6.3 Data Protection Impact Assessment. Upon Licensee's request (in instances where Licensee is a Processor, such request should include the instructions of its Controller), ConnectWise shall provide Licensee with reasonable cooperation and assistance necessary to fulfill Licensee's Obligation(s) (or, where Licensee is a Processor, the Obligation(s) of its Controller) under the Applicable Data Protection Laws and Regulations to carry out a data protection impact assessment related to Licensee's use of the Services, to the extent Licensee does not otherwise have access to the relevant information, and to the extent such information is reasonably available to ConnectWise.

7.0 Incident Management and Notification

ConnectWise maintains incident management policies and notification procedures as specified within the Documentation and the ConnectWise Trust site, and shall notify Licensee (who, where Licensee is a Processor, shall in turn inform its Controller) without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Licensee Personal Data, transmitted, stored or otherwise Processed by ConnectWise or its Sub-Processors of which ConnectWise becomes aware (a **"Licensee Personal Data Incident"**). ConnectWise shall make reasonable efforts to identify the cause of such Licensee Personal Data Incident and take those steps deemed necessary and reasonable by ConnectWise to remediate the cause of such a Licensee Personal Data Incident to the extent that the remediation is within ConnectWise's reasonable control. Licensee, however, has the sole right and obligation to determine whether, at its sole cost and expense, to provide notice of the Personal Data Breach to any affected Data Subjects, regulators, law enforcement agencies, third parties or others, including whether to offer any type of remedy to affected Data Subjects. The Obligations herein shall not apply to any incident that is caused by Licensee, Licensee's Controller(s), or Licensee's Users.

8.0 Deletion of Licensee Personal Data

8.1 To the extent allowed by applicable law, ConnectWise shall delete Licensee Personal Data within sixty (60) days of the receipt of notification from the Licensee (and, where Licensee is a Processor, such notification shall reflect the instructions of the Licensee's Controller). Upon expiration or termination of this Agreement, or upon Licensee's written request, ConnectWise shall delete Licensee Personal Data without undue delay and notify Licensee in writing once Licensee Personal Data are deleted.

8.2 These obligations apply subject to the following:

8.2.1 Licensee Personal Data may be created, accessed, modified, retained, or deleted in accordance with the normal operation, configuration, and data lifecycle of the applicable Service, including through automated or system-driven processes.

8.2.2 Licensee Personal Data processed in connection with a Service or Order may be automatically deleted or purged when such data is no longer required for the use or provisioning of the applicable Service, when a

connection to Licensee's environment or an applicable Service is removed, or upon termination or expiry of the relevant Order.

8.2.3 Where practicable, ConnectWise will use commercially reasonable efforts to inform Licensee in advance of material automated deletion of Licensee Personal Data, including by means of in-product notifications, banners, or other communication channels.

8.2.4 For the avoidance of doubt, deletion and retention behavior for backup, disaster recovery, security monitoring, detection, response, logging, or similar Services may be subject to immutability, retention locks, security, forensic, compliance, integrity, or other requirements inherent to the design or purpose of such Services, and Licensee Personal Data processed through those Services may not immediately allow for deletion by design.

8.3 These obligations in clause 8 shall not apply to the extent that ConnectWise is required by any Applicable Data Protection Law to retain some or all of the Licensee Personal Data and shall not prevent the Licensee from exporting or retrieving Data Subject Personal Data in accordance with Article 20 of the GDPR and in accordance with the Licensee's portability and switching rights under the EU Data Act (Regulation (EU) 2023/2854), including access to data in a structured, commonly used and machine-readable format.

9.0 Authorized Affiliates

9.1 Contractual Relationship. The Parties acknowledge and agree that, by executing the Agreement, Licensee enters into this DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between ConnectWise and each such Authorized Affiliate subject to the provisions of the Agreement, and Section 9 and Section 10 of this DPA. Each Authorized Affiliate agrees to be bound by the Obligations under this DPA and, to the extent applicable, the Agreement. For the avoidance of doubt, an Authorized Affiliate is not, and does not, become a party to the Agreement and is only a party to the DPA. All access to, and use of, the Services and content by Authorized Affiliates must comply with the terms and conditions of the Agreement and any violation of the terms and conditions of the Agreement by an Authorized Affiliate shall be deemed a violation by Licensee.

9.2 Communication. The Licensee that is the contracting party to the Agreement shall remain responsible for coordinating all communication with ConnectWise under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

9.3 Rights of Authorized Affiliates. Where an Authorized Affiliate becomes a party to the DPA with ConnectWise, it shall to the extent required under Applicable Data Protection Laws and Regulations be entitled to exercise the rights and seek remedies under this DPA, subject to the following:

9.3.1 Except where Applicable Data Protection Laws and Regulations require the Authorized Affiliate to directly (by itself) exercise a right or seek any remedy under this DPA against ConnectWise, the Parties agree that (i) the

Licensee that is the contracting party to the Agreement shall solely exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and (ii) the Licensee that is the contracting party to the Agreement shall solely exercise any such rights under this DPA. The Licensee shall not exercise any remedy separately for each individual Authorized Affiliate individual, but in a combined manner for itself and all of its Authorized Affiliates together (as set forth in Section 9.3.2 of this DPA below, for example).

9.3.2 The Parties agree that Licensee as the contracting party to the Agreement shall take all reasonable measures to limit any impact on ConnectWise and its Sub-Processors when carrying out an On-Site Audit, by combining, to the extent reasonably possible, all requests for an On-Site Audit sought on behalf of itself and all of its Authorized Affiliates, as well as the subsequent commencement of such On-Site Audit into a singular combined event.

10.0 Limitation of Liability

The combined aggregate liability of each Party and all of its Affiliates arising out of, or related to this DPA, and all DPAs between Authorized Affiliates and ConnectWise, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs collectively. For the avoidance of doubt, the total liability for ConnectWise and its Affiliates associated with all claims from Licensee and all of its Authorized Affiliates arising out of or related to the Agreement and all DPAs shall apply in the aggregate for all claims under both the Agreement and all DPAs established under the Agreement, including by Licensee and all Authorized Affiliates, and, in particular, shall not be understood to apply individually and severally to Licensee and/or to any Authorized Affiliate that is a contractual party to any such DPA.

11.0 European Specific Provisions

11.0 GDPR. ConnectWise will Process Licensee Personal Data in accordance with the EU/UK Data Protection Laws requirements' directly applicable to ConnectWise's provision of its Services.

11.1 Data Protection Impact Assessment. ConnectWise shall provide reasonable assistance to Licensee in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to Section 6.3 of this DPA, to the extent required under the EU/UK Data Protection Laws.

11.2 Restricted Transfers. The Parties agree that when the transfer of Personal Data from Licensee to ConnectWise is a Restricted Transfer it shall be subject to the appropriate EU SCC's as follows:

11.2.1 in relation to Personal Data that is protected by the EU GDPR, the EU SCCs will apply, completed as follows:

a) Module Two: Transfer Controller to Processor will apply to the extent that Licensee is a Controller of the Personal Data;

b) Module Three: Transfer Processor to Processor will apply to the

extent that Licensee is a Processor of the Personal Data on behalf of a third-party Controller, and as required for ConnectWise's engagement of a sub-processor;

c) Clause 7, *Optional* Docking Clause does not apply;

d) Clause 9, Use of Sub-Processors, Option 2: General Written Authorization will apply, and the time period for prior notice of sub- processor changes shall be as set forth in Section 5.2 of this DPA;

e) Clause 11, Redress, *Option* the optional language will not apply;

f) Clause 17, Governing Law, Option 1 will apply, and the EU SCCs will be governed by the law(s) of the Netherlands;

g) Any applicable disputes in accordance with Clause 18, Choice of Forum and Jurisdiction, Section (b) shall be resolved before the courts of the Netherlands (Amsterdam District Court);

h) Annex I, List of Parties shall be deemed completed with the information set forth in Annex I of this DPA;

i) Annex II Technical and Organizational Measures Including Technical and Organizational Measures to Ensure the Security of the Data shall be deemed completed with the information set out in Annex II to this DPA; and

j) Annex III, List of the Processors shall be deemed completed with the information set out in Annex III to this DPA.

11.2.2 In relation to Personal Data that is protected by the UK GDPR, the UK Addendum will apply and deemed completed as follows:

a) The EU SCCs, completed as detailed above in Section 11.3.1 of this DPA shall also apply to transfers of such Personal Data, subject to Section 11.3.2(b) of this DPA as provided below;

b) Under the UK Addendum, Part 1: Tables, the following shall be deemed completed with the relevant information provided above as set forth within the EU SCCs: (i) Table 1: Parties; (ii) Table 2: Selected SCCs, Models and Selected Clauses, and (iii) Table 3: Appendix information.

c) The start date of the UK Addendum as set forth in Part 1: Tables, Table: 1 Parties, shall be identified as the date of this DPA.

d) Table 4: Ending this Addendum When Approved Addendum Changes, as contained within Part 1: Tables of the UK Addendum shall be deemed completed with the selection of the option of "neither Party".

11.2.3 in the event that any provision of the Agreement or the DPA contradicts, directly or indirectly, the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

11.3 Transfer Mechanisms for Data Transfers. Subject to the additional terms set forth below in Schedule 1 of this DPA, ConnectWise incorporates the EU SCCs as

detailed within Section 11.3 of this DPA and:

11.3.1 When Licensee is acting as a Processor, the applicable Processor-to-Processor Clauses within the EU SCCs will apply to a Restricted Transfer. Taking into account the nature of the Processing, Licensee agrees that it is unlikely that ConnectWise will know the identity of Licensee's Controllers as ConnectWise does not have a direct relationship with Licensee's Controllers and therefore, Licensee will fulfill ConnectWise's Obligations to Licensee's Controllers under the Processor-to-Processor Clauses.

11.4 In addition, ConnectWise, LLC has certified compliance under the Data Privacy Framework and the Data Privacy Framework Principles, and the commitments they entail. Licensee authorizes ConnectWise to provide a summary or a representative copy of the relevant privacy provisions of this DPA to the competent authority if requested.

12.0 Legal Effect. This DPA shall only become legally binding between the Parties when the Parties have entered into the Agreement.

13.0 Schedules

The following schedules and annexes form an integral part of this DPA. Any reference to this DPA shall be deemed to include the Schedules and Annexes listed below, to the extent applicable:

I. Annexes to Standard Contractual Clauses:

Annex I: List of Parties and Description/Categories of Transfer

Annex II: Technical and Organizational Measures

Annex III: List of Sub-Processors

II. Schedule 1: Additional Terms for Restricted Transfers

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1. List of Parties

1.1. Data Exporter(s): The name and accompanying contact details for the for the Data Exporter and, where applicable, of its Data Protection Officer and/or designated representative within the European Union are as follows:

Name: ***The Licensee as identified within the Agreement.***

Address: ***Licensee's address as specified within the Agreement.***

Name of Designated Point of Contact: ***The Licensee's designated contact shall be the individual identified as "Licensee's Primary Contact" within the Agreement (including name, position, and corresponding contact details).***

Activities Relevant to the Data Transferred Under the EU SCCs: ***The relevant activities subject to the regulation of the EU SCCs encompass the provision of the Services by ConnectWise to Licensee.***

Role: Controller/ (Processor, as applicable).

1.2. Data Importer(s): The name and accompanying contact details for the Data Importer and, where applicable, of its Data Protection Officer and/or designated representative within the European Union are as follows:

1.2.1. Name: **ConnectWise, LLC**

1.2.2. Address: **400 N. Tampa Street, Suite 130, Tampa, Florida 33602**

1.2.3. Name of Designated Point of Contact: **Contact with ConnectWise shall be initiated at Privacy@ConnectWise.com. Supplemental contact information and notice procedures for ConnectWise are identified within the Agreement.**

1.2.4. Activities Relevant to the Data Transferred Under the EU SCCs: **The relevant activities subject to the regulation of the EU SCCs encompass the provision of the Services by ConnectWise LLC to Licensee.**

1.2.5. Role: **Processor.**

1.2.6. Name: **ConnectWise B.V.**

1.2.7. Address: **James Wattstraat 100, 1097DM, Amsterdam, The Netherlands**

1.2.8. Name of Designated Point of Contact: **Contact with ConnectWise shall be initiated at Privacy@ConnectWise.com. Supplemental contact information and notice procedures for ConnectWise are identified within the Agreement.**

1.2.9. Activities Relevant to the Data Transferred Under the EU SCCs: **The relevant**

activities subject to the regulation of the EU SCCs encompass the provision of the Services by ConnectWise B.V. to Licensee.

1.2.10. Role: **Processor**

2. Description of Transfer

2.1. Data Subjects. The categories of Data Subjects whose Personal Data is transferred include the following:

2.1.1. ***Licensee's employees; and***

2.1.2. ***Licensee's contractors.***

Additionally, Licensee may submit Personal Data to the Services, to the extent of which is determined and controlled by Licensee in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

2.1.3. ***Prospects, Licensees, business partners and vendors of Licensee (who are natural persons);***

2.1.4. ***Employees or contact persons of Licensee's prospects, Licensees, business partners and vendors;***

2.1.5. ***Employees, agents, advisors, freelancers of Licensee (who are natural persons); and***

2.1.6. ***Licensee's users authorized by Licensee to use the Services.***

2.2. Licensee Personal Data. The categories of Licensee Personal Data that are being transferred include the following:

2.2.1. Account information or service access username; registrar or service access password [1]

2.2.2. ***First and last name;***

2.2.3. ***Username / User principal name;***

[1] Where administrative access is required, secure authentication mechanisms such as multi-factor authentication or token-based authorization should be used; in such cases, traditional credentials (usernames/passwords) may not be stored by the service. In all other scenarios ConnectWise recommends using a temporary administrator account which should be disabled on completion of an administrative action.. For user credentials that may be used in those limited cases where direct authentication is required, and alternative access paths are unavailable, temporary or delegated access should be applied, and any password used should be reset, invalidated, or rotated upon completion of the relevant task. Licensee bares the sole responsibility for the use, reset, invalidation or rotation of credentials.

2.2.4. ***Display name or preferred name;***

2.2.5. ***Contact information;***

- ***Company name***
- ***Email address***
- ***Phone number***
- ***Physical business address***

2.2.6. ***Position;***

2.2.7. ***Employer;***

2.2.8. ***Department;***

2.2.9. ***Manager information;***

2.2.10. ***Organizational hierarchy or reporting structure;***

2.2.11. ***Mailing address;***

2.2.12. ***Business phone;***

2.2.13. ***Mobile phone;***

2.2.14. ***Employee number or personnel ID***

2.2.15. ***Computer name;***

2.2.16. ***Computer IP address;***

2.2.17. ***Computer MAC address;***

2.2.18. ***Computer access password or password hash;***

2.2.19. ***Group memberships, assigned roles and permissions;***

2.2.20. ***Authentication metadata (e.g., MFA method registration metadata, phone/email used for verification—not authentication factors themselves);***

2.2.21. ***Account lifecycle status (enabled, disabled, locked)***

2.2.22. ***Directory metadata (object ID, creation/modification timestamps, licensing or service plan assignments);***

2.2.23. ***Custom directory attributes or schema extensions;***

2.2.24. ***Profile photo (if provided)***

2.2.25. ***Professional life data;***

2.2.26. ***Connection data;***

2.2.27. ***Language, locale and time zone settings;***

2.2.28. ***Localization and technical data;***

The collection of device identifiers, network identifiers, system and security logs, alerts, and related technical records by ConnectWise is a result of the installation, configuration, and utilization of the Offering within the Licensee's environment and/or on Licensee's endpoints.

In addition, ConnectWise may Process, under the terms of the Agreement, Licensee Personal Data which the end-Licensee elects to host with or upload to the Licensee in connection with the Licensee's provision of Services to its end-Licensee.

2.3. Sensitive Data Transferred and Applied Safeguards. Identify any sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures: *When the Services were designed the possibility that these would be used to process special categories of personal data or data regarding criminal convictions and offences or personal numbers issued by the government was not taken into account.*

2.4. The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis). *Continuous.*

2.5. Nature of the processing. *ConnectWise will Process Licensee Personal Data as necessary to perform the Services pursuant to the Agreement, in accordance with Section 2.0 of this DPA, and as further instructed by Licensee in its use of the Services.*

2.6. Purpose(s) of the data transfer and further processing. *ConnectWise will Process Licensee Personal Data as necessary to perform the Services pursuant to the Agreement, in accordance with Section 2.0 of this DPA, and as further instructed by Licensee in its use of the Services.*

2.7. Retention. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period.

ConnectWise will retain Licensee Personal Data as necessary to perform the Services pursuant to the Agreement, in accordance with Section 8.0 of this DPA, and as further instructed by Licensee in its use of the Services.

2.8. Sub-processors. For transfers to (Sub-) processors, also specify subject matter, nature and duration of the processing. *ConnectWise will transfer to Sub-processors as necessary to perform the Services pursuant to the Agreement, in accordance with this DPA.*

3. Competent Supervisory Authority

Supervisory Authority. The competent supervisory authority is the Dutch Supervisory Authority (Autoriteit Persoonsgegevens).

ANNEX II

A. Technical and Organizational Measures

These technical and organizational measures set out in this Annex II describe how ConnectWise supports the security, privacy, and resilience of the processing of Licensee Personal Data in support of the Services under the Agreement.

1. Information Security and Privacy Management

ConnectWise maintains a risk-based information security and privacy management (ISPM) framework appropriate to the nature of the Services and the size and complexity of ConnectWise's business operations. The ISPM framework comprises administrative, organizational, technical, and physical measures designed to ensure the confidentiality, integrity, security, and availability of Licensee Personal Data.

Oversight of the ConnectWise ISPM framework is coordinated through a dedicated function under the responsibility of the Chief Information Security Officer (CISO), including governance, risk management, coordination, and executive-level oversight of security and privacy risk management activities.

The ConnectWise ISPM framework is established and maintained in accordance with the requirements of ISO/IEC 27001 and the privacy extension ISO/IEC 27701, and is supported by documented policies and procedures, defined roles and responsibilities, and management oversight. The framework is designed to enable the systematic implementation, operation, monitoring, and continuous improvement of information security and privacy controls, and to support ConnectWise's obligations as a processor under the Agreement and Applicable Data Protection Laws and Regulations.

Information security and privacy governance, and related policies, procedures and activities are periodically reviewed and can be adjusted accordingly to reflect changes in risk, business operations, and applicable legal and regulatory requirements. Such reviews consider the state of the art, changes in risk, and the effectiveness of the technical and organizational measures implemented to support the security of processing.

2. Personnel Security and Confidentiality Management

ConnectWise ensures that all personnel authorized to process Licensee Personal Data are subject to appropriate confidentiality obligations.

Processing of Licensee Personal Data by personnel is limited to what is necessary for the performance of their assigned role and responsibilities.

ConnectWise provides security and privacy awareness training to all personnel, appropriate to their role, to support compliance with ConnectWise policies, and any applicable information security and data protection requirements.

3. Access and Identity Management

ConnectWise restricts access to systems and environments used to process Licensee Personal Data to authorized personnel only. Access to such systems and environments requires the use of unique user credentials assigned to individual personnel.

Access rights are granted based on defined roles and responsibilities and are limited to what is necessary for personnel to perform their assigned duties. Access requires approval before it is granted and is reviewed and updated when roles or operational needs change. Where appropriate access is time-bound or limited in duration to support the principle of least privilege.

Access to systems processing Licensee Personal Data is removed or restricted without undue delay when no longer required, including in the event of role change or termination.

4. Network and System Security Management

ConnectWise networks, systems, and environments used to process Licensee Personal Data are protected against unauthorized access, interference, or compromise through appropriate network, system, and endpoint security controls, including malware protection where appropriate.

These controls support the secure operation of the Services, including their availability and resilience, and are designed to reduce the risk of accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of Licensee Personal Data.

5. Cryptographic Security Controls

Licensee Personal Data is protected against unauthorized access or disclosure through the use of cryptographic controls and pseudonymization.

Encryption is used to protect Licensee Personal Data when it is transmitted over networks and when it is stored within systems used to support the Services, using industry-standard cryptographic technologies and protocols, including but not limited to Advanced Encryption Standard (AES-256), Hypertext Transfer Protocol Secure (HTTPS), and Transport Layer Security (TLS).

6. Logging and Security Monitoring

ConnectWise maintains logging and monitoring for systems and environments used to process Licensee Personal Data, including the generation of log records of relevant system and access activity. Security logs are centrally monitored to support the detection, analysis, and response to security-related events affecting Licensee Personal Data.

Access to logs is restricted to specific authorized members of the security team in accordance with defined roles and responsibilities. Logs can be used to support security monitoring and the investigation of security-related events.

7. Incident Management and Security Response

ConnectWise maintains incident management procedures to assess, manage, and respond to incidents affecting Licensee Personal Data.

Security incidents are assessed by the security team, and response actions, including containment, mitigation, or remediation, are determined and carried out in accordance with ConnectWise policies and procedures in accordance with clause 7 of this DPA.

8. Change, Configuration, and Vulnerability Management

ConnectWise maintains change and configuration management procedures for systems, software development, and environments used to process Licensee Personal Data. Configuration management includes the application of secure configuration standards for systems and environments supporting the Services.

Vulnerability management is integrated with change and operational processes to identify and address security vulnerabilities affecting those systems.

9. Physical and Environmental Security Management

ConnectWise maintains physical and environmental security controls to restrict and manage physical access to facilities, locations, and infrastructure. Such controls include, but are not limited to, visitor management, physical access restrictions, and monitoring measures (such as CCTV) as appropriate to the nature of the facilities and infrastructure involved.

Where processing relies on third-party infrastructure, including cloud service providers, data center facilities or shared office environments, physical and environmental security is provided primarily through ConnectWise controlled measures, with building-level or environmental controls implemented by those providers in accordance with ConnectWise's supplier policies and procedures. ConnectWise requires such providers and sub-processors implement appropriate

technical and organizational security measures and to be subject to confidentiality obligations consistent with the protection of Licensee Personal Data.

10. Backup, Recovery, and Continuity Management

ConnectWise maintains backup and recovery measures designed to support the restoration of availability of, and access to, Licensee Personal Data in the event of a physical or technical incident. These measures are designed to support redundancy and resilience of systems and environments, and to enable timely restoration of access to Licensee Personal Data.

Continuity measures are in place to support the ongoing operation of the processing activities following disruptive events, taking into account the nature of the Services performed.

11. Security Testing

ConnectWise maintains testing and evaluation policies and procedures to assess the effectiveness of controls supporting the secure software development lifecycle and processing of Licensee Personal Data. As part of secure system and service design, ConnectWise assesses security risks and threats relevant to the processing of Licensee Personal Data in connection with its testing and evaluation activities. These activities include internal audit and review activities, automated security testing activities, and annual penetration testing, performed within defined scopes to assess the operation of relevant controls.

12. Assurance and Certification

ConnectWise carries out independent industry recognized, certification, verification, or assessment activities performed by qualified third parties to provide assurance regarding the effectiveness of ConnectWise's information security, privacy, and resilience policies, processes, and controls.

ANNEX III - List of Sub-Processors

1. Sub-Processors: Provide the list of sub-processors utilized.

   The list of Sub-Processors utilized by ConnectWise is published and available under the List of ConnectWise Sub-Processors section of the ConnectWise.com website.

SCHEDULE 1

Additional Terms for Restricted Transfers

1 Licensees Covered by Standard Contractual Clauses. The Standard Contractual Clauses and the additional terms specified within this Schedule 1, apply to (i) any Licensee which is subject to the Standard Contractual Clauses to the extent relevant under Applicable Data Protection Laws and Regulations (and shall therefore be taken to be a Restricted Transfer) and its Affiliates as applicable. For the purpose of the Standard Contractual Clauses and Schedule 1, of this DPA, the Licensee and its Affiliates shall be deemed "Data Exporters".

2 Certification of Deletion. The Parties agree that the certification of deletion of Licensee Personal Data that is described within Clause 16, Non-Compliance with the Clauses and Termination, Section (d) of the Standard Contractual Clauses shall be provided by ConnectWise to Licensee only upon Licensee's request (where Licensee is a Processor, such request shall reflect the instructions of its Controller)