

## GREATLAND DATA PROCESSING ADDENDUM

This Data Processing Addendum (the “**Addendum**”) forms a part of the End-User License and Services Agreement or other written or electronic agreement (“**Agreement**”) between Greatland Corporation, doing business as Greatland or Nelco Solutions (“**Greatland**”) and the person or entity executing the Agreement (“**Customer**”) with respect to Personal Data Greatland processes on behalf of Customer. By signing or otherwise executing the Agreement, Customer enters into this Addendum. Capitalized terms not defined herein have the meaning set forth in the Agreement.

### HOW THIS ADDENDUM APPLIES:

If the individual or entity wishing to enter into this Addendum is a party to the Agreement, this Addendum is an addendum to and forms part of the Agreement. If the individual or entity wishing to enter into this Addendum is not a party to an Agreement, this Addendum is not valid and is not legally binding.

This Addendum will be effective and replace any previously applicable data processing and security terms as of the date Customer accepts or otherwise agrees to this Addendum. These Addendum supplement the Agreement. This Addendum does not replace any comparable or additional rights relating to processing of Personal Data contained in the Agreement (including any existing data processing addendum to the Agreement).

### PERSONAL DATA PROCESSING TERMS:

#### 1. DEFINITIONS.

“**CCPA**” means California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 *et seq.*, and its implementing regulations, including as amended by the California Privacy Rights Act.

“**Data Laws**” means all state, federal and foreign laws and regulations related to the privacy or security of Personal Data, including the CCPA, GDPR, and MDSR applicable to Customer’s Personal Data.

“**GDPR**” means, as applicable, (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, together with applicable national implementations of GDPR; (ii) in respect of Switzerland, Swiss Federal Data Protection Act on 19 June 1992 and its Ordinance; or (iii) in respect of the United Kingdom, the United Kingdom’s adoption of GDPR and the Data Protection Act of 2018; in each case, as may be amended, superseded or replaced.

“**Europe**” means the European Union, the European Economic Area, Switzerland and the United Kingdom.

“**MDSR**” means Massachusetts Data Security Regulations (201 CMR 17.00 *et seq.*)

“**Personal Data**” means information provided or otherwise made available by or on behalf of Customer to Greatland in the course of Greatland’s performance under the Agreement that: (i) identifies or can be used to identify an individual; (ii) can be used to authenticate an individual; or (iii) as otherwise defined by Data Laws, including, as the case may be, “personal data,” as defined under GDPR, and “personal information,” as defined under the CCPA.

“**Standard Contractual Clauses**” means, as applicable, the clauses pursuant to (i) the European Commission’s decision (EU) 2021/915 4 June 2021 on Standard Contractual Clauses for the transfer of Personal Data to Processors established in Third Countries which do not ensure an adequate level of data protection; and/or (ii) the UK Information Commissioner’s Office’s issuance that came into force on 21 March 2022 or any set of clauses approved by the UK Information Commissioner’s Office that amends, replaces or supersedes the same.

**2. SCOPE.** This Addendum governs the processing by Greatland of Personal Data provided or otherwise made available by or on behalf of Customer for the purposes set forth in the Agreement. The subject matter and duration of the processing, nature and purpose of the processing, and types of Personal Data and categories of individuals regarding whose Personal Data is processed are set forth in the Agreement.

**3. CCPA-SPECIFIC PROVISIONS.** The following provisions shall only apply to the processing by Greatland of personal information subject to the CCPA that is provided or otherwise made available to Greatland by or on behalf of Customer pursuant to the Agreement. As used in this Section 3, the terms “business”, “business purpose”, “commercial purpose”, “contractor”, “personal information”, “processing”, “sell/selling/sale/sold”, “service provider”, and “share/shared/sharing” shall all have the same meaning as in the CCPA.

**a. Relationship of the Parties.** The parties agree that, for any personal information received by Greatland from or on behalf of Customer in connection with or as part of the performance of the Agreement, for the purposes of CCPA, Customer is the “business” and Greatland is the “service provider.”

**b. Restrictions on Use.** Greatland certifies that it is acting as a “service provider” in its performance under the Agreement and that it understands and will comply with the restrictions in the Agreement and this Addendum relating to personal information provided or made available by or on behalf of Customer. Notwithstanding the generality of the foregoing, in addition to the restrictions in the Agreement, Greatland agrees that it will not: (i) sell or share such personal information; (ii) retain, use or disclose such personal information for any purpose other than the business purpose of providing businesses with governmental agency wage, income, and information reporting form filing, reporting, and presentment services as further described in the Agreement (the “Purpose”), including retaining, using or disclosing such personal information for any commercial purpose other than the above Purpose or as otherwise permitted by the CCPA; (iii) retain, use, or disclose such personal information outside of the direct business relationship between Greatland and Customer specified in the Agreement for the above Purpose unless expressly permitted by the CCPA; or (iv) combine or update such personal information with personal information Greatland receives from or on behalf of another or that Greatland collects from its own interaction with a consumer; provided that Greatland may combine such personal information with other personal information to perform any permissible business purpose under the CCPA consistent with the Agreement and Customer’s expectations except for cross-context behavioral advertising or where such combination is with personal information of opted-out consumers for advertising and marketing services.

**c. Subcontractors.** Greatland may employ other service providers and contractors as subcontractors with respect to the processing of personal information if, and only if such subcontractor meets the requirements for a service provider or contractor under the CCPA; and (ii) Greatland enters into a contract with the subcontractor containing, in substance, the same applicable provisions, including with respect to processing and data retention requirements, as set forth in this Addendum. Upon Customer’s written request (email sufficient to greatland@greatland.com), Greatland shall provide Customer an up-to-date list of all subcontractors involved in the processing of Customer’s personal information.

**d. Compliance and Remediation.** Greatland shall comply with all applicable provisions of the CCPA with regard to personal information, including providing the same level of privacy protection as required of businesses with respect to such personal information. Greatland shall promptly notify Customer if Greatland makes a determination that it can no longer meet its obligations under the CCPA and this Addendum. Greatland hereby permits Customer to take reasonable and appropriate steps to stop and remediate Greatland’s unauthorized use of personal information by terminating the Agreement upon notice to Greatland.

**4. GDPR-SPECIFIC PROVISIONS.** The following provisions shall only apply to the processing by Greatland of personal data subject to the GDPR that is provided or otherwise made available to Greatland by or on behalf of Customer pursuant to the Agreement. As used in this Section 4, the terms “controller”, “data subjects”, “personal data”, “personal data breach”, “processing”, “processor”, and “supervisory authority” shall all have the same meaning as in the GDPR.

**a. Relationship of the Parties.** The parties agree that, for any personal data received by Greatland from or on behalf of Customer in connection with or as part of the performance of the Agreement, for the purposes of GDPR, Customer is the “controller” and Greatland is the “processor.”

**b. Instructions.** Greatland shall process personal data solely on behalf of and in accordance with Customer’s documented instructions for the processing of personal data as set out in the Agreement and this Addendum or as otherwise agreed by the parties in writing (“**Instructions**”) or as necessary to comply with applicable law. If Greatland determines that Customer’s Instructions infringe GDPR, Greatland shall notify Customer as soon as reasonably practicable, and Greatland shall not be required to comply with such infringing Instruction unless and until the matter has been resolved by agreement of the parties or a competent authority determines that Instruction to be lawful.

**c. Confidentiality.** Greatland shall ensure that any individuals involved in the processing of personal data have committed themselves to protect the confidentiality of the personal data.

**d. Security.** Taking into account industry standards, the costs of implementation, the nature, scope, context and purposes of the processing, and any risks for the rights and freedoms of data subjects, Greatland shall take appropriate

measures to ensure the security of personal data during processing in accordance with Article 32 of the GDPR, and shall use reasonable efforts to assist Customer, at Customer's expense, in meeting Customer's obligations with respect to the same.

**e. Sub-processors.** Customer grants to Greatland a general authorization to subcontract the processing of personal data other processors (each, a "sub-processor") provided that (i) Greatland has in place a written contract with such sub-processor(s) containing, in substance, obligations no less protective than those in this Addendum with respect to the protection of applicable personal data, including, where applicable, Standard Contractual Clauses. Upon Customer's written request (email sufficient to [greatland@greatland.com](mailto:greatland@greatland.com)), Greatland shall provide Customer an up-to-date list of all sub-processors involved in the processing of Customer's personal data. Customer has the right to object to any such sub-processors by notifying Greatland within fourteen (14) days after receipt of such list from Greatland. Greatland shall remain fully liable to Customer for a sub-processor's failure to fulfill its data protection obligations hereunder.

**f. Assistance with Compliance.** Greatland shall use reasonable efforts to assist Customer, at Customer's request and expense, in meeting Customer's obligations under GDPR in relation to notifying supervisory authorities of personal data breaches and communicating such personal data breaches to the affected data subjects. To the extent applicable in relation to Greatland's processing of personal data and within the scope of the services provided by Greatland to Customer, Greatland shall cooperate with and assist Customer with any data protection impact assessment which Customer is required by GDPR to carry out in relation to the processing of personal data to be undertaken by Greatland. Greatland will provide assistance to Customer at Customer's request as reasonably necessary for Customer to meet its obligations to the relevant supervisory authority in connection with the processing of personal data hereunder, including any necessary prior consultations with such supervisory authority.

**g. Transfers.** Greatland shall not transfer personal data outside the country to which Customer originally delivered it to Greatland for processing (or, if it was originally delivered to a location inside of Europe, outside of Europe) without Customer's documented consent. With Customer's documented consent, Greatland may transfer personal data provided that Greatland shall ensure that a mechanism to achieve adequacy in respect of that processing is in place such as: (a) the requirement for Greatland and any sub-processor to execute with Customer or Greatland, as the case may be, the applicable Standard Contractual Clauses; or (b) the existence of any other specifically approved safeguard for data transfers (as recognized under GDPR) and/or a European Commission finding of adequacy. If Customer wishes to separately execute Standard Contractual Clauses, Customer must contact Greatland at [greatland@greatland.com](mailto:greatland@greatland.com).

**5. DATA SECURITY CONTROLS.** Greatland has implemented security measures which are designed to protect against unauthorized or unlawful processing of, accidental loss, destruction, or damage of information such as Personal Data. Such safeguards meet the minimum requirements set forth in the MDSR. In particular, Greatland has in place technical and organizational safeguards intended to: (i) maintain the security and confidentiality of Personal Data; (ii) protect against anticipated threats to the security and integrity of Personal Data; and (iii) protect against unauthorized access to or use of Personal Data. Greatland's current controls are set forth at <https://www.greatland.com/Info-Sec-Controls> ("Security Controls"). Greatland may change the Security Controls through the adoption of new or enhanced security technologies, and Customer authorizes Greatland to make such changes provided that they do not diminish the level of protection of Personal Data in Greatland's possession, custody, or control.

**6. INFORMATION AND AUDITS.** To the extent required by Data Laws, Greatland grants to Customer the right to take reasonable and appropriate steps to ensure that Greatland's use of Personal Data is consistent with, and Greatland shall provide Customer with all relevant information reasonably necessary to demonstrate compliance with, Greatland's obligations under this Addendum and Data Laws as follows:

**a. Third Party Audits.** Greatland has obtained third-party certifications and audits as further detailed in its Security Controls ("Third Party Audits"). Where required by Data Law, Greatland shall make available to Customer information regarding Greatland's compliance with its obligations under this Addendum and Data Laws in the form of a summary of the results Greatland's most recent Third Party Audits ("Report") upon Customer's request at reasonable intervals. The provision of such Report shall be subject to the execution of a confidentiality agreement acceptable to Greatland, and Customer may share such Report with Customer's supervisory authority to the extent required by Data Law.

**b. Customer Audit.** Customer or its independent third party auditor reasonably acceptable to Greatland (which shall not include any third party auditors who are competitors of Greatland) may audit Greatland's systems and

security practices relevant to Personal Data processed by Greatland only if Greatland has not provided sufficient evidence under applicable Data Law of its compliance through its provision of its current Report as described in Section 6(a), and (i) an audit is formally requested by Customer's data protection authority or similar governing body; or (ii) such audit is required to be undertaken under applicable Data Law conferring Customer a direct audit right and provided that Customer shall only audit once in any 12 month period unless Data Law requires more frequent audits. Customer shall provide at least 60 days' advance notice of any audit unless Data Law or Customer's data protection authority or similar governing body requires shorter notice. The frequency and scope of any audits shall be mutually agreed between the parties acting reasonably and in good faith. Customer audits shall be limited in time to a maximum of two business days. The parties will use the current Report to avoid or minimize repetitive audits. Greatland may reasonably limit the scope of the audit to protect the confidentiality of information that Greatland processes on behalf of others, and may require Customer and/or its auditors to execute a confidentiality agreement acceptable to Greatland prior to such audit. Greatland shall immediately inform Customer if, in Greatland's opinion, an instruction under this Section 6(b) infringes applicable Data Law. Customer shall bear the costs of any audit pursuant to this Section 6(b). In the event Greatland fails to satisfy Customer's requirements under this Section, Customer may terminate the Agreement upon notice to Greatland.

**c. Additional Audits.** Any other controller whose Personal Data is processed by Greatland on the basis of the Agreement with Customer may assume Customer's rights and obligations under Section 6(b) only if such audit is (i) required by applicable Data Law or competent data protection authority; and (ii) permitted and coordinated by Customer. Customer shall use all reasonable means to combine audits of multiple other controllers to avoid multiple audits unless the audit must be undertaken by the other controller itself under applicable Data Law.

**7. DATA BREACH NOTIFICATION.** Greatland shall notify Customer without undue delay after becoming aware of any accidental or unauthorized destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed by Greatland.

**8. RESPONDING TO REQUESTS.** Greatland shall cooperate with Customer in responding to and complying with data subject requests regarding Personal Data made pursuant to Data Laws. Specifically, unless prohibited by applicable law, Greatland shall, as soon as reasonably practicable, forward to Customer all requests or notifications received from any data subject regarding such data subject's Personal Data. Greatland shall not respond to any data subject request unless instructed to do so in writing by Customer or otherwise required by law. If Customer requests, Greatland shall reasonably assist Customer, by appropriate technical and organizational measures and at Customer's expense, in Customer's fulfillment of its obligation to respond to requests of data subjects to exercise their rights under applicable law, including providing access to their Personal Data.

**9. DELETION OF PERSONAL INFORMATION.** Upon expiration or termination of the Agreement and at Customer's request, Greatland shall delete or return all Personal Data to Customer and will delete any existing copies of Personal Data in its possession or control, unless otherwise required by applicable law.

**10. LIABILITY.** Any claims arising from or in any way related to this Addendum or Greatland's processing of Personal Data hereunder, including the Standard Contractual Clauses, shall be subject to any limitation of liability, dispute resolution requirements, and other limitations set forth in the Agreement.

**11. ORDER OF PRECEDENCE.** In the event of a conflict between the terms of this Addendum and the Agreement, the Addendum shall prevail with respect to the subject matter set forth herein.

**12. LEGAL EFFECT.** This Addendum shall only become legally binding between Greatland and Customer when the formalities set out in the Section "How this Addendum Applies" above have been fully completed.

Last Reviewed: July 1, 2023