CYDEF Data Processing Agreement

This CYDEF Data Processing Agreement ("**DPA**") forms part of and is subject to the Agreement between CYDEF Inc. ("**Service Provider**") and the End Customer.

All capitalized terms not defined in this DPA shall have the meaning set forth in the Agreement or any document incorporated by reference therein. In the event of a conflict between any of the provisions of this DPA and the provisions of the Agreement, the provisions of this DPA shall prevail.

1. Definitions

"**Data Protection Laws**" means all laws, rules, regulations, and orders of any jurisdiction or subdivision thereof relating to the privacy, security, confidentiality, and/or integrity of Personal Data that are applicable to the operations, services or products of Service Provider and Customer, including the *Personal Information Protection and Electronic Documents Act* (Canada).

"**Data Security Breach**" means the loss of unauthorized access to, or unauthorized disclosure of Personal Data resulting from a breach of Service Provider's security safeguards and measures.

"**Data Subject**" means an identified or identifiable person whose Personal Data is processed, accessed, received, transmitted, deleted, or maintained by Service Provider on behalf of and under the instruction of Customer. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to their physical, physiological, mental, economic, cultural, or social identity.

"**Personal Data**" has the meaning ascribed to it in our Privacy Policy as it relates to Customer and information provided by Customer to Service Provider.

"**Privacy Policy**" means the Service Provider's Privacy Policy as amended from time to time.

"**Process**" means any handling of Personal Data by any means, including, without limitation, accessing, receiving, using, transferring, retrieving, manipulating, recording, organizing, storing, maintaining, hosting, adapting, altering, possessing, sharing, disclosing (by transmission, dissemination or otherwise making available), blocking, erasing, destroying, selling, or licensing (also "**Processed**" and "**Processing**").

"**Sub-processor**" means any processor engaged by Service Provider to assist in fulfilling its obligations with respect to providing the Service pursuant to the Agreement or this DPA. Sub-Processors may include third party service providers, including those listed in the Privacy Policy.

2. Survival & Scope

2.1 This DPA is made a part of the Agreement and is incorporated therein by reference. This DPA shall survive the expiration or termination of the Agreement for as long as Personal Data is being processed by Service Provider.

2.2 This DPA applies to the collection, retention, use, and disclosure of Personal Data by Service Provider to provide to Customer the CYDEF Products and Services pursuant to the Agreement. Customer's processing of Personal Data for its own purposes are outside the scope of this DPA.

2.3 Processing of Personal Data outside the scope of this DPA or the Agreement will require prior written agreement between the Customer and the Service Provider on additional instructions for Processing.

3. Technical and Organizational Measures

3.1 Service Provider shall Process Personal Data solely for the purposes specified in the Agreement and otherwise as instructed by Customer. All persons who have access to Personal Data must maintain its confidentiality and limit the use of Personal Data to such purposes. Access to Personal Data shall be permitted on a need-to-know basis to the extent required for the performance of Service Provider's obligations. Service Provider shall ensure that all persons who have access to Personal Data have received appropriate privacy and security training, which shall be updated periodically in accordance with Data Protection Laws, or as otherwise requested by Customer. Service Provider shall not use or disclose any Personal Data that Service Provider creates, receives, maintains, or transmits as a result of performance of Service Provider's obligations, other than as expressly permitted or required by the Agreement.

3.2 Service Provider shall establish and maintain appropriate security measures and practices to assist in: (i) maintaining the security and confidentiality of personal data; (ii) safeguarding against anticipated threats to the confidentiality, integrity, and availability of Personal Data; and (iii) protecting Personal Data against accidental or unlawful destruction, loss, alteration, and unauthorized disclosure or access. These technical and organizational measures are subject to technical advancements and development. It is permissible for Service Provider to implement alternative adequate measures so long as the minimum level of security is not reduced.

3.3 Throughout the term of this DPA, Service Provider will maintain and monitor a comprehensive, written privacy and information security program, including data protection policies and procedures, consistent with any privacy compliance plan established between the parties that contains administrative, technical, and physical safeguards designed to protect against reasonably anticipated threats to the security, confidentiality, or integrity of, and the unauthorized Processing of, Personal Data. Service Provider shall periodically assess reasonably foreseeable risks to the security, confidentiality, integrity, and resilience of electronic, paper and other records containing Personal Data and evaluate and improve, where necessary, the effectiveness of its safeguards for limiting those internal and external risks.

4. Rectification, Restriction, and Erasure of Personal Data

4.1 The handling of Personal Data by Service Provider is subject to the express instructions of Customer. Service Provider shall not rectify, erase, or restrict the Processing of Personal Data that is being Processed on behalf of Customer, except by written instructions from Customer. Service Provider will notify Customer promptly (and in any event within two (2) days from receipt) of any communication received from a Data Subject relating to the Data Subject's rights to access, modify, or correct Personal Data and to comply with all instructions of Customer in responding to such communications.

4.2 Except as otherwise provided in the Agreement, Service Provider shall ensure that the Data Subject's right to erasure, rectification, data portability, and access is respected by Service Provider in accordance with documented instructions from Customer without undue delay.

5. Other Duties of Service Provider

5.1 Service Provider shall provide Customer with the contact details of Service Provider's data protection/privacy officer for the purposes of direct contact. Customer shall be informed within twenty-four (24) hours of any change of the data protection/privacy officer.

5.2 Service Provider shall, as soon as is practicable, notify Customer in writing of any request made by any government, law enforcement or regulatory agency for information concerning, or access to, Personal Data, unless notification to Customer is prohibited by Data Protection Laws or orders. Service Provider shall cooperate with Customer in responding to such requests.

5.3 Customer shall be informed immediately of any inspections and measures conducted by any supervisory authority, provided that such inspection is related to the Processing of Personal Data. This also applies to situations in which Service Provider is under investigation or is party to an investigation by a competent authority in connection with infringements to any civil or criminal law, or administrative rule or regulation regarding the processing of Personal Data in connection with the Agreement.

6. Service Provider Subcontractors

6.1 Service Provider acknowledges and agrees that, without limitation, the confidentiality, privacy and security requirements contained in this DPA also apply to any permitted Service Provider Subcontractors, temporary employees or other third parties who receive any Personal Data as a result of the Agreement. Service Provider shall only enter into sub-contract agreements that include data protection provisions no less restrictive than the provisions set forth in this DPA. Upon written request by Customer, copies of such sub-contracts shall be provided to Customer within seven (7) business days. Customer will be granted (a) the right to monitor and inspect the Service Provider Subcontractors upon reasonable notice; and (b) the right to obtain information from Service Provider about the substance of the sub-contract and the implementation of the data protection obligations within the sub-contract relationship, upon written request.

7. Data Security Breach

7.1 At any time during the Processing of Personal Data, Service Provider shall notify Customer as soon as is practicable of any Data Security Breach involving Personal Data, including any breach of facilities, systems or equipment of Service Provider Subcontractors, provided that it is reasonable for Service Provider to believe that such Data Security Breach creates a **real risk of significant harm** to the Data Subject. Service Provider agrees to assist and cooperate with Customer concerning any disclosures to affected parties, government, or regulatory agencies, and with any other remedial measures requested by Customer or required under any applicable law. Service Provider shall take such mutually agreeable steps to prevent the continuation or repetition of such Data Security Breach.

7.2 Unless otherwise required by applicable Data Protection Laws or order, Service Provider shall make no disclosures to affected parties or any government, law enforcement or regulatory agencies concerning a Data Security Breach relating to the Personal Data except as directed by Customer. Notwithstanding the foregoing, Service Provider may contact local police in the event of a physical breach of Service Provider's facilities or theft of equipment or documents.

7.3 In the event of a Data Security Breach involving Service Provider's Processing of Personal Data, Service Provider shall assist and cooperate with Customer concerning any disclosures to such parties or agencies, and with any other remedial measures requested by Customer or required under any Data Protection Laws or orders to Service Provider or Customer, at Service Provider's expense, including providing notice to Data Subjects of a Data Security Breach.

8. Deletion and Return of Personal Data

8.1 Copies or duplicates of Personal Data will never be created by Service Provider without the knowledge of Customer, with the exception of back-up copies as far as they are necessary to ensure orderly data processing, as well as Personal Data required to meet regulatory or other legal requirements to retain data.

8.2 Except as provided by Data Protection Laws, upon termination or expiration of the Agreement, or as requested in writing by Customer at any time, Service Provider will, at its own expense and at Customer's option: (a) promptly return all Personal Data; or (b) destroy all Data, documents, materials, and any other media that may contain Personal Data, without retaining any portion or copy thereof. Service Provider will provide Customer with a Certificate of Destruction of Personal Data in a form acceptable to Customer, signed by an authorized employee of Service Provider who supervised such destruction.

9. United States Residents

9.1 Customer discloses Personal Data to Service Provider solely for a valid business purpose and for Service Provider to perform services contemplated in the Agreement.

9.2 Service Provider is prohibited from (i) selling Personal Data; (ii) retaining, using, or disclosing Personal Data for a commercial purpose other than providing access to CYDEF and Supporting Software; and (iii) retaining, using, or disclosing the Personal Data outside of purposes set out in the Agreement between Service Provider and Customer.

9.3 Service Provider certifies that they understand and shall comply with the restrictions set out in section 9 above.

10. Warranty & Indemnity

10.1 Customer is responsible for ensuring that all Data Subjects have given or will give all necessary consents for the lawful Processing of Personal Data by Service Provider in accordance with the Agreement and Data Protection Laws. Customer warrants and represents that: (a) it has provided all applicable notices to Data Subjects required for the lawful Processing of Personal Data by the Service Provider in accordance with the Agreement or Data Protection Laws, or in respect of any Personal Data collected or received by Service Provider on behalf of the Customer; and (b) Customer has reviewed and confirmed the notices provided by the Service Provider to Data Subjects as accurate and sufficient for the lawful Processing of Personal Data by the Service Provider in accordance with the Agreement and Data Protection Laws.

10.2 Customer agrees to indemnify Service Provider and its officers, directors, employees, agents, affiliates, successors and permitted assigns (each an "Indemnified Party", and collectively the "Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees and court fees, that are incurred by the Indemnified Parties (collectively, "Losses") arising out of (i) any third party claim brought against the Service Provider relating to or arising out of any instructions given by the Customer to the Service Provider under the Agreement and this DPA; (ii) any failure to obtain the consents from clients whose Personal Data Customer has provided to Service Provider under the Agreement and this DPA; and (iii) any breach by the Customer of the warranty in this Section 10 or any other breach by the Customer of any Data Protection Laws.

11. General Terms

11.1 The parties to this DPA hereby submit to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims arising under this DPA, including disputes regarding its existence, validity, or termination or the consequences of it being declared null and void.

11.2 Each party's liability and remedies under this DPA are subject to the aggregate liability limitations and damages exclusions set forth in the Agreement. The parties acknowledge and agree that any claims in connection with Data Protection Laws under this DPA will be brought by Customer, whether acting for itself or on behalf of an affiliate, if any.

11.3 Any notice provided by Customer to Service Provider under this DPA shall be to Service Provider's privacy officer set out in the Privacy Policy. Customer shall provide contact information of an employee of Customer to act as Service Provider's contact for notices under this DPA.