

Addendum between Data Controller and Data Processor

(EU Data Protection)

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The following constitutes additions and variations to the terms in place between:

1. [Customer Name] (the “Data Controller”); and
2. Enera International AB, Mölndals bro 7, 431 30 Mölndal, Sweden (the “Data Processor”),

in relation to the RapidReach emergency notification service provided to the Data Controller by Enera Inc. (the “Supplier”).

To the extent there is any inconsistency between this Addendum and the Agreement, the terms of this Addendum shall prevail where the subject matter is the same.

S1 Definitions

“Data Controller” means the customer using RapidReach and determining the purposes for which Personal Data is processed.

“Data Processor” means Enera International AB.

“Applicable Data Protection Laws” means all applicable United States federal and state privacy and data protection laws and regulations that apply to the processing of Personal Data under the Agreement.

“Personal Data” means information relating to an identified or identifiable individual that is protected as personal data, personal information or similar under Applicable Data Protection Laws, including basic contact details used for the delivery of notifications.

S2 Status of the parties and processing arrangement

2.1 The parties acknowledge that Enera Inc. is the contracting supplier of the RapidReach service and that Enera International AB operates the RapidReach platform and processes Personal Data on Enera Inc.’s behalf, including through the use of data centres located in the United States.

2.2 The Data Processor acts solely as a processor or service provider (as applicable) and not as a controller or business in respect of Personal Data processed under the Agreement.

2.3 Enera Inc remains responsible to the Data Controller, in accordance with the Agreement, for the provision of the RapidReach service. Nothing in this Addendum shall be construed as creating joint liability or a guarantee by Enera Inc in respect of the Data Processor beyond the obligations expressly set out in the Agreement and this Addendum.

S3 Data Processor’s obligations

In respect of any Personal Data received from the Data Controller in the performance of the Services, the Data Processor shall:

- a) process Personal Data solely for the purpose of providing the RapidReach emergency notification service and in accordance with the Data Controller’s documented instructions;
- b) not retain, use or disclose Personal Data for any purpose other than providing the Services, except as permitted by Applicable Data Protection Laws;

- c) not sell, share, or otherwise make available Personal Data to any third party for their own purposes;
- d) ensure that individuals authorised to process Personal Data are subject to appropriate confidentiality obligations;
- e) implement reasonable technical and organisational measures to protect Personal Data against unauthorised access, disclosure or misuse; and
- f) notify the Data Controller without undue delay of any security incident involving Personal Data, to the extent required by Applicable Data Protection Laws.

S4 Data Controller's obligations

The Data Controller shall comply with its obligations under Applicable Data Protection Laws and shall ensure that its instructions for the processing of Personal Data are lawful.

S5 Governmental requests

The Data Processor shall notify the Data Controller promptly of any legally binding request for disclosure of Personal Data by a competent authority, unless prohibited by law, and shall provide reasonable assistance in responding to such request.

S6 Security

The Data Processor shall maintain reasonable administrative, technical and physical safeguards appropriate to the nature of the Personal Data and the risks associated with the processing.

S7 Sub-processing

The Data Processor may use group companies and third-party sub-processors in connection with the provision of the Services, provided that such sub-processors are subject to written obligations no less protective than those set out in this Addendum.

S8 Data location

Personal Data is primarily processed and stored in the United States as part of the normal operation of the Services. Limited processing may occur in other jurisdictions in which approved sub-processors operate, in each case in accordance with Applicable Data Protection Laws and this Addendum.

S9 Termination of contract

Upon expiry or termination of the Agreement, or upon written request from the Data Controller, the Data Processor shall delete or return Personal Data in its possession within a reasonable period, unless retention is required by applicable law, in which case the Data Processor shall continue to protect such Personal Data.

Schedule 1 – Details of Processing

Subject matter of the processing

Provision of the RapidReach emergency notification and incident management services.

Duration of the processing

For the duration of the Agreement and any lawful retention period.

Nature and purpose of the processing

Operation, support and maintenance of the RapidReach platform, including the sending of alerts, messages and calls and the management of user accounts and system configuration.

Types of Personal Data

Name; email address; telephone number (usually including mobile); and associated contact details used to send messages via the RapidReach system.

Categories of data subjects

Individuals whose contact details are uploaded by or on behalf of the Data Controller for the purpose of sending notifications.

AGREED by the parties through their authorised signatories:

For and on behalf of **CUSTOMER NAME**

For and on behalf of **Enera International AB**

Name:

Name:

Job

Job Title:

Title:

Email Address:

Email Address:

Telephone Number:

Telephone Number: