

**BRADY – POWERDESK
DATA PROCESSING ADDENDUM
V1.0**

This Data Processing Addendum ("DPA") is an addendum to the Agreement between Brady and the Customer, which describes the parties' respective roles for the processing and control of the Personal Data that the Customer provides to Brady as part of the Subscription Service. Any capitalised term not defined herein shall have the meaning ascribed to it in the Agreement. This DPA will terminate automatically with the termination or expiration of the Agreement. Nothing in this DPA shall affect the application of the governing law and jurisdiction under the Agreement, which applies to all claims brought under the Agreement and this DPA.

1. DEFINITIONS

"**Affiliate**" means any legal entity that a party controls, that controls a party, or that is under its common control. For the purposes of this definition, "control" means more than 50% interest in an entity.

"**Agreement**" means the agreement between Brady and the Client for the provision of Subscription Service.

"**Brady**" means Brady legal entity identified in the relevant Order Form and/or SOW.

"**Brady Group**" means Brady Technologies Limited and its Affiliates.

"**Customer**" means the customer legal entity identified in the relevant Order Form and/or SOW.

"**Data Protection Legislation**" shall mean the General Data Protection Regulation (EU) 2016/679 ("GDPR"), and the Privacy and Electronic Communications (EC Directive) Regulations and any other laws relating to the protection of personal data and privacy of individuals plus any guidance or codes of practice issued by the Information Commissioner from time to time (all as amended, updated or re-enacted from time to time).

"**Data Subjects**" shall mean an identified or identifiable natural person, see article 4(1) of the GDPR.

"**Personal Data**" means any information relating to an identified or identifiable natural person, see article 4(1) of the GDPR. For the purposes of this DPA, it is limited to any Personal Data provided by Customer to Brady under the Agreement.

"**Processing**" means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, see article 4(2) of the GDPR.

"**Standard Contractual Clauses**" means the standard contractual clauses for data transfers from controllers in the European Economic Area to processors established outside the European Economic Area, issued by the European Commission in affect as at the date of this DPA, as provided in https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en.

"**Third Country**" means any country without a system ensuring adequate protection within the meaning of article 45 of the GDPR.

2. SCOPE OF THE DPA

2.1. With respect to any Personal Data provided by the Customer to Brady as part of the Agreement, Brady acts as the Processor and the Customer acts as the Controller.

3. PROCESSING OF PERSONAL DATA

3.1. To the extent that Brady is as a Processor acting on behalf of the Customer, for the purposes of the Agreement:

(i) the type of Personal Data and categories of Data Subjects are: User's first, last names, email address, phone numbers; and

(ii) the nature/purpose of the Processing is to enable Brady to grant the Subscription Service and to carry out related maintenance, support or professional services (which form the subject matter of the Processing) and the duration of the Processing shall be the term of the Agreement.

3.2. Brady shall comply with its obligations under the Data Protection Legislation and shall, in particular:

(i) process the Personal Data only to the extent necessary for the purposes specified herein, and in accordance with the Customer's written instructions where applicable;

(ii) implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing;

(iii) process any Personal Data in a Third Country through another Brady Group entity or subcontractors only subject to the terms of Standard Contractual Clauses;

(iv) ensure that any employees or other persons authorised to Process the Personal Data are subject to appropriate obligations of confidentiality;

(v) not engage any third party to carry out its Processing obligations under this agreement without obtaining the Customer's prior written consent, and for the purposes of this sub-section (v), the parties agree that the Licensor may engage its hosting partner to carry out its Processing obligations in accordance with the Agreement and a Brady Group entity may also carry out Processing obligations in accordance with sub-section (ii) above;

(vi) notify the Customer as soon as reasonably practicable, about any request or complaint received from Data Subjects without responding to that request (unless authorised to do so by the Customer or as per applicable law) and assist the Customer by technical and organisational measures, insofar as reasonably possible, for the fulfilment of the Customer's obligations in respect of such requests and complaints;

(vii) on request by the Customer, and taking into account the nature of the Processing and the information available to Brady, assist the Customer in ensuring compliance with its obligations under the GDPR (where applicable) with respect to: (a) implementing appropriate technical and organisational measures in accordance with article 32 of GDPR; (b) where relevant, notifying Personal Data breaches to the Information Commissioner's Office (or any replacement body) and/or communicating such breaches to the Data Subject in accordance with articles 33 and 34 of GDPR; and (c) where necessary, carrying out and/or reviewing and, if applicable, consulting with the Information Commissioner's Office (or any replacement body) with respect to data protection impact assessments in accordance with articles 35 and 36 of GDPR;

(viii) on request by the Customer, make available all information necessary to demonstrate Brady's compliance with this paragraph 3; and

(ix) on termination or expiry of the Agreement, destroy or return (as the Customer directs) all Personal Data and delete all existing copies of such Personal Data, except as required by applicable law.

4. CUSTOMER OBLIGATIONS

4.1. The Customer confirms that it has the necessary authority (where required) from all relevant Data Subjects for Brady to use and process such Personal Data in accordance with the Agreement. The Customer shall comply with all applicable Data Protection Legislation, including:

(i) providing all required notices and appropriate disclosures to all

Data Subjects regarding the Customer's, Brady's, and any third parties acting on the Customer's behalf, collection, use, Processing and transfer of Personal Data; (ii) obtaining all necessary rights and enforceable consents from the Data Subjects to permit Processing by Brady of Personal Data for the purposes of fulfilling Brady's obligations, or as otherwise permitted, under the Agreement, and (iii) obtaining express consents from Data Subjects and complying with all applicable Data Protection Legislation, including article 9 of GDPR if the Customer collects or transfers any special categories of personal data. The Customer acknowledges that Brady's Subscription Services are not designed to collect or process any special categories of personal data.

5. INTERNATIONAL TRANSFER OF DATA

5.1. Brady shall not transfer any Personal Data or carry out any Processing activities with respect to Personal Data in any non-EEA country, other than the United Kingdom and the United States where Brady has service centre operations, without the prior written authorization of the Customer (which shall not be unreasonably withheld or delayed). Brady agrees to inform the Customer of any legal requirement applicable according to which Brady is required to transfer any Personal Data outside of such previously approved countries unless that law prohibits such information on important grounds of public interest. The Customer may authorize Brady to transfer the Personal Data outside of the United States, the United Kingdom, and such previously approved countries solely for the purpose of providing the services to Customer under an Agreement and on the condition that Brady provides appropriate or suitable safeguards for the transfer of such Personal Data in accordance with the applicable law.

5.2. With regard to transfers of any Personal Data to Third Country, Brady will ensure adequate protection for such Personal Data through the approved EU Standard Contractual Clauses. In the event that EU authorities or courts determine that the Standard Contractual Clauses no longer constitute an appropriate basis for transfers, Brady and Customer shall promptly take all steps reasonably necessary to demonstrate adequate protection for such Personal Data using another approved mechanism. Brady understands and agrees that Customer may terminate such further transfers as needed to comply with the Data Protection Legislation.

6. SUB-PROCESSOR

6.1. The Customer agrees that Brady may engage third party sub-processors (collectively, "Sub-processors"), as well as Brady Group entities, to process the Personal Data on Brady's behalf. Brady's current Sub-Processors are listed herein and will be updated from time to time. Brady will make reasonable efforts to notify the Customer with any material changes to its Sub-processors, thereby giving the Customer the opportunity to raise any reasonable objection to such changes. If Customer can reasonably show that the appointment of a new Sub-processor will have a material adverse effect on Brady's ability to comply with applicable Data Protection Legislation, then Company must promptly notify Brady in writing within fifteen (15) business days thereafter of its reasonable basis for objection to the use of a new Sub-processor.

6.2. Upon receipt of the Customer's written objection, the Customer and Brady will work together without unreasonable delay to recommend an alternative arrangement. If the following conditions apply, a) a mutually acceptable and reasonable alternative arrangement is not found; b) the Customer has a termination right under applicable Data Protection Legislation, and c) the Customer has provided prompt written notice under this Section, then the Customer may terminate the Agreement only with respect to those services that cannot be provided by Brady without the use of the new Sub-processor. Unless prohibited by applicable Data Protection Legislation, in the event of such early termination by the Customer, Brady can retain or require payment for services through the end of the Customer's current contract term of the Agreement for the terminated services.

6.3. Brady shall impose similar data protection terms on such Sub-processors and shall remain liable for any breach of the DPA caused

by a Sub-processor to the extent such breach is caused due to any negligent acts or omissions of Brady.

Sub-processors	Scope
Microsoft Corporation	Hosting services provider

7. AUDIT

7.1. Upon written request and subject to reasonable prior notice (not less than thirty days), Brady shall make available to the Customer all information reasonably necessary to demonstrate compliance with the obligations set forth in this DPA and to allow for and contribute to reasonable audits of its Processing facilities, including inspections, conducted by Customer, another independent auditor mandated by Customer, or by a supervisory authority. Brady agrees that supervisory authorities have the right to conduct an audit of Brady's Processing facilities in the same scope and subject to the same conditions as the supervisory authority would apply to an audit of a Controller under applicable Data Protection Legislations. Brady shall promptly inform the Customer about the existence of legislation applicable to it or any approved Sub-Processor preventing the conduct of an audit pursuant to this paragraph. In such case, the Customer shall be entitled to suspend the transfer of any Personal Data.