

## Data Processing Addendum (DPA)

### About This Data Processing Addendum

This Data Processing Addendum is designed to clearly and accurately reflect how EchoSpan processes and protects customer data within its platform.

EchoSpan provides a standardized, multi-tenant SaaS service used by a broad range of customers. As such, this Addendum is structured to define consistent data protection obligations across all customers while remaining aligned with how the service is actually delivered and operated.

This Addendum is intentionally concise and focused on core data protection principles, including purpose limitation, confidentiality, security, and responsible data handling. It is designed to meet applicable data protection requirements, including GDPR and CCPA/CPRA, without introducing unnecessary complexity or obligations that do not reflect the nature of the service.

Additional details regarding EchoSpan’s technical, organizational, and operational controls are provided in the EchoSpan [Customer Data and Controls Overview](#) and related [Trust Center](#) materials. These documents are intended to support customer due diligence and provide transparency into how EchoSpan implements the commitments described in this Addendum.

EchoSpan is committed to protecting customer data and to maintaining a clear, consistent, and operationally sound data protection framework across its platform.

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This Data Processing Addendum (“Addendum”) forms part of the agreement between EchoSpan (“Processor”) and the customer (“Controller”) governing the processing of personal data.

### 1. Definitions

Terms such as ‘Personal Data,’ ‘Processing,’ ‘Controller,’ and ‘Processor’ shall have the meanings set forth under applicable data protection laws, including, where applicable, the GDPR, CCPA/CPRA, and other similar data protection laws.

### 2. Scope and Roles

Processor shall process Personal Data only on behalf of and in accordance with Controller’s documented instructions, as necessary to provide the services.

Under CCPA/CPRA, Processor acts as a “Service Provider” and agrees not to sell or share Personal Data and to process such data only for permitted business purposes.

Controller is responsible for determining the purposes and means of processing Personal Data and for ensuring that it has all necessary rights and consents to provide such data to Processor.

This Addendum does not apply to free trial, demonstration, or evaluation use of the services.

### 3. Data Processing Obligations

Processor shall:

- Process Personal Data only for the purposes defined in the agreement
- Ensure personnel are subject to confidentiality obligations
- Implement appropriate technical and organizational safeguards
- Not process Personal Data for its own purposes

Processor shall, taking into account the nature of the processing and information available, provide reasonable assistance to Controller in connection with data protection impact assessments and consultations with supervisory authorities, where required under applicable law.

### 4. Security Measures

Processor has implemented and will maintain appropriate technical and organizational measures, taking into account the state of the art, costs of implementation, and the nature, scope, context, and risks of processing, to protect the confidentiality, integrity, and availability of Personal Data.

Such measures are implemented in a commercially reasonable manner consistent with the nature of the services.

These measures include:

- Encryption of data in transit and at rest
- Access controls and authentication mechanisms
- Network and system monitoring
- Secure development and deployment practices

Processor's infrastructure is hosted on reputable cloud providers, including Microsoft Azure, which maintain independent security certifications.

Controller acknowledges that the effectiveness of certain security measures depends in part on Controller's use and configuration of the services.

Processor may update or modify its security measures from time to time, provided that such changes do not materially reduce the overall level of security.

Additional information regarding Processor's security, privacy, and data handling practices is available in EchoSpan's Customer Data and Controls Overview and related Trust Center materials.

### 5. Subprocessors

Controller authorizes Processor to engage subprocessors to support service delivery, including cloud hosting providers, AI service providers, and support platforms.

Processor shall ensure subprocessors are bound by written agreements that impose data protection obligations no less protective than those set forth in this Addendum. A list of subprocessors is available upon request or can be found in the EchoSpan Trust Center.

Processor may update its subprocessors from time to time. Processor will provide notice of any material changes to subprocessors through its Trust Center or by other reasonable means. Controller may object to such changes on reasonable data protection grounds, in which case the parties will work in good faith to address the concern. If the concern cannot be resolved, Controller may terminate the affected services.

Where applicable, certain optional features involving specific subprocessors may be enabled or disabled by the Controller through platform configuration.

## **6. International Data Transfers**

Where Personal Data is transferred outside of its originating jurisdiction, such transfers shall be conducted in accordance with applicable data protection laws.

Where required, the parties shall implement appropriate safeguards, including Standard Contractual Clauses or other lawful transfer mechanisms. The parties agree to execute such mechanisms as necessary to support compliant data transfers.

## **7. AI Processing**

Processor may utilize artificial intelligence service providers to support certain features of the service. Such providers act as subprocessors and process Personal Data solely to provide the requested functionality in accordance with Processor's instructions.

Processor does not use Customer Personal Data to train any machine learning or AI models, whether publicly available or internal.

Additional details regarding AI-related processing and controls are described in EchoSpan's Customer Data and Controls Overview located in the Trust Center.

## **8. Data Subject Rights**

Processor shall, taking into account the nature of the processing and the information available to Processor, assist Controller by appropriate technical and organizational measures in fulfilling Controller's obligations to respond to requests from data subjects under applicable law.

## **9. Data Breach Notification**

Processor shall notify Controller without undue delay upon becoming aware of a Personal Data breach affecting Customer data.

## **10. Data Retention and Deletion**

Processor shall retain Personal Data only for as long as necessary to provide the services and fulfill its obligations under the agreement. Upon termination of the services, Processor shall, at Controller's choice, delete or return Personal Data, unless retention is required by applicable law. Additional information regarding data retention and deletion practices is available in EchoSpan's Customer Data and Controls Overview.

## 11. Audit Rights

Processor shall make available to Controller information reasonably necessary to demonstrate compliance with this Addendum. Where appropriate, such obligations may be satisfied through documentation, security certifications, or third-party audit reports.

Any audit requests shall be subject to reasonable notice, scope, and confidentiality obligations and shall not unreasonably interfere with Processor's operations.

## 12. Liability

Each party's liability under this Addendum shall be subject to the limitations of liability set forth in the main agreement (terms and conditions of service). For clarity, breaches of confidentiality obligations include unauthorized access to or disclosure of Personal Data.

## 13. Governing Law

This Addendum shall be governed by the same law as the underlying agreement (generally the standard terms of service).

Notwithstanding the foregoing, where Standard Contractual Clauses or other legally required transfer mechanisms apply, such mechanisms shall be governed by the law specified therein.