



DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) is an addendum to the Agreement by and between BirdEye and its subsidiaries and affiliates and Client, to reflect the parties’ agreement on the Processing of Personal Data.

All capitalized terms not defined herein will have the meaning set forth in the Agreement, or under applicable Data Protection Laws and Regulations. All terms under the Agreement apply to this DPA, except that the terms of this DPA will supersede any conflicting terms under the Agreement.

In the course of providing the Services to Client pursuant to the Agreement and any associated amendments, Customer Agreement, Order Form or other agreement, BirdEye may Process Personal Data on behalf of Client. In accordance with this DPA, and to the extent the processing of Personal Data is governed under applicable Data Protection Laws and Regulations, the parties agree to comply with the following provisions with respect to Client's Personal Data processed by BirdEye on behalf of Client as part of the Services.

1. DEFINITIONS

- 1.1. "**Controller**" means the entity which determines the purposes and means of the Processing of Personal Data and shall include “Business” as such term is defined under the CCPA.
- 1.2. "**Data Subject**" means an identified or identifiable natural person. an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. Data Subject includes Consumer as such term is defined under the CCPA.
- 1.3. "**Personal Data**" means any information relating to a Data Subject. Personal Data includes Personal Information as such term is defined under the CCPA. Under the Australian Privacy Act, Personal Data includes information about an identified individual, or an individual who is reasonably identifiable (i) whether the information or opinion is true or not; and (ii) whether the information or opinion is recorded in a material form or not.
- 1.4. "**Personal Data Breach**" means a security breach that results in accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed. For the avoidance of doubt, "Personal Data Breach" does not include unsuccessful attempts or activities that do not compromise the security of personal data, including unsuccessful login attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked system.
- 1.5. "**Personnel**" means persons authorized by BirdEye to Process Client's Personal Data.
- 1.6. "**Data Protection Laws and Regulations**" means 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 and on the free movement of such data and repealing Directive 95/46/EC (“**GDPR**”), the GDPR as saved into United Kingdom law by virtue of Section 3 of the United Kingdom’s European Union (Withdrawal) Act 2018 (“**UK GDPR**”), the Swiss Federal Act on Data Protection (“**Swiss FDP**”), the California



Consumer Privacy Act of 2018 Cal. Civil Code § 1798.100 et seq., and its implementing regulations, as amended by the California Privacy Rights Act (“CCPA”), and the Australian Privacy Act of 1988 and the Australian Privacy Principles from Schedule 1 of the Privacy Amendment (Enhancing Privacy Protection) Act 2012, which amends the Privacy Act 1988 (“**Australian Privacy Act**”), and any laws and regulations relating to privacy, data security, and protection of Personal Data applicable to BirdEye.

- 1.7. **“Processor”** or **“Service Provider”** – as defined under Data Protection Laws and Regulations.
- 1.8. **“Third Country”** is a country outside of the European Economic Area, the UK or Switzerland that has not been acknowledged by either the EU Commission, the UK Secretary of State or by the Swiss Federal Council as providing an adequate level of protection in accordance with Article 45(3) of the GDPR, Article 45 of the UK GDPR or Section 16 of the Swiss Federal Act on Data Protection.

2. **DATA PROCESSING**

- 2.1. Scope and Roles. This DPA applies when Personal Data is Processed by BirdEye as part of BirdEye’s provision of the Services, as further specified in the Agreement and the applicable Customer Agreement or Order Form. In this context, where Data Protection Laws and Regulations provide for the roles of “controller,” “processor,” “business,” or “service provider,” , then BirdEye will process Personal Data as a Processor or Service Provider, respectively, on behalf of Client (who, in turn, processes such Personal Data as the Controller or Business, respectively).
- 2.2. Subject Matter, Duration, Nature and Purpose of Processing. To provide the Services, BirdEye processes Client’s Personal Data in accordance with the specifications and for the duration stipulated in the Agreement.
- 2.3. Instructions for BirdEye’s Processing of Personal Data. BirdEye will only Process Personal Data on behalf of and in accordance with Client’s instructions. Client instructs BirdEye to Process Personal Data for the following purposes: (i) Processing in accordance with the Agreement and for the purpose of providing the Services to Client; and (ii) Processing to comply with other reasonable instructions provided by Client where such instructions are consistent with the terms of the Agreement and to comply with applicable Data Protection Laws and Regulations. Processing outside the scope of this DPA (if any) will require prior written agreement between BirdEye and Client on additional instructions for processing.
- 2.4. Notwithstanding and subject to Section 6.2, Personal Data may be disclosed by BirdEye (a) if required by a subpoena or other judicial or administrative order, or if otherwise required by law; or (b) if BirdEye deems the disclosure necessary to protect the safety and rights of any person, or the general public.
- 2.5. As required under applicable Data Protection Laws and Regulations, BirdEye will inform Client immediately, if in BirdEye’s opinion an instruction violates any provision under such applicable Data Protection Laws and Regulations and will be under no obligation to follow such instruction, until the matter is resolved following a good-faith discussion between the parties.



- 2.6. BirdEye will not (1) “sell” (as defined in the CCPA or other Data Protection Laws and Regulations) Personal Data, or (2) retain, use or disclose Personal Data: (i) for any purpose other than for the specific purpose of performing the Services, or (ii) outside of the direct business relationship between Client and BirdEye, except as permitted under the applicable Data Protection Laws and Regulations, or (3) combine Personal Data received pursuant to the Agreement with Personal Data (i) received from or on behalf of another person, or (ii) collected from BirdEye’s own interaction with any Data Subject to whom such Personal Data pertains.

BirdEye does not receive any Personal Data from Client as consideration for its provision of the Services. BirdEye certifies that it understands and will comply with the restrictions set forth in this Section 2.6.

- 2.7. Client undertakes to provide all necessary notices to Data Subject and receive all necessary permissions and consents, or otherwise secure the required lawful ground of Processing, as necessary for BirdEye to process Personal Data on Client's behalf under the terms of the Agreement and this DPA, pursuant to the applicable Data Protection Laws and Regulations. To the extent required under applicable Data Protection Laws and Regulations, Client will appropriately document the Data Subjects' notices and consents, or necessary assessment with other applicable lawful grounds of Processing.

3. **ASSISTANCE AND COOPERATION OBLIGATIONS**

- 3.1. Taking into account the nature of the Processing and insofar as possible, BirdEye will provide Client reasonable and timely assistance to enable Client to respond to requests for exercising the rights of Data Subjects, as required under applicable Data Protection Laws and Regulations. BirdEye will further assist Client to ensure that it complies with its obligations regarding the security of Processing, notification of a Personal Data Breach to Supervisory Authorities and affected Data Subjects, Client's data protection impact assessments and Client's prior consultation with Supervisory Authorities, in relation to BirdEye's Processing of Personal Data under this DPA.

4. **BIRDEYE PERSONNEL**

- 4.1. BirdEye will ensure that its access to Personal Data is limited to those Personnel who require such access to provide the Services under the Agreement. BirdEye will impose appropriate contractual obligations upon its Personnel engaged in the Processing of Personal Data, including relevant obligations regarding confidentiality, data protection, and information security. BirdEye will ensure that its Personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training in their responsibilities, and have executed written confidentiality agreements.

5. **SUB-PROCESSORS**

- 5.1. BirdEye may engage third-party service providers to process Personal Data on behalf of Client ("**Sub-Processors**"). Client hereby provides BirdEye with a general authorization to engage the Sub-Processors listed in: <https://birdeye.com/terms/subprocessors> ("**Sub-Processor List**"). All Sub-Processors have entered into written agreements with BirdEye that bind them by material data protection obligations no less protective than this DPA.

- 5.2. BirdEye may engage with a new Sub-Processor to Process Client Personal Data on Client's behalf. BirdEye will notify the Client of the intended engagement with the new Sub-Processor fourteen (14) days prior to such engagement by updating the Sub-Processor List. Client may object to the Processing of Client's Personal Data by the new Sub-Processor, for legitimate grounds, within the aforementioned notice period. If Client timely sends BirdEye a written objection notice, the parties will make a good-faith effort to resolve Client's objection. In the absence of a resolution, BirdEye will make commercially reasonable efforts to provide Client with the same level of Services, without using the new Sub-Processor to Process Client's Personal Data. Where this is not possible, Client may terminate the Services using the objected-to new Sub-Processor and receive a pro-rated refund of prepaid fees.
- 5.3. BirdEye will be fully responsible for the acts and omissions related to the Processing of Personal Data by its Sub-Processors to the same extent that BirdEye would be responsible if performing the Services of each Sub-Processor.

6. ONWARD AND TRANS-BORDER TRANSFER

- 6.1. Client's Personal Data that is subject to the GDPR ("**EEA Transferred Data**") is transferred to a Third Country in accordance with the EU Standard Contractual Clauses ("**EU SCCs**"), pursuant to EU Commission Decision C(2021)3972 of 4 June 2021 pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, giving effect to the module specified in Exhibit A which is attached and incorporated by reference to this DPA, or, where necessary, in accordance with any successor thereof or an alternative lawful data transfer mechanism, and as follows:
 - 6.1.1. In Clause 7, the optional docking clause will apply;
 - 6.1.2. If applicable - in Clause 9, Option 2 will apply, and the time period for prior notice of subprocessor changes will be as set out in Section 5.2 of this DPA;
 - 6.1.3. In Clause 11, the optional language will not apply;
 - 6.1.4. In Clause 17, Option 1 will apply, and the EU SCCs will be governed by the Irish law;
 - 6.1.5. In clause 18(b), disputes will be resolved before the courts of Ireland;
 - 6.1.6. Annex I of the EU SCCs is deemed completed with the information set out in Annex I of Exhibit A to this DPA, as applicable; and
 - 6.1.7. Annex II of the EU SCCs is deemed completed with the information set out in Annex II of Exhibit A to this DPA.
- 6.2. In accordance with Article 46 of the GDPR and the EU SCCs, and without prejudice to any provisions of this DPA, BirdEye undertakes to implement the following organizational and technical safeguards, in addition to the safeguards mandated by the EU SCCs and in accordance with Clause 14(b)(iii) of the EU SCCs, to ensure the required adequate level of protection to the EEA Transferred Data:

- 6.2.1. BirdEye will implement and maintain the technical measures, as specified in Annex II of Exhibit A, which is attached and incorporated by reference to this DPA, with a purpose to protect the EEA Transferred Data from Processing for national security or other governmental purposes that goes beyond what is necessary and proportionate in a democratic society, considering the type of Processing activities under the Agreement and relevant circumstances;
 - 6.2.2. In order to safeguarding EEA Transferred Data, when any government or regulatory agency of a Third Country (“**Agency**”) requests access to such data (“**Request**”), and unless required by a valid court order or if otherwise BirdEye may face criminal charges for failing to comply with orders or demands to disclose or otherwise provide access to EEA Transferred Data, or where the access is requested in the event of imminent threat to lives, BirdEye will:
 - 6.2.2.1. not allow access to EEA Transferred Data, for example by providing any Agency with encryption keys; and
 - 6.2.2.2. upon Client’s written request, provide reasonable available information about the requests of access to Personal Data by Agencies that BirdEye has received in the six (6) months preceding to Client’s request.
 - 6.2.3. If BirdEye receives a Request, BirdEye will attempt to redirect the Agency to request that Personal Data directly from Client. As part of this effort, BirdEye may provide Client’s contact information to the Agency. If compelled to disclose Client Personal Data to an Agency, then BirdEye will give Client reasonable notice of the demand to allow Client to seek a protective order or other appropriate remedy to the extent BirdEye is legally permitted to do so and, to the extent possible, will provide only the minimum amount of information necessary.
- 6.3. In relation to transfers of Client’s Personal Data that is subject to the UK GDPR (“**UK Transferred Data**”) to a Third Country, the EU SCCs: (i) apply as completed in accordance with Sections 6.1 and 6.2 above; and (ii) are deemed amended as specified by the “UK Addendum to the EU Standard Contractual Clauses (“**UK Addendum**”) issued by the UK Information Commissioner’s Office under s.119A(1) of the Data Protection Act 2018 (officially published at: <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>), which is deemed executed by the parties and incorporated into and forming an integral part of this DPA.
- In addition, Tables 1 to 3 in Part 1 of the UK Addendum is deemed completed respectively with the information in Annex I and II of Exhibit A; Table 4 in Part 1 is deemed completed by selecting “neither party.” Any conflict between the terms of the EU SCCs and the UK Addendum will be resolved in accordance with Section 10 and Section 11 of the UK Addendum.
- 6.4. In relation to transfers of Client’s Personal Data that is subject to the Swiss FDPA (“**Swiss Transferred Data**”) to a Third Country, the following modifications shall apply to the EU SCCs to the extent that the Swiss FDPA applies to BirdEye’s Processing of Client’s Personal Data: (a) the term “member state” as used in the EU SCCs will be interpreted in such a way as to allow data subjects in Switzerland to exercise their rights under the Clauses in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the EU SCCs;



(b) references to the GDPR or other governing law contained in the EU SCCs shall also be interpreted to include the Swiss FDPA; and (c) the parties agree that the supervisory authority as indicated in Annex I.C of the EU SCCs shall be the Swiss Federal Data Protection and Information Commissioner.

7. INFORMATION SECURITY

7.1. BirdEye will maintain administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of Client's Personal Data pursuant to BirdEye's internal policies and procedures, taking into account the state of the art, the costs of implementation and the nature, scope, context, and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, and without prejudice to any other security standards agreed upon by the parties. BirdEye regularly monitors compliance with these safeguards. It is agreed that BirdEye will not materially reduce the overall security of the Services during the term of the Agreement. Detailed information regarding such safeguards is set forth in Annex II of the Standard Contractual Clauses, as attached hereto as Exhibit A.

8. AUDIT

8.1. BirdEye will allow for and contribute to audits, conducted by Client or another auditor mandated by Client, in relation to BirdEye's obligations under this DPA. BirdEye may satisfy the audit obligation under this section by providing Client with attestations, certifications and summaries of audit reports conducted by accredited third party auditors. Other audits by Client are subject to the following terms: (i) the audit will be pre-scheduled in writing with BirdEye, at least forty-five (45) days in advance and will be performed not more than once a year; (ii) a third-party auditor will execute a non-disclosure undertaking toward BirdEye; (iii) the auditor will not have access to non-Client data; (iv) Client will ensure that the audit will not interfere with or damage BirdEye's business activities and information and network systems; (v) Client will bear all costs and expenses related to the audit; and (vi) as soon as the purpose of the audit is completed, Client will permanently and completely dispose of all copies of the audit report.

9. SECURITY BREACH MANAGEMENT AND NOTIFICATION

9.1. BirdEye maintains security incident management and breach notification policies and procedures and will notify Client without undue delay (taking into account the nature of processing and the information available to BirdEye) after becoming aware of a Personal Data Breach related to Client's Personal Data processed by BirdEye, or any of BirdEye's Sub-Processors to allow Client to fulfill its data breach reporting obligations under applicable Data Protection Laws and Regulations. Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.

9.2. BirdEye will take reasonable steps, pursuant to its security incident management and breach notification policies and procedures, to contain, investigate, and mitigate the effects of the Personal Data Breach and will promptly inform Client accordingly. BirdEye's notification of a Personal Data Breach in accordance with Section 9.1 will not be construed as an acknowledgment by BirdEye of any fault or liability with respect to the Personal Data Breach.

- 9.3. Client agrees that if BirdEye provides notice of a Personal Data Breach, notwithstanding any provision of applicable Data Protection Laws and Regulations, as between the parties, Client is fully responsible for, and will, undertake all notification requirements to Data Subjects and relevant regulators, and will indemnify BirdEye for any loss, damage, cost, expense, fine or liability arising from Client's failure to fulfill these notification requirements. BirdEye relies on Client to comply with this clause in satisfaction of section 26WM of the Australian Privacy Act.

10. DELETION AND RETENTION OF PERSONAL DATA

- 10.1. Upon the end of the provision of the Service, BirdEye will return Client's Personal Data to Client or delete such data, including by de-identifying thereof. Notwithstanding, Client acknowledges and agrees that BirdEye may retain copies of Client Personal Data as necessary in connection with its routine backup and archiving procedures and to ensure compliance with its legal obligations and its continuing obligations under applicable law.

11. TERM

- 11.1. This DPA will commence on the same date that the Agreement is effective, or as otherwise provided explicitly under this DPA, and will continue until the Agreement expires or is terminated, pursuant to the terms therein.



Exhibit A

Standard Contractual Clauses

ANNEX to the COMMISSION IMPLEMENTING DECISION on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, as officially published at: https://ec.europa.eu/info/system/files/1_en_annexe_acte_autonome_cp_part1_v5_0.pdf or other official publications of the European Union as updated from time to time:

MODULE TWO: Transfer controller to processor; or

MODULE THREE: Transfer processor to processor



ANNEX I

A. LIST OF PARTIES

Data exporter: Client

Contact details: The individuals designated as contacts by Client in Client's account

Activities relevant to the data transferred under these Clauses: Use of BirdEye's cloud applications and services

Signature and date: By entering into the Agreement, data exporter is deemed to have signed these SCCs incorporated herein as of the effective date of the Agreement.

Role (controller/processor): The data exporter's role is set forth in the DPA.

Data importer: BirdEye

Contact details: BirdEye Privacy Team, privacy@birdeye.com

Activities relevant to the data transferred under these Clauses: Provide and support BirdEye's cloud applications and services.

Signature and date: By entering into the Agreement, data importer is deemed to have signed these SCCs incorporated herein as of the effective date of the Agreement.

Role (controller/processor): Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred:

Client's employees, contractors, advisors and their respective clients or customers

Categories of personal data transferred:

Name, email, phone number, appointment dates and type of appointment requested by Client's customers, services requested by Client's customers, age

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:

The transferred Personal Data may comprise special categories of personal data such as data concerning health. Taking into consideration the nature of the data and the risk of varying likelihood and severity for the rights and freedoms of natural persons, BirdEye has implemented technical and organizational measures as described in Annex II to ensure an appropriate level of protection for such sensitive data.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):

Transfers will be made on a continuous basis.

Nature of the processing:

All operations such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means), etc.

Purpose(s) of the data transfer and further processing:

The provision of the Services in accordance with the Agreement.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:

Personal Data will be retained during the term of the Agreement and will be deleted in accordance with the terms therein.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

The subject matter of the Processing is Client's Personal Data, the nature of the Processing is the performance of the Services under the Agreement and as detailed above and the duration of the Processing is the term of the Agreement.

C. COMPETENT SUPERVISORY AUTHORITY

Where the data exporter is established in an EU Member State - the supervisory authority of such EU Member State shall act as competent supervisory authority.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of the GDPR in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) - the supervisory authority of the Member State in which the representative is established shall act as competent supervisory authority.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of the GDPR in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) - the supervisory authority of one of the Member States in



which the data subjects whose personal data is transferred under these Clauses, shall act as competent supervisory authority.

ANNEX II
TECHNICAL AND ORGANIZATIONAL MEASURES INCLUDING TECHNICAL AND ORGANIZATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Description of the technical and organizational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

Measure	Description
Measures of pseudonymisation and encryption of personal data	<p><i>Birdeye uses data encryption as follows:</i></p> <p><i>a. Data in transmission is encrypted over a secure protocol such as SSL (HTTPS);</i></p> <p><i>b. Encryption at Rest for databases;</i></p> <p><i>c. User authentication over a secure protocol such as SSL, SSH, etc.;</i></p> <p><i>d. VPN access using PKI (Public Key Infrastructure).</i></p>
Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services	<p><i>Birdeye has a defined Information Security Framework in accordance with ISO 27001:2013 to ensure Confidentiality, Integrity and Availability of its platform and Information systems.</i></p>
Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident	<p><i>Birdeye has a Business Continuity Plan and Disaster Recovery Plan.</i></p> <p><i>The Birdeye platform is designed with high availability and fault tolerance architecture.</i></p> <p><i>Birdeye automatically backs up data at regular intervals.</i></p>
Processes for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing	<p><i>Birdeye has a third party audit and technical assessment completed on a regular basis.</i></p>

Measures for user identification and authorization	<i>User access is controlled and managed through a formal Access Management Process based on 'least privileges' and 'need to know' for user identification and authorization.</i>
Measures for the protection of data during transmission	<i>Data in transmission is encrypted over a secure protocol such as SSL (HTTPS).</i>
Measures for the protection of data during storage	<i>Data at rest is encrypted.</i>
Measures for ensuring physical security of locations at which personal data are processed	<i>All production environment are hosted on public cloud with industry standard security measures that ensure the physical security of data host.</i>
Measures for ensuring events logging	<i>Birdeye has event logging enabled for both the application and infrastructure.</i>
Measures for ensuring system configuration, including default configuration	<i>Birdeye uses hardened images and monitors the secure configuration through a secure information management system.</i>
Measures for internal IT and IT security governance and management	<i>Birdeye has a defined Information Security Framework in accordance with ISO 27001:2013 that governs the Internal IT and IT security at Birdeye.</i>
Measures for certification/assurance of processes and products	<i>Birdeye uses third party audits and is certified under ISO 27001:2013.</i>
Measures for ensuring data minimisation	<i>Birdeye Services are designed to only collect data necessary to provide the Services to the client.</i>
Measures for ensuring data quality	<i>Data provided by Birdeye clients undergoes quality assessment and validation before ingestion and updates.</i>

Measures for ensuring limited data retention	<i>Birdeye retains and deletes the data in accordance with the data retention policy.</i>
Measures for ensuring accountability	<i>Birdeye regularly conducts third party audits, security and penetration testing and trainings.</i>
Measures for allowing data portability and ensuring erasure	<i>Birdeye Services contain data export capabilities. Birdeye deletes the data in accordance with the data retention policy.</i>

For transfers to subprocessors, also describe the specific technical and organizational measures to be taken by the subprocessor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter.

Measure	Description
Measures that BirdEye has in place to assist the Customer in fulfilling its obligations to respond to Data Subject's requests	<i>Birdeye has agreements in place with its subprocessors and those subprocessors commit to measures no less protective than those under this DPA.</i>