

## General Data Protection Regulation Data Processing Addendum

This Data Processing Addendum (this “*Addendum*”), is part of the End User Licensing Agreement (“*Agreement*”) between Omni Development, Inc. (“*Omni*”) and [Controller name] (“*Controller*”) and governs Omni’s Processing of Personal Data to the extent such Personal Data relates to natural persons in the European Economic Area (“*EEA*”) or Switzerland in connection with Omni’s provision of the services described in the Agreement (“*Services*”). Except as expressly stated otherwise, in the event of a conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum will take precedence. The Addendum will be effective on the last signature date set forth below. Unless otherwise indicated, all capitalized terms used but not defined in this Addendum have the meanings given to them in Regulation (EU) 2016/679, the General Data Protection Regulation (“*GDPR*”).

The parties agree that for the purposes of this Addendum, Controller is a Data Controller and Omni is a Data Processor.

1. **Applicable Law.** Omni represents and warrants that it is in compliance with all applicable data protection laws.
2. **Instructions from the Controller.** Notwithstanding anything in the Agreement to the contrary, Omni will only Process Personal Data on documented instructions from Controller, including with regard to transfers of Personal Data to a third country or an international organization, unless required to do so by applicable law to which Omni is subject. Omni will promptly inform Controller if following Controller’s instructions would result in a violation of applicable data protection law or where Omni must disclose Personal Data in response to a legal obligation (unless the legal obligation prohibits Omni from making such disclosure). For avoidance of doubt, Controller’s documented instructions include the Agreement and this Addendum.
3. **Transfer of Personal Data; Appointment.** Controller authorizes Omni to transfer, store or Process Personal Data in the United States or any other country in which Omni or its Sub-processors maintain facilities. Controller appoints Omni to perform any such transfer of Personal Data to any such country and to store and Process Personal Data in order to provide the Services. Omni will conduct all such activity in compliance with the Agreement, this Addendum, applicable law and Controller’s instructions.
4. **Data Transfers Outside of the EU.** To the extent that the Services involve a transfer of Personal Data originating from either party’s systems in the EEA or Switzerland to either party’s systems located in countries outside the EEA or Switzerland that have not received a binding adequacy decision by the European Commission or by a competent national EEA data protection authority, such transfers are subject to applicable data transfer mechanisms.
5. **Confidentiality.** Omni will restrict access to Personal Data to those authorized persons who need such information to provide the Services. Omni will ensure such authorized persons are obligated to maintain the confidentiality of any Personal Data.
6. **Security.** Omni will implement appropriate technical and organizational measures to ensure a level of security appropriate to the Personal Data provided by Controller and Processed by Omni.
7. **Sub-processors.** Controller agrees that Omni may engage other processors (“*Sub-processors*”) to assist in providing the Services consistent with the Agreement. Omni will make a list of such Sub-processors available to Controller prior to transferring any Personal Data to such Sub-processors. Omni will notify Controller of any changes to the list of Sub-processors in order to give Controller an opportunity to object to such changes.

**8. Sub-processor Obligations.** Where Omni engages a Sub-processor for carrying out specific Processing activities on behalf of Controller, the same data protection obligations as set out in this Addendum will be imposed on that Sub-processor by way of a contract or other legal act under EU or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the Processing will meet the requirements of the EU data protection law. Where that Sub-processor fails to fulfil its data protection obligations, Omni will remain fully liable to Controller for the performance of that Sub-processor's obligations.

**9. Access Requests.** Omni has implemented and will maintain appropriate technical and organizational measures needed to enable Controller to respond to requests from data subjects to access, correct, transmit, limit processing of, or delete any relevant Personal Data held by Omni.

**10. Recordkeeping.** Upon a request issued by a supervisory authority for records regarding Personal Data, Omni will cooperate to provide the supervisory authority with records related to Processing activities performed on Controller's behalf, including information on the categories of Personal Data Processed and the purposes of the Processing, the use of service providers with respect to such Processing, any data disclosures or transfers to third parties and a general description of technical and organizational measures to protect the security of such data.

**11. Cooperation.** Omni will cooperate to the extent reasonably necessary in connection with Controller's requests related to data protection impact assessments and consultation with supervisory authorities and for the fulfillment of Controller's obligation to respond to requests for exercising a data subject's rights in Chapter III of the GDPR. Omni reserves the right to charge Controller for its reasonable costs in collecting and preparing Personal Data for transfer and for any special arrangements for making the transfer.

**12. Deletion or Return.** At the choice of Controller, Omni will delete or return all the Personal Data Processed in connection with the Services to Controller after the end of the provision of such Services, and delete existing copies unless applicable law requires storage of the Personal Data. Omni will relay Controller's instructions to all Sub-processors.

**13. Breach Notification.** After becoming aware of a Personal Data Breach, Omni will notify Controller without undue delay of: (a) the nature of the data breach; (b) the number and categories of data subjects and data records affected; and (c) the name and contact details for the relevant contact person at Omni.

**14. Audits.** Upon request, Omni will make available to Controller all information necessary, and allow for and contribute to audits, including inspections, conducted by Controller or another auditor mandated by Controller, to demonstrate compliance with Article 28 of the GDPR. For clarity, such audits or inspections are limited to Omni's Processing of Personal Data only, not any other aspect of Omni's business or information systems. If Controller requires Omni to contribute to audits or inspections that are necessary to demonstrate compliance, Controller will provide Omni with written notice at least 60 days in advance of such audit or inspection. Such materials and derivative work product produced in response to Controller's request will not be disclosed to anyone without the prior written permission of Omni unless such disclosure is required by applicable law. If disclosure is required by applicable law, Controller will give Omni prompt written notice of that requirement and an opportunity to obtain a protective order to prohibit or restrict such disclosure except to the extent such notice is prohibited by applicable law or order of a court or governmental agency.

The parties' authorized signatories have duly executed this Agreement:

**OMNI DEVELOPMENT, INC.**

**CONTROLLER**

Signature:\_\_\_\_\_

Signature:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Print Name : \_\_\_\_\_

Print Name : \_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_