



Data Processing Addendum (Revised September 2025)

This Data Processing Addendum (**DPA**) will be effective as at the date the Parties have executed the Main Agreement described below (**Effective Date**).

BACKGROUND

1. This Data Processing Addendum (“DPA”) is incorporated into and forms part of the Discuss Terms of Service (<https://www.discuss.io/terms/>) or any other written or electronic agreement (each, a “Main Agreement”) between Discuss.io, Inc. (“Discuss”) and the customer agreeing to the Terms (“Customer”) (together, the “Parties”), This Data Processing Addendum (“DPA”) is incorporated into and forms part of the Discuss.io Terms of Service (<https://www.discuss.io/terms/>) or any other written or electronic agreement (each, a “Main Agreement”) between Discuss and the customer agreeing to the Terms (“Customer”) (together, the “Parties”).
2. This DPA is written on the basis that, on the Effective Date, the Parties will enter into a Main Agreement for services provided by Discuss to the Customer that involves the Processing of Personal Data, or that the Parties have already entered into one or more such agreements. If the Main Agreement is a framework agreement, references to a Main Agreement include any call-off contracts or statements of work (“SOWs”) made under it.
3. Accordingly, this DPA forms part of any Main Agreement entered into contemporaneously with this DPA and/or supplements and amends any existing Main Agreements and their related SOWs. These terms supplement any existing privacy and data protection provisions in the Main Agreement, and in the event of any conflict or inconsistency with respect to the Processing of Customer Personal Data, the terms of this DPA and its annexes shall prevail.

STRUCTURE OF THIS ADDENDUM

For ease of reference, this Data Processing Addendum is structured as follows:

- **General Terms.** The main body of the Addendum sets out the obligations of the Parties with respect to the Processing of Customer Personal Data, including roles of the Parties, instructions, security, sub-processors, audit rights, data subject requests, data incidents, international transfers, and related provisions.
- **Annex A – Subject Matter and Details of Data Processing.** Provides the description required by Article 28(3) GDPR (and equivalent provisions under other Data Protection Laws), including duration, nature, and purposes of processing; categories of personal data; and categories of data subjects.
- **Annex B – Definitions.** Contains defined terms used throughout this Addendum, which supplement or override definitions in the Main Agreement.
- **Annex C – Security Measures.** Sets out the technical and organizational measures implemented by Discuss.io to ensure a level of security appropriate to the risk of Processing Customer Personal Data.
- **Annex D – Additional Regional Provisions.** Supplements this Addendum with jurisdiction-specific provisions which apply only where Customer Personal Data subject to those laws is processed under the main Agreement.

GENERAL TERMS

PROCESSING OF PERSONAL DATA

- 1.1 Where the Main Agreement acts as a framework the Parties envisage that Discuss will provide a variety of different Services and that the Parties may collaborate and interact in a variety of ways. The Parties may agree specific provisions relating to the use of Personal Data in the delivery of specific Services and set them out in a SOW. If no specific provisions apply then the remaining provisions of this clause 2 shall apply

by default.

Discuss acting as Processor

- 1.2 The Parties acknowledge and agree that with regard to the Processing of Customer Personal Data, Customer is the Controller, Discuss is the Processor, and that Discuss or Discuss Affiliates will engage Sub-processors pursuant to the requirements in clause 5 (Sub-processors). Discuss shall Process Customer Personal Data on behalf of the Customer in compliance with the Customer's lawful instructions for the purposes described in the Data Processing Particulars (**Permitted Purposes**). Discuss shall not sell, share for purposes of cross-context behavioral advertising, license, or otherwise exchange Customer Personal Data for monetary or other consideration.
- 1.3 If other Processing is required by local applicable law (including local laws in a relevant Sub-processor country), Discuss shall, to the extent permitted by law, inform Customer of that legal requirement before such Processing.
- 1.4 The Customer warrants that:
 - 1.4.1 it has complied and will continue to comply with Data Protection Laws;
 - 1.4.2 its instructions for the Processing of Personal Data shall at all times comply with Data Protection Laws;
 - 1.4.3 all Customer Personal Data has been and will continue to be collected and processed in accordance with the notice, consent and other requirements of Data Protection Laws (and where applicable, the collection and processing has been notified to the relevant authorities);
 - 1.4.4 it has and will continue to have the right to transfer or provide access to the Customer Personal Data to Discuss and the Sub-processors for the Permitted Purposes and that such Processing by Discuss and the Sub-processors will not breach Data Protection Laws; and
 - 1.4.5 its instructions to Discuss in respect of the Processing of Customer Personal Data are lawful and will not create legal or regulatory liability on the part of Discuss or any Sub-processor if followed.

2. SECURITY

- 2.1 Discuss shall maintain appropriate technical and organizational measures designed to protect the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration, unauthorized disclosure of, or access to, Customer Personal Data), confidentiality and integrity of Customer Personal Data. Discuss shall regularly monitor compliance with these measures.
- 2.2 In addition, Discuss shall:
 - 2.2.1 only involve Discuss Personnel to process Customer Personal Data under the Main Agreement who have had appropriate training pertinent to the care and handling of Personal Data;
 - 2.2.2 only authorize Discuss Personnel to process Customer Personal Data if such person is subject to a duty of confidentiality (whether a contractual duty or a statutory duty or otherwise); and
 - 2.2.3 ensure the reliability of Discuss Personnel to whom Discuss has provided access to Customer Personal Data.

3. RIGHTS OF DATA SUBJECTS

- 3.1 Discuss shall to the extent legally permitted, notify Customer if Discuss receives a request from a Data Subject, third parties, relevant data protection authorities in the relevant local jurisdiction or any other law enforcement authority, to exercise the Data Subject's privacy rights under applicable Data Protection Laws, including but not limited to the right of access, right to rectification, restriction of Processing, erasure (right to be forgotten), data portability, right to object to the Processing, or its right not to be subject to automated individual decision making (**Data Subject Request**).
- 3.2 Taking into account the nature of the Processing, Discuss shall in accordance with Customer's reasonable instructions, assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws.
- 3.3 Customer shall be responsible for any costs arising from Discuss's provision of such assistance or Discuss's compliance with this clause 3.

4. SUB-PROCESSORS

- 4.1 Customer authorizes Discuss and each Discuss Affiliate to use and continue to use Discuss Affiliates and existing Discuss Sub-processors as of the effective date of this DPA as Sub-processors, subject to Discuss and each Discuss Affiliate (in each case) meeting the obligations set out in this clause as soon as practicable.
- 4.2 The Customer grants Discuss a general authorization to engage subprocessors in connection with the provision of the Services. Discuss shall inform the Customer of any intended changes concerning the addition or replacement of subprocessors. The Customer may object to such changes within thirty (30) days of receiving notice; failure to object within this period shall be deemed acceptance of the change.
- 4.3 Discuss shall remain fully liable to the Customer for the performance of Sub-processor obligations under this DPA.

5. AUDIT

- 5.1 Subject to the following terms, Discuss permits Independent Auditors appointed by Customer to audit Discuss only to the extent the Main Agreement does not already provide the Customer with audit or similar rights, and only to the extent required by the applicable Data Protection Laws. Such information derived from the audit is referred to in this clause 6 as **Audit Information**.
- 5.2 Independent Auditors shall upon giving Discuss reasonable written notice (minimum thirty (30) calendar days) have supervised and controlled access to relevant facilities at Discuss's service locations during business hours and they shall use reasonable endeavours to minimise disruption while exercising the rights of audit set out in this clause 6. Customer shall notify Discuss of the identity of any visiting Independent Auditors to ensure they have entered into appropriate confidentiality agreements beforehand, in a form approved by Discuss (such approval not to be unreasonably withheld or delayed).
- 5.3 Audits shall take place no more than once in any calendar year unless and to the extent that Customer (acting reasonably and in good faith) has reasonable grounds to suspect any material breach of this DPA by Discuss, in which case Customer and Discuss will agree timescales for the audit. Costs of the audit, including appointment of the Independent Auditor, will be borne by Customer.
- 5.4 Discuss shall reasonably cooperate with Customer in relation to any audit request by Customer. Unless otherwise set out in this clause 6, audits shall be subject to the confidentiality obligations set forth in the Main Agreement.
- 5.5 Discuss shall be entitled to a reasonable time to review and retain a copy of any audit report, prepared by Independent Auditor and to consult the Independent Auditor on the content, prior to the audit report being submitted to Customer. For avoidance of doubt, all Audit Information obtained by Customer or an Independent Auditor pursuant to any audit shall be maintained in confidence by Customer and its Independent Auditor and may not be disclosed to any third party, including, without limitation, any other agents or representatives of Customer except to the extent necessary to assert or enforce any of the Customer's rights under this DPA or where it is required to be disclosed by Data Protection Laws, by any Supervisory Authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives Discuss as much notice of this disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of Discuss in relation to the content of this disclosure.
- 5.6 Neither the Independent Auditor nor Customer shall be permitted to perform penetration tests, vulnerability scans, or otherwise interrogate Discuss's network or information technology systems.
- 5.7 In no circumstances shall Customer or the Independent Auditor have access to:
- 5.7.1 individual payroll and Discuss Personnel files;
 - 5.7.2 individual expenditure or records relating to Discuss's business or its other Customers;
 - 5.7.3 Discuss's confidential information or trade secrets;
 - 5.7.4 any of Discuss's overhead costs; or
 - 5.7.5 Discuss's server rooms or IT systems.

6. DATA INCIDENT MANAGEMENT AND NOTIFICATION

- 6.1 Discuss shall notify Customer's relevant business contact without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Customer Personal Data, transmitted, stored or otherwise Processed by Discuss or its Sub-processors which results in any actual loss or misuse of Customer Personal Data (a **Data Incident**).
- 6.2 Discuss shall make reasonable efforts to identify the cause of such Data Incident and take those steps as Discuss deems necessary and reasonable in order to remediate the cause of such a Data Incident to the extent the remediation is within Discuss's reasonable control.
- 6.3 Discuss shall have no liability for costs incurred arising from a Data Incident except where Discuss has deliberately or negligently failed to comply with the technical and organizational measures referred to in Annex C. Each Party shall use all reasonable endeavors to mitigate costs incurred as a result of a Data Incident caused by the other Party.
- 6.4 If the Customer has caused the Data Incident, the Customer shall be responsible for costs, including Discuss's costs, reasonably incurred to rectify the Data Incident, including in circumstances in which such Data Incident arises as a result of the Customer's instructions to Discuss, or if the Customer requires Discuss to notify Data Subjects and / or Supervisory Authorities as set out in clause 7.5.
- 6.5 In the event of a Data Incident, Customer shall be responsible for notifying Data Subjects and or Supervisory Authorities, unless the Customer has instructed Discuss to do so or Discuss is otherwise required to do so under Data Protection Laws. Before any such notification is made, Customer shall consult with and provide Discuss an opportunity to comment on any notification made in connection with a Data Incident.

7. RETURN AND DELETION OF CUSTOMER PERSONAL DATA

- 7.1 Discuss shall, at any time at the Customer's request delete (so far as is reasonably practicable and other than any back-up copies) or return all Customer Personal Data, except that this requirement shall not apply to the extent that:
- 7.1.1 Discuss or Discuss Affiliates are required to retain Customer Personal Data for compliance with applicable laws or regulatory requirements.
- 7.1.2 Customer Personal Data is required by Discuss to comply with any continuing obligations under the Main Agreement.
- 7.1.3 Customer Personal Data is archived on back-up systems, provided that such copies are kept confidential and secure in accordance with the relevant Main Agreement terms.

8. DATA PROTECTION IMPACT ASSESSMENT

Upon Customer's request, Discuss shall provide Customer with reasonable cooperation and assistance, at Customer's cost, needed to fulfil Customer's obligation under Data Protection Laws to carry out a DPIA (to the extent Customer does not otherwise have access to the relevant information), to allow the Customer to comply with its obligations under Data Protection Laws as a Controller in relation to data security and related consultations.

9. RESTRICTED INTERNATIONAL TRANSFERS AND PROCESSING IN THIRD COUNTRIES

- 9.1 Customer acknowledges and agrees that Discuss may access and Process Customer Personal Data on a global basis as necessary to provide the Services in accordance with the main Agreement, and in particular that Customer Personal Data may be transferred to and Processed by Discuss in the United States and to other jurisdictions where Discuss Affiliates and Sub-Processors have operations. Wherever Customer Personal Data is transferred outside its country of origin, each party will ensure such transfers are made in compliance with the requirements of Data Protection Laws.
- 9.2 Discuss shall ensure that the applicable Restricted International Transfer Agreement terms shall apply on commencement and to the extent of any Restricted International Transfer.
- 9.3 The Parties acknowledge that their compliance with the preceding sub-clause does not obviate the need to take other steps to justify Restricted International Transfers where necessary under applicable Data Protection Laws, which may include as appropriate: (i) carrying out a transfer risk assessment / transfer impact assessment as the case may be; (ii) entering into additional supplementary security measures arising from the transfer risk assessment / transfer impact assessment (iii) notifying or obtaining the consent of the Data Subjects whose Personal Data is transferred; or (iv) where required, notifying, or obtaining the

prior approval of, applicable Supervisory Authorities; or (v) where required, notifying or obtaining the prior approval of works councils or similar employee representatives and the Parties shall resolve to comply with such other steps and procure that they are documented as appropriate. Nothing in this DPA shall be construed to prevail over any conflicting clause of any Restricted International Transfer Agreement.

10. LIMITATION OF LIABILITY

Each Party and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to a breach of its obligations under this DPA, whether in contract, tort or under any other theory of liability is subject to the liability terms in the Main Agreement, and any reference in such terms to the liability of a Party means the aggregate liability of that Party and all of its Affiliates under the Main Agreement.

11. GOVERNING LAW

The Parties to this DPA hereby submit to the choice of jurisdiction stipulated in the Main Agreement with respect to any disputes or claims howsoever arising under this DPA, including disputes regarding its existence, validity or termination or the consequences of its nullity, and this DPA and is governed by the laws of the country or territory stipulated for this purpose in the Main Agreement.

Annex A

Subject Matter and Details of Data Processing

In accordance with the data protection terms for the Main Agreement, the parties agree that in accordance with Article 28(3) of the GDPR, the particulars of the Processing of Personal Data for the performance of the Services are as follows:

	Details
Duration of processing	Discuss will process Personal Data for the duration of the Agreement, unless otherwise required by applicable law or expressly agreed in writing by the Parties. Retention is limited to twelve (12) months from the date of the last interview in the relevant project, after which the data will be deleted.
Purposes and nature of processing	<ul style="list-style-type: none"> ● To provide, operate, and maintain the Services in accordance with the Agreement and the Customer's documented instructions. ● To respond to Customer's requests, comments, and questions relating to the Services. ● To develop, support, and improve the Services, including research and insights-building tools and related features, as instructed by the Customer. ● For billing, account management, and other administrative matters necessary to perform the Services. ● To investigate, detect, and prevent security incidents, fraudulent activity, and abuse of the Services. ● To comply with applicable legal obligations strictly to the extent required of Discuss in its role as Processor.
Categories of personal data	<ul style="list-style-type: none"> ● Demographic information ● Name ● Email address ● Phone number ● Questions relevant to the purpose of the study ● Video and audio responses ● Transcripts ● Asset information such as IP and MAC addresses, device attributes, WiFi information, and other device information (like Bluetooth signals) ● Internet speed
Categories of sensitive personal data	Discuss does not process Sensitive Personal Data by default. Sensitive Personal Data will only be processed where the scope of a specific project expressly requires it, and in such cases, the Customer is responsible for notifying Discuss in advance and ensuring a lawful basis for such processing.
Categories of data subject(s)	<ul style="list-style-type: none"> ● Customer's employees and contractors ● Market Research Subjects means, collectively, individuals or entities that may be engaged, contacted, or analyzed as part of the Customer's market research activities, including without limitation: <ul style="list-style-type: none"> ○ Prospective users or purchasers of the Customer's products or services; ○ Current or active users of the Customer's products or services; ○ Former or lapsed users of the Customer's products or services; ○ Individuals or segments identified as part of the Customer's target audience, ideal customer profiles, or buyer personas; and ○ Any other category of respondent, participant, or research subject reasonably relevant to the Customer's market research objectives
Sub-processors	https://trust.discuss.io/
Location of processing	Personal Data will be hosted and primarily processed in the United States. Customer acknowledges that Discuss and its authorized contractors may access Personal Data

	<p>from other countries solely for the purpose of providing support services in connection with the Services. Such countries may include Australia, Brazil, Canada, Colombia, Egypt, Honduras, India, Italy, Mexico, Pakistan, Philippines, Portugal, Serbia, South Africa, Switzerland, and the United Kingdom. An up-to-date list of subprocessors and their processing locations is available upon request.</p>
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Annex B Definitions

1. DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meaning given to them in the Main Agreement. In this DPA, the following terms shall have the meanings set out below unless the context otherwise requires:

- 1.1 **Affiliate** means, (a) in respect of Discuss, any entity which, from time to time both: (i) directly or indirectly through one or more intermediaries, Controls, or is Controlled by, or is under common Control of, Discuss; and (ii) is trading as **Discuss** (and **Discuss Affiliate** shall be construed accordingly); and, (b) in respect of Customer, any entity which is Controlled by **Customer** (and **Customer Affiliate** shall be construed accordingly).
- 1.2 **Customer Personal Data** means any Personal Data Processed on behalf of the Customer (as Controller) by Discuss (as a Processor) or by a Sub-processor pursuant to the Main Agreement.
- 1.3 **Control** means, in respect of any entity: (i) possession, direct or indirect through one or more intermediaries, of the power to direct the management or policies of such entity, whether through ownership of voting securities, by contract relating to voting rights, or otherwise; or (ii) ownership, direct or indirect through one or more intermediaries, of more than 50% percent of the outstanding voting securities or other ownership interest of such entity (and Controls and Controlled shall be construed accordingly).
- 1.4 **Controller** means the Party that alone or jointly with others determines the purposes and means of the Processing of Personal Data, unless the term “controller” (or cognate term under Data Protection Laws, such as (for example) “business” or “personal information processor”) is defined under Data Protection Laws in which case the term “controller” shall have the same meaning as in Data Protection Laws, and its cognate terms shall be construed accordingly.
- 1.5 **Data Processing Particulars** means the description of Processing of Customer Personal Data, in the same or similar form as set at the Annex to this DPA, as detailed within the Main Agreement (or relevant SOW) carried out in connection with the provision of Services under that Main Agreement (or relevant SOW).
- 1.6 **Data Protection Laws** means all applicable laws, rules and regulations in any relevant jurisdiction relating to the Processing of Personal Data and privacy including but not limited to the EU GDPR, the UK GDPR, US state privacy laws, and the PIPL.
- 1.7 **Data Subject** means an identified or identifiable natural personal to whom Personal Data relates, unless the term “data subject” (or cognate term under Data Protection Laws, such as (for example) “consumer” or “personal information subject”) is defined under Data Protection Laws in which case the term “data subject” shall have the same meaning as in Data Protection Laws, and its cognate terms shall be construed accordingly.
- 1.8 **DPIA** means an assessment of the impact of the envisaged Processing operations on the protection of Personal Data, or similar risk assessment, pursuant to (and as set out in) Data Protection Laws.
- 1.9 **EU GDPR** means the General Data Protection Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
- 1.10 **EU SCCs** means the standard contractual clauses approved by European Commission decision 2021/915 on standard contractual clauses for the transfer of Personal Data to processors (pursuant to the EU GDPR) as amended or replaced from time to time.
- 1.11 **Independent Auditor** means an auditor from PwC, Deloitte, KPMG or EY (Ernst & Young) or another mutually agreeable internationally recognized auditing firm that is not employed on a contingency basis skilled and experienced in conducting audits related to data protection governance risk and compliance.
- 1.12 **Personal Data** means any information relating to an identified or identifiable natural person, unless the term “Personal Data” (or cognate term under Data Protection Laws, such as (for example) “personal information” or “personal identifiable information”) is defined under Data Protection Laws in which case the term “Personal Data” shall have the same meaning as in Data Protection Laws, and its cognate terms shall be construed accordingly.
- 1.13 **Personnel** means either Party’s stakeholders, directors, employees, agents, consultants, subcontractors, Contracted Processors, Sub-processors or other persons authorized by (i) either Party; (ii) their Affiliates; and / or (iii) their subcontractors engaged in the provision of Services.
- 1.14 **PIPL** means the Personal Information Protection Law of the People’s Republic of China as adopted 20 August 2021.
- 1.15 **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, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

- 1.16 **Processor** means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller, unless the term “Processor” (or cognate term under Data Protection Laws, such as (for example) “service provider” or “entrusted party”) is defined under Data Protection Laws in which case the term “Processor” shall have the same meaning as in Data Protection Laws, and its cognate terms shall be construed accordingly.
- 1.17 **Restricted International Transfer** means a transfer of Customer Personal Data that would be prohibited by the applicable Data Protection Laws in absence of the protection for the transferred Customer Personal Data provided by a Restricted International Transfer Agreement.
- 1.18 **Restricted International Transfer Agreement** means the relevant standard contractual clauses (including but not limited to the EU SCCs or UK IDTA) or any other standard or non-standard contractual clauses required under Data Protection Laws (as established, amended or replaced from time to time).
- 1.19 **Sub-processor** means any person or entity appointed by Discuss as set out in clause 5 (Sub-processors) to Process Customer Personal Data on behalf of Customer in connection with the Main Agreement.
- 1.20 **Supervisory Authority** means a public authority or regulator established in a relevant jurisdiction for matters relating to the Processing of Personal Data and/or privacy.
- 1.21 **SOW** means a statement of work entered into by the Parties (or any of their respective Affiliates) to document their agreement in respect of any services, which is more specifically defined in the Main Agreement.
- 1.22 **UK GDPR** has the meaning given by section 3(10) and section 205(4) the UK's Data Protection Act 2018.
- 1.23 **UK IDTA** means the standard contractual clauses issued by the Information Commissioner's Office in the United Kingdom pursuant to UK GDPR (as amended or replaced from time to time).
- 1.24 For the purposes of this DPA where the context requires:
- 1.24.1 any reference to Parties shall be to the relevant parties to the relevant SOW (and Party shall mean any one of them)
- 1.24.2 any references to Customer shall mean the relevant Customer Affiliate that is a party to that SOW; and
- 1.24.3 any references to Discuss shall mean Discuss and, in respect of any SOW, the relevant Discuss Affiliate that is a party to that SOW.

Annex C Security Measures

Discuss implements the following **technical and organizational measures** to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access:

1. Encryption

- **In transit:** All data is encrypted using TLS during transmission to Discuss systems.
- **At rest:** Data is encrypted using AES-256 encryption.

2. Access Controls & Confidentiality

- Access to Personal Data is restricted to authorized personnel only, based on role and necessity.
- Personnel must use strong authentication and secure devices.
- All employees and contractors sign confidentiality and data protection agreements.
- Workstations are protected with best-in-class antivirus and encryption.

3. Data Center & Infrastructure Security

- Discuss uses cloud providers with ISO 27001, PCI/DSS Service Provider Level 1, and/or SOC 2 compliance.
- Logical separation of customer data is maintained.

4. System Integrity

- Technical and organizational measures prevent unauthorized use of data processing systems.
- Security logging and monitoring are implemented to detect unauthorized access.

5. Availability & Resilience

- Personal Data is protected against accidental destruction or loss.
- Redundant data storage and backup processes are in place.

6. Incident Response

- Discuss maintains an incident response plan to promptly address security incidents and Personal Data Breaches.
- Security issues are investigated and remediated without undue delay.

7. Testing & Auditing

- Regular reviews, audits, and assessments are conducted by internal teams and third-party assessors.
- Security controls are tested and updated as necessary.

8. Employee Training

- All personnel with system or data access receive security and privacy training upon hire and annually thereafter.
- Training covers data handling, security best practices, and incident response procedures.

Annex D
Additional Provisions for other regions

ADDITIONAL PROVISIONS FOR EUROPEAN DATA

1. **Scope.** This section applies solely with respect to European Data that Discuss Processes on behalf of Customer under the Agreement.
 2. **Roles of the Parties.** When Processing European Data in accordance with Customer's instructions, Customer acts either as Controller or as Processor on behalf of a Controller, and Discuss acts as Processor.
 3. **Instructions.** If Discuss reasonably believes that Customer's instructions infringe European Data Protection Laws, Discuss will notify Customer without undue delay.
 4. **Data Protection Impact Assessments and Consultation.** Where Customer does not otherwise have access to the necessary information, Discuss will, at Customer's cost, provide reasonable assistance with any required data protection impact assessments and consultations with Supervisory Authorities, to the extent required under European Data Protection Laws.
 5. **Transfers.** Where the transfer of Customer Personal Data or Controller Personal Data between the Parties involves a Restricted International Transfer and European Data Protection Laws require putting in place appropriate safeguards, the following transfer mechanisms shall apply:
 1. **Data Privacy Framework.** Discuss.io Inc. participates in and certifies compliance with the EU-U.S. Data Privacy Framework, the UK Extension to the EU-U.S. Data Privacy Framework, and the Swiss-U.S. Data Privacy Framework (together, the "Data Privacy Framework"). Where and to the extent the Data Privacy Framework applies to the Restricted Transfer, Discuss will:
 1. provide at least the same level of protection to Customer Personal Data as is required by the Data Privacy Framework Principles; and
 2. promptly notify Customer if it determines it is unable to comply with this requirement.
 2. **Standard Contractual Clauses.**
 1. SCC Module 2 (Controller to Processor): Where Customer and/or its Authorized Affiliate is a Controller and a data exporter.
 2. SCC Module 3 (Processor to Processor): Where Customer and/or its Authorized Affiliate is a Processor acting on behalf of a Controller and a data exporter.

In each case, the applicable European Commission Standard Contractual Clauses (or UK IDTA, where relevant) shall apply, subject to any supplementary measures required under European Data Protection Laws.
 6. **Reference to the Standard Contractual Clauses.** The relevant provisions contained in the EU SCCs are incorporated by reference and are an integral part of this DPA. The information required for the purposes of the Appendix to the Standard Contractual Clauses are set out in Annex A.
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ADDITIONAL PROVISIONS FOR CALIFORNIA PERSONAL INFORMATION

1. **Scope.** This section applies solely with respect to California Personal Information that Discuss Processes on behalf of Customer under the Agreement.
2. **Roles of the Parties.** When Processing California Personal Information in accordance with Customer's instructions, Customer is a "Business" and Discuss is a "Service Provider," as defined under the CCPA.
3. **Restrictions.** Discuss certifies it will Process California Personal Information only for the Business Purpose of providing the Services under the Agreement, or as otherwise permitted by the CCPA. Discuss will not (i) Sell or Share California Personal Information, (ii) Process such information outside the business relationship

except where required by law, or (iii) combine it with other personal data except as permitted by the CCPA in its capacity as a Service Provider.

4. **Compliance.** Discuss will (i) comply with all obligations of a Service Provider under the CCPA; (ii) provide the same level of protection required by the CCPA; and (iii) notify Customer if it determines it can no longer meet its Service Provider obligations.
5. **Audits.** Customer may take reasonable and appropriate steps to ensure Discuss Processes California Personal Information consistent with the CCPA. Upon notice, Customer may take steps to stop and remediate unauthorized Processing.
6. **Not a Sale.** The Parties acknowledge that disclosure of California Personal Information to Discuss does not constitute a Sale under the CCPA.