

Frame Technology, Inc.

Data Processing Addendum

This Data Processing Addendum ("Addendum") forms part of the Terms of Service or other written agreement entered into between Frame Technology, Inc. ("Frame") and _____ ("name," "you," or "your") that incorporates this Addendum by reference (the "Agreement") and governs the Processing of Personal Information by Frame in providing its task automation service (the "Service") under the Agreement.

1. Definitions

1.1 **"Data Subject"** means any individual about whom Personal Information may be Processed under this Addendum.

1.2 **"Data Protection Legislation"** means all applicable laws and regulations relating to data protection, including, without limitation, the GDPR (as defined below), together with any national implementing laws in any Member State of the European Union or the United Kingdom, the California Consumer Privacy Act of 2018 as amended by the California Privacy Rights Act of 2020, and, to the extent applicable, in any other country or state, as amended, consolidated, or replaced from time to time.

1.3 **"GDPR"** means the General Data Protection 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.

1.4 **"Personal Information"** means any information relating to an identified or reasonably identifiable natural person, such as (a) name; (b) mailing address; (c) telephone number; (d) email address; and (e) government identification number, or other such categories as regulated under Data Protection Legislation, and which Frame accesses or acquires from you or otherwise Process in connection with Frame's provision of the Service under the Agreement.

1.5 **"Process"** or **"Processing"** means any operation or set of operations performed on Personal Information or sets of Personal Information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction of Personal Information.

1.6 **"Security Incident"** means a breach of security of the Service or Frame's systems used to Process Personal Information leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Information transmitted, stored or otherwise Processed by Frame in the context of this Addendum.

1.7 **"Sensitive Information"** means Personal Information receiving an additional level of protection as "special," "sensitive" or similar classification under Data Protection Legislation.

2. **Limitations on Use.** Frame acknowledges that you are the data controller/business and Frame is a data processor/service provider as defined under applicable Data Privacy Legislation. Frame will Process Personal Information solely on your behalf and per the Agreement including this Addendum, and in accordance with any other documented instructions from you and as required by Data Protection Legislation. Unless instructed by you, Frame shall not sell, assign, or lease to third parties any Personal Information. In the event Frame cannot process Personal Information per your instructions due to a legal requirement under Data Protection Legislation to which Frame is subject, Frame shall (i) promptly notify you in writing (including by email) of such legal requirement before carrying out the relevant Processing, to the extent permitted by the applicable law; and (ii) cease all Processing (other than merely storing and maintaining the security of the

affected Personal Information) until you provide Frame with new instructions. You will be responsible for providing any necessary notices to and obtaining any necessary consents from Data Subjects whose Personal Information is provided by you to Frame for Processing under this Addendum. To the extent Frame processes De-Identified or Aggregate Information, it will do so with the appropriate technical safeguards and business processes in place to prevent and prohibit re-identification of you or a Data Subject per Data Protection Legislation. "Aggregate" and "De-Identified" information shall have the same meaning as in the applicable Data Protection Legislation.

3. Security. Frame shall implement, and maintain throughout the term of the Agreement at all times in accordance with then-current good industry practice, appropriate technical and organizational measures to protect Personal Information against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure. Frame shall provide you with a written description of the security measures being taken upon request and execution of an NDA. The Service provides reasonable technical and organizational measures that have been designed, taking into account the nature of its Processing, to assist you in securing Personal Information Processed by Frame. Frame will also assist you with conducting any legally required data protection impact assessments (including subsequent consultation with a supervisory authority), if so required by the Data Protection Legislation, considering the nature of Processing and the information available to Frame. Frame may charge a reasonable fee for any such assistance, as permitted by applicable law.

4. Data Subject Requests. You are responsible for handling any requests or complaints from Data Subjects with respect to their Personal Information Processed by Frame under this Addendum. Frame will notify you promptly and in any event, no less than fifteen (15) business days' notice, unless prohibited by applicable law, if Frame receives any such requests or complaints. The Service includes technical and organizational measures that have been designed considering the nature of its Processing, to assist customers, insofar as this is possible, in fulfilling their obligations to respond to such requests or complaints.

5. Regulatory Investigations. At your request, Frame will assist you in the event of an investigation by a competent regulator, including a data protection regulator or similar authority, if and to the extent that such investigation relates to the Processing of Personal Information by Frame on your behalf per this Addendum. Frame may charge a reasonable fee for such requested assistance except where such investigation arises from a breach by Frame of the Agreement or this Addendum, to the extent permitted by applicable law.

6. Security Incident. If Frame becomes aware of a Security Incident, then Frame will notify you promptly and in any event no later than forty-eight (48) hours after Frame discovers the Security Incident. In the event of such a Security Incident, Frame shall provide you with a detailed description of the Security Incident and the type of Personal Information concerned, unless otherwise prohibited by law or otherwise instructed by law enforcement or supervisory authority. Following such notification, Frame will take commercially reasonable steps to mitigate the Security Incident's effects and minimize any damage resulting from the Security Incident. At your request, Frame will provide reasonable assistance and cooperation concerning any notifications that you are legally required to send to affected Data Subjects and regulators. Frame may charge a reasonable fee for such requested assistance.

7. Subprocessors. You agree that Frame may disclose Personal Information to its subcontractors for purposes of providing the Service ("**Subprocessors**"), provided that Frame (i) shall enter into an agreement with its Subprocessors that imposes on the Subprocessors obligations regarding the Processing of Personal Information that are at least as protective of Personal Information as those that apply to Frame hereunder, including requiring the Subprocessors to only process Personal Information to the extent required to perform the obligations subcontracted to them, and (ii) shall remain fully liable for all obligations subcontracted to, and all acts and omissions of, the Subprocessors. Frame's current list of Subprocessors is located at <https://frame.ai/legal/frame-subprocessors/>. Frame will inform you of any intended changes concerning the addition or replacement of Subprocessors. You will have an opportunity to object to such changes on reasonable grounds within ten (10) business days after being notified of the engagement of the Subprocessor. If you object to a new Subprocessor, as permitted in the preceding sentence, then Frame will use reasonable efforts to make available to you a change in the Service or recommend a commercially reasonable change to your configuration or use of the Service to avoid Processing of Personal Data by the objected-to Subprocessor without unreasonably burdening you.

8. **Data Transfers.** Frame Processes Personal Information under the Agreement in the United States. Accordingly, where required by Data Protection Legislation (i.e., where you are located in the United Kingdom, a Member State of the European Economic Authority or Switzerland), you and Frame will enter into Standard Contractual Clauses (Controller to Processor) ("**Model Contract**"), which will be attached hereto as Exhibit A, when applicable.

9. **Information.** Frame shall make available to you all information necessary to demonstrate compliance with the obligations laid down in this Addendum and allow for and contribute to audits, including inspections conducted by you or an auditor mandated by you. Frame may charge a reasonable fee for such requested assistance except where such investigation arises from a breach by Frame of the Agreement or this Addendum, to the extent permitted by applicable law. Frame shall immediately inform you if, in its opinion, an instruction infringes the Data Protection Legislation.

10. **Return or Disposal.** Upon termination of your User Account for any reason, Frame will return or destroy Personal Information at your request and choice.

The parties' authorized signatories have duly executed this Addendum:

Frame:

You:

By:



By:

Name of Signatory:

Brandon Reiss

Name of Signatory:

Title (if applicable):

Data Protection Officer

Title (if applicable):

Date:

2/9/2022

Date: