THIS DATA PROCESSOR ADDENDUM ("**Addendum**") supplements and amends the agreement for Services between **Qu Data Centres Limited Partnership** (the "**Company**") and the Customer**,** including if applicable to the Customer, the Company as successor-in-interest to Rogers Communications Canada Inc. In this Addendum, such agreement for Services, including any amendments thereto or Service Order(s) thereunder shall collectively be referred to as the "**Principle Agreement**."

Capitalized terms not otherwise defined herein shall have the meaning given to them in the Principle Agreement. Except as expressly modified by the terms of this Addendum, the terms of the Principle Agreement shall remain in full force and effect.

This Addendum shall automatically form part of the Principle Agreement and apply only to the Services that involve processing of the Customer Personal Data (as this term is defined below). Except where the context requires otherwise, references in this Addendum to the Principle Agreement are to the Principle Agreement as amended by, and including, this Addendum.

1. Definitions

1.1 In this Addendum, the following terms shall have the meanings set out below:

1.1.1 "**Customer Personal Data**" means any Personal Data made available by the Customer to the Company for purpose of processing by Company as part of the Services pursuant to or in connection with the Principle Agreement.

1.1.2 "**Data Protection Laws**" means Canadian privacy protection laws such as *Personal Information Protection and Electronic Documents Act* (a/k/a PIPEDA) and, to the extent applicable, the data protection or privacy laws of any other country, such as the European Union's *General Data Protection Regulation* (a/k/a GDPR).

1.1.3 "**Personal Data**" means any data that relates to an identified or identifiable natural person and where such data is protected under applicable Data Protection Laws.

1.1.4 "**Security Framework**" means required standards applicable to data centre operators under SOC 2, ISO 27001 and PCI DSS.

1.1.5 "**Service/s**" means the provisions of the Company's services for the Customer pursuant to the Principle Agreement that involves the processing of Customer Personal Data by the Company.

1.1.6 "**Subprocessor/s**" means any person (including any third party) appointed by the Company to process Customer's Personal Data made subject to the Services on behalf of any Customer in connection with the Principle Agreement.

2. Processing of Customer Personal Data

2.1 **Scope of this Addendum and Role of Parties.** This Addendum applies only to the extent that the Services require the Company to process Customer Personal Data. For the purpose of this Addendum, the Customer shall serve as the controller of the Customer Personal Data by issuing written instructions to the Company from time-to-time as how such Customer Personal Data is required to be processed by the Company.

2.2 **Instructions for Processing Personal Data.** Company shall only process Personal Data for the Customer only as reasonably necessary to the provision of the Services arising from the Principle Agreement (inclusive of this Addendum) and in accordance with Customer's documented instructions which, unless expressly agreed otherwise, shall at all times be

consistent and in accordance with the nature of the Principle Agreement. Company may refuse to process Personal Data for the Customer, if the Company, acting reasonably determines that doing so would be a violation any applicable law or Data Protection Laws. For clarity, such refusal shall not constitute a breach of the Principle Agreement by the Company.

2.3 **Compliance with Laws.** Company shall comply with all applicable laws, including the Data Protection Laws in the provisioning of Services. Subject to prior written notice being given to the Customer by the Company, the Customer shall be required to pay for any additional services or incurring of any expense in order for the Company to comply with Data Protection Laws applicable to the Services or to meet any industry standard that the Services by satisfy as required by the Customer relating to the Company processing Personal Data as part of the Services.

3. Company Personnel

3.1 **Personnel Reliability.** Company shall take reasonable steps to (i) require background screening and to ensure the reliability of any personnel who are involved in processing Personal Data for the Customer or the Customer environments in which the Personal Data is processed, ensuring in each case, such individuals are limited to only those strictly necessary therefor; and (ii) ensuring that any personnel are informed of the confidential nature of Personal Data, have received training, and are subject to confidentiality obligations or professional or statutory obligations of confidentiality.

3.2 **Data Protection Officer.** Company have appointed a data protection officer. The appointed person may be reached at contracts@qudatacentres.com.

4. Sub-processors

4.1 **Appointment of Subprocessors.** Customer authorizes the Company to appoint Subcontractors to process Customer Personal Data. Company shall be responsible for ensuring that each Subprocessor has entered into a written agreement requiring the Subprocessor to comply with terms no less protective than those provided in this Addendum. Company shall be liable for the acts and omissions of any Subprocessor to the same extent as if the acts and omissions were performed directly by Company.

5. Support in Complying with Data Subject Rights

5.1 **Requests from Data Subjects.** Customer acknowledges that, as part of the Services, the Customer is responsible for responding to any requests by data subjects (i.e.: the individuals to which Personal Data relates to) under any Data Protection Law, including any right of access, right of rectification, restriction of processing, right to be forgotten, data portability, objection to processing, or their rights not to be subjected to an automated decision making process ("**Data Subject Request**"). Company shall:

5.1.1 to the extent permitted by Data Protection Laws, promptly notify Customer if it receives a Data Subject Request; and

5.1.2 taking into account the nature of the pprocessing, reasonably assist Customer to fulfill the Customer's obligations to comply with Data Protection Laws in respect of such Data Subject Request.

5.2 **Government and Law Enforcement Authority Requests.** Unless prohibited by applicable law, Data Protection Law or a legally-binding request of law enforcement, Company shall

promptly notify Customer of any request by government agency or law enforcement authority for access to or seizure of any Customer Personal Data.

6. Breach Incident Notification.

6.1 **Breach notice.** Company shall notify the Customer as soon as practicably possible under the circumstances upon Company becoming aware of any breach of the Services affecting Customer Personal Data, but in no event shall such notification to the Customer take more than 72 hours from the time that the Company become aware of such breach. The Company will provide Customer with reasonably available information to allow the Customer to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws; the Parties acknowledge and agree that such reporting shall be at the sole election of the Customer. In this event, the Company shall co-operate with Customer and take such reasonable commercial steps as are directed by Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

7. Security

7.1 **Technical and Organizational Measures.** Company shall implement and maintain appropriate technical and organizational measures designed to protect the security, confidentiality and integrity of Customer Personal Data, including protecting Customer Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, such Personal Data in accordance with the Security Framework. Company regularly monitors compliance with these measures. Company reserves the right to update its technical and organizational measures and will not materially decrease the overall security of the Services pursuant to the Principle Agreement.

7.2 **Audit.** Customer agrees that Company's then-current record of compliance, attestation of compliance or certificate of compliance for ISO 27001, SOC2 and PCI DSS ("**Compliance Record**") as applicable to the Services, will be used to satisfy any audit or inspection requests by or on behalf of the Customer arising from this Addendum, and at the Customer's written request, a copy of the Compliance Record shall be provided to the Customer by Company. In the event that Customer, a regulator, or supervisory authority of the Customer requires additional information, including additional information necessary to demonstrate compliance with this Addendum, Company will use reasonable efforts to cooperate and make such information available.

7.3 **Customer Applications.** Customer acknowledges that if at any time it installs, uses or enables products or applications that operate on or in relations to the Services, but are not part of the Service itself, then by such action, Customer is instructing Company to cause the Service to allow such products or applications to operate and potentially access Customer Personal Data. Accordingly, this Addendum does not apply to the processing of Customer Personal Data or any other Personal Data by such products or applications.

7.4 **Return and Deletion of Personal Data.** Upon termination of the Services and to the extent that any Customer Personal Data remain on any part of the Services, the Company shall, at Customer's option, return and/or delete such Customer Personal Data in accordance with the terms of the Principle Agreement, and shall not retain any copies thereof unless Company is required to do so by applicable law.

8. Location and Storage of Personal Data. Services are provisioned from the Company's data centre facilities located in Canada; the Customer Personal Data will be processed and stored at one or more of those facilities, or a specific facility located in Canada that is expressly identified in the Service Order (or other similar type document).

9. General Terms

9.1 Without prejudice to the applicability of any Data Protection Laws:

9.1.1 the Parties to this Addendum hereby submit to the choice of jurisdiction stipulated in the Principle Agreement with respect to any disputes or claims howsoever arising under this Addendum; and

9.1.2 the obligations of Company arising hereunder are subject to and governed by applicable law, including Data Protection Laws.

9.2 With regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the Parties, including the Principle Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the Parties) agreements entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail.

9.3 Customer is responsible for coordinating all communication with Company with regard to this Addendum. Customer represents that, in relation to this Addendum, it is authorized to issue instructions; make and receive any communications or notifications; and enter into any agreement expressly contemplated herein for and on behalf of the individuals to which the Customer Personal Data relates.

9.4 Company's aggregate liability to the Customer arising from a breach of this Addendum shall be subject to the terms of the Principle Agreement. No third party shall have any rights under this Addendum.