



This Fusebill Data Processing Addendum (“**Addendum**”) amends the Fusebill Services Agreement (the “**Agreement**”) by and between you and Fusebill Inc., a Canadian corporation with offices at 232 Herzberg Road, Suite 203, Kanata, ON, K2K 2A1.

1. DEFINITIONS

(a) “**Data Protection Legislation**” means European Directives 95/46/EC and 2002/58/EC, and any legislation and/or regulation implementing or made pursuant to them, or which amends or replaces any of them (including the General Data Protection Regulation, Regulation (EU) 2016/679);

(b) “**Data Processor**”, “**Data Subject**”, “**Processor**”, “**Processing**”, “**Subprocessor**”, and “**Supervisory Authority**” shall be interpreted in accordance with applicable Data Protection Legislation;

(c) “**Personal Data**” as used in this Addendum means information relating to an identifiable or identified Data Subject who visits or engages in transactions through your instance of the Fusebill application, and which Fusebill Processes as a Data Processor in the course of providing you with the Service.

(d) All other capitalized terms in this Addendum shall have the same definition as in the Agreement.

2. DATA PROTECTION

2.1 When Fusebill Processes Personal Data in the course of providing the Service, Fusebill will:

2.1.1 Process the Personal Data as a Data Processor, only for the purpose of providing the Service in accordance with documented instructions from you (provided that such instructions are commensurate with the functionalities of the Service), and as may subsequently be agreed to by you. If Fusebill is required by law to Process the Personal Data for any other purpose, Fusebill will provide you with prior notice of this requirement, unless Fusebill is prohibited by law from providing such notice;

2.1.2. notify you if, in Fusebill’s opinion, your instruction for the processing of Personal Data infringes applicable Data Protection Legislation;

2.1.3. notify you promptly, to the extent permitted by law, upon receiving an inquiry or complaint from a Data Subject or Supervisory Authority relating to Fusebill’s Processing of the Personal Data;

2.1.4. implement and maintain appropriate technical and organizational measures to protect the Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. These measures shall be appropriate to the

harm which might result from any unauthorized or unlawful processing, accidental loss, destruction, damage or theft of Personal Data and appropriate to the nature of the Personal Data which is to be protected;

2.1.5. provide you, upon request, with up-to-date attestations, reports or extracts thereof, where available, from a source charged with auditing Fusebill's data protection practices (e.g. external auditors, internal audit, data protection auditors), or suitable certifications, to enable you to assess compliance with the terms of this Addendum;

2.1.6. notify you promptly (and in any event, in accordance with the Data Protection Legislation) upon becoming aware of and confirming any accidental, unauthorized, or unlawful processing of, disclosure of, or access to the Personal Data;

2.1.7. ensure that its personnel who access the Personal Data are subject to confidentiality obligations that restrict their ability to disclose the Personal Data; and

2.1.8. upon termination of the Agreement, promptly initiate its purge process to delete or anonymize the Personal Data.

2.2 In the course of providing the Service, you acknowledge and agree that Fusebill may use Subprocessors to Process the Personal Data. Fusebill's use of any specific Subprocessor to process the Personal Data must be in compliance with the Data Protection Legislation and must be governed by a contract between Fusebill and the Subprocessor.

3. MISCELLANEOUS

3.1 In the event of any conflict or inconsistency between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall prevail. For avoidance of doubt and to the extent allowed by applicable law, any and all liability under this Addendum, including limitations thereof, will be governed by the relevant provisions of the Agreement. You acknowledge and agree that Fusebill may amend this Addendum from time to time by posting the relevant amended and restated Addendum on the Fusebill website, available at www.fusebill.com and such amendments to the Addendum are effective as of the date of posting. Your continued use of the Service after the amended Addendum is posted to the Fusebill website constitutes your agreement to, and acceptance of, the amended Addendum. If you do not agree to any changes to the Addendum, do not continue to use the Service.

3.2 Save as specifically modified and amended in this Addendum, all of the terms, provisions and requirements contained in the Agreement shall remain in full force and effect and govern this Addendum. If any provision of the Addendum is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Addendum shall remain operative and binding on the parties.

3.3 The terms of this Addendum shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to principles of conflicts of laws. The parties irrevocably and unconditionally submit to the exclusive

jurisdiction of the courts of the Province of Ontario with respect to any dispute or claim arising out of or in connection with this Addendum.