

## ORDO™: Data Processing Addendum

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This Data Processing Addendum (“DPA”) applies to the extent that GBS Processes Your Personal Data for, or on your behalf. In the event of a conflict between this DPA and the underlying services agreement between GBS and you (the “Agreement”), the terms and conditions set forth in this DPA shall supersede and control with respect to the conflict. For the avoidance of doubt, the terms or conditions set forth in the Agreement that are not otherwise addressed herein shall remain in full force and effect. All capitalized terms that are used, but not defined in this DPA, shall be ascribed the meaning set forth in the Agreement.

### DATA PROCESSING TERMS

#### Definitions

For purposes of this DPA, the following terms shall apply:

<b>California Consumer Privacy Act (CCPA)</b>	means the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (CPRA) and other applicable amendments thereto, and includes all applicable implementing regulations.
<b>Your Personal Data</b>	means Personal Data inputted into the Services that GBS Processes on your behalf pursuant to the Agreement.
<b>Data Protection Law</b>	means all federal, state, and local data privacy laws in the United States, including but not limited to the CCPA, Colorado Privacy Act, Connecticut Data Privacy Act, Delaware Online Privacy and Protection Act, Montana Consumer Data Privacy Act, Oregon Consumer Privacy Act, Utah Consumer Privacy Act, Virginia Consumer Data Protection Act, and implementing rules and regulations of the foregoing.
<b>Data Subject</b>	means the natural person whose Personal Data is Processed by GBS.
<b>Documented Instructions</b>	means the Processing terms and conditions set forth in the Agreement and this DPA.
<b>Information System</b>	means any information or telecommunication system, network, equipment, hardware, or software employed or otherwise used with respect to the Processing of Your Personal Data.
<b>Personal Data</b>	means any information or data that, alone or in combination with other information or data, can be used to reasonably identify a particular individual, household, or device, and is subject to, or otherwise afforded protection under, an applicable Data Protection Law.
<b>Process, Processes, Processing</b>	means any action performed on Your Personal Data, including collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure, transfer or otherwise making available, alignment or combination, restriction, deletion, or destruction.
<b>Security Event</b>	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Your Personal Data.

<b>Sell and Sale</b>	shall be ascribed the meaning set forth in the CCPA.
<b>Share or Sharing</b>	shall be ascribed the meaning set forth in the CCPA.
<b>Subcontractors</b>	means any third party engaged by GBS to Process Your Personal Data on its behalf.

## PROCESSING RIGHTS AND OBLIGATIONS

**Roles and Responsibilities.** The nature and scope of processing of Your Personal Data pursuant to this DPA is set forth in Annex I. For purposes of this DPA, you shall be considered a data controller (or a “business” within the meaning of the CCPA), and GBS shall be considered a data processor (or a “service provider” within the meaning of the CCPA). GBS shall process Your Personal Data only in accordance with the Documented Instructions, except to the extent otherwise required by law. In the event GBS is compelled by law to Process Your Personal Data other than in accordance with the terms and conditions set forth in the Documented Instructions, GBS shall notify you of that legal requirement prior to Processing, unless such notification is expressly prohibited by law.

**Data Ownership.** As between you and GBS, you own Your Personal Data, and all Your Personal Data shall remain your property. You hereby grant to GBS and its affiliates a worldwide, non-exclusive, sublicensable, royalty-free right and license to Process Your Personal Data to the extent reasonably necessary to provide, monitor, and modify the Services or as otherwise set forth herein. GBS may collect and retain, during and after the term of the agreement: (i) anonymized data that is automatically generated by the Services in connection with your use, configuration and deployment of the Services, including patterns identified through the use of algorithms regarding credentialing and access requests, log data and data regarding the performance and availability of the Services, and (ii) Your Personal Data that has been anonymized in such a manner that it is not, alone or in combination with other data, reasonably identifiable to you and is aggregated with the data of other customers (such data described in this Section 2.2 (i) and (ii), collectively, “Usage Data”). GBS solely owns and may use and exploit Usage Data, provided that such Usage Data cannot be used to reasonably identify you or any of your clients or employees.

**Your Obligations.** You acknowledge and agree that you shall be responsible for the following: (i) the accuracy, quality, and legality of Your Personal Data submitted and transmitted to the Services, or otherwise provided to GBS, (ii) complying with all necessary transparency and lawfulness requirements for the collection and use of the Your Personal Data , including obtaining any necessary consents and authorizations, and (iii) ensuring you and each Authorized User has the right to transfer Your Personal Data to GBS or submit or input Your Personal Data into the Services. You shall not, without GBS’s advanced, written consent, provide GBS with (i) Sensitive Personal Data, or (ii) Personal Data that is subject to, or otherwise afforded protection under, any foreign data protection legislation, including but not limited to the European Union, General Data Protection Regulation.

**CCPA/CPRA Disclaimer.** Each party acknowledges and agrees that the disclosure of Your Personal Data to the other does not constitute, and is not the intent of either party for such disclosure to constitute, a Sale or Sharing of Your Personal Data, and if valuable consideration, monetary or otherwise, is being provided by either party, such valuable consideration, monetary or otherwise, is being provided for the rendering of Services and not for the disclosure of Your Personal Data . GBS (i) shall not collect, retain, use, or disclose Your Personal Data for any purpose (including for any commercial purpose) other than for the specific purpose of performing the Services, unless otherwise required by law, (ii) shall not Sell or Share Your Personal Data , except as necessary to satisfy its obligations under the Agreement, (iii) shall not collect,



retain, use, or disclose Your Personal Data outside the direct business relationship between GBS and you, unless expressly permitted by law, (iv) shall not combine Your Personal Data that GBS receives from, or on your behalf, with Personal Data that GBS receives from, or on behalf of, another party, or collects from its own interaction with a Data Subject, except to the extent reasonably necessary to provide the Services and as expressly permitted by law, and (v) shall, at your reasonable request, cease any unauthorized Processing of and grant you authorization to assess and remediate any such unauthorized Processing. This DPA is GBS's certification, to the extent the CCPA or any other applicable Data Protection Law requires such a certification, that GBS understands and will comply with the Processing limitations with respect to Your Personal Data that are set forth in the Documented Instructions. The parties acknowledge and agree that GBS shall Process Your Personal Data only for the specific "business purpose" of performing the Services set forth in the Agreement.

## CONFIDENTIALITY AND INFORMATION SECURITY

**Confidentiality.** GBS shall implement commercially reasonable measures designed to (i) maintain the confidentiality of Your Personal Data, (ii) ensure that all individuals who are authorized to Process Your Personal Data on its behalf have committed themselves to confidentiality, and (iii) limit access to Your Personal Data to only those individuals who have a business need for such access.

**Information Security.** GBS shall (i) maintain the confidentiality of all Your Personal Data, (ii) implement measures designed to limit access to Your Personal Data to only those individuals who have a business need for such access, and (iii) take reasonable steps to ensure the reliability of all individuals who have access to Your Personal Data. GBS shall implement and maintain commercially reasonable technical and organizational security controls to protect and safeguard Your Personal Data from a Security Event, which shall include written policies describing its security controls and measures and the relevant procedures and responsibilities of GBS personnel who have access to Your Personal Data ("**Information Security Program**"). GBS shall designate a senior employee to be responsible for the overall management of GBS's Information Security Program. GBS shall, upon request (but not more frequently than annually) respond to questionnaires and other similar requests for information regarding GBS's compliance with its Information Security Program.

## COOPERATION AND ASSISTANCE; RETURN OF YOUR PERSONAL DATA

**Cooperation and Assistance.** GBS shall provide commercially reasonable assistance to you to enable you to comply with its obligations and responsibilities under any applicable Data Protection Law, including with respect to providing access to, correcting, and deleting Your Personal Data in response to Data Subjects exercising their rights and privileges under applicable Data Protection Laws. GBS shall, to the extent legally permitted, promptly notify you if GBS receives a correspondence, inquiry, complaint, request, or demand (collectively or individually, a "**Data Notice**") concerning the Processing of Your Personal Data. Notwithstanding the foregoing, in response to any such Data Notice, GBS may furnish your email contact information and request the Data Notice be submitted directly to you.

**Return or Destruction of Your Personal Data.** Upon termination of the Services, GBS shall delete or return all Your Personal Data in accordance with applicable Data Protection Law, provided GBS shall not be required to delete or return to you any Your Personal Data that GBS is required by applicable law or order of a governmental or regulatory body to retain, or is required for GBS to enforce or defend its legal rights or interests under this DPA. Notwithstanding the foregoing, GBS shall not be required to delete or return to you any Your Personal Data archived on backup systems if GBS securely isolates such Your Personal Data.



and protects it from any further Processing and such Your Personal Data is deleted in accordance with GBS's standard overwriting and deletion policies.

**Security Event Procedures.** GBS shall, where legally required, undertake the following: (i) notify you of a Security Event when it discovers the same and in accordance with notification timeframes set forth in applicable Data Protection Law, (ii) provide timely information to you relating to the Security Event as it becomes known or as is reasonably requested by you, and (iii) promptly take reasonable steps to contain, investigate, and mitigate any Security Event. Any action taken by GBS in accordance with this section shall not be interpreted or construed as an admission of liability, wrongdoing, or fault.

**Audits.** GBS shall (i) upon request (but not more frequently than annually) respond to questionnaires and similar requests for information provided by you to demonstrate GBS's compliance with GBS's obligations under this DPA, and (ii) periodically use independent external auditors to verify the adequacy of its written Information Security Program. If the information and reports described in the foregoing (i) and (ii) do not demonstrate GBS's compliance with its obligations and responsibilities set forth in this DPA, you may conduct an inspection or audit of GBS's business operations, or have the same conducted by a qualified third party subject to a nondisclosure agreement, provided (i) you furnish GBS at least thirty (30) days' advanced written notice, (ii) the inspection or audit is conducted during GBS's regular business hours and does not involve penetration testing, vulnerability scanning, or other technical security testing, and (iii) the inspection or audit is conducted in a manner that does not materially interrupt GBS's business operations. You shall be solely responsible for all reasonable costs and fees associated with the inspection or audit described herein, unless the results demonstrate GBS's non-compliance with this DPA. You shall immediately provide the results or conclusions of any inspection, test, or audit conducted to GBS, and GBS shall promptly remediate or resolve any significant or material vulnerability or deficiency identified therein.

## SUBCONTRACTING

**Subcontractors.** You hereby acknowledge and agree that GBS may authorize the use of Subcontractors to assist with its provision of Services to You, provided GBS executes with any such Subcontractor a written agreement that contains terms and conditions that are substantially the same as, and in any event no less stringent than, the terms and conditions set forth in this DPA. GBS shall undertake all reasonable efforts to ensure that any such Subcontractor can comply, and is in compliance, with the terms and conditions set forth in this DPA. GBS shall, at any and all times, remain liable to You for any and all acts or omissions of a Subcontractor. For the avoidance of doubt, GBS shall ensure that any and all obligations and responsibilities applicable to GBS pursuant to this DPA shall apply to any and all Subcontractors.

**Miscellaneous.** This DPA is hereby incorporated into, and forms an integral part of, the Agreement. Each party's execution of the Agreement shall be deemed execution of, and agreement to, this DPA. This DPA will be governed by and construed in accordance with governing law provisions set forth in the Agreement, and in the event no such provisions exist, then this DPA shall be governed by and construed in accordance with the laws of Ohio. References in this DPA to "writing" or "written" include e-mail communications and certified mail.