



**DATA PROCESSING  
STATEMENT FOR ERM  
SUBSCRIPTION SERVICES**

This Data Processing Statement applies to, and forms part of, the Agreement for Subscription Services between ERM and the Client. Capitalized terms not defined in this Data Processing Statement are defined elsewhere in the Agreement.

## 1. DEFINITIONS

- 1.1 **"Audit"** and **"Audit Parameters"** are defined in clause 9.3 below.
- 1.2 **"Audit Report"** is defined in clause 9.2.1 below.
- 1.3 **"Controller"** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of Processing of Personal Data.
- 1.4 **"Client Instructions"** means: (i) Processing to provide the Services and perform ERM's obligations in the Agreement (including this Data Processing Statement) and (ii) other reasonable documented instructions of Client consistent with the terms of the Agreement.
- 1.5 **"Client Personal Data"** means Personal Data in Client Data (as defined in the Agreement).
- 1.6 **"Data Protection Laws"** means all laws and regulations applicable to the Processing of Client Personal Data under the Agreement, including, as applicable: (i) the California Consumer Privacy Act, as amended by the California Privacy Rights Act, and any binding regulations promulgated thereunder ("**CCPA**"), (ii) the General Data Protection Regulation (Regulation (EU) 2016/679) ("**EU GDPR**" or "**GDPR**"), (iii) the Swiss Federal Act on Data Protection ("**FADP**"), (iv) the EU GDPR as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the "**UK GDPR**") and (v) the UK Data Protection Act 2018; in each case, as updated, amended or replaced from time to time.
- 1.7 **"Data Subject"** means the identified or identifiable natural person to whom Client Personal Data relates.
- 1.8 **"EEA"** means European Economic Area.
- 1.9 **"Personal Data"** means information about an identified or identifiable natural person or which otherwise constitutes "personal data", "personal information", "personally identifiable information" or similar terms as defined in Data Protection Laws.
- 1.10 **"Processing"** and inflections thereof refer to any operation or set of operations that 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.
- 1.11 **"Processor"** means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller.
- 1.12 **"Restricted Transfer"** means: (i) where EU GDPR applies, a transfer of Client Personal Data from the EEA to a country outside the EEA that is not subject to an adequacy determination, (ii) where UK GDPR applies, a transfer of Client Personal Data from the United Kingdom to any other country that is not subject to an adequacy determination or (iii) where FADP applies, a transfer of Client

Personal Data from Switzerland to any other country that is not subject to an adequacy determination.

- 1.13 “**Schedule**” means any of the Schedules attached to this Data Processing Statement.
- 1.14 “**Security Incident**” means any breach of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Client Personal Data being Processed by ERM.
- 1.15 “**Specified Notice Period**” is 48 hours.
- 1.16 “**Subprocessor**” means any third party authorized by ERM to Process any Client Personal Data.
- 1.17 “**Subprocessor List**” means the list of ERM’s Subprocessors as identified in Schedule 5.

## 2. SCOPE AND DURATION

- 2.1 This Data Processing Statement applies to ERM as a Processor of Client Personal Data and to Client as a Controller or Processor of Client Personal Data.
- 2.2 This Data Processing Statement applies to ERM’s Processing of Client Personal Data under the Agreement to the extent such Processing is subject to Data Protection Laws. This Data Processing Statement is governed by the governing law of the Agreement unless otherwise required by Data Protection Laws.
- 2.3 This Data Processing Statement commences on the Effective Date and terminates upon expiration or termination of the Agreement (or, if later, the date on which ERM has ceased all Processing of Client Personal Data).
- 2.4 In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the Order Form, (2) any Standard Contractual Clauses or other measures to which the Parties have agreed in Schedule 3 (Cross-Border Transfer Mechanisms) or Schedule 4 (Region-Specific Terms), (3) this Data Processing Statement and (4) the Agreement. To the fullest extent permitted by Data Protection Laws, any claims brought in connection with this Data Processing Statement (including its Schedules) will be subject to the terms and conditions, including, but not limited to, the exclusions and limitations, set forth in the Agreement.

## 3. PROCESSING OF PERSONAL DATA

### 3.1 Client Instructions

- 3.1.1 ERM will Process Client Personal Data as a Processor only: (i) in accordance with Client Instructions or (ii) to comply with ERM’s obligations under applicable laws, subject to any notice requirements under Data Protection Laws.
- 3.1.2 Details regarding the Processing of Client Personal Data by ERM are set forth in Schedule 1 (Subject Matter and Details of Processing).
- 3.1.3 ERM will notify Client if it receives an instruction that ERM reasonably determines infringes Data Protection Laws (but ERM has no obligation to actively monitor Client’s compliance with Data Protection Laws).

### 3.2 Confidentiality

- 3.2.1 ERM will protect Client Personal Data in accordance with its confidentiality obligations as set forth in the Agreement.
- 3.2.2 ERM will ensure personnel who Process Client Personal Data either enter into written confidentiality agreements or are subject to statutory obligations of confidentiality.

### 3.3 Compliance with Laws

- 3.3.1 ERM and Client will each comply with Data Protection Laws in their respective Processing of Client

## Personal Data.

- 3.3.2 Client will comply with Data Protection Laws in its issuing of Client Instructions to ERM. Client will ensure that it has established all necessary lawful bases under Data Protection Laws to enable ERM to lawfully Process Client Personal Data for the purposes contemplated by the Agreement (including this Data Processing Statement), including, as applicable, by obtaining all necessary consents from, and giving all necessary notices to, Data Subjects.
- 3.3.3 The Parties will work together in good faith to negotiate an amendment to this Data Processing Statement as either party reasonably considers necessary to address the requirements of Data Protection Laws from time to time.

## 4. SUBPROCESSORS

- 4.1 Client generally authorizes ERM to engage Subprocessors to Process Client Personal Data. Client further agrees that ERM may engage members of its Group as Subprocessors.
- 4.2 ERM will: (i) enter into a written agreement with each Subprocessor imposing data Processing and protection obligations substantially the same as those set out in this Data Processing Statement and (ii) remain liable for compliance with the obligations of this Data Processing Statement and for any acts or omissions of a Subprocessor that cause ERM to breach any of its obligations under this Data Processing Statement.
- 4.3 ERM will keep its Subprocessor List updated.
- 4.4 Notice of New Subprocessors
- 4.4.1 ERM may update the Subprocessor List from time to time. At least 30 days before any new Subprocessor Processes any Client Personal Data, ERM will add such Subprocessor to the Subprocessor List and notify Customer through email or other means specified in the Agreement.
- 4.4.2 If, within 30 days after notice of a new Subprocessor, Client notifies ERM in writing that Client objects to ERM's appointment of such new Subprocessor based on reasonable data protection concerns, the Parties will discuss such concerns in good faith.
- 4.4.3 If the parties are unable to reach a mutually agreeable resolution to Client's objection to a new Subprocessor, Client, as its sole and exclusive remedy, may terminate the Agreement for convenience and ERM will refund any prepaid, unused fees for the terminated portion of the Term.

## 5. SECURITY

- 5.1 ERM will implement and maintain reasonable and appropriate technical and organizational measures, procedures and practices, as appropriate to the nature of the Client Personal Data, that are designed to protect the security, confidentiality, integrity and availability of Client Personal Data and protect against Security Incidents, and as further described in Schedule 2 (Technical and Organizational Measures). ERM will regularly monitor its compliance with its security measures and Schedule 2 (Technical and Organizational Measures).
- 5.2 Incident Notice and Response
- 5.2.1 ERM will implement and follow procedures to detect and respond to Security Incidents.
- 5.2.2 ERM will: (i) notify Client without undue delay and, in any event, not later than the Specified Notice Period, after becoming aware of a Security Incident affecting Client and (ii) make reasonable efforts to identify the cause of the Security Incident, mitigate the effects and remediate the cause to the extent within ERM's reasonable control.
- 5.2.3 Upon Client's request and taking into account the nature of the applicable Processing, ERM will assist Client by providing, when available, information reasonably necessary for Client to meet its Security Incident notification obligations under Data Protection Laws.
- 5.2.4 Client acknowledges that ERM's notification of a Security Incident is not an acknowledgement by

ERM of its fault or liability.

5.2.5 Security Incidents do not include unsuccessful attempts or activities that do not compromise the security of Client Personal Data, including unsuccessful login attempts, pings, port scans, denial of service attacks or other network attacks on firewalls or networked systems.

### 5.3 Client Responsibilities

5.3.1 Client is responsible for reviewing the information made available by ERM relating to data security and making an independent determination as to whether the Services meet Client's requirements and legal obligations under Data Protection Laws.

5.3.2 Client is solely responsible for complying with Security Incident notification laws applicable to Client and fulfilling any obligations to give notices to government authorities, affected individuals or others relating to any Security Incidents.

## 6. DATA PROTECTION IMPACT ASSESSMENT

6.1 Upon Client's request and taking into account the nature of the applicable Processing, to the extent such information is available to ERM, ERM will assist Client in fulfilling Client's obligations under Data Protection Laws to carry out a data protection impact or similar risk assessment related to Client's use of the Services, including, if required by Data Protection Laws, by assisting Client in consultations with relevant government authorities.

## 7. DATA SUBJECT REQUESTS

7.1 Upon Client's request and taking into account the nature of the applicable Processing, ERM will assist Client by appropriate technical and organizational measures, insofar as possible, in complying with Client's obligations under Data Protection Laws to respond to requests from individuals to exercise their rights under Data Protection Laws, provided that Client cannot reasonably fulfill such requests independently (including through use of the Subscription Services).

7.2 If ERM receives a request from a Data Subject in relation to the Data Subject's Client Personal Data, ERM will notify Client and advise the Data Subject to submit the request to Client (but not otherwise communicate with the Data Subject regarding the request except as may be required by Data Protection Laws), and Client will be responsible for responding to any such request.

## 8. DATA RETURN OR DELETION

8.1 During the Term, Client may, through the features of the Subscription Services (if such features are provided by the Subscription Services) or such other means specified in the Agreement, access, return to itself or delete Client Personal Data.

### 8.2 Post Termination

8.2.1 Following termination or expiration of the Agreement, ERM will, in accordance with its obligations under the Agreement, delete all Client Personal Data from ERM's systems.

8.2.2 Deletion will be in accordance with industry-standard secure deletion practices. ERM will issue a certificate of deletion upon Client's request.

8.2.3 Notwithstanding the foregoing, ERM may retain Client Personal Data: (i) as required by Data Protection Laws or (ii) in accordance with its standard backup or record retention policies, provided that, in either case, ERM will (x) maintain the confidentiality of, and otherwise comply with the applicable provisions of this Data Processing Statement with respect to, retained Client Personal Data and (y) not further Process retained Client Personal Data except for such purpose(s) and

duration specified in such applicable Data Protection Laws.

## 9. AUDITS

9.1 ERM will keep records of its Processing in compliance with Data Protection Laws and, upon Client's request, make available to Client any records reasonably necessary to demonstrate compliance with ERM's obligations under this Data Processing Statement and Data Protection Laws.

### 9.2 Third-Party Compliance Program

9.2.1 ERM will describe its third-party audit and certification programs (if any) and make summary copies of its audit reports (each, an "**Audit Report**") available to Client upon Client's written request at reasonable intervals (subject to confidentiality obligations).

9.2.2 Client may share a copy of Audit Reports with relevant government authorities as required upon their request.

9.2.3 Client agrees that any audit rights granted by Data Protection Laws will be satisfied by Audit Reports and the procedures of clause 9.3 (Client Audit) below.

### 9.3 Client Audit

9.3.1 Subject to the terms of this clause 9.3, Client has the right, at Client's expense, to conduct an audit of reasonable scope and duration pursuant to a mutually agreed-upon audit plan with ERM that is consistent with the Audit Parameters (an "**Audit**").

9.3.2 Client may exercise its Audit right: (i) to the extent ERM's provision of an Audit Report does not provide sufficient information for Client to verify ERM's compliance with this Data Processing Statement or the Parties' compliance with Data Protection Laws, (ii) as necessary for Client to respond to a government authority audit or (iii) in connection with a Security Incident.

9.3.3 Each Audit must conform to the following parameters ("**Audit Parameters**"): (i) be conducted by an independent third party that will enter into a confidentiality agreement with ERM, (ii) be limited in scope to matters reasonably required for Client to assess ERM's compliance with this Data Processing Statement and the Parties' compliance with Data Protection Laws, (iii) occur at a mutually agreed date and time and only during ERM's regular business hours, (iv) occur no more than once annually (unless required under Data Protection Laws or in connection with a Security Incident), (v) cover only facilities controlled by ERM, (vi) restrict findings to Client Personal Data only and (vii) treat any results as confidential information to the fullest extent permitted by Data Protection Laws.

## 10. CROSS-BORDER TRANSFERS/REGION-SPECIFIC TERMS.

10.1 ERM (and members of its Group) may Process and transfer Client Personal Data globally as necessary to provide the Services.

10.2 If ERM engages in a Restricted Transfer, it will comply with Schedule 3 (Cross-Border Transfer Mechanisms).

10.3 To the extent that ERM Processes Client Personal Data protected by Data Protection Laws in one of the regions listed in Schedule 4 (Region-Specific Terms), then the terms specified therein with respect to the applicable jurisdiction(s) will apply in addition to the terms of this Data Processing Statement.

*This Data Processing Statement uses the standard [Bonterms Data Protection Addendum \(version 1.0\)](#), which has been designed with balanced positions in mind to meet the needs of both Parties. These terms are free to use under [CC BY 4.0](#). ERM has modified these terms to align them with the structure and defined terms used in the Agreement*

## SCHEDULE 1: SUBJECT MATTER AND DETAILS OF PROCESSING

<b>Client / 'Data Exporter' Details</b>	
Name	As specified in the Order Form
Contact details for data protection	As specified in the Order Form.
Main address	As specified in the Order Form.
Customer activities	As specified in the Order Form.
Role	Controller

<b>ERM / 'Data Importer' Details</b>	
Name	As specified in the Order Form
Contact details for data protection	As specified in the Order Form.
Main address	As specified in the Order Form.
Customer activities	As specified in the Order Form.
Role	Processor

<b>Details of Processing</b>	
Categories of Data Subjects	Users of the Subscription Services
Categories of Client Personal Data	Name, professional email address, user name
Sensitive Categories of Data and additional associated restrictions /safeguards	None
Nature of the Processing	Via the Subscription Services
Purpose of the Processing	To provide the Subscription Services
Duration of Processing / retention period	For the Term and post termination in accordance with the terms of the Agreement.
Categories of Data Subjects	Users of the Subscription Services

## SCHEDULE 2: TECHNICAL AND ORGANIZATIONAL MEASURES

### **General Information Security Management**

ERM has a dedicated Cyber and Information Security team responsible for maintaining security and implementing security roadmap enhancements across its organization. A comprehensive set of global information security policies and standards are maintained and reviewed at least annually. ERM's Information Security Management System (ISMS), global information security policies, risk management practices, and security controls are aligned with ISO/IEC 27001.

### **Secure Development**

Development teams within ERM align their development practices with an internal Secure Development Life Cycle (SDLC). An internal assurance program is maintained to ensure that ERM products comply with the SDLC and ERM's global information security policies and standards.

### **Access Control**

Access to the underlying SaaS Platform infrastructure and development platforms is strictly controlled. Access is only provisioned to authorized employees following the principle of least privilege.

### **Technology Resilience**

Annual business impact assessments (BIA) are performed against business-critical services and systems. Technology resilience plans containing business continuity and disaster recovery requirements are implemented for ERM's business-critical services.

### **Asset Management**

ERM's Subscription Services infrastructure assets are centrally managed within the cloud hosting management platform/AWS/Azure (as applicable).

### **Physical Security**

ERM's Subscription Services are hosted within AWS/Azure data centers which employ strong physical security controls.

### **Personnel Security**

ERM includes provisions for confidentiality and non-disclosure in all employment agreements and contracts where local jurisdiction law allows. All ERM employees and temporary workers undertake mandatory information security training within their first ten days of employment and annually thereafter. Phishing simulations are conducted to evaluate the awareness of employees and the effectiveness of security training.

### **Incident Management**

ERM maintains an Information Security Incident Management Policy, a Security Incident Response Plan, and supporting runbooks and procedures to ensure a consistent approach to incident management. The incident response plan is tested annually to ensure its effectiveness in a real incident scenario.

### **Internet Protection**

ERM protects all internet-based traffic originating from an ERM endpoint through security tooling which provides a protected web gateway. The tooling utilized also provides intrusion prevention capabilities. All endpoint internet traffic is routed through the proxy software, which enforces various policies to block access to malicious content. TLS inspection is performed to identify threats in encrypted channels and all downloads are run in a sandbox environment to protect endpoints from malicious content.

### **Supply Chain Risk Management**

ERM's third parties are continually monitored for security risk using dedicated supply chain risk management tooling.



**SCHEDULE 3: CROSS-BORDER TRANSFER MECHANISMS**

1. **Definitions.** Capitalized terms not defined in this Schedule are defined in the Data Processing Statement.
  - a. **"EU Standard Contractual Clauses"** or **"EU SCCs"** means the Standard Contractual Clauses approved by the European Commission in decision 2021/914.
  - b. **"UK International Data Transfer Agreement"** means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner, Version B1.0, in force as of March 21, 2022.
  - c. **"Designated EU Governing Law"** means the laws of Ireland.
  - d. **"Designated EU Member State"** means Ireland.
2. **EU Transfers.** Where Client Personal Data is protected by EU GDPR and is subject to a Restricted Transfer, the following applies:
  - a. The EU SCCs are hereby incorporated by reference as follows:
    - i. Module 2 (Controller to Processor) applies where Client is a Controller of Client Personal Data and ERM is a Processor of Client Personal Data;
    - ii. Module 3 (Processor to Processor) applies where Client is a Processor of Client Personal Data (on behalf of a third-party Controller) and ERM is a Processor of Client Personal Data;
    - iii. Client is the "data exporter" and ERM is the "data importer"; and
    - iv. by entering into this Data Processing Statement, each Party is deemed to have signed the EU SCCs (including their Annexes) as of the Effective Date.
  - b. For each Module, where applicable the following applies:
    - i. the optional docking clause in Clause 7 does not apply;
    - ii. in Clause 9, Option 2 will apply, the minimum time period for prior notice of Subprocessor changes shall be as set out in Section 4.3 of this Data Processing Statement, and ERM shall fulfill its notification obligations by notifying Client of any Subprocessor changes in accordance with clause 4.4 of this Data Processing Statement;
    - iii. in Clause 11, the optional language does not apply;
    - iv. in Clause 13, all square brackets are removed with the text remaining;
    - v. in Clause 17, Option 1 will apply, and the EU SCCs will be governed by Designated EU Governing Law;
    - vi. in Clause 18(b), disputes will be resolved before the courts of the Designated EU Member State;
    - vii. Schedule 1 (Subject Matter and Details of Processing) to this Data Processing Statement contains the information required in Annex 1 of the EU SCCs; and
    - viii. Schedule 2 (Technical and Organizational Measures) to this Data Processing Statement contains the information required in Annex 2 of the EU SCCs.
  - c. Where context permits and requires, any reference in this Data Processing Statement to the EU SCCs shall be read as a reference to the EU SCCs as modified in the manner set forth in this paragraph 2.
3. **Swiss Transfers.** Where Client Personal Data is protected by the FADP and is subject to a Restricted Transfer, the following applies:

- a. The EU SCCs apply as set forth in paragraph 2 (EU Transfers) of this Schedule 3 with the following modifications:
    - i. in Clause 13, the competent supervisory authority shall be the Swiss Federal Data Protection and Information Commissioner;
    - ii. in Clause 17 (Option 1), the EU SCCs will be governed by the laws of Switzerland;
    - iii. in Clause 18(b), disputes will be resolved before the courts of Switzerland;
    - iv. the term Member State must not be interpreted in such a way as to exclude Data Subjects in Switzerland from enforcing their rights in their place of habitual residence in accordance with Clause 18(c); and
    - v. all references to the EU GDPR in this Data Processing Statement are also deemed to refer to the FADP.
4. **UK Transfers.** Where Customer Personal Data is protected by the UK GDPR and is subject to a Restricted Transfer, the following applies:
- a. The EU SCCs apply as set forth in paragraph 2 (EU Transfers) of this Schedule 3 with the following modifications:
    - i. each Party shall be deemed to have signed the "UK Addendum to the EU Standard Contractual Clauses" ("**UK Addendum**") issued by the Information Commissioner's Office under section 119 (A) of the Data Protection Act 2018;
    - ii. the EU SCCs shall be deemed amended as specified by the UK Addendum in respect of the transfer of Client Personal Data;
    - iii. in Table 1 of the UK Addendum, the Parties' key contact information is located in Schedule 1 (Subject Matter and Details of Processing) to this Data Processing Statement;
    - iv. in Table 2 of the UK Addendum, information about the version of the EU SCCs, modules and selected clauses which this UK Addendum is appended to are located above in this Schedule 3;
    - v. in Table 3 of the UK Addendum:
      - 1. the list of parties is located in Schedule 1 (Subject Matter and Details of Processing) to this Data Processing Schedule;
      - 2. the description of transfer is located in Schedule 1 (Subject Matter and Details of Processing) to this Data Processing Statement;
      - 3. Annex II is located in Schedule 2 (Technical and Organizational Measures) to this Data Processing Statement; and
      - 4. the list of Subprocessors is located in Schedule 5 (Subprocessor List) to this Data Processing Statement.
      - 5. in Table 4 of the UK Addendum, both the Importer and the Exporter may end the UK Addendum in accordance with its terms (and the respective box for each is deemed checked); and
      - 6. in Part 2: Part 2 – Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with section 119 (A) of the Data Protection Act 2018 on 2 February 2022, as it is revised under section 18 of those Mandatory Clauses.

## SCHEDULE 4: REGION-SPECIFIC TERMS

### A. CALIFORNIA

1. **Definitions.** CCPA and other capitalized terms not defined in this Schedule are defined in the Data Processing Statement.
  - a. "business purpose", "commercial purpose", "personal information", "sell", "service provider" and "share" have the meanings given in the CCPA.
  - b. The definition of "Data Subject" includes "consumer" as defined under the CCPA.
  - c. The definition of "Controller" includes "business" as defined under the CCPA.
  - d. The definition of "Processor" includes "service provider" as defined under the CCPA.
2. **Obligations**
  - a. Client is providing the Client Personal Data to ERM under the Agreement for the limited and specific business purposes of providing the Services as described in Schedule 1 (Subject Matter and Details of Processing) to this Data Processing Statement and otherwise performing under the Agreement.
  - b. ERM will comply with its applicable obligations under the CCPA and provide the same level of privacy protection to Client Personal Data as is required by the CCPA.
  - c. ERM acknowledges that Client has the right to: (i) take reasonable and appropriate steps under clause 9 (Audits) of this Data Processing Statement to help to ensure that ERM's use of Client Personal Data is consistent with Client's obligations under the CCPA, (ii) receive from ERM notice and assistance under clause 7 (Data Subject Requests) of this Data Processing Statement regarding consumers' requests to exercise rights under the CCPA and (iii) upon notice, take reasonable and appropriate steps to stop and remediate unauthorized use of Client Personal Data.
  - d. ERM will notify Client promptly after it makes a determination that it can no longer meet its obligations under the CCPA.
  - e. ERM will not retain, use or disclose Client Personal Data: (i) for any purpose, including a commercial purpose, other than the business purposes described in paragraph 2.a of this Section A (California) of Schedule 4 or (ii) outside of the direct business relationship between ERM with Client, except, in either case, where and to the extent permitted by the CCPA.
  - f. ERM will not sell or share Client Personal Data received under the Agreement.
  - g. ERM will not combine Client Personal Data with other personal information except to the extent a service provider is permitted to do so by the CCPA.

**SCHEDULE 5: SUBPROCESSOR LIST**

Client hereby authorizes ERM to use the following Subprocessors:

**Subscription Service: ESG Fusion**

Name of Entity	Description of Processing	Location of Processing	Duration of Processing
Microsoft Azure	Hosting services	UK, EU, US	Duration of the Agreement
*Okta, Inc.	User authentication	EU, US	Duration of the Agreement
*Atlassian	Customer support platform	US	Duration of the Agreement

\*Subprocessors expected to be engaged by 30 June 2024.

**Subscription Service: MineAssure**

Name of Entity	Description of Processing	Location of Processing	Duration of Processing
AWS (Amazon Web Services, Inc.)	Hosting services	USA	Duration of the Agreement
Okta, Inc.	User authentication	EU, USA	Duration of the Agreement
Atlassian	Customer support platform	USA	Duration of the Agreement

**Subscription Service: Emissions.AI**

Name of Entity	Description of Processing	Location of Processing	Duration of Processing
Microsoft Azure	Hosting services & user authentication	UK	Duration of the Agreement
Atlassian	Customer support platform	US, EU, UK	Duration of the Agreement