DATA PROCESSING ADDENDUM FOR ACTABL HOLDINGS, LLC AS PROCESSOR

This Data Processing Addendum (**"DPA"**) forms part of the Order Form and Agreement (the "**Agreement**") between Actabl Holdings, LLC and its Affiliates (collectively, "**Actabl**" or "**Processor**") and Customer for the purchase of Services from Actabl and reflects the parties' agreement with regard to the Processing of Customer Personal Data.

By signing the Agreement, Customer enters into this DPA on behalf of itself and, to the extent required under Data Privacy Law, in the name and on behalf of its Affiliates, if and to the extent Actabl Processes Personal Data for which such Affiliates qualify as the Controller. For the purposes of this DPA only, and except where indicated otherwise, the term "Customer" includes Customer and its Affiliates. All capitalized terms used but not defined in this DPA shall have the meanings ascribed to such terms in the Agreement.

In the course of providing the Services to Customer pursuant to the Agreement, Actabl will Process Customer Personal Data, and the Parties agree to comply with the following provisions with respect to Processing of Customer Personal Data, each acting reasonably and in good faith. For the avoidance of doubt, each reference to the DPA in this DPA means this DPA including its Schedules.

1. DEFINITIONS

"Affiliate" means with respect to a party an entity that (i) controls, (ii) is controlled by, or (iii) is under common control with such party. An entity will be deemed to control another entity if it has the power to direct or cause direction of the management or policies of such entity, whether through the ownership or voting securities, by contract, or otherwise.

"**Customer Personal Data**" means all Personal Data Processed by Actabl, its Affiliates, or its Sub-processors on behalf of Customer or its Affiliates pursuant to or in connection with the Agreement. For the avoidance of doubt, information that has been anonymized (as defined in the GDPR) or deidentified (as defined in the CCPA) is not Customer Personal Data.

"**CCPA**" means the California Consumer Privacy Act of 2018, as amended, and as implemented by regulations.

"Data Privacy Law" means, as applicable, EU Data Protection Laws, the CCPA, and all other applicable laws, rules and regulations relating to the Processing of Personal Data and data privacy or data protection that may exist in any relevant jurisdiction.

"**EU Data Protection Laws**" means (i) EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR; (ii) Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector; (iii) in respect of the United Kingdom, any applicable national legislation that replaces or converts in domestic law the GDPR or any other law relating to data and privacy as a consequence of the United Kingdom leaving the European Union ("**UK GDPR**") (with references to specific GDPR provisions in this DPA understood to refer to substantially equivalent provisions, if any, in the UK GDPR); and (iv) the Swiss Federal Data Protection Act on 19 June 1992 and its Ordinance; in each case, as may be amended, superseded or replaced.

"**European Data**" means Customer Personal Data that is subject to the protection of EU Data Protection Laws.

"**GDPR**" means the EU General Data Protection Regulation 2016/679.

"Standard Contractual Clauses" means Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (Text with EEA relevance) or any set of clauses approved by the European Commission or a Supervisory Authority which subsequently amends, replaces or supersedes the same.

"Services" means the Services (as defined in the Agreement) and access to and use of the Actabl platform and any other services provided by Actabl pursuant to the Agreement, including pursuant to any related Order Form and/or exhibits (as defined and/or located in the Agreement).

"Sub-processor" means any person (including any third party and any Affiliate of Actabl, but excluding an employee of Actabl or any of its Sub-processors) appointed by or on behalf of Actabl or any of its Affiliates to Process Customer Personal Data.

"**UK**" means the United Kingdom of Great Britain and Northern Ireland.

"**UK International Data Transfer Addendum**" means United Kingdom's Information Commissioner's Office's International Data Transfer Addendum to the EU Commission Standard Contractual Clauses, issued pursuant to S119A(1) Data Protection Act 2018, and is incorporated into this DPA and available at https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf. The UK International Data Transfer Addendum, including but not limited to the Part 2: Mandatory Clauses, are hereby incorporated into this DPA to the extent the Services contemplate the export of Personal Data from the United Kingdom to jurisdictions not recognized by a competent data protection authority in the United Kingdom as providing an adequate level of data protection without other safeguards.

The terms, **"Commission"**, **"Controller"**, **"Data Subject"**, **"Data Protection Impact Assessment"**, **"Member State"**, **"Personal Data"**, **"Personal Data Breach"**, **"Processing", "Processor"**, and **"Supervisory Authority"** (and their equivalents under Data Privacy Laws – e.g., "Business" under the CCPA is an equivalent of "Controller") shall have the same meaning as in the applicable Data Privacy Law, and their cognate terms shall be construed accordingly.

2. PROCESSING OF PERSONAL DATA

2.1 Details of the Processing. The parties acknowledge and agree that with regard to the Processing of Customer Personal Data, Customer is the Controller, Actabl is the Processor and that Actabl or its Affiliates engaged in the Processing of Customer Personal Data will engage Sub-processors to Process Customer Personal Data on their, and ultimately the Controller's, behalf subject to the requirements set forth in Section 5 "Sub-processors" below. The subject matter, duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 1 (Details of the Processing) to this DPA.

2.2 Customer's Processing of Personal Data. Customer shall in its use of the Services Process Personal Data, including through its engagement of Actabl as Processor, in accordance with the requirements of Data Privacy Law. For the avoidance of doubt, Customer's instructions for the Processing of Customer Personal Data shall comply with Data Privacy Law. This DPA and the Agreement are, at the time of signature of the Agreement, Customer's complete and final documented instructions to Actabl for the Processing of Customer Personal Data, and Customer's configuration of the Services shall constitute an additional documented instruction to Actabl. The parties agree that a Customer instruction shall be deemed to have been given by Customer to Actabl for any act or omission of Actabl within the framework of the Agreement and any Order Form or this DPA, including any anonymization or deidentification of Customer Personal Data as a consequence of which such data is no longer Customer Personal Data. Any additional or alternate instructions must be agreed upon and documented separately. Customer shall have sole responsibility for the accuracy and quality of Customer Personal Data, and the legality of (a) the content of such Customer Personal Data, (b) the means by which Customer acquired such Customer Personal Data and (c) the Processing of such Customer Personal Data.

2.3 Actabl's Processing of Customer Personal Data. Actabl shall treat Customer Personal Data as Confidential Information and, subject to the last two sentences of this paragraph, shall only Process Customer Personal Data on behalf of Customer and in accordance with Customer's documented instructions, including with regard to transfers of European Data to a third country or an international organization, for the following purposes: (i) Processing in accordance with the Agreement and any applicable Order Form(s) thereunder; (ii) Processing initiated by Users in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement. Actabl will Process Customer Personal Data in compliance with Data Privacy Law, provided however that Actabl shall not be in violation of this contractual obligation in the event that Actabl's Processing of Customer Personal Data in breach of Data Privacy Law is attributable to the documented instructions of Customer or is otherwise due to acts or omissions of Customer; provided further, that Actabl shall inform Customer if in Actabl's opinion any instruction given by the Customer violates or is otherwise non-compliant with Data

Privacy Law. Actabl's obligation to Process Customer Personal Data only on the instructions of Customer in accordance with this Section 2.3 shall be subject to an exception for any Processing by Actabl in contravention of, or additional to, such instructions that is required by Data Privacy Law. Where Actabl is compelled by Data Privacy Law to Process Customer Personal Data, Actabl shall promptly notify Customer before performing the Processing so compelled unless Data Privacy Law prohibits Actabl from so notifying Customer.

2.4 General. Taking into account the nature of the Processing of Customer Personal Data and information available to Actabl, subject to the specific provisions of this DPA, Actabl shall assist Customer in its efforts to comply with its obligations under Data Privacy Law, including obligations relating to responding to Data Subject Requests, and in ensuring compliance with its obligations with respect to records of processing, security of Processing, notifications of Personal Data Breaches to Data Subjects and Supervisory Authorities, Data Protection Impact Assessments, and consultations with Supervisory Authorities. Actabl shall make available to the Customer all information, to the extent Actabl is in possession of such information, necessary for Customer, as Controller, to meet its obligations under Data Privacy Law, and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer in all cases subject to and in the manner provided for in Section 6 hereof and in compliance with Clause 8.9 of the Standard Contractual Clauses.

2.5 Use of Data by Actabl. For avoidance of doubt, with respect to Customer Personal Data that has been deidentified, anonymized, pseudonymized, masked and/or aggregated (referred to as "**Deidentified Data**", but for (i) Customer Personal Data subject to EU Data Protection Laws, includes only Customer Personal Data that has been anonymized in accordance with the EU Data Protection Laws and for (ii) Customer Personal Data subject to the CCPA, includes only Customer Personal Data that has been deidentified in accordance with the CCPA), as well as data which is created, generated, organized, formatted, derived, trained, ensembled, or based from or on Deidentified Data, Actabl has the right to use such Deidentified Data in any manner consistent with Data Privacy Law including the right to (a) use all of the foregoing for its own internal business purposes, (b) modify the Deidentified Data, (c) aggregate or combine the Deidentified Data with other data, (d) disclose Deidentified Data to third parties, (e) use the Deidentified Data in demonstrations of products and services to third parties, and (f) license, assign, convey and/or transfer ownership of Deidentified Data and any or all of Actabl's rights thereto to third parties.

3. Actabl PERSONNEL

3.1 Confidentiality. Actabl shall ensure that its personnel engaged in the Processing of Customer Personal Data are informed of the confidential nature of the Customer Personal Data, have received appropriate training on their responsibilities and have either executed written confidentiality agreements committing them to holding the Customer Personal Data in confidence or are under an appropriate statutory obligation of confidentiality. Actabl shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

3.2 Reliability. Actabl shall take commercially reasonable steps to ensure the reliability of any Actabl personnel engaged in the Processing of, or that has access to, Customer Personal Data.

3.3 Limitation of Access. Actabl shall ensure that its employees' access to Customer Personal Data is strictly limited to those personnel requiring such access to perform the Services in accordance with the Agreement.

4. DATA SUBJECT REQUESTS

4.1 Data Subject Requests. Taking into account the nature of the Processing, Actabl shall assist Customer by providing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to requests from Data Subjects to exercise their rights under applicable Data Privacy Law ("**Data Subject Requests**").

4.2 Customer Controls. The Services provide Customer with a number of controls that Customer may use to retrieve, correct, delete or restrict Customer Personal Data which Customer may use to assist it in connection with its obligations under Data Privacy Law, including its obligations relating to responding to Data Subject Requests. To the extent that Customer is unable to independently address a Data Subject Request through the Services, then upon Customer's written request Actabl shall provide reasonable assistance to Customer to respond to any Data Subject Requests.

4.3 Data Subject Requests to Actabl. If a Data Subject Request is made directly to Actabl, it shall, to the extent legally permitted and to the extent Actabl is able to identify that the request comes from a Data Subject whose Personal Data was submitted to the Services by or on behalf of Customer, promptly notify Customer. Actabl shall not respond to a Data Subject Request without Customer's prior written instruction to do so except (a) to confirm that such request relates to Customer, to which Customer hereby agrees and (b) as required by law applicable to Actabl, in which case Actabl shall to the extent permitted by applicable law inform Customer of that legal requirement before Actabl responds to the request. Customer shall be solely responsible for responding substantively to any such Data Subject Requests or communications involving Customer Personal Data.

5. SUB-PROCESSORS

5.1 Use of Sub-processors. Customer acknowledges and agrees that (a) Actabl's Affiliates may be retained as Sub-processors; and (b) Actabl and Actabl's Affiliates, respectively, may engage third-party Sub-processors for the provision of the Services and related Processing of Customer Personal Data. Where Actabl engages any Sub-processor as described in this Section 5:

(i) Actabl will restrict the Sub-processor's access to Customer Personal Data only to what is necessary to maintain the Services or to provide the Services to Customer and its Users in accordance with the Documentation and Actabl will prohibit the Sub-processor from accessing Customer Personal Data for any other purpose;

(ii) Actabl will enter into a written agreement with the Sub-processor and, to the extent that the Sub-processor is performing the same Processing services that are being provided by Actabl under this DPA, Actabl will impose on the Sub-processor the same contractual obligations that Actabl has under this DPA; and

(iii) Actabl will remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Sub-processors that cause Actabl to breach any of Actabl's obligations under this DPA.

5.2 List of Current Sub-processors and Notification of New Sub-processors. A list of Sub-processors is available upon written request. Such Sub-processor list includes the identities of such Sub-processors, their country of location as well as the type of processing they perform. Customer may object to Actabl's use of a new Sub-processor by notifying Actabl in writing within ten (10) business days after receipt of a notification in accordance with the mechanism set out in the preceding sentence. Actabl shall work with Customer in good faith to make available a commercially reasonable change in the provision of the Services which avoids the use of that proposed Sub-processor; and where such a change cannot be made within thirty (30) calendar days from receipt by Actabl of Customer's notice, notwithstanding anything in the Agreement, Customer may by written notice to Actabl with immediate effect terminate those Services which require the use of the proposed Sub-processor objected to by Customer.

6. SECURITY

6.1 Controls for the Protection of Customer Personal Data. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Actabl shall maintain appropriate technical and organizational measures for protection of the security (including protection against Personal Data Breach), confidentiality and integrity of Customer Personal Data, including (without limitation) those measures set out in Article 32 of the GDPR, and as described in Schedule 2 to this DPA ("**Security Measures**"). Notwithstanding any provision to the contrary, Actabl may modify or update the

Security Measures at its discretion provided that such modification or update does not result in a material degradation in the protection offered by the Security Measures, and provided those Security Measures comply with Data Privacy Law. Actabl regularly monitors compliance with such measures. In assessing the appropriate level of security, Actabl shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach. Customer is responsible for reviewing the information made available by Actabl relating to data security and making an independent determination as to whether the Services meet Customer's requirements and legal obligations under Data Privacy Law.

6.2 Third Party Certifications. Upon Customer's written request at reasonable intervals (as provided below), and subject to the confidentiality obligations set forth in the Agreement, Actabl shall allow for and contribute to audits and inspections ("**Audits**") conducted by Customer (or Customer's independent, third-party auditor that is not a competitor of Actabl and that is subject to confidentiality obligations at least as restrictive as those set forth in the Agreement) by providing any information reasonably necessary to demonstrate Actabl's compliance with the obligations set forth in this DPA in the form of a copy of Actabl's then most recent third-party audits or certifications, as applicable, that Actabl makes available to its Customers generally.

6.3 Right to Audit. Actabl shall maintain complete and accurate records and information to demonstrate its compliance with this DPA, and Customer (or its permitted third-party auditor as provided above) may perform an Audit remotely or on-site, up to one (1) time per year, with at least three (3) weeks' advance written notice, unless otherwise required by Customer's regulators or applicable law. If Customer requests an on-site Audit, the following terms shall apply: (a) such Audit shall be limited to facilities operated by Actabl and shall not exceed one (1) business day; (b) before the commencement of any such on-site Audit, Customer and Actabl shall mutually agree upon the scope and timing of, and procedures relating to, the Audit with a view towards minimizing the disruption of Actabl's business; (c) Customer shall reimburse Actabl for actual expenses and costs incurred in connection with such Audit; and (d) Customer shall promptly notify Actabl with reasonably detailed information regarding any non-compliance discovered during the course of an Audit.

6.4 Audits Pursuant to Standard Contractual Clauses. The parties agree that the audits described in Clause 8.9 of the Standard Contractual Clauses shall be carried out in accordance with the foregoing Section 6.2 and 6.3.

6.5 Personal Data Breaches. Actabl will notify Customer without undue delay after it becomes aware of any Personal Data Breach and shall provide timely information relating to the Personal Data Breach as it becomes known or reasonably requested by Customer. At Customer's request, Actabl will promptly provide Customer with such reasonable assistance as necessary to enable Customer to notify relevant Personal Data Breaches to competent authorities and/or affected Data Subjects, if and to the extent Customer is required to do so under Data Privacy Law.

7. DATA TRANSFERS

7.1 Transfers Generally. Customer acknowledges and agrees that Actabl may access and Process Customer Personal Data on a global basis as necessary to provide the Services in accordance with the Agreement, and in particular that Customer Personal Data will be transferred to and Processed by Actabl in the United States and to other jurisdictions where Actabl Affiliates and Sub-processors have operations. Actabl shall ensure such transfers are made in compliance with the requirements of Data Privacy Law.

7.2 Transfer Mechanisms for European Data. Actabl shall not transfer European Data to any country or recipient not recognized as providing an adequate level of protection for Personal Data (within the meaning of EU Data Protection Laws) unless it first takes all such measures as are necessary to ensure the transfer is in compliance with applicable EU Data Protection Laws. Such measures may include (without limitation) transferring such data to a recipient that has achieved binding corporate rules authorization in accordance with EU Data Protection Laws, to a recipient that has executed appropriate standard contractual clauses adopted or approved by the European Commission or transferring data in accordance with certain derogations under the GDPR.

7.3 Transfer of Customer Personal Data to Actabl. Customer acknowledges that in connection with the performance of the Services, Actabl may be a recipient of European Data in the United States. The parties agree that Actabl agrees to abide by and process European Data in compliance with the Standard Contractual Clauses, Module 2, attached hereto as Schedule 3 and forming part of this DPA, to the extent the Services contemplate the export of Personal Data from the European Union or Switzerland to jurisdictions not recognized by a competent data protection authority from the transferring jurisdiction as providing an adequate level of data protection without other safeguards. To the extent the Personal Data is

subject to the UK GDPR, the Actabl agrees to abide by and process European Data in compliance with the UK International Data Transfer Addendum, attached hereto as Schedule 4 and forming part of this DPA, to the extent the Services contemplate the export of Personal Data from the United Kingdom to jurisdictions not recognized by a competent data protection authority in the United Kingdom as providing an adequate level of data protection without other safeguards. If and to the extent the Standard Contractual Clauses (where applicable) conflict with any provision of this DPA, the Standard Contractual Clauses shall prevail to the extent of such conflict. Similarly, If and to the extent the UK International Data Transfer Addendum (where applicable) conflict with any provision of this DPA, the UK International Data Transfer Addendum shall prevail to the extent of such conflict.

8. LIMITATIONS OF LIABILITY

Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement including this DPA.

9. TERMINATION

The term of this DPA will end simultaneously and automatically at the later of (i) the date of expiration or termination of the Agreement and (ii) the first date when all Customer Personal Data is deleted from Actabl's systems. After the termination of this DPA, Actabl will delete or return all Customer Personal Data (including copies thereof) promptly upon its receipt of written notice from Customer specifying whether it chooses for such Customer Personal Data to be deleted or returned, save that this requirement shall not apply to the extent Actabl is required by applicable law to retain some or all of the Customer Personal Data.

10. CCPA

This Section 10 applies exclusively to Personal Data subject to the CCPA that Actabl processes on behalf of Customer. With respect to such data, Actabl will comply with the other provisions of this DPA and the following provisions:

10.1 Actabl shall not Sell or Share any Personal Data.

10.2 Actabl shall Process Personal Data solely to the extent required to perform the Services as set forth in Section 2 (the "**Business Purpose**"), and the parties agree that Customer is disclosing Personal Data to Actabl only for that purpose.

10.3 Actabl shall not retain, use, or disclose the Personal Data for any purpose (including a commercial purpose) other than the Business Purpose, unless expressly permitted by the CCPA.

10.4 Actabl shall not retain, use, or disclose Personal Data outside the direct business relationship between Actabl and Customer, unless expressly permitted by the CCPA.

10.5 Actabl shall notify Customer if Actabl determines it cannot comply with its obligations under the CCPA.

10.6 Upon Customer's reasonable determination that Actabl is engaged in authorize use of Personal Data, the parties will work in good faith to stop and remediate such unauthorized use.

10.7 Actabl certifies that it understands the restrictions set forth in this DPA and will comply with them.

11. GENERAL

a. If there is a conflict between the terms of this DPA and the Agreement, the terms of this DPA will control to the extent required for compliance with Data Privacy Law.

b. This DPA may only be amended with the written consent of both parties.

c. For the purposes of this DPA the contact information of each party are set forth the below but may be updated by either party upon written notice to the other:

For Actabl II Hospitality Holdings or its Affiliate:	For Customer:
See Order Form.	See Order Form.

c. This DPA represents the entire understanding of the parties relating to the Agreement arising out of the Processing of Personal Data and their relationship under Data Privacy Law.

d. The parties to this DPA hereby submit to the choice of law and jurisdiction stipulated in the Agreement with respect to any disputes or claims that arise under this DPA, subject to the Standard Contractual Clauses.

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SCHEDULE 1

PERSONAL DATA PROCESSING DETAILS

INFORMATION REGARDING ASG'S PROCESSING OF CLIENT PERSONAL DATA AS REQUIRED BY ARTICLE 28(3) OF THE GDPR (AND EQUIVALENT REQUIREMENTS OF OTHER DATA PROTECTION LAWS)

SUBJECT MATTER:	The subject matter of the Processing under this DPA is Customer Personal Data.
DURATION OF PROCESSING:	As between ASG and Customer the duration of the Processing under this DPA is determined by Customer; provided that, generally the duration of the Processing of Customer Personal Data shall be for the duration of the Agreement and for the minimum period thereafter required to wind-down the parties' relationship under the Agreement and properly return or dispose of Customer Personal Data.
NATURE OF THE PROCESSING:	Computing, storing and such other Services as described in the Agreement.
DATA SUBJECTS	The personal data transferred concerns the following categories of data subjects: (i) Staff of the data exporter's business; and (ii) Guests of the data exporter.
DATA CATEGORIES	The personal data transferred of guests concerns the following categories: (i) Basic personal details (such as name and prefix); (ii) Contact information (such as email and phone numbers); (iii) Reservation information (such as hotel the guest is staying in, reservation number, room number, departure date, arrival date, status of reservation, whether the guest is in house or not, VIP code, date when the reservation was created, source, other information concerning guests entered by data exporter); and (iv) Mobile and Web Application usage information (such as login times, messages sent by the guest to hotel staff, requests made by the guest, information about the guest's device including technical information and the guest's location based on GPS); The personal data transferred of the data exporter's staff concerns the following categories: (i) Basic personal details (such as name, email, hashed password, date user was created, picture, position in the hotel / property) (ii) Access permissions (such as hotel access, hotel group access and facility access); (iii) Additional information required for the data importer to provide the SaaS Services (such as the staff member's trade (e.g. plumber), user settings (e.g. flag to determine if the staff member can chat with guest), and status (i.e. whether the staff member is actively working or has left for the day).

SCHEDULE 2

Security Measures

Actabl is committed to the protection of Personal Data and employs industry standards of technological internet and web application security to prevent security incidents from occurring. Actabl also maintains organizational and physical policies and procedures to enforce these standards.

Actabl maintains organizational policies and standards in the following areas:

- Access Management and Entitlements (only provide access on a need to know basis and scope)
- Change Management (document and follow all changes to systems and process)
- Physical Security (maintain appropriate safeguards for physical locks, security cameras and sensors, check-in, scope/role-based access, and telecom security)
- Password and MFA requirements for company systems
- Information Security (training, awareness, encryption, anti-virus, risk assessments)
- Acceptable Use Policy for hardware and software
- Production system vulnerability threat assessments, penetration testing, configuration standards
- Data Backups
- Business Continuity and Disaster Recovery Process
- Software Development Process, environment isolation, and application security review (OWASP design principles)
- Secure Handling of Customer Data
- Incident Response Process
- Employee Background Check and Termination Procedures
- General Code of Conduct (conflict of interest, employment practices, anti-bribery, etc.)
- Privacy Law adherence and GDPR awareness / readiness

Actabl technical infrastructure follows best practices for data protection and security:

- Cloud datacenter with strict physical safeguards, cameras, power redundancy, role-based access and keycards, and sensors
- Utilizing cloud infrastructure with SOC-2, ISO 27001, and other standards (see https://aws.amazon.com/compliance/data-center/controls/)
- PCI DSS 3.2+ Compliance
- Proper use of encryption in transit and at rest
- Network-level intrusion detection and monitoring with automated alerting
- Effective use of firewalls and network isolation via AWS
- Role-based access
- Multi-factor authentication for production system access
- Regular penetration testing and vulnerability scanning (black box / grey box testing)

- Other information security best practices

Technical and organisational measures by which assistance shall be provided by Actabl to Customer in respect of Data Subject Requests

- Customer may request retrieval, correction, or deletion of Customer Personal Data.
- Actabl will comply with the procedures set forth in Section 4 of the DPA with respect to Data Subject Requests.
- Other measures that Actabl will employ to assist Customer with Data Subject Requests.

SCHEDULE 3

Module 2 of the Standard Contractual Clauses is incorporated here by reference subject to the following modifications:

1. Clause 7 (the Docking Clause) is omitted
2. in Clause 9, Option 2 will apply, and the time period for prior notice of subprocessor changes shall be 10 business days
3. in Clause 11, the optional language will not apply;
4. in Clause 17, Option 2 will apply, and the law of Ireland will apply when the law of the data exporter's member state does not allow for third-party beneficiary rights
5. in Clause 18(b), disputes shall be resolved before the courts of Ireland;
6. Annex I of the EU SCCs shall be deemed completed with the information set out in Annex I to this Schedule 3;
7. Annex II of the EU SCCs shall be deemed completed with the information set out in Annex I to this Schedule; and

ANNEX I

A. LIST OF PARTIES

MODULE TWO: Transfer controller to processor

Data exporter(s):

1. Name: See Order Form and Agreement

Address: See Order Form and Agreement

Contact person's name, position and contact details: See Order Form and Agreement

Activities relevant to the data transferred under these Clauses: Data processing for the performance of the Agreement as described in Schedule 1 to the DPA.

Signature and date: See Order Form and Agreement

Role (controller/processor): Controller

2. .....

Data importer(s):

1.Name: Actabl II Hospitality Holdings, a Delaware corporation

Address: 104 West 27th Street, NY, NY 10001

Contact person's name, position and contact details: Justin Call, justin.call@aliceplatform.com

Activities relevant to the data transferred under these Clauses: Data processing for the performance of the Agreement as described in Schedule 1 to the DPA.

Signature and date: See Order Form and Agreement

Role (controller/processor): Processor

2. .....

B. DESCRIPTION OF TRANSFER

MODULE TWO: Transfer controller to processor

Categories of data subjects whose personal data is transferred

Please see Schedule 1 of the DPA, which describes the data subjects.

Categories of personal data transferred

Please see Schedule 1 of the DPA, which describes the categories of data.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

The parties do not anticipate the transfer of special categories of data.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

The transfers are on a continuous basis.

Nature of the processing

Please see Schedule 1 of the DPA, which describes the processing operations.

Purpose(s) of the data transfer and further processing

Actabl II Hospitality Holdings shall process personal data as necessary to provide the Services to data exporter in accordance with the Agreement.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

Please see Schedule 1 of the DPA, which describes the processing operations.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

With respect to any transfers to sub-processors, the subject matter, nature and duration of the processing shall be substantially the same as described on Schedule 1 of the DPA.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

The Irish Supervisory Authority - The Data Protection Commission, unless the data exporter notifies the data importer of an alternative competent supervisory authority from time to time in accordance with Section 11 of the DPA.

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

MODULE TWO: Transfer controller to processor

Please see Schedule 2 of the DPA, which describes the technical and organizational security measures implemented by Actabl.

ANNEX III

LIST OF SUB-PROCESSORS

Subject to Clause 9, paragraph (a) and Section 5 of the DPA, the data importer has the data exporter's general authorisation for the engagement of sub-processor(s).

Data importer will provide a list of sub-processors upon written request of data exporter.

ANNEX IV

This Annex IV forms part of the Clauses.

This Annex IV sets out the parties' interpretation of their respective obligations under specific terms of the Clauses. Where a party complies with the interpretations set out in this Annex IV, that party shall be deemed by the other party to have complied with its commitments under the Clauses; provided that, in the event of any conflict between the Clauses and this Appendix IV, the Clauses shall control.

For the purposes of this Appendix, "DPA" means the Data Processing Agreement in place between Customer and Actabl into which these Clauses are incorporated and "Agreement" shall have the meaning ascribed to such term in the DPA.

Clauses 8.1 and 8.2: Instructions; Purpose

a. The parties acknowledge that data importer may process the personal data only on behalf of the data exporter and in compliance with its instructions as provided by the data exporter and the Clauses. For the purposes of Clauses 8.1 and 8.2, the processing described in Section 2 of the DPA is deemed an instruction by data exporter to process personal data, subject to data importer’s compliance with applicable Data Privacy Law.

Clause 8.3: Disclosure of these Clauses

a. Data exporter agrees that these Clauses constitute data importer's Confidential Information as that term is defined in the Agreement and may not be disclosed by data exporter to any third party without data importer's prior written consent unless permitted pursuant to Agreement or so required by applicable law. This shall not prevent disclosure of these Clauses to a data subject pursuant to Clause 8.3.

Clauses 8.5 and 16(d): Obligation after the termination of personal data-processing services

a. Data importer agrees that it will fulfil its obligation to return or destroy all the personal data on the termination of the provision of data-processing services by complying with Section 9 “Termination” of the DPA.

Clauses 8.9(d) and (c): Audit

a. Data exporter acknowledges and agrees that it exercises its audit right under Clauses 8.9(d) and (c) by instructing data importer to comply with the audit measures described in Sections 6.2, 6.3 and 6.4 of the DPA.

Clause 9: Sub-processing

a. Pursuant to Clause 9, data exporter agrees that data importer may continue to use those sub-processors already engaged by data importer as at the date of the DPA identified as set forth in Section 5 of the DPA, and otherwise in accordance with Section 5 of the DPA.

Clause 12: Liability

a. Any claims brought under the Clauses shall be subject to the terms and conditions, including but not limited to, the exclusions and limitations set forth in the Agreement; provided that, in no event shall any party limit its liability with respect to any data subject rights under these Clauses.

SCHEDULE 4

UK INTERNATIONAL DATA TRANSFER ADDENDUM TO THE EU COMMISSION STANDARD CONTRACTUAL CLAUSES

The UK International Data Transfer Addendum to the EU Commission Standard Contractual Clauses is incorporated by reference with the following modifications:

Table 1

- **Start Date.** The effective date of the Agreement.
- **Parties' Details.** The details in the Order Form and Agreement.
- **Key Contact.** The contact information specified in the Order Form and Agreement for providing notice.

Table 2

- The parties select the version of the Approved EU SCCs which this Addendum is appended to. Those EU SCCs are in Schedule 3.

Table 3

- **Annex 1A (List of Parties).** See Annex I of the attached EU SCCs.
- **Annex 1B (Description of Transfer).** See Annex I of the attached EU SCCs.
- **Annex II (Technical and Organisational Measures).** See Annex II of the attached EU SCCs.
- **Annex III (List of Sub Processors).** See Annex III of the attached EU SCCs.

Table 4.

- The parties select that neither Party may end this addendum as set out in Section 19.