



SMART START'S DATA PROCESSING EXHIBIT FOR SUPPLIERS

The Smart Start Data Processing Exhibit for Suppliers (“**Data Processing Exhibit**”) forms part of the Purchase Order (“**PO**”) between 1A Smart Start LLC (“**Smart Start**”) and Supplier and applies to the extent Supplier processes Personal Data on behalf of Smart Start (or Smart Start’s customer) in the course of providing the Products under the PO. If there is a conflict between the provisions of this Data Processing Exhibit or the PO that references this Data Processing Exhibit, this Data Processing Exhibit shall prevail with respect to its subject matter. All capitalized terms not defined herein shall have the meaning set forth in the PO.

1. Definitions

“Applicable Privacy Laws” means mean collectively any applicable data protection, privacy or similar laws applicable to the processing of Personal Data in the jurisdiction where services are performed and/or applicable to the Personal Data Processed as part of providing the Products under the PO as the same may change from time to time, including, without limitation, as applicable, the California Consumer Privacy Act of 2018, as amended (“**CCPA**”), the Texas Data Privacy and Security Act (“**TDPSA**”), all state and local laws requiring notice of breaches involving Personal Data and any and all orders, rules, regulations, and guidance promulgated under any of the foregoing, all as the same have been amended and may be amended in the future.

“Controller” means a natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data. The Controller may be Smart Start or Smart Start’s customer.

“Security Incident” means a breach of security leading to the accidental or unlawful destruction, loss, alteration or unauthorized access, disclosure, or use of Smart Start Personal Data while Processed by Supplier and/or its Subprocessors under this Data Processing Exhibit.

“Sell” or “sale” means selling, renting, releasing, disclosing, disseminating, making available, transferring or otherwise communicating orally, in writing, or by electronic or other means, a consumer’s Personal Data by one business to another business or a third party for monetary or non-monetary consideration. Sale does not include the sharing or transfer of Personal Data by Smart Start to Supplier for the provision of the Products on behalf of Smart Start under the Agreement.

“Smart Start Personal Data” means Personal Data Processed by Supplier on behalf of Smart Start in connection with Supplier’s performance of its obligations under the PO.

“Subprocessor” means any Processor engaged by Supplier for the provision of the Products under the PO including Supplier’s affiliates and service providers that process Smart Start Personal Data pursuant to the PO.

Regardless of Applicable Privacy Laws, the terms “**Data Subject**,” “**Personal Data**,” “**Processor**,” and “**Processing**” will have the meaning defined in the Applicable Privacy Laws.

2. Processing

- a. Role of the Parties. As between Supplier and Smart Start, Supplier will Process Smart Start Personal Data under the Agreement as a Processor and service provider acting on behalf of Smart Start as the Controller (except where Smart Start acts as a Processor in which case Supplier is a Subprocessor).
- b. Instructions. Supplier will Process Smart Start Personal Data in accordance with Smart Start’s documented instructions unless required to so do by applicable law to which Supplier is subject. If Supplier is of the opinion that Smart Start’s instruction infringes Applicable Privacy Laws, it will inform Smart Start of that legal requirement unless applicable law prohibits such notification. Any additional or alternate instructions must be agreed between the Parties in writing, including the costs (if any) associated with complying with such instructions. Upon notice in writing, Smart Start may terminate the Agreement if Supplier does not comply with Supplier Data Processing Exhibit or Smart Start’s lawful instructions to the extent such instructions are necessary



to enable Smart Start to comply with Applicable Privacy Laws. Supplier will refund to Smart Start any unused prepaid fees or waive any termination fees or minimum commitment if Smart Start terminates the Agreement on these grounds.

- c. Purpose limitation. Supplier will only process Smart Start Personal Data as permitted under the PO and Applicable Privacy Laws. Supplier is prohibited from selling, retaining, using or disclosing any Smart Start Personal Data to any third party for the commercial benefit of Supplier or any third party, or to otherwise Process the Smart Start Personal Data outside of the direct business relationship between the Parties. Supplier certifies that it understands and will comply with all restrictions placed on its Processing of the Smart Start Personal Data.
- d. Processing Details. The subject matter, duration of Processing, nature and purpose of Processing, the type of Smart Start Personal Data and categories of Data Subjects are specified in Annex 1 to this Data Processing Exhibit.

3. Subprocessors

- a. Authorisation to use Subprocessors. Smart Start authorizes Supplier to use the Subprocessors set forth in the PO to Process Smart Start Personal Data provided Supplier contractually requires those Subprocessors to abide by terms no less restrictive than this Data Processing Exhibit. Supplier will be liable to Smart Start for the performance of its Subprocessor's data protection obligations under the Agreement.
- b. Notification of intended changes. Supplier will notify Smart Start of any intended changes to its Subprocessors and will give Smart Start thirty (30) days to object after receipt of the notification. If Smart Start legitimately objects to a Subprocessor on reasonable data protection grounds and the Parties do not resolve the matter within one month following notification of the same to Smart Start, Smart Start may suspend or terminate the PO without penalty on written notice.

4. Security

- a. Security Measures by Supplier. To ensure the security of Smart Start's Personal Data, Supplier will implement the technical and organizational measures specified in the Smart Start Security Obligations for Suppliers Exhibit included as a part of the PO and incorporated herein by reference. Supplier's security controls will comply with Applicable Privacy Laws and take into account industry standards, the nature of the Smart Start Personal Data, and the risks represented by Supplier's Processing of the Smart Start Personal Data by virtue of the physical, logical, or natural environment in which the Smart Start Personal Data is stored or Processed. Supplier will apply specific restrictions and additional safeguards if it Processes sensitive personal data (as defined under Applicable Privacy Laws) on behalf of Smart Start.
- b. Confidentiality. Supplier will ensure that only authorized personnel who have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality may Process Smart Start Personal Data for the purposes of providing the Products under the Agreement.

5. Security Incident

- a. Notification. Supplier will notify Smart Start without undue delay after becoming aware of a Security Incident in relation to the PO. Supplier will investigate the Security Incident and provide Smart Start with relevant information as required under Applicable Privacy Laws. Such information must at least include a description of the Security Incident including where possible, the nature of the Smart Start Personal Data concerned, the categories and approximated number of the Data Subjects and Personal Data records concerned, the likely consequences of the Security Incident and the measures taken or proposed by Supplier to remediate the Security Incident and mitigate its effects.
- b. Assistance. Supplier will cooperate with Smart Start in notifying the Security Incident to a supervisory authority, customers of Smart Start, and/or affected Data Subjects and to carry out any recovery or other action necessary to remedy the Security Incident as required under Applicable Privacy Laws. At Smart Start's option, Supplier will either: (a) provide, at Supplier's own cost and expense and pursuant to Smart Start's direction, notice to the Data

Subjects affected by the Security Incident in a manner that is consistent with Applicable Privacy Laws and, to the extent deemed appropriate by Smart Start under the circumstances, at least one (1) year of credit-monitoring and identity theft insurance services; or (b) reimburse Smart Start for all costs incurred to provide the same. Supplier will respond promptly and fully cooperate to all inquiries from Smart Start, any supervisory authority or government authority regarding the Security Incident. Upon request and periodically as additional information becomes available, Supplier will, without undue delay, provide Smart Start with updates on the status of the Security Incident until the matter has been fully addressed and remediated.

- c. Third party communications. Prior to Supplier's release, publication, transmission, or communication to any third party (including any supervisory authority, the media, or any affected Data Subject) relating to a Security Incident (collectively, "**Breach Communications**"), Supplier must first obtain prior written approval from Smart Start to the extent that (a) Smart Start or any of its affiliates are specifically named or referenced in such Breach Communications; (b) Smart Start Personal Data or Smart Start systems are affected by the Security Incident; (c) the Breach Communications are directed at Smart Start's or its affiliates' employees, suppliers, or customers; or (d) Smart Start may have certain independent legal, regulatory, or contractual obligations as a result of the Security Incident.

6. Demonstrating Compliance. Upon Smart Start's written request and subject to obligations of confidentiality, Supplier will (and shall ensure that its Subprocessors will) provide to Smart Start all information necessary to demonstrate its compliance with this Data Processing Exhibit. Smart Start (or an independent auditor mandated by Smart Start) may audit Supplier's compliance with such obligations at regular intervals or if there are indications of non-compliance with the terms of this Data Processing Exhibit ("**Audits**"). At Smart Start's request, upon reasonable notice, Supplier will also permit and contribute to onsite audits or inspections. In deciding on a review or Audit, Smart Start may consider any relevant certifications (such as SOC 2 Type II report) held by Supplier. Supplier will deal promptly and adequately with Audit inquiries from Smart Start. If Supplier, or any Subprocessor, is in breach of any of its obligations under the Agreement relating to Smart Start Personal Data, Smart Start may (without prejudice to any other rights or remedies it may have) suspend the transfer of Smart Start Personal Data to Supplier until the breach is remedied.

Supplier certifies that Supplier understands the Agreement's and the Applicable Privacy Law's restrictions and prohibitions on selling and sharing Personal Data and retaining, using, or disclosing Personal Data outside of the parties' direct business relationship, and it will comply with them. Supplier warrants that Supplier has no reason to believe any Applicable Privacy Law requirements or restrictions prevent it from providing any of the services, Products or otherwise performing under the Agreement.

7. Data Transfers

- a. Authorisation for Data Transfers. Subject to clause (b) below, Smart Start hereby authorizes Supplier and its Subprocessors to transfer Smart Start Personal Data to locations outside of its country of origin for the performance of the Agreement provided that Supplier ensures such data transfers comply with Applicable Privacy Laws.
- b. Data Export Restrictions. Supplier agrees is shall not Process Smart Start's Personal Data related to individuals located in the European Economic Area (EEA), UK, Switzerland or from any other jurisdiction that restricts the cross-border transfer of Smart Start Personal Data to locations outside that jurisdiction except as agreed to by the parties and Supplier shall not commence Processing unless and until standard contractual clauses, in a form acceptable to both parties, have been executed and are effective between the parties.

8. Cooperation. Supplier will promptly notify Smart Start of any request or complaint that it receives from a Data Subject, supervisory authority or any third party relating to the Processing of Smart Start Personal Data under the Agreement. Supplier will not respond to any request or complaint itself unless authorized to do so by Smart Start or as required by applicable law. Supplier will cooperate with Smart Start in fulfilling its obligations to respond to Data Subjects, to complete Smart Start's cybersecurity audits as required by Applicable Privacy Laws, to comply with Smart Start's automated decision-making requirements, to conduct a privacy impact assessment or to respond to prior consultation with



the supervisory authorities, provided that Smart Start reimburses Supplier for all reasonably incurred costs. If Supplier receives a Data Subject request relating to Smart Start Personal Data, Supplier will refer such Data Subject request to Smart Start within two (2) business days following receipt of the request. Supplier will promptly comply with any Smart Start request or instruction requiring Supplier to provide, amend, transfer, or delete Smart Start Personal Data, or to stop, mitigate, or remedy any unauthorized Processing, or to limit its use of Smart Start Personal Data. Supplier must promptly notify Smart Start of any changes to Applicable Privacy Laws, or its ability to meet those obligations, that may adversely affect Supplier's performance of the Agreement or the provisions in this Exhibit.

9. Termination. Upon termination of the Agreement, Supplier will return, delete or anonymize all Smart Start Personal Data in accordance with the Agreement except to the extent Supplier is required by applicable law to retain Smart Start Personal Data in which case the terms of this Data Processing Exhibit will continue to apply to the retained Smart Start Personal Data.

10. Survival. The undertakings in this Data Processing Exhibit shall remain in force even after termination or expiration of the Agreement and/or the applicable PO for whatever reason.

11. Notices. Notwithstanding anything to the contrary in the Agreement, all notices that Supplier is required to provide to Smart Start pursuant to this Data Processing Exhibit must be sent by email with a read receipt to securitynotices@globaliid.com.

12. Affiliates. This Data Processing Exhibit is entered into by Smart Start for and on behalf of itself and each of its Affiliates described in Annex 2 to this Supplier Data Processing Exhibit.



ANNEX 1
TO
SMART START'S DATA PROCESSING OBLIGATIONS FOR SUPPLIERS EXHIBIT

DESCRIPTION OF THE PROCESSING AND TRANSFER CONTROLLER TO PROCESSOR

A. LIST OF THE PARTIES	
Controller:	Name: 1A Smart Start LLC, its affiliates, and subsidiaries Address: 500 E. Dallas Road, Suite 100, Grapevine, TX 76051, USA Contact: IT Security Compliance Manager Email: securitynotices@globaliid.com
Processor:	The full name, address and contact details for the Party is set out in the PO.
B. DETAILS OF PROCESSING/TRANSFER	
CATEGORIES OF DATA SUBJECTS	
	<p>Dependent on the Controller's use of the Processor's services, the Controller may elect to include Personal Data from any of the following types of data subjects:</p> <ul style="list-style-type: none"> • Employees, contractors, temporary workers, directors, company officers, shareholders and agents (current, former, prospective) of Controller • Beneficiaries, dependents, and relatives of the data subject • Distributors, sales partners, and business partners • Advisors, consultants, service providers and other third parties • Users (e.g., customers) and end users of Controller's Products • Any other data subject as described in the Agreement.
CATEGORIES OF PERSONAL DATA	
	<p>Dependent on Controller's use of the Processor's services, the Controller may elect to include Personal Data from any of the following categories of Personal Data:</p> <ul style="list-style-type: none"> • Basic personal data (for example first name, last name, initials, email address, job title, country of residence, mobile phone number) • HR and recruitment data (for example basic employment data, education data, demographic data, employment status, job and position data, worked hours, holidays, assessments, performance appraisals, salary, benefits, work permit details, availability, terms of employment, tax details, payment details, insurance details, travel information and recruitment information such as curriculum vitae, employment history, education history details) • Authentication data (for example username, password, security question, audit trail) • Unique identification numbers and signatures (for example IP addresses, unique identifiers in tracking cookies or similar technology) • Citizenship and residency information (for example nationality, citizenship, naturalization status, immigration status, passport data, details of residency or work permit) • Biometric Information (for example facial recognition, fingerprints, and iris scans) • Commercial Information (for example history of purchases, special offers and payment history) • Support Services (for example personal data collected through the provision of support services online or interactive communications)

	<ul style="list-style-type: none"> • IT systems and operational information (for example unique identifiers, voice, video and data recordings, tracking of information regarding the patterns of hardware, software, device and internet usage, IP addresses, domains, apps installed, browsing and support logs, incidental access of the content of email communications and data relating to the sending, routing and delivery of emails whilst providing support services) • Location data (for example, mobile device ID, geo-location network data, location data derived from use of wi-fi access points) • Device identification (for example UUID, IMEI-number, SIM card number, MAC address); • Training and development (for example trainee data, training history, individual development plans, trainer information and training schedules) • Photos, video and audio (for example webcam or voice recordings)
SPECIAL CATEGORIES OF DATA (IF APPLICABLE)	<p>Dependent on the Controller’s use of the Processor’s services, Controller may elect to include Personal Data from any of the following special categories of Personal Data which is in the scope of the services:</p> <p>Racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, data concerning a natural person’s sex life or sexual orientation, gender orientation, data relating to criminal convictions or offences or precise geolocation data or any other type of personal data provided under the Agreement that is considered sensitive under Applicable Privacy Laws.</p>
FREQUENCY OF THE TRANSFER	The data transfers under the Agreement will take place on a continuous basis.
NATURE OF THE PROCESSING	Processor and its Subprocessors are providing Products, services, or fulfilling contractual obligations to Controller as described in the Agreement. These Products, services, and contractual obligations may include the processing of Personal Data by Processor and/or its subprocessors.
PURPOSE OF PROCESSING/TRANSFER	<p>Dependent on Controller’s use of Processor’s services, Controller’s Personal Data is processed, and transfer is made for the following purposes:</p> <ul style="list-style-type: none"> • Relationship management: facilitating communication with customers, employees and users for the services performed under the Agreement. • HR and recruitment: the processing of applicant and employee personal data for the purposes of administering, organizing, and managing the applicant and employment relationship. • Service management: the provision and deployment of products and related services, consultancy, data migration, installation of systems and software, provision of support and maintenance services, training, channel and/or supplier administration and support. • Channel: administration and management of distributors and/or sales partners. • Marketing: administration and management of marketing databases for direct marketing purposes, conduct of marketing activities/campaigns. • Management of electronic identity and communication: identity management, security management, confidentiality of Controller and Controller’s customers and employees. • Operating and managing the IT and communications systems, managing product and service development, improving existing and developing new products and services, research and development, managing company assets, allocating company assets and resources, strategic planning, project management, business continuity.

	<ul style="list-style-type: none"> • Training: administration of learning managements systems, facilitation of onsite and online learning. • Research in any field including scientific and technical research. • Any other scope and purpose as described in the Agreement.
RETENTION	Controller’s Personal Data will be retained in accordance with the Agreement unless applicable law requires storage of the Personal Data for a longer period.
COMBINATION OF DATA	Personal Data received from Controller will not be combined with Personal Data collected by Processor unless otherwise agreed to in the PO.
TRANSFER TO SUBPROCESSORS	<p>Processor may process and transfer Personal Data to the subprocessors specifically identified in the PO in relation to the performance of the Agreement and in accordance with the following scope:</p> <ul style="list-style-type: none"> • Subject Matter <ul style="list-style-type: none"> ○ The subject matter of the processing under the Agreement is the Personal Data. • Nature of the processing <ul style="list-style-type: none"> ○ Processor and its subprocessors are providing Products, services, or fulfilling contractual obligations to Controller as described in the Agreement. These Products, services, and fulfilling contractual obligations may include the processing of Personal Data by Processor and/or its subprocessors. • Duration <ul style="list-style-type: none"> ○ The duration of the processing under the Agreement is determined by the Controller and as set forth in the Agreement.
LIST OF SUBPROCESSORS	The list of sub-processors is available upon request.
C. COMPETENT SUPERVISORY AUTHORITY	
The competent supervisory authority shall be the supervisory authority which has jurisdiction in relation to the activities of the Controller as controller under Applicable Privacy Laws.	
D. GOVERNING LAW AND CHOICE OF FORUM	
GOVERNING LAW	The parties select the law of the State of Texas, U.S., without regard to its conflicts of laws principles
CHOICE OF FORUM	The parties select the exclusive personal jurisdiction and venue of the State and Federal courts located in Tarrant County, Texas, U.S. for all disputes arising out of or relating to the Agreement.



ANNEX 2
TO
SMART START'S DATA PROCESSING OBLIGATIONS FOR SUPPLIERS EXHIBIT

This Data Processing Exhibit is entered into by Smart Start for and on behalf of itself and its affiliates identified on the list available at <https://www.smartstartinc.com/supplier-terms-conditions/> as updated from time to time.