

Summary of updates made to the Cendyn Data Processing Agreement in the January 21, 2022, version.

- We made the following updates:
 - Inserted the date we've updated this version of the Data Processing Agreement (DPA).
 - Referenced the Cendyn Data Processing Agreement Accession Addendum as another way to make the DPA binding between Cendyn and the customer.
 - Defined the term Aggregate Customer Data, which does not constitute personal data, and clarified the terms of the DPA to assure you that Cendyn will never try to re-identify a person from Aggregate Customer Data.
 - Defined the term "Customer Account Data", which is the data Cendyn needs to do business with the customer (for example, to process bills), and explained that Cendyn acts as a Data Controller when we process Customer Account Data.
 - Expanded Cendyn's general obligation to inform our customer if we believe that their instructions infringe Applicable Data Protection Laws to all situations. In the previous version, this obligation only applied to personal data transferred in reliance of the Standard Contractual Clauses.
 - Clarified that Cendyn remains fully liable to its customer for the performance of the sub-processor's obligations.
 - Clarified that Cendyn will immediately delete Customer Personal Data from production systems when the Agreement terminates, unless our customer request we return it or applicable laws or our agreements requires we keep storing it. We now commit to certify our compliance with this obligation in writing upon request. We also commit to deleting Customer Personal Data from our backup systems within one (1) month after the termination of the Services.
 - Included a commitment to respect the terms of the DPA until we have deleted the Customer Personal Data.
 - Aligned our language about security standards, personal data breach notifications, and our assistance to help our customers comply with their own security obligations with the text of Articles 28, 32, and 33 of the EU GDPR.
 - Expanded our commitment to (1) work with our customers as much as possible if we ever receive a third-party request for Customer Personal Data to all our customers (such a governmental request), and (2) inform our customers if we believe we cannot comply with our obligations under the DPA. These commitments apply in all our engagements, not only those with customers who transfer data to Cendyn under the Standard Contractual Clauses.
 - Inserted clarifying language stating that our customers decide what personal data Cendyn processes depending on the types of Services and the third-party integrations they decide to use and the types of personal data they decide to collect (including sensitive data). We also clarify that, to provide the Services, our customers also instruct us to process Customer Personal Data for legitimate purposes such as investigating security incidents and preventing spam or fraudulent activity, and detecting and preventing network exploits or abuse.
 - Added a sub-processor to the list of sub-processors: TrustArc.
 - Changed our Chinese Jurisdiction Specific Terms to clarify that the Personal Information Protection Law (PIPL) is now in effect.

- Removed an unnecessary reference to Module 3 of the EU 2021 Standard Contractual Clauses.
- Fixed some typos and formatting issues.
- Changed some defined terms to make them easier to understand.
- Added the version number below the title of the document, before the date of this version is noted.
- Inserted an Oxford comma for listings of three or more items throughout the document.
- Corrected spacing issue throughout the document that resulted in some words containing more than one space between them.
- Changed the spelling of certain words to reflect the proper spelling used in American English rather than British English in the main body of the document and all exhibits, except in exhibits containing standard contractual clauses, as these cannot be altered.