



# **FORM GoSpotCheck Data Processing Agreement**

**Revision Date: January 1, 2024**

This Data Processing Agreement (“DPA”) reflects the parties’ agreement with regard to the Processing of Personal Data by or on behalf of Subscriber in connection with the Services under the Agreement.

This DPA is supplemental to, and forms an integral part of, the Agreement and is effective upon its incorporation into the Agreement, as specified in the Agreement, an Order Form, or a mutually executed amendment. If necessary, this DPA can be printed out by Subscriber and executed in counterparts and/or electronic signature. In case of a conflict or inconsistency with the terms of the Agreement, this DPA will take precedence over the terms of the Agreement to the extent of such conflict or inconsistency. For the purposes of this DPA, unless otherwise stated, all defined terms shall have the meanings given to them in accordance with the Agreement.

## 1. DEFINITIONS.

“**Agreement**” means, as applicable, the services or subscription agreement between WorldAPP, Inc. or its Affiliates (hereinafter referred together as “FORM”) and Subscriber.

“**California Personal Information**” means Personal Data that is subject to the protection of the CCPA.

“**CCPA**” means California Civil Code Sec. 1798.100 et seq. (also known as the California Consumer Privacy Act of 2018) and all amendments thereto including, but not limited to CPRA.

“**Consumer**”, “**Business**”, “**Sell**” and “**Service Provider**” will have the meanings given to them in the CCPA.

“**Subscriber**” means the entity that executed the Agreement together with Affiliates, whether authorized to use the Services by Subscriber pursuant to the Agreement or Affiliates that have signed Order Forms.

“**Subscriber Data**” means new and modified information and data generated through Authorized Users’ use of the Services including certain information specified by Subscriber and uploaded into the application and reporting of such data.

“**Data Protection Laws**” means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland, the United Kingdom and the United States and its individual states (including but not limited to the California Consumer Privacy Act, Virginia Consumer Data Protection Act, Utah Consumer Privacy Act, Colorado Privacy Act, Connecticut Data Privacy Act), applicable to the Processing of Personal Data under the Agreement.

“**Data Subject Request**” means a request or complaint from a Data Subject in relation to the individual’s Personal Data including any request to exercise such individual’s rights under Data Protection Laws.



**“Data Subject”** means the identified or identifiable person to whom Personal Data relates.

**“Public Authority Access”** means either a request for disclosure of Personal Data or direct access to Personal Data by a public authority.

**“GDPR”** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

**“Instructions”** means the written, documented instructions issued by Subscriber to FORM, and directing the same to perform a specific or general action with regard to Personal Data (including, but not limited to, depersonalizing, blocking, deletion, making available).

**“Personal Data”** means any information relating to an identified or identifiable individual where such information is contained within Subscriber Data and is protected similarly as personal data, personal information or personally identifiable information under applicable Data Protection Laws.

**“Personal Data Breach”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed by FORM and/or FORM’s Sub-Processors in connection with the provision of the Services. A Personal Data Breach will not include unsuccessful attempts or activities that do not compromise the security of Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

**“Processing”** means any operation or set of operations which is performed on Personal Data, encompassing the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction or erasure of Personal Data.

**“Services”** means subscription, professional or related services provided to Subscriber by FORM pursuant to the terms of an applicable Agreement.

**“Sub-Processor”** means any service provider engaged by FORM or FORM Affiliates to assist in fulfilling FORM’s obligations with respect to the provision of the Services under the Agreement. Sub-Processors may include third parties or FORM Affiliates but will exclude any FORM employee, independent contractor or consultant.

**“Third Party Request”** means a written request from a third party for disclosure of (or access to) Personal Data, including a Public Authority Access request, where compliance with such request is required by Applicable Law.

**“FORM”** means WorldAPP, Inc. and/ or its Affiliates.



## 2. SUBSCRIBER RESPONSIBILITIES.

- a. **Compliance with Laws.** In Subscriber's use of the Services, Subscriber will be responsible for complying with all requirements that apply to it under Data Protection Laws with respect to its Processing of Personal Data and the Instructions it issues to FORM. Without limiting the foregoing, Subscriber shall be solely responsible for the accuracy, quality, and legality of the Subscriber Data and the means the Subscriber Data was acquired. Subscriber shall be further solely responsible for complying with all requirements under Data Protection Laws for the Processing of the Personal Data, ensuring Subscriber has the right to transfer, or provide, access to, the Personal Data to FORM for Processing in accordance with the terms of the Agreement and this DPA, and ensuring the Subscriber's Instructions to FORM regarding the Processing of Personal Data comply with applicable laws, including Data Protection Laws.
- b. **Subscriber Instructions.** Subscriber agrees that the Agreement (including this DPA, SOWs or Order Forms), together with Subscriber's use of the Services in accordance with the Agreement, constitute Subscriber's complete and final Instructions to FORM in relation to the Processing of Personal Data, and additional instructions outside the scope of the Instructions shall require prior written agreement between FORM and Subscriber. FORM should inform Subscriber if, in its opinion, a processing instruction infringes applicable legislation and/or regulation.
- c. **Data Transfers.** Subscriber acknowledges and agrees that FORM may access and Process the Personal Data as necessary to provide the Services in accordance with the Agreement, and in particular, that Personal Data will be transferred to and Processed by FORM in the United States and to other jurisdictions where FORM Affiliates and third-party Sub-Processors have operations. FORM shall comply with the reasonable requirements for transfer of Personal Data to third countries which are set out by applicable laws, if any.

## 3. FORM OBLIGATIONS.

- a. **Compliance with Laws.** Within the scope of the Agreement, FORM will be responsible for complying with all requirements that apply to it under applicable Data Protection Laws with respect to its Processing of Subscriber's Personal Data. FORM, upon request by Subscriber, will provide Subscriber with reasonable assistance, at Subscriber's expense, in ensuring its compliance with the applicable Data Protection Laws taking into account the nature of processing and information available to FORM. FORM is not responsible for compliance with any Data Protection Laws applicable to Subscriber or Subscriber's industry that are not generally applicable to FORM.
- b. **Compliance with Instructions.** FORM will Process Personal Data for the purposes described in this DPA or otherwise agreed within the scope of Subscriber's lawful Instructions (except to the extent required by applicable law), including transfers of Personal Data to a third country or an international organization.
- c. **Demonstration of Compliance.** FORM will make available to Subscriber all information reasonably necessary to demonstrate compliance with this DPA and allow for audits in order to assess compliance with this DPA, provided that such audits shall take place no more than once per calendar year during the Term and shall be subject to the



confidentiality obligations set forth in the Agreement and to agreed-to specifics regarding timing, scope and duration of the audit.

- d. **Confidentiality.** FORM will ensure that any personnel engaged by FORM in the Processing of Personal Data are subject to appropriate confidentiality obligations (whether a contractual or statutory obligation).
- e. **Security.** FORM will maintain appropriate technical and organizational measures for the protection of Personal Data from Personal Data Breaches including security incident management policies and procedures set forth in Schedule B attached hereto (“Security Measures”). FORM will regularly monitor compliance with such Security Measures. FORM 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.
- f. **Personal Data Breaches.** FORM will promptly notify Subscriber after it becomes aware of any Personal Data Breach and will provide timely information relating to the Personal Data Breach as it becomes known or reasonably requested by Subscriber. FORM will make reasonable efforts to identify the cause of such Personal Data Breach and take those steps as FORM deems necessary and reasonable to remediate the cause of such Personal Data Breach to the extent the remediation is within FORM’s reasonable control. The obligations herein shall not apply to incidents that are caused by Subscriber or Subscriber’s Authorized Users.
- g. **Return or Deletion of Personal Data.** Through the Services, Subscriber is provided with a number of controls that can be used to retrieve, correct, delete or restrict Personal Data, which Subscriber can use to assist it in connection with its obligations under Data Protection Laws. To the extent applicable, upon Subscriber’s request, FORM will return or delete all Subscriber Data (including Personal Data) Processed pursuant to this DPA on termination or expiration of the Agreement in accordance with the procedures and timeframes set out in the Agreement, except to the extent FORM is required by applicable law or contract to retain any Subscriber Data, or to Subscriber Data archived on back-up systems as described in the Agreement.
- h. **Other Assistance.** FORM, upon Subscriber’s request, will provide Subscriber with reasonable assistance to enable Subscriber to fulfill its obligations concerning, when applicable, data protection impact assessment and prior consultation with the supervisory authority, notification of a Personal Data Breach to the supervisory authority, communication of a Personal Data Breach to the Data Subject and responding to individuals exercising their rights under the applicable Data Protection Laws. The same obligations shall apply to any question, complaint or communication received by FORM from any data protection regulator or authority, or other organization tasked with enforcing Data Protection Laws relating to FORM’s provision of Services to Subscriber. To the extent legally permitted, Subscriber shall be responsible for any costs arising from FORM’s provision of assistance herein.

## 4. SUB-PROCESSORS.

- a. **Appointment of Sub-Processors.** Subscriber agrees that FORM may engage FORM’s Affiliates and third-party Sub-Processors to Process Personal Data in connection with the provision of the Services. FORM has entered into a written agreement with each third-party Sub-Processor containing data protection obligations not less protective



than those in the Agreement with respect to the protection of Subscriber Data to the extent applicable to the nature of the Services provided by such third-party Sub-Processor.

- b. List of Current Third-Party Sub-Processors and Notification of New Third-Party Sub-Processors.** FORM has currently appointed, and Subscriber is giving its general authorization to use, as Sub-Processors, FORM Affiliates, whether or not they are indicated herein, and third-party Sub-Processors listed in Schedule C to this DPA. To receive email notifications of any updates to the third-party Sub-Processors list, Subscriber may opt-in by subscribing to the additional or changed third-party Sub-Processors list by sending a corresponding message to [support@worldapp.com](mailto:support@worldapp.com)/[support@gospotcheck.com](mailto:support@gospotcheck.com) or, where Subscriber doesn't want to opt-in by subscribing, to monitor the current third-party Sub-Processors list available in the current version of this DPA published on FORM's website. FORM may also directly notify Subscriber in the event that additional or changed Sub-Processors are required to Process Subscriber Data in connection with the specific Services provided to Subscriber.
- c. Objection Right.** Subscriber shall have a right to object to FORM's use of a new third-party Sub-Processor by sending a written notice stating reasonable grounds for the objection to FORM within thirty (30) days after receiving a notice from FORM about a new third-party Sub-Processor or, where Subscriber doesn't want to opt-in by subscribing to the additional or changed third-party Sub-Processors list, within thirty (30) days after publishing of the renewed third-party Sub-Processors list on FORM's website as described above. In the event Subscriber objects to a new Sub-Processor, as permitted in the preceding sentence, FORM will use reasonable efforts to make available to Subscriber a change in the Services or recommend a commercially reasonable change to Subscriber's configuration or use of the Services to avoid Processing of Personal Data by the objected new Sub-Processor. FORM and Subscriber shall diligently work together to resolve any issues regarding objection to a new Sub-Processor provided by Subscriber. If FORM and Subscriber cannot resolve an objection issue within a reasonable period of time, FORM, in its sole discretion, shall either not appoint the objected-to new-Sub-Processor, or shall permit Subscriber to terminate the Agreement with respect only to those Services which cannot be provided by FORM without the use of the objected-to new Sub-Processor by sending a notice to FORM and without imposing a penalty on Subscriber for such termination. In the event the Agreement is terminated as noted, FORM will refund Subscriber fees pre-paid by Subscriber with respect to the terminated Services following the effective date of termination.
- d. Liability.** FORM will remain responsible for each Sub-Processor's compliance with the obligations of this DPA and for any acts or omissions of such Sub-Processor that cause FORM to breach any of its obligations under this DPA.

## 5. DATA SUBJECT REQUEST.

To the extent that Subscriber is unable to independently address a Data Subject Request through the controls provided by the Services, then upon Subscriber's written request FORM will provide reasonable assistance to Subscriber by appropriate technical and organizational measures, insofar as this is possible, to respond to any Data Subject Requests or requests from data protection authorities relating to the Processing of Personal Data under the



Agreement. If a Data Subject Request or other communication regarding Processing of Personal Data is made directly to FORM, FORM will notify Subscriber without undue delay and will advise the Data Subject to submit the request to Subscriber. Subscriber will be solely responsible for responding substantively to any such Data Subject Requests or communications involving Personal Data. Upon request by Subscriber, FORM may provide assistance to Subscriber in relation to any such Data Subject Request or communication involving Personal Data. The same obligations shall apply to any question, complaint or communication received by FORM from any data protection regulator or authority, or other organization tasked with enforcing Data Protection Laws relating to FORM's provision of Services to Subscriber. To the extent legally permitted, Subscriber shall be responsible for any costs arising from FORM's provision of assistance herein.

## 6. THIRD-PARTY REQUEST.

Where FORM receives a Third-Party Request or becomes aware of Public Authority Access in relation to Personal Data transferred to it, FORM shall promptly notify Subscriber, if permitted under the applicable law, and provide all information available to it including, but not limited to, the requesting party, legal grounds for the request and a response provided to the third party, if any.

If FORM is prohibited from notifying Subscriber of a Third-Party Request or Public Authority Access, it shall use its best efforts to obtain a waiver of the prohibition to notify Subscriber.

FORM acknowledges and agrees that it shall evaluate the Public Authority Access as to the legality of the Personal Data disclosure. If, after a thorough analysis, FORM concludes that under the law there are grounds for challenging the request, it shall exhaust all remedies to challenge the request received. FORM shall take commercially reasonable measures to suspend the effects of the request until the court has decided on the merits.

FORM shall document its assessment and challenge of the request for disclosure and notify the competent supervisory authority from the European Economic Area about the received request, insofar as possible under the law or request.

FORM shall only provide the minimum amount of information possible, based on a reasonable interpretation of the request.

To the extent legally permitted, Subscriber shall be responsible for any costs arising from FORM's provision of assistance herein.

## 7. LIMITATION OF LIABILITY.

Each party and each of their Affiliates' liability, taken in aggregate, arising out of or related to this DPA (and any other DPAs between the parties) and the Standard Contractual Clauses (where applicable), whether in contract, tort or under any other theory of liability, will be subject to the limitations and exclusions of liability set out in the



Agreement. Any reference in such sections to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement (including this DPA).

## 8. ADDITIONAL PROVISIONS FOR PROCESSING OF EUROPEAN PERSONAL DATA.

- a. **GDPR.** FORM will Process Personal Data in accordance with the GDPR requirements directly applicable to FORM's provision of Services.
- b. **Roles of the Parties.** The parties acknowledge and agree that with regard to the Processing of Personal Data, Subscriber is the Controller, FORM is the Processor, and that FORM will engage Sub-Processors pursuant to the requirements set forth in Section 4 above.
- c. **Details of Processing.** The subject-matter of Processing of Personal Data by FORM is the performance of Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and categories of Data Subjects under this DPA are further detailed in Schedule A (Details of Processing) to this DPA.
- d. **Transfer Mechanisms.**

FORM (the US companies and affiliates) complies with EU-U.S. Data Privacy Framework (EU-U.S. DPF) and the UK Extension to the EU-U.S. DPF as set forth by the U.S. Department of Commerce. FORM has certified to the U.S. Department of Commerce that it adheres to the EU-U.S. Data Privacy Framework Principles (EU-U.S. DPF Principles) with regard to the processing of personal data received from the European Union in reliance on the EU-U.S. DPF and from the United Kingdom (and Gibraltar) in reliance on the UK Extension to the EU-U.S. DPF. Thus, in its data transfers from the EU and UK to US FORM relies on the EU-U.S. Data Privacy Framework (EU-U.S. DPF) and the UK Extension to the DPF as an adequate means of protection of the personal data.

Subscriber and FORM acknowledge and agree that to the extent that the data protection legislation of Switzerland applies to the data transfers by the data exporter, the Standard Contractual Clauses (Controller to Processor) are incorporated herein by reference and are an integral part of this DPA. Subscriber shall be the data exporter and FORM shall be the data importer for the purposes of the Standard Contractual Clauses. The following changes to the Standard Contractual Clauses shall apply for the enforcement and operation of the Standard Contractual Clauses for transfers made by the Swiss data exporter to the data importer:

1. in Clause 7, the optional docking clause will not apply;
2. in Clause 9, Option 2 will apply, and the time period for prior notice of Sub-processor changes shall be as set out in Section 4 of this DPA;
3. in Clause 11, the optional language will not apply;
4. in Clause 17, Option 1 will apply, and the EU SCCs will be governed by the Swiss law;
5. in Clause 18(b), disputes shall be resolved before the courts of Switzerland;
6. Annex I of the EU SCCs shall be deemed completed with the information set out in Schedule 1 to this DPA; and



7. Annex II of the EU SCCs shall be deemed completed with the information set out in Schedule 2 to this DPA.
8. References to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) or specific articles of the Regulation shall be replaced with reference to the Swiss data protection laws and applicable articles therein;
9. References to the Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC shall be deleted;
10. Any references to the EU, European Union, Union, Member State shall be replaced with references to Switzerland accordingly.
11. Data transfers governed by Swiss data protection legislation are also covered by the Standard Contractual Clauses in case of the transfer of information relating to an identified or identifiable legal entity where such information is protected similarly as Personal Data under Swiss data protection legislation until such laws are amended to no longer apply to a legal entity.

## 9. ADDITIONAL PROVISIONS FOR PROCESSING OF CALIFORNIA PERSONAL INFORMATION.

- a. **CCPA.** This section 9 of the DPA will apply only with respect to California Personal Information.
- b. **Roles of the Parties.** When Processing California Personal Information in accordance with the Instructions, the parties acknowledge and agree that Subscriber is a Business and FORM is a Service Provider for the purposes of the CCPA.
- c. **Responsibilities.** The parties agree that FORM will Process California Personal Information as a Service Provider strictly for the purpose of performing the Services under the Agreement (the “Business Purpose”) or as otherwise permitted by the CCPA.

## 10. GOVERNING LAW.

This DPA shall be governed by and construed in accordance with governing law and jurisdiction provisions specified in the Agreement, unless required otherwise by Data Protection Laws.

### List of Schedules

Schedule A – Details of Processing


Schedule B– Security Measures

Schedule C – List of Third-Party Sub-Processors



The parties' authorized signatories have duly executed the DPA.

**WORLDAPP, INC.**, by and on behalf of its affiliates, as applicable

Signature:  \_\_\_\_\_  
F60401F85500439...  
 Print Name: Ali Moosani  
 Title: CEO  
 Date: 1/3/2024

**SUBSCRIBER**, by and on behalf of its affiliates, as applicable

Signature: \_\_\_\_\_  
 Subscriber Legal Name: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



# SCHEDULE A – DETAILS OF PROCESSING

## Nature and Purpose of Processing

FORM will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further specified in the Related Materials, and as further instructed by Subscriber in its use of the Services.

## Duration of Processing

Unless otherwise set forth in the DPA, FORM will Process Personal Data for the duration of the Agreement, in accordance with the data storage procedures and timeframes set out in the Agreement.

## Categories of Data Subjects

Subscriber may submit Personal Data to the Services, the extent of which is determined and controlled by Subscriber in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

Prospects, Subscribers, business partners and vendors of Subscriber

Employees or contact persons of Subscriber's prospects, Subscribers, business partners and vendors

Employees, agents, advisors, freelancers or contact persons of Subscriber

Subscriber's Authorized Users or end users

## Type of Personal Data

Subscriber may submit Personal Data to the Services, the extent of which is determined and controlled by Subscriber in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First and last name
- Title
- Position
- Contact information (including company, email, phone, address)
- Location information and time stamped information needed for the mission completion
- Any other Personal Data submitted by, sent to, or received by Subscriber, Authorized Users, or Subscriber's end users, through the Services.

## Special categories of data (if appropriate)

FORM handles Subscriber Data provided by or through Subscriber. The parties do not anticipate the transfer of special categories of data unless expressly agreed by the parties.



## Processing operations

Personal Data will be Processed in accordance with the Agreement (including this DPA) and may be subject to the following Processing activities:

- Storage and other Processing necessary to provide, maintain and improve the Services provided to Subscriber;
- Storage and other Processing necessary to provide technical support to Subscriber; and
- Disclosures as required by applicable laws or otherwise set forth in the Agreement.

## Other applicable information:

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

Data importer will process personal data for the duration of the agreement, in accordance with the data storage procedures and timeframes set out in the service agreement.

**The frequency of the transfer** continuous basis.

**Data importer's representative in the European Union:** DPO Consulting, in Paris, France.

**Data importer's representative in the European Union email address:** [dpo\\_eu@form.com](mailto:dpo_eu@form.com)

**Data importer's representative in the UK:** Designlogic Limited, Hampshire, UK

**Data Importer's Data Protection Officer's email contacts:** [dpo@form.com](mailto:dpo@form.com) or (781) 849-8118.

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

Personal data may be transferred to (sub-) processors for performance of services, as further instructed by data importer in its use of the services. (Sub-) processors will process personal data for the duration of the service agreement, in accordance with the data storage procedures and timeframes set out in the service agreement. List of the Sub-processors used for the provision of the Services and their country of location is attached as a Schedule C to the DPA.



## SCHEDULE B – SECURITY MEASURES

The following technical and organizational measures are performed on the processes taken by data importer:

### Hosting & Infrastructure

- Physical security is managed by our cloud infrastructure providers (Google Cloud Platform, Amazon Web Services). Details on the physical and environmental controls enacted by the cloud providers are available at their respective compliance portals:
  - Google Cloud Platform: <https://cloud.google.com/security/compliance>
  - Amazon Web Services: <https://aws.amazon.com/compliance/>

### Data Security

#### Authentication & Access Management

- Users are uniquely identified by email address.
- Authorization controls are managed at the role/team/department level.
- Audit logging stored read-only in SumoLogic for 1 year.
- GoSpotCheck operates with a principle of least access required. Roles and job descriptions are clearly defined to ensure that there is accountability for all actions in the system through all aspects of the software development lifecycle.
- Access controls are determined at time of employment and are audited when an employee's role within the organization changes.
- Offboarding of all access controls is performed within 24 hours of employee termination.

#### Data Storage & Encryption

- Personal data is encrypted in transit and at rest.
- Data at rest is encrypted using AES 256 Block Storage. Encryption keys are managed by the cloud providers
- Data in transit is encrypted using TLS 1.2 or better.

#### Data Integrity

- Data integrity is ensured through foreign key constraints enforced at the transactional database layer.
- All code changes undergo a quality assurance verification along with automated testing (unit testing, integration testing, etc.) before being merged into mainline branches and deployed. Mainline builds undergo regression and acceptance testing in pre-production environments prior to production deployment.



## System Stability, Assessment & Monitoring

- All applications are built into containers using standardized configuration management tools that ensure consistency of system configuration.
- GoSpotCheck platform runs in highly available, resilient cloud infrastructure with redundancy and elastic scaling capabilities. Containers are operated using modern orchestration tools (Kubernetes) to ensure continuous availability and performance.

## FORM Security Policies, Compliance & Certification

- FORM undergoes yearly ISO 27001 audits for operations and technical controls.
- FORM is ISO 27001 and ISO 27701 certified.
- Internal IT and IT security governance and management are conducted by Form InfoSec team.



## SCHEDULE C – LIST OF THIRD-PARTY SUB-PROCESSORS

The list below contains the third-party Sub-Processors that are currently relied upon by FORM in connection with the Services and may be used in connection with FORM's Processing of Subscriber Data.

Entity Name	Description of Sub-Processing Activities	Location
<b>Microsoft Corporation (e.g., Azure, O365)</b>	Information Technology Support Services	Microsoft Corporation, One Microsoft Way, Redmond, Washington 98052-6399, United States
<b>Salesforce.com, Inc.</b>	Internal Operations Support Services	Salesforce.com, Inc. Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, CA 94105, United States
<b>ZenDesk, Inc.</b>	Internal Operations Support Services	989 Market St, San Francisco, CA 94103, United States
<b>Google Cloud Platform</b>	Cloud Infrastructure	1600 Amphitheatre Parkway, Mountain View, CA 94043, USA
<b>Amazon Web Services</b>	Cloud Infrastructure	410 Terry Avenue North, Seattle, Washington, 98109-5210, USA
<b>Looker Data Sciences</b>	Data Visualization	101 Church Street, 4th Floor, Santa Cruz, CA 95060, USA
<b>DataBricks</b>	Data Pipeline	160 Spear Street, 13th Floor, San Francisco, CA 94105, USA
<b>Snowflake</b>	Data Warehouse	Suite 3A, 106 East Babcock Street, Bozeman, Montana 59715, USA
<b>Aiven</b>	Managed Data Platform	Antinkatu 1, FI – 00100 Helsinki, Finland
<b>Atlassian</b>	Providing the cloud products and services, including: import/export issues and records; track projects; search content; create and edit pages; save and store files; display profiles; provide user alerts and messages.	Global HQ: Level 6, 341 George Street, Sydney, NSW 2000, Australia. US HQ: 350 Bush Street Floor 13, San Francisco, CA, 94104 USA
<b>Auth0</b>	Auth0 is the identity provider for GoSpotCheck platform.	10800 NE 8th Street, Suite 600, Bellevue, WA 98004, USA



<b>Pendo</b>	Provider of certain cloud-based software services for the purposes of product enhancement and providing in-application guidance.	150 Fayetteville St., Raleigh, NC 27601, USA
<b>Warrior Developers</b>	Operations Services	1100 Glendon Ave., Suite 920 Los Angeles, California 90024
<b>Gearset</b>	Salesforce backups	Gearset Limited, The Bradfield Centre, Cambridge Science Park Rd, Cambridge, CB4 0GA, UK
<b>Couchbase</b>	Used in the PhotoWorks product	Couchbase 3250 Olcott Street Santa Clara, CA 95054 United States
<b>Sendgrid</b>	Transactional email communication from the product	Sendgrid (Twilio) Denver, 1801 California St #500, United States
<b>WorldAPP Affiliates</b>		
<b>GSC Helium, LLC</b>	In-house Operations	859 Willard Street, Suite 400, Quincy MA 02169, United States
<b>Designlogic Limited</b>	In-house Operations	The Square, Basing View, Basingstoke, Hampshire, RG21 4EB UK
<b>ShelfWise Sp. z o.o.</b>	In-house Operations	ul. Berka Joselewicza 21C 31-031 Kraków, Poland, <a href="mailto:hello@shelfwise.ai">hello@shelfwise.ai</a>
<b>Additional Sub-processors for ML instances</b>		
<b>Mixpanel</b>	Analytics, measurement and Improvement of our customer experience	One Front St, Floor 28 San Francisco, CA 94111 USA
<b>Sumologic, Inc.</b>	Log Management and Analytics	855 Main St., Suite 100 Redwood City, CA 94063/ Aviation House 125 Kingsway



		London, WC2B 6HN
--	--	------------------

This list may be updated from time to time as third-party Sub-Processors are added or removed. To receive email notifications of any such updates, Subscriber may opt-in by subscribing to the additional or changed Sub-Processors list by sending a corresponding message to [support@worldapp.com](mailto:support@worldapp.com) or [support@gospotcheck.com](mailto:support@gospotcheck.com) or, where Subscriber doesn't want to opt-in by subscribing, to monitor the current third-party Sub-Processors list available in the current version of this DPA published on the website. FORM may also directly notify Subscriber in the event that additional or changed Sub-Processors are required to Process Subscriber Data in connection with the specific Services provided to Subscriber.

