# Trackmedium Data Processing Addendum (Processor DPA)

This DPA forms part of the Agreement (as defined in the MSA) between Trackmedium, LLC ("**Trackmedium**") and the Subscriber (as defined in the MSA), and applies where Trackmedium Processes Personal Data on behalf of Subscriber in providing the Products.

Capitalized terms used but not defined in this DPA have the meanings set forth in the Agreement.

**Effective Date of this version**: February 25, 2026.

## 1. Definitions

1.1 **"Applicable Data Protection Laws"** means all privacy and data protection laws and regulations applicable to the Processing of Personal Data under the Agreement, including (as applicable) the GDPR, UK GDPR, and applicable U.S. state privacy laws.

1.2 **"Controller," "Processor," "Personal Data," "Process/Processing," and "Supervisory Authority"** have the meanings given under Applicable Data Protection Laws.

1.3 **"Customer Personal Data"** means any Personal Data Processed by Trackmedium on behalf of Subscriber under the Agreement.

1.4 **"Security Incident"** means a confirmed breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Personal Data in Trackmedium's systems. Security Incident does not include unsuccessful attempts or activities that do not compromise Customer Personal Data (for example, routine internet scanning, pings, or blocked attacks).

1.5 **"Sub-processor"** means a Processor engaged by Trackmedium to Process Customer Personal Data to provide the Trackmedium Products.

1.6 **"Prohibited Data"** means (a) Special Categories of Personal Data under the GDPR, (b) regulated health data subject to HIPAA, (c) cardholder data subject to PCI DSS, (d) precise geolocation data, except where enabled by Subscriber for an agreed feature and collected in accordance with Applicable Data Protection Laws (including any required notices and consents), (e) biometric identifiers used for unique identification, (f) Social Security numbers or other government ID numbers, and (g) any other data that requires heightened controls under Applicable Data Protection Laws, unless the parties expressly agree in writing (including required security and commercial terms).

## 2. Roles and scope

2.1 **Roles.** Subscriber is the Controller of Customer Personal Data and Trackmedium is the Processor, unless Subscriber is acting as a Processor for a third-party Controller, in which case Trackmedium is a Sub-processor.

2.2 **Scope.** This DPA applies to Trackmedium's Processing of Customer Personal Data solely to provide the Trackmedium Products and related support and professional services (if any) under the Agreement.

2.3 **Details of Processing.** The subject matter and details of Processing are described in Annex 1 (Details of Processing).

## 3. Processing instructions

3.1 Trackmedium will Process Customer Personal Data only:
(a) to provide the Trackmedium Products and perform Trackmedium's obligations under the Agreement

and this DPA; and
(b) in accordance with Subscriber's documented lawful instructions as reflected in Subscriber's configuration and use of the Trackmedium Products and any documented instructions in the Agreement.

3.2 **Unlawful instructions.** If Trackmedium reasonably believes an instruction violates Applicable Data Protection Laws, Trackmedium will inform Subscriber unless prohibited by law.

**4. Subscriber responsibilities**
4.1 Subscriber represents and warrants that it has provided all required notices and obtained all required consents and lawful bases to Process Customer Personal Data and to instruct Trackmedium to Process Customer Personal Data.

4.2 Subscriber is responsible for:
(a) the accuracy, quality, and legality of Customer Personal Data;
(b) the means by which Subscriber acquired Customer Personal Data;
(c) maintaining appropriate access controls for its users, including safeguarding credentials and using available security features; and
(d) ensuring it does not provide Prohibited Data unless expressly agreed in writing by the parties.

**5. Confidentiality**
5.1 Trackmedium will ensure that personnel authorized to Process Customer Personal Data are subject to appropriate confidentiality obligations.

**6. Security**
6.1 **Security Program.** Trackmedium will implement and maintain appropriate technical and organizational measures designed to protect Customer Personal Data. Such measures are described in Trackmedium's Information Security Program Standards (the "**Security Standards**") available at: https://www.trackmedium.com/legal/

The Security Standards are incorporated by reference into this DPA.

6.2 **Updates.** Trackmedium may update the Security Standards from time to time in accordance with Section 14 of the Trackmedium Information Security Program Standards. Trackmedium may retire, replace, or modify specific controls, provided that Trackmedium maintains controls reasonably designed to provide a comparable level of protection overall for Customer Personal Data in the Trackmedium Products.

6.3 **Confidentiality of Security Details.** Information contained in or relating to the Security Standards is Trackmedium Confidential Information. Upon Subscriber's written request, Trackmedium may provide reasonable additional detail regarding the Security Standards under appropriate confidentiality restrictions, to the extent reasonably necessary for Subscriber's compliance purposes.

**7. Sub-processors**
7.1 **General authorization.** Subscriber authorizes Trackmedium to engage Sub-processors to Process Customer Personal Data to provide the Trackmedium Products.

7.2 **List of Sub-processors.** Trackmedium maintains an up-to-date list of Sub-processors that may Process Customer Personal Data (the "**Sub-processor List**") at: https://www.trackmedium.com/legal/trackmedium-subprocessors/

The Sub-processor List is incorporated by reference into this DPA.

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7.3 **Notice of changes.** Trackmedium may update the Sub-processor List from time to time. Trackmedium will use commercially reasonable efforts to provide notice of any new or replacement Sub-processor by updating the Sub-processor List at least fifteen (15) days before the change becomes effective, unless a shorter period is required for security, legal, or operational reasons.

7.4 **Objection process.** Subscriber may object in writing within ten (10) days after Trackmedium posts notice of a new or replacement Sub-processor, but only where Subscriber reasonably demonstrates the Sub-processor would create a material risk to Customer Personal Data. Subscriber's objection must include reasonable detail.

7.5 **Resolution.** If Subscriber objects under Section 7.4, Trackmedium will use commercially reasonable efforts to address the objection, which may include providing additional information, offering a workaround, or using an alternative Sub-processor (as determined by Trackmedium). If Trackmedium cannot reasonably resolve the objection within thirty (30) days, then Subscriber may terminate only the affected Trackmedium Product or feature that requires the new Sub-processor. Any refund will be limited to the pro-rated portion of prepaid fees for the terminated portion, for the remainder of the then-current term, if applicable.

7.6 **Flow-down terms.** Trackmedium will impose written data protection obligations on Sub-processors that are no less protective than those in this DPA, including appropriate security obligations.

**8. International transfers**

8.1 **Transfers mechanism.** Where Applicable Data Protection Laws require a valid transfer mechanism for Customer Personal Data transferred from the EEA, UK, or Switzerland to countries that do not provide adequate protection, the parties agree to rely on the EU Standard Contractual Clauses adopted under Commission Implementing Decision (EU) 2021/914 ("EU SCCs").

8.2 **UK transfers.** For transfers subject to the UK GDPR, the parties agree to use the UK International Data Transfer Addendum appended to the EU SCCs, unless the parties agree otherwise in writing.

8.3 **Switzerland.** For transfers subject to Swiss law, the parties will apply a Swiss addendum approach consistent with Swiss requirements regarding use of the EU SCCs.

8.4 **Alternative adequacy mechanisms.** If Trackmedium participates in an applicable adequacy framework for a transfer, the parties may rely on that framework for the relevant transfer.

8.5 **SCC specifics.** The SCC configuration and annex mapping are set out in Annex 4 (SCC Configuration).

**9. Data subject requests and assistance**

9.1 If Trackmedium receives a request from a data subject relating to Customer Personal Data, Trackmedium will, to the extent legally permitted, direct the data subject to Subscriber and notify Subscriber.

9.2 Taking into account the nature of the Processing, Trackmedium will provide reasonable assistance to Subscriber to respond to data subject requests and regulatory inquiries, but only to the extent Subscriber cannot address the request through self-service features in the Trackmedium Products.

9.3 Assistance beyond self-service, including custom reporting, special exports, or non-standard security questionnaires, may be provided at Trackmedium's then-current professional services rates, unless required by law.

9.4 Trackmedium will provide reasonable assistance with DPIAs and prior consultation only to the extent required by law and limited to information reasonably available to Trackmedium.

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**10. Security Incident notification**
10.1 Trackmedium will notify Subscriber without undue delay after becoming aware of a Security Incident and will provide information reasonably necessary for Subscriber to meet its legal obligations, as such information becomes available.

10.2 Trackmedium may delay notice to the extent necessary to comply with law enforcement requests or applicable law.

**11. Return or deletion of Customer Personal Data**
11.1 During the term, Subscriber may access, export, or retrieve Customer Personal Data via the Trackmedium Products.

11.2 Upon termination or expiration of the Agreement, Trackmedium will delete Customer Personal Data within ninety (90) days, unless:
(a) Subscriber requests earlier deletion where feasible;
(b) retention is required by applicable law; or
(c) Customer Personal Data remains in backups and will be deleted in accordance with Trackmedium's backup retention cycle.

11.3 Trackmedium may retain limited Customer Personal Data as necessary to establish, exercise, or defend legal claims, enforce the Agreement, or comply with legal obligations.

**12. Audits and compliance**
12.1 Upon written request, Trackmedium will make available reasonable information to demonstrate compliance with this DPA, which may include summaries of security controls, third-party audit reports, or certifications, to the extent available.

12.2 Subscriber may conduct an audit only where required by Applicable Data Protection Laws and only to the extent Trackmedium's compliance cannot reasonably be demonstrated through the materials described in Section 12.1.

12.3 Any audit under Section 12.2 must:
(a) occur no more than once per 12 months, unless a Security Incident affecting Subscriber materially justifies more;
(b) be limited to systems and controls relevant to Customer Personal Data;
(c) be conducted during normal business hours with at least 30 days prior written notice;
(d) be performed by an independent auditor bound by confidentiality;
(e) not unreasonably interfere with Trackmedium operations; and
(f) be subject to Trackmedium's reasonable security and confidentiality requirements.

12.4 Subscriber will bear all audit costs and reimburse Trackmedium for reasonable time and expenses incurred in supporting any audit beyond providing standard materials.

**13. Liability**
13.1 **Agreement controls.** The parties' liability arising out of or relating to this DPA is subject to the limitations, exclusions, and caps of liability in the Agreement, to the maximum extent permitted by law.

13.2 If the EU SCCs impose liability in a way that cannot be contractually limited under Applicable Data Protection Laws, the EU SCCs will apply only to that minimum required extent.

**14. Term, precedence, and updates**
14.1 This DPA remains in effect for as long as Trackmedium Processes Customer Personal Data.

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14.2 If there is a conflict between this DPA and the Agreement, this DPA controls only with respect to data protection and Processing obligations. The Agreement controls for all other terms.

14.3 Updates to this DPA, if any, will follow the Agreement's update and effectiveness mechanics for ancillary policies and addenda.

**15. U.S. state privacy addendum**

To the extent Applicable Data Protection Laws include U.S. state privacy laws (including California), Trackmedium will Process Customer Personal Data as a "service provider" or "processor" as applicable, and will not "sell" or "share" Customer Personal Data as those terms are defined by applicable law. Trackmedium will Process Customer Personal Data only to provide the Trackmedium Products and as permitted by the Agreement and this DPA.

**16. Acceptance; Execution**

This DPA is incorporated into and forms part of the Agreement. Subscriber's execution (or acceptance) of the Agreement or an applicable Order Form, or Subscriber's use of the Trackmedium Products, constitutes acceptance of this DPA. This DPA may be executed in counterparts and by electronic means. Upon Subscriber's written request, the parties will execute a mutually acceptable signature page for this DPA.

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## Annex 1: Details of Processing

1. **Subject matter:** Provision of the Trackmedium Products (QMS software and related services).
2. **Duration:** Subscription term plus the deletion period in Section 11.
3. **Nature and purpose:** Hosting, storing, organizing, transmitting, and enabling Subscriber users to manage quality processes and records; providing support; maintaining service availability; security and fraud prevention; and other Processing necessary to provide the Trackmedium Products.
4. **Categories of data subjects:** Subscriber's authorized users; Subscriber employees; Subscriber contractors; Subscriber suppliers; and other individuals whose Personal Data is entered into the Trackmedium Products by Subscriber.
5. **Categories of Personal Data:** Determined by Subscriber and may include names, usernames, email addresses, phone numbers, job titles, audit records, training records, quality events, supplier contact details, and other data uploaded to or entered into the Trackmedium Products by Subscriber.
6. **Special categories:** Not intended for Prohibited Data. Subscriber will not provide Prohibited Data unless expressly agreed in writing and supported by appropriate controls.
7. **Processing operations:** Collection, recording, organization, structuring, storage, adaptation, retrieval, consultation, use, disclosure by transmission, alignment, restriction, and deletion.

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## Annex 2: Security Measures

Trackmedium's technical and organizational security measures are described in the Trackmedium **Information Security Program Standards** available at:
https://www.trackmedium.com/legal/

The Security Standards are incorporated by reference into this DPA.

Without limiting the foregoing, the Security Standards address the following control domains, as applicable to the Trackmedium Products:
(a) access control and least privilege;
(b) authentication and administrative access restrictions;
(c) encryption in transit, and encryption at rest where appropriate for the system design;
(d) logging and monitoring;
(e) vulnerability management and patch management;
(f) secure development and change management practices;
(g) backup, recovery, and resilience practices;
(h) incident response and investigation procedures; and
(i) Sub-processor security and oversight requirements.

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## Annex 3: Sub-processors

Trackmedium's Sub-processors are listed in the Sub-processor List at:
https://www.trackmedium.com/legal/trackmedium-subprocessors/

The Sub-processor List is incorporated by reference into this DPA.

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## Annex 4: SCC Configuration

A) **EU SCCs**
The parties incorporate by reference the Standard Contractual Clauses adopted by the European Commission under Commission Implementing Decision (EU) 2021/914 ("EU SCCs"), as follows:

- **Module:** Controller to Processor (Module 2), and Processor to Processor (Module 3) where Subscriber is a Processor
- **Docking clause:** Enabled (optional)
- **Annex mapping:**
  - EU SCC Annex I.A and I.B are completed using the parties' identities in this DPA and Annex 1 of this DPA
  - EU SCC Annex II is completed using Annex 2 of this DPA
  - EU SCC Annex III is completed using Annex 3 of this DPA

B) **UK Addendum**
For transfers subject to the UK GDPR, the parties apply the UK International Data Transfer Addendum appended to the EU SCCs.

C) **Alternative adequacy mechanism**
If applicable, the parties may rely on an applicable adequacy framework for transfers for certified organizations.

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