



DATA PROCESSING ADDENDUM – ENTERPRISE, CUSTOMER HOSTED SOFTWARE VERSION

1. Scope and Applicability

This Data Processing Addendum (“DPA”) supplements and forms part of the applicable Agreement between Customer and Timbr.ai.

This DPA applies **solely to the extent** that Timbr.ai Processes Customer Personal Data in connection with the provision of support services, professional services, or other services under the Agreement.

For the avoidance of doubt, where the Software is deployed within Customer-controlled environments (including Customer’s cloud or on-premise infrastructure), and Timbr.ai does not host, store, or otherwise Process Customer Personal Data, **Timbr.ai does not act as a Processor**, and this DPA shall not apply to such processing activities.

2. Roles of the Parties

The parties acknowledge that:

- Customer is the **Controller** of any Customer Personal Data processed in connection with the Agreement; and
- Timbr.ai acts as a **Processor only to the limited extent** that it Processes Customer Personal Data as described in Section 1.

Except as expressly set forth herein, Timbr.ai does not determine the purposes or means of processing Customer Personal Data.

3. Customer Responsibility for Data and Environment

Customer is solely responsible for:

- The security, integrity, and protection of Customer Personal Data processed within its environment;
- Its infrastructure, systems, networks, and access controls;
- Ensuring compliance with Applicable Data Protection Law, including providing all required notices and obtaining any required consents.

For clarity, Timbr.ai **does not operate, manage, or secure Customer-controlled environments**, and has no responsibility for data security or data breaches arising from such environments.

4. Limited Processing by Timbr.ai

To the extent Timbr.ai Processes Customer Personal Data, such Processing shall be limited to:

- Providing support services (including troubleshooting and technical assistance);
- Providing professional services (including implementation, configuration, and training);

- Any other Processing expressly agreed in writing between the parties.

Timbr.ai shall Process Customer Personal Data only in accordance with Customer's documented instructions and as necessary to perform such services.

5. Security Measures

Timbr.ai shall implement and maintain reasonable administrative, technical, and organizational measures appropriate to its limited role in Processing Customer Personal Data.

Such measures shall apply only to systems and environments **managed or controlled by Timbr.ai** and shall not extend to Customer-controlled environments.

Customer acknowledges that it is responsible for determining whether such measures are appropriate for its risk profile.

6. Confidentiality

Timbr.ai shall ensure that any personnel authorized to Process Customer Personal Data are subject to appropriate confidentiality obligations.

7. Subprocessors

To the extent Timbr.ai engages subprocessors to Process Customer Personal Data:

- Such subprocessors shall be bound by data protection obligations no less protective than those set forth herein;
- Timbr.ai shall remain responsible for their compliance with this DPA.

8. Data Subject Requests

If Timbr.ai receives a request from a data subject relating to Customer Personal Data, Timbr.ai shall:

- Promptly notify Customer; and
- Not respond directly, unless required by applicable law.

Customer remains solely responsible for responding to such requests.

9. Data Breach Notification

Timbr.ai shall notify Customer without undue delay after becoming aware of a Personal Data Breach affecting Customer Personal Data **processed by Timbr.ai on systems under its control**.

For clarity, Timbr.ai shall have no obligation under this Section with respect to breaches occurring within Customer-controlled environments.

10. Return and Deletion of Data

Upon completion of the relevant services, Timbr.ai shall, at Customer's written request:

- Return or delete Customer Personal Data processed by Timbr.ai, unless retention is required by applicable law.

11. International Transfers

To the extent Timbr.ai transfers Customer Personal Data outside of an Adequate Jurisdiction, such transfers shall be carried out in compliance with Applicable Data Protection Law.

12. General

In the event of any conflict between this DPA and the Agreement, this DPA shall prevail with respect to the Processing of Customer Personal Data.