DATA PROCESSING ADDENDUM

This Data Processing Addendum and any Annexes hereto ("**DPA**") are entered into by and between Winter International LLC d/b/a Bloom Growth, a limited liability corporation with its principal place of business located at 1201 Infinity Court, Lincoln, NE 68512, on behalf of itself and its affiliates (collectively, "**Bloom**") and the subscribing entity ("Customer", as defined in the Bloom Growth Terms of Service or applicable Order Form).

All capitalized terms not defined in this DPA shall have the meanings set forth in the Agreement. In the event of a conflict between the Agreement and this DPA with respect to Bloom's Processing of any Personal Data (each term as defined below), this DPA shall control. Except as modified below, the terms of the Agreement shall remain in full force and effect.

The following obligations shall only apply to the extent required by Data Protection Laws and to the extent Bloom Processes Company Data in connection with the provision of the Services under the Agreement (each term as defined below).

1. DEFINITIONS

"**Authorized Personnel**" means any person who processes Personal Data on Processor's behalf, including Bloom's employees, officers, directors, partners, principals, agents, representatives, contractors and Subprocessors.

"**Consumer**" means the individual to whom the Personal Data relates.

"**Data Protection Laws**" means all applicable data privacy and security laws relating to the Processing of Personal Data that may exist in any relevant jurisdiction, including (but not limited to) the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 *et seq.* as amended by the California Privacy Rights Act of 2020, Cal. Civil Code § 1798.100 *et seq.* (collectively, "**CCPA**") and any other U.S. state consumer privacy law that applies to the Processing of Personal Data, in each case including any regulation, guideline and opinion issued by any competent authority and as may be amended, superseded, supplemented or replaced. Data Protection Laws includes any other U.S. state consumer privacy law enacted after the Effective Date to the extent such privacy law applies to the Processing of Personal Data and contains similar requirements as set forth in this DPA.

"**Effective Date**" means the date on which this DPA is executed by both parties.

"**Personal Data**" means any data that is protected as "personal data," "personally identifiable information," "personal information", or comparable term under Data Protection Laws and provided or made available by Customer to Bloom and/or collected or otherwise obtained by Bloom in connection with the performance of the Services by Bloom to Customer.

"**Security Incident**" means any breach of security leading to, or reasonably believed to have led to, the accidental or unlawful destruction, loss, or alteration of, or unauthorized disclosure or access to Personal Data. "Security Incident" shall 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 services attacks, and other network attacks on firewalls or networked systems.

"**Services**" means the products and/or services provided by Bloom under the Agreement.

"**Subprocessor**" means any third party (including any Bloom Affiliates but excluding any Bloom employee) engaged directly or indirectly by Bloom to Process any Personal Data.

"**Term**" means (a) the term of the Agreement; and (b) any period after the termination or expiry of the Agreement during which Bloom processes Personal Data, until Bloom has destroyed or returned such Personal Data in accordance with the terms of this DPA.

"**Affiliate**," "**Business**," "**Controller**," "**Processing**," "**Processor**," "**Sell**," "**Sensitive Information**," "**Service Provider**," "**Share**" and any terms not otherwise defined herein or in the Agreement shall have the meanings given to them in Data Protection Laws and their cognate terms shall be construed accordingly.

2. PROCESSING OF PERSONAL DATA

2.1. Parties' Roles. With regard to the Processing of Personal Data, the parties agree that Customer is the Controller/Business, whether a Controller/Business itself or acting on behalf of third-party Controllers/Businesses, and Customer authorizes Bloom to Process Personal Data on its behalf for the limited and specified purposes in the Agreement. For avoidance of doubt, Bloom is the Processor acting on behalf of Customer.

2.2. Details of the Processing. The subject matter of the Processing is the provision of the Services. Annex A of this DPA sets out the types of Personal Data subject to Processing, the nature and purpose of Processing, and the duration of Processing.

2.3. Compliance with Data Protection Laws. Each party shall comply with its obligations under Data Protection Laws with respect to any Personal Data it Processes under this DPA and shall provide the same level of privacy protection as required by Data Protection Laws. Customer represents and warrants that it has complied with, and will continue to comply with, any obligation to provide Consumers with notice and obtain consent for the Processing of Personal Data as required by Data Protection Laws.

3. INSTRUCTIONS

3.1. Instructions. Bloom will Process Personal Data only in accordance with the instructions from Customer as reflected in the Agreement and this DPA. Bloom shall not Process Personal Data for its own or for any other purposes except as authorized or required by Data Protection Laws.

3.2. Compliance with Instructions. Unless prohibited by law, Bloom will immediately, and in no event in a timeframe longer than required by Data Protection Laws, notify Customer prior to Processing Personal Data or will immediately stop Processing Personal Data and notify Customer if Bloom: (i) becomes aware or reasonably believes that any

instruction from Customer violates any applicable law; (ii) is unable to comply with Customer's instructions; (iii) is unable to meet its obligations under the Agreement or this DPA; or (iv) is unable to comply with Data Protection Laws.

3.3. **CCPA Personal Data.** Notwithstanding the above obligations, for Personal Data subject to the CCPA, Bloom will not: (i) Sell or Share it; (ii) retain, use, or disclose it for any purpose other than for the business purposes specified in the Agreement, including retaining, using, or disclosing it for a commercial purpose other than the business purposes specified in the Agreement or as otherwise permitted by the CCPA; (iii) retain, use, or disclose it outside of the direct business relationship between Bloom and Customer; or (iv) combine it with Personal Data it receives from or on behalf of another Business or that it collects from its own interaction with the Consumer unless permitted by the CCPA. To the extent required by the CCPA, Bloom certifies that it understands these restrictions and will comply with them.

3.4. **Authorized Processing of Personal Data.** Nothing in this section prohibits Bloom from Processing Personal Data for purposes that are otherwise in compliance with Data Protection Laws.

4. SECURITY

4.1. **Controls for Protection of Personal Data**. Bloom represents and warrants that it has implemented and shall maintain commercially reasonable physical, technical, and organizational measures appropriate to the nature of the information Processed that are designed to protect Personal Data against Security Incidents.

4.2. **Confidentiality.** Bloom will require all Authorized Personnel to be subject to a contractual or statutory duty of confidentiality.

4.3. **Authorized Personnel.** Bloom will take commercially reasonable steps to ensure that Personal Data is available only to Authorized Personnel who have a need to access it to perform the Services.

4.4. **Unauthorized Use.** Customer has the right to take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Data.

5. SUBPROCESSING

5.1. **List of Subprocessors and Notification of New Subprocessors.** A list of Subprocessors that may assist Bloom in Processing Personal Data subject to this DPA is provided here. Bloom will not use additional Subprocessors to Process Personal Data without first notifying Customer by updating its list of Subprocessors.

5.2. **Subprocessor Obligations.** Bloom will enter into a written contract with each Subprocessor regarding the Processing of Personal Data and such contract will require the Subprocessor to meet the same obligations as Bloom under Data Protection Laws.

6. CONSUMER RIGHTS AND COOPERATION

6.1. **Consumer Requests.** To the extent required by Data Protection Laws, Bloom will provide reasonable assistance to Customer to meet Customer's obligations to respond to Consumer requests to exercise their rights with respect to Personal Data. Bloom shall notify Customer in writing if it receives a Consumer request concerning Personal Data. Unless required by Data Protection Laws, Bloom will not respond to a Consumer request and Bloom's obligation with respect to the Consumer request will be solely to notify Customer of the request. To the extent allowed by Data Protection Laws, Bloom may, at its election, notify the requestor that the request cannot be acted upon because it has been sent to a Processor/Service Provider.

6.2. **Data Protection Assessment.** Bloom will provide all necessary information to enable Customer to conduct and document a data protection assessment.

7. DELETION OR RETURN OF PERSONAL DATA

Bloom shall not retain Personal Data for longer than is necessary to provide the Services. At the end of the Services, or upon Customer's request, Bloom will either securely destroy or return the Personal Data to Customer. This requirement shall not apply to the extent that Bloom is required by any applicable law to retain some or all of the Personal Data.

8. MONITORING AND ASSESSMENT

8.1. **Right to Monitor Compliance.** To the extent required by Data Protection Laws, and upon reasonable request, Bloom shall allow Customer or its designee to monitor Bloom's compliance with this DPA through measures, including, but not limited to, ongoing manual reviews and automated scans and regular assessments, audits, or other technical and operational testing at least once every 12 months for the term of the Agreement. Customer or its designee conducting any such monitoring shall comply with any and all reasonable security and confidentiality guidelines and other policies of Bloom.

8.2. **Right to Assessment.** In the alternative, and only to the extent permitted and required by Data Protection Laws, Bloom, at its election, may arrange for a qualified and independent assessor to conduct an assessment of Bloom's policies and technical and organizational measures in support of Bloom's obligations under Data Protection Laws using an appropriate and accepted control standard or framework and assessment procedure and, upon Customer's request, provide the assessor's report to Customer.

9. SECURITY INCIDENTS

If Bloom becomes aware of a Security Incident, it shall: (i) comply with data breach obligations under Data Protection Laws; and (ii) without undue delay and to the extent required by Data Protection Laws, notify Customer and provide Customer with a description of the Security Incident.

10. GENERAL

10.1. Changes to Data Protection Laws. Notwithstanding anything to the contrary in the Agreement, to the maximum extent permitted by applicable law, Bloom and its Affiliates' total aggregate liability for any direct damage arising under or in connection with this DPA or a Security Incident, whether arising in contract, tort (including negligence), strict liability, or any other legal theory, shall not exceed a sum equal to 1.5 times the amount paid by Customer to Bloom in the twelve (12) month period immediately preceding the claim. In no event shall Bloom be liable for any indirect, incidental, special, punitive, exemplary or consequential losses or damages of any nature or kind whatsoever, nor for any lost profits or revenues or for any claim or demand brought by any third party, arising out of or relating to this DPA or a Security Incident. These limitations apply even if Bloom has been advised of the possibility of such losses or damages or even if such losses or damages were reasonably foreseeable.

10.2. Counterparts. This DPA may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same document. The Parties may sign and deliver this DPA by fax or email.

* * *

The parties have executed this Data Processing Addendum as of the Effective Date.

Bloom	**Customer**
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Annex A
Details of the Processing

Types of Personal Data Subject to Processing

The types of Personal Data subject to Processing are:

Customer account and user profile data (name, work email, phone number, role, team affiliation); business workspace data (goals, tasks, KPIs, issues, meeting agendas, and notes); audio/video meeting recordings, transcripts, and AI-generated meeting summaries (where meeting recording features are enabled); technical telemetry and device/usage logs.

Nature of Processing

Collection, recording, organization, structuring, storage, retrieval, consultation, use, disclosure by transmission to authorized subprocessors, alignment, erasure, and destruction as necessary to provide, maintain, and support the Bloom Growth platform and Services.

Purpose of Processing

To provide the Bloom Growth business operations software and Services, facilitate team meetings and strategic alignment, perform speech-to-text transcription and generative AI meeting assistance (at customer direction), provide customer support, and fulfill contractual commitments under the Principal Agreement.

Duration of Processing

For the duration of the Principal Agreement / subscription term, plus any retention period necessary to complete the return or secure deletion of customer data in accordance with Section 7 of this DPA and the Bloom Growth Data Retention Policy (with meeting transcripts and AI summaries automatically purged after one year).

Annex B
Approved Subprocessors

Bloom maintains an up-to-date directory of authorized third-party Subprocessors (including infrastructure hosting, analytics, billing, and AI processing partners) publicly available on our Compliance Portal at: **https://compliance.bloomgrowth.com/systems-we-use/**

(Subprocessors are subject to written data protection obligations in accordance with Section 5 of this Addendum.)