

# LONE WOLF DATA PROCESSING ADDENDUM

Last Update: May 15, 2024

This **Data Processing Addendum** (“**DPA**”) supplements the Lone Wolf Master Agreement, Terms of Service, or other agreement between Customer and Lone Wolf governing Customer’s use of the Lone Wolf Services, as such underlying agreement may be amended or updated from time to time, (the “**Underlying Agreement**”). Unless otherwise defined in this DPA, all capitalized terms not defined in this DPA will have the meanings given to them in the Underlying Agreement.

## 1. **Definitions.** For purposes of this DPA:

- a. “**CPRA**” means the California Privacy Rights Act, as amended from time to time, and the rules and regulations promulgated under such law.
- b. “**Controller**” means the entity which determines the purposes and means of the Processing of Personal Data. For clarity, “Controller” includes all such similar terms under Data Protection Laws, such as “business” under the CPRA.
- c. “**Customer Account Data**” means Personal Data that relates to Customer’s relationship with Lone Wolf, including the names or contact information of individuals authorized by Customer to access a user account or the Services, and billing information for individuals that Customer has associated with its account. Customer Account Data also includes any Personal Data that Lone Wolf may need to collect for purpose of identity verification.
- d. “**Customer Personal Data**” means Personal Data Processed by Lone Wolf or another Sub-processor on behalf of Customer, which is transmitted to or given access to Lone Wolf by Customer pursuant to or in connection with the Underlying Agreement.
- e. “**DPA Effective Date**” shall be the date of the Underlying Agreement.
- f. “**Data Protection Laws**” means all laws and regulations applicable to and binding on Lone Wolf’s Processing of Customer Personal Data under this DPA.
- g. “**Data Subject**” means the person or individual to whom Personal Data relates. For clarity, “Data Subject” includes all such similar terms under Data Protection Laws, such as “consumer” under the CPRA.
- h. “**Data Subject Request**” means a Data Subject’s request to access, correct, amend, transfer, delete, or exercise any other right given to the Data Subject under Data Protection Laws with respect to that Data Subject’s Personal Data.
- i. “**EEA**” means the European Economic Area.
- j. “**Personal Data**” means any information relating to an identified or identifiable Data Subject or that may otherwise be considered personal information under Data Protection Laws, including information that may only indirectly identify the Data Subject, that is Processed while providing the Services.
- k. “**Processing**” means any operation or set of operations which is performed upon Personal Data, whether by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction. “Process,” “Processes,” and “Processed” will be interpreted accordingly.

- l. **“Processor”** means the entity which Processes Personal Data on behalf of the Controller. For clarity, “Processor” includes all such similar terms under Data Protection Laws, such as “service provider” under the CPRA.
- m. **“Security Incident”** means a confirmed breach of Lone Wolf’s security resulting in an accidental, unauthorized, or unlawful destruction, loss, alteration, acquisition, unauthorized disclosure of, or access to any Personal Data.
- n. **“Services”** means any product or services (including services such as support that are not separately billed) provided by Lone Wolf to Controller that involve Lone Wolf’s Processing of Customer Personal Data.
- o. **“Sub-processor”** means (i) Lone Wolf, when Lone Wolf is Processing Customer Personal Data and where Customer is a Processor of such Customer Personal Data, or (ii) any third-party processor engaged by Lone Wolf to Process Customer Personal Data to provide the Services to Customer.

## 2. Scope and Responsibilities.

2.1 **Scope.** This DPA applies when Customer Personal Data is processed by Lone Wolf to provide the Services in accordance with the Underlying Agreement.

2.1.1 **Beta Services.** Beta versions of Services may employ lesser or different privacy and security measures than those typically present in the Services. Unless otherwise noted, Customer should not use Beta versions to process Customer Personal Data or other data that is subject to legal or regulatory compliance requirements.

2.1.2 **Third-Party Services.** If Customer subscribes to any Third-Party Services, even if they have some interaction with the Services, Customer must perform its own due diligence from a data protection, privacy, and security perspective. Said Third-Party Services providers are not Lone Wolf Sub-Processors and Lone Wolf is not liable for the processing of Customer’s Personal Data by Third-Party Providers.

2.2 **Lone Wolf as a Processor.** Customer and Lone Wolf agree that with regard to the Processing of Customer Personal Data, Customer may act either as a Controller or Processor and Lone Wolf is a Processor. Lone Wolf will Process Customer Personal Data in accordance with Customer’s instructions as set forth herein.

2.3 **Lone Wolf as Controller of Customer Account Data.** Customer and Lone Wolf acknowledge that, with regard to the Processing of Customer Account Data, Customer is a Controller and Lone Wolf is an independent Controller, not a joint controller with Customer. Lone Wolf will Process Customer Account Data as a Controller in order to (a) manage the relationship with Customer; (b) carry out Lone Wolf’s core business operations, such as accounting; (c) detect, prevent, or investigate Security Incidents, fraud, and other abuse or misuse of the Services; (d) perform identity verification, if applicable; (e) comply with Lone Wolf’s legal or regulatory obligations; and (f) as otherwise permitted under applicable Data Protection Laws and in accordance with this DPA, the Agreement, and Lone Wolf’s Privacy Policy.

2.4 **Compliance.** Customer is responsible for ensuring that (a) it has complied, and will continue to comply, with applicable Data Protection Laws in its use of the Services and its own processing of Personal Data and (b) it has, and will continue to have, the right to transfer, or provide access to, Customer Personal Data to Lone Wolf for Processing in accordance with the terms of the Agreement and this DPA. **Customer shall have sole responsibility for the accuracy, quality, and legality of all Personal Data, the means by which Customer acquires such Personal Data, and Lone Wolf’s uses of the Personal Data. Customer specifically acknowledges and agrees that its use of the Services will not violate the rights of any Data Subject, including those that have**

**opted-out from sales or other disclosures or uses of Personal Data, to the extent applicable under Data Protection Laws or by contract.**

### **3. Data Processing, Confidentiality, and Data Transfers.**

**3.1 Customer Instructions.** Customer appoints Lone Wolf as a Processor to Process Customer Personal Data on behalf of, and in accordance with, Customer's instructions (a) as set forth in the Agreement, this DPA, and as otherwise necessary to provide the Services to Customer, and which includes investigating Security Incidents, and preventing fraudulent activity and violations of Lone Wolf's Acceptable Use Policy (the current version of which is available at <https://www.lwolf.com/Agreements/Acceptable-Use-Policy>); (b) as necessary to comply with applicable law or regulation, and binding order of a governmental body (such as a subpoena or court order); (c) as initiated by users in their use of the Services; and (d) as otherwise agreed in writing between Customer and Lone Wolf ("**Permitted Purposes**").

**3.2 Lawfulness of Instructions.** Customer will ensure that its instructions comply with Data Protection Laws. Customer acknowledges that Lone Wolf is neither responsible for determining which laws or regulations are applicable to Customer's business nor whether Lone Wolf's provision of the Services meets or will meet the requirements of such laws or regulations. Customer will ensure that Lone Wolf's Processing of Customer Personal Data, when done in accordance with Customer's instructions, will not cause Lone Wolf to violate any applicable law or regulation, including Data Protection Laws. Lone Wolf will inform Customer if it becomes aware, or reasonably believes, that Customer's instructions violate any applicable law or regulation, including applicable Data Protection Laws.

If Lone Wolf becomes aware or reasonably believes that Processing Customer Personal Data according to Customer's instructions violates applicable Data Protection Laws, Lone Wolf will immediately notify Customer and suspend the Processing of Customer Personal Data. Lone Wolf shall only resume Processing upon receipt of revised instructions from Customer that allow the Processing to comply with applicable Data Protection Laws. If Lone Wolf cannot resume Processing, Customer may terminate the Underlying Agreement, or affected Service(s) thereunder. Such termination shall be without penalty, provided that the inability to continue Processing of Customer Personal Data in a compliant manner is due to Lone Wolf's inability to do so, and not due to Controller's inability or unwillingness to provide complaint instructions.

**3.3 Additional Instructions.** Additional instructions outside the scope of the Agreement or this DPA will be agreed to in writing between Customer and Lone Wolf, including any additional fees that may be payable by Customer to Lone Wolf for carrying out such additional instructions.

**3.4 Categories of Data Subjects.** Personal Data Processed in connection with use of Services may relate to the following categories of Data Subjects:

- 3.4.1 Prospects and clients of Customer who are natural persons, including their employees or contract persons;
- 3.4.2 Persons other than prospects and clients who natural persons and are connected to real estate listings or transactions;
- 3.4.3 Employees, agents, advisors, and contractors of Customer who are natural persons;
- 3.4.4 Participants in a Customer-operated research program; or
- 3.4.5 Any other user authorized by Customer to use the Services.

**3.5 Categories of Customer Personal Data.** Lone Wolf may process the following types of Customer Personal Data:

- 3.5.1 Personal identifiers, personal records, financial records, professional and employment information, and other types of Personal Data to fulfill the purpose of the Services.

### **3.6 Confidentiality of Personal Data.**

- 3.6.1 Lone Wolf will treat all Customer Personal Data as confidential information and limit access to Customer Personal Data to those Lone Wolf personnel performing Services that require access. Lone Wolf will ensure that all Lone Wolf personnel with access to Customer Personal Data are (1) informed of the confidential nature of the Customer Personal Data; (2) aware of relevant obligations under this DPA; (3) regularly, and in any event no less than annually, provided relevant training on privacy and data protection; and (4) subject to appropriate confidentiality obligations with respect to Customer Personal Data.
- 3.6.2 Except as otherwise required by law or permitted in the Underlying Agreement, Lone Wolf will not disclose Customer Personal Data without Controller's prior written consent. If a public authority, including (but not limited to) a court or law enforcement agency, sends Lone Wolf a request that identifies Customer and compels disclosure of Customer Personal Data (such requests to include but not be limited to search warrants and civil subpoenas)(each a "**Disclosure Request**"), Lone Wolf will use reasonable efforts to redirect the public authority to request that Personal Data directly from Customer. As part of this effort, Lone Wolf may provide Customer's basic contact information to the public authority. If Customer fails to oppose any Disclosure Request or if such opposition is unsuccessful, Lone Wolf may disclose the information (including Personal Data) requested. Furthermore, notwithstanding anything to the contrary herein, Lone Wolf may, without notice to Customer, disclose Customer Personal Data in response to: (i) valid Disclosure Requests that properly require Lone Wolf to refrain from disclosing the existence of such Data Request, (ii) requests by or on behalf of individual Data Subjects to retrieve e-signature documents and/or metadata in connection with transactions or documents (completed or otherwise) with which such Data Subjects are connected, (iii) valid Data Subject Requests made pursuant to applicable Data Protection Laws, or (iv) valid subpoenas for individual transactional or e-signature documents, without notice to Customer.

### **3.7 Transfers of Customer Personal Data.**

- 3.7.1 To the extent Customer Personal Data originating from within the EEA, Switzerland or the UK will be transferred to a jurisdiction that has not received an adequacy decision from the European Commission (or other relevant authority in Switzerland and the UK), the Parties agree to comply with the Standard Contractual Clauses for the Transfer of Personal Data to Third Countries approved by EC Commission Decision of 4 June 2021 and the United Kingdom's International Data Transfer Addendum, and the Swiss amendments thereto.
- 3.7.2 To the extent Customer Personal Data originating in another jurisdiction requires additional provisions or agreement between the Parties to safeguard the Processing, including any cross-border transfers of Customer Personal Data between Customer and Lone Wolf, the Parties agree to negotiate in good faith and such additional provisions or agreement prior to the cross-border Personal Data transfer.

## 4. Assistance.

### 4.1. Data Subject Rights.

4.1.1 If a Data Subject makes a Data Subject Request to Lone Wolf, Lone Wolf will redirect the Data Subject to Customer if Customer is specifically identified in the request. Customer authorizes on its behalf, and on behalf of its Controllers when Customer is acting as a Processor, Lone Wolf to respond to any Data Subject who makes a request to Lone Wolf, solely to redirect the Data Subject to Controller if identified.

4.1.2 Lone Wolf will use reasonable commercial efforts to assist Customer in fulfilling Customer's obligations to respond to Data Subjects' requests under applicable Data Protection Laws. Lone Wolf shall notify Customer as soon as practicable in the event Lone Wolf determines that it is unable to comply with a request for assistance. Lone Wolf will use reasonable commercial efforts to assist Customer as necessary to fulfill valid Data Subject Requests, including by correcting, deleting, or restricting the Processing of Customer Personal Data processed by Lone Wolf or its Sub-processors pursuant to Customer's instructions, or assisting Customer in correcting, deleting, or restricting the Processing of Customer Personal Data within the Services.

4.2 **Risk Assessments.** Upon request, Lone Wolf will provide Customer with reasonably requested information related to Lone Wolf's Processing of Customer Personal Data to allow Customer to carry out necessary risk assessments or to respond to regulators; provided that Lone Wolf may invoice Customer for reasonable time spent at Lone Wolf's then-current rates.

4.3 **Audit Program.** Lone Wolf performs annual reviews and/or uses external auditors to verify the adequacy of its security measures with respect to its processing of Customer Personal Data. Such audits are performed periodically at Lone Wolf's expense by independent third-party security professionals at Lone Wolf's selection and result in the generation of a confidential audit report ("**Audit Report**"). Upon Customer's written request, at reasonable intervals, and subject to reasonable confidentiality controls, Lone Wolf will make available to Customer a summary copy of Lone Wolf's most recent Audit Report(s) applicable to the Services Customer uses, and provide written responses (on a confidential basis) to reasonable requests for information made by Customer related to its processing of Customer Personal Data that are necessary to confirm Lone Wolf's compliance with this DPA, provided that Customer cannot exercise this right more than once per calendar year.

4.4 **Customer Audit.** Customer agrees that only with respect to Services and/or periods in connection with which Lone Wolf cannot or does not provide audit reports pursuant to Section 4.3, Customer or its authorized representatives, may conduct audits (including inspections) during the term of the Underlying Agreement to assess Lone Wolf's compliance with the terms of this DPA. Customer agrees to a mutually agreed-upon audit plan with Lone Wolf that: (a) ensures the use of an independent third party; (b) provides written notice to Lone Wolf in a timely fashion; (c) requests access only during business hours; (d) accepts billing to Customer at Lone Wolf's then-current rates; (e) occurs no more than once annually; (f) restricts its requests for information to only data relevant to Customer; and (g) obligates Customer, to the extent permitted by law or regulation, to keep strictly confidential any information gathered in connection with such audits and any reports or other embodiments of the results of such audits..

## 5. Sub-processing.

5.1 **Authorized Sub-processors.** Customer acknowledges and agrees that Lone Wolf may (i) engage its affiliates and authorized Sub-processors on the Sub-processor List (defined below) to access

and process Customer Personal Data for the purpose of providing the Services; and (ii) from time to time engage additional third parties for the purposes of providing the Services, including without limitation the processing of Customer Personal Data. By way of this DPA, Customer provides general written authorization to Lone Wolf to engage Sub-processors as necessary to perform the Services. A list of Lone Wolf's current authorized Sub-processors (the "**Sub-processor List**") is available to Customer upon written request; Lone Wolf will provide a mechanism to subscribe to notifications (which may include but are not limited to email) of new authorized Sub-processors and Customer, if it wishes, may subscribe to such notifications. If Customer does not subscribe to such notifications, Customer will have waived any right it may have to prior notice of changes to authorized Sub-processors. If Lone Wolf wishes to engage a new Sub-processor to Process Customer Personal Data, Lone Wolf will provide such notice to Customer at least ten (10) calendar days in advance of the anticipated date that the new Sub-Processor will begin Processing Customer Personal Data. Customer may object to the new Sub-processor in writing within ten (10) calendar days of receiving Lone Wolf's notice.

Customer may object to Lone Wolf's appointment or replacement of a Sub-processor prior to its appointment or replacement, provided such objection is in writing and based on reasonable grounds relating to data protection. In such an event, Customer and Lone Wolf agree to discuss commercially reasonable alternative solutions in good faith. If Customer and Lone Wolf cannot reach a resolution within ninety (90) days from the date of Lone Wolf's receipt of Customer's written objection, Customer may discontinue the use of the affected Services by providing written notice to Lone Wolf. Such discontinuation will be without prejudice to any fees incurred by Customer prior to the discontinuation of the affected Services. If no objection has been raised prior to Lone Wolf replacing or appointing a new sub-processor, Lone Wolf will deem Customer to have authorized the new sub-processor.

**5.2 Sub-processor Obligations.** Where Lone Wolf uses any authorized Sub-processor as described in Section 5.1:

- 5.2.1 Lone Wolf will restrict the Sub-processor's access to Customer Personal Data only to what is necessary to provide the Services to Customer and prohibit the Sub-processor from Processing Customer Personal Data for any other purpose;
- 5.2.2 Lone Wolf will enter into a written agreement with the Sub-processor imposing substantially the same obligations, and in any case no less onerous obligations, on the Sub-processor as Lone Wolf has under this DPA; and
- 5.2.3 Lone Wolf will remain responsible for its compliance with the obligations of this DPA and for the actions of its Sub-processors that cause Lone Wolf to breach any of Lone Wolf's obligations under this DPA.

## **6. Security.**

**6.1 Determination of Security Requirements.** Customer acknowledges the Services include certain features and functionalities that Customer may elect to use which impact the security of Customer Personal Data processed by Customer's use of the Services. Customer is responsible for reviewing the information Lone Wolf makes available regarding its data security, including its audit reports, and making an independent determination as to whether the Services meet the Customer's requirements and legal obligations, including its obligations under applicable Data Protection Laws. Customer is further responsible for properly configuring the Services and using features made available by Lone Wolf to maintain appropriate security in light of the nature of Customer Personal Data processed as a result of Customer's use of the Services.

**6.2 Security Incident Notification.** Lone Wolf will, to the extent permitted by applicable law or regulation, notify Customer without undue delay, but in no event later than required by applicable Data Privacy Laws, following Lone Wolf's discovery and confirmation of any Security Incident (i) impacting Customer

Data of which Lone Wolf is a Processor, or (ii) involving Customer Data of which Lone Wolf is a controller. Such Notice shall be via email to the email address(es) designated by Customer in Customer's account.

**6.3 Remediation of Security Incidents.** Lone Wolf will make reasonable efforts to identify a Security Incident, and to the extent a Security Incident is caused by Lone Wolf's violation of this DPA, remediate the cause of such Security Incident in accordance with the Agreement. Lone Wolf will provide reasonable assistance to Customer in the event that Customer is required under Applicable Data Protection Law to notify a regulatory authority or any Data Subjects impacted by a Security Incident.

- 7. Notice and Cure.** If Lone Wolf violates this DPA or Data Protection Laws and fails to remedy the breach within thirty (30) calendar days of Customer providing Lone Wolf written notice of the violation, Customer may immediately suspend or terminate the affected Services and/or the Underlying Agreement without penalty.
- 8. Deletion of Personal Data.** Lone Wolf has the right (but, in the absence of a request from Customer, not the obligation) to permanently delete Customer Personal Data, and any copies thereof, after thirty (30) calendar days following the termination of the Underlying Agreement. Lone Wolf will delete Personal Data within thirty (30) calendar days of a written request from Customer. If Lone Wolf is required to retain any Customer Personal Data, Lone Wolf must inform Customer of the legal obligation. Any Customer Personal Data retained by Lone Wolf must be securely maintained and not further processed, except to the extent necessary to comply with Lone Wolf's legal obligation(s). Lone Wolf must continue to protect the retained Customer Personal Data in compliance with this DPA and applicable Data Protection Laws.
- 9. Limitations of Liability.** Notwithstanding anything to the contrary herein, the liability of each party under this DPA will be subject to the exclusions and limitations of liability set out in the Underlying Agreement, provided such limitations are permitted under applicable Data Protection Laws.
- 10. Governing Law.** To the extent allowable under Data Protection Laws, this DPA will be governed by and construed in accordance with the governing law and jurisdiction provisions in the Underlying Agreement.
- 11. Entire Agreement.** This DPA supersedes and replaces all prior or contemporaneous representations, understandings, agreements, or communications between Lone Wolf and Customer, whether written or verbal, regarding the subject matter of this DPA, including any prior data processing addenda entered into between Customer and Lone Wolf with regard to the Processing of Customer Personal Data and on the free movement of such data.
- 12. Modification of Terms.** This DPA may be modified by Lone Wolf upon email notice to Customer at the email address designated by Customer in Customer's account (i) in such manner as may be required by a government or regulatory entity, (ii) in such manner as may be required to comply with changes to Data Protection Laws or other applicable law, or (iii) to implement or adhere to new model clauses, codes of conduct or certifications, or other compliance mechanisms, which may be required under applicable law and (iv) by Lone Wolf to account for changes in technology or industry practices. After receiving a notice in connection with a modification to the terms of this DPA, Customer shall have 30 days to opt out of such modification, by providing e-mail notice to Lone Wolf at the email address provided for such purpose, in which case Lone Wolf has the right to terminate the Underlying Agreement. If Controller's decision to opt out results in Controller's instructions no longer being compliant with applicable Data Protection Laws, then Section 2.1 shall apply.
- 13. Notices.** All notices, permissions and approvals to Lone Wolf hereunder shall be in writing and shall be deemed to have been given upon sending an email to [legalnotices@lwolf.com](mailto:legalnotices@lwolf.com). Except as otherwise specifically provided herein, Notices to Customer shall be addressed to the email addresses

designated by Customer in the Underlying Agreement. Customer agrees to provide an email address for the aforementioned purpose, and may change such email address in accordance with the Underlying Agreement. Any notice sent to any email address designated for notice hereunder shall be deemed delivered when sent.

**14. Conflict, Hierarchy.** If there is a conflict between any other agreement between the Parties, the terms of this DPA will control. Except as amended by this DPA, the Underlying Agreement will remain in full force and effect.