



Merinio Data Processing Agreement

September 28, 2026

Merinio Data Processing Agreement

This Data Processing Agreement (“DPA”) is incorporated into the Agreement between Merinio and the Customer.

1. Definitions

Capitalized terms not defined herein have the meaning ascribed to them in the Agreement.

In this DPA:

“Customer Personal Information” means Personal Information provided to Merinio by or on behalf of the Customer for the purpose of the Services, including all Personal Information about Authorized Users.

“Data Subject” means the individual to whom Personal Information relates.

“Personal Information” means any information relating to an identified or identifiable individual or any information defined as such pursuant to Privacy Protection Laws.

“Privacy Protection Laws” means legislation and regulations governing privacy and personal information in Canada or the United States, including applicable federal, provincial, territorial and state laws, in each case to the extent applicable to a party’s Processing under this DPA, as amended or replaced from time to time.

“Processing” or “Process” means any operation performed with respect to Personal Information, including the collection, modification, use, disclosure, erasure or communication of Personal Information;

“Security Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized use, unauthorized disclosure of, or access to, Customer Personal Information transmitted, stored or otherwise Processed by Merinio or Subcontractors in connection with the Services. An unsuccessful attempt to access a system is not, by itself, a Security Breach; this does not limit any duty to report an attempted violation of confidentiality under applicable Privacy Protection Laws.

“Services” means the services to be provided by Merinio to Customer pursuant to the Agreement.

“Subcontractor” means any person retained by Merinio or Merinio Affiliates to assist in fulfilling Merinio obligations with respect to the provision of the Services under the Agreement. Subcontractors may include third parties or Merinio Affiliates but will not include individuals employed or engaged by Merinio.

2.Processing of Customer Personal Information

Merinio shall Process Customer Personal Information only pursuant to the Customer's instructions in order to provide the Services to the Customer.

Merinio will not Process Customer Personal Information for its own purposes. Identifiable Customer Personal Information may be Processed only to deliver, secure and support the Customer's Services under its instructions. Product improvement and Merinio's internal model or algorithm training are limited to data lawfully anonymized under applicable law. Merely aggregated or pseudonymized data remains Personal Information. Internal model training using identifiable Customer Personal Information requires the Customer's separate, express written authorization and all other authority required by law; no such authorization is granted by this DPA.

Subject to any more restrictive location commitment in the Order Form, Merinio may Process Customer Personal Information only in the countries specifically identified for the relevant service in the Subprocessor Register and authorized under this DPA. A provider's publicly available locations or general permission for worldwide processing do not, by themselves, authorize Merinio to use every such location. Before a transfer, including remote access, outside Québec or another jurisdiction where an assessment is required, each party shall complete the privacy impact or transfer assessment and implement the written safeguards required of it by applicable Privacy Protection Laws. Merinio shall verify the relevant storage, backup and access locations before permitting the Processing. New countries outside the previously authorized scope require the Customer's express acceptance under the Amendments provision; provider changes also remain subject to the advance-notice and objection procedure in the Subcontractors section.

3.Compliance with Privacy Protection Laws

Each of Merinio and the Customer shall carry out any Processing of Personal Information in connection with the Services in compliance with all applicable Privacy Protection Laws.

Merinio shall not be responsible for compliance with any Privacy Protection Laws applicable to the Customer or to the Customer's industry that are not generally applicable to Merinio except to the extent that requirement of such applicable Privacy Protection Laws are explicitly included in the Agreement.

If Merinio becomes aware that it cannot Process Customer Personal Information in accordance with Customer's instructions due to a legal requirement under applicable Privacy Protection Laws, Merinio will (i) promptly notify the Customer of that legal requirement to the extent permitted by applicable law; and (ii) where necessary, stop Processing activities deemed prohibited until such time as the Customer issues new instructions in compliance with applicable law. Merinio shall not be liable to Customer under the Agreement for any failure to perform its obligations until such time Merinio reasonably determines that Customer's instructions are lawful.

4. Confidentiality and Security

Merinio shall implement and maintain appropriate industry standard technical and organizational measures to protect Customer Personal Information from a Security Breach. Merinio may modify or update its 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.

Merinio shall treat Customer Personal Information as Customer's confidential information and will ensure that any of its employees or collaborators authorized to access or Process Customer Personal Information is subject to appropriate confidentiality obligations (whether by contract or statutory) with respect to Customer Personal Information.

Merinio will delete or return all Customer Personal Information Processed pursuant to this DPA, on termination or expiration of the Agreement. Merinio may retain copies of Personal Information where required by applicable law, or where Customer Personal Information has been archived on back-up systems, which data will be securely isolated and protected from any further Processing and deleted in accordance with Merinio's customary deletion practices.

5. Customer's Responsibilities

The Customer is responsible to ensure that its use of the Services or the Platform is in accordance with all applicable Privacy Protection Laws, including by ensuring that:

- it is authorized to appoint Merinio to Process Customer Personal Information on its behalf in accordance with this DPA and the Agreement;

- it has the right to transfer, or provide access to, the Personal Information to Merinio and to Subcontractors for Processing in accordance with the terms of the Agreement (including this DPA); and

- its instructions with respect to the Processing of Personal Information comply with Privacy Protection Laws and other applicable law in the Customer's jurisdiction;

Customer shall promptly notify Merinio in writing if it has reason to believe or if it has been notified that the Processing of Personal Information effected by Customer through the Services is or may be in violation of Privacy Protection Laws.

6. Security Breach

Merinio will notify Customer without delay if it becomes aware of a Security Breach and will provide timely information about it as that information becomes available or is reasonably requested by Customer. Where applicable Privacy Protection Laws require it, Merinio will also notify the Customer's person in charge of the protection of personal information without delay of any violation or attempted violation of an obligation concerning the confidentiality of Customer Personal Information.

Upon request, Merinio will provide reasonable assistance to Customer as necessary to allow Customer to notify a Security Breach to competent supervisory authorities and/or affected Data

Subjects, if such notification is required under Privacy Protection Laws. Nothing in this DPA relieves either party of a notification or other incident-response duty imposed directly on it by applicable Privacy Protection Laws.

7.Subcontractors

Customer generally authorizes Merinio to engage the Subcontractors identified in the Subprocessor Register referenced in Schedule A to Process Customer Personal Information for the purposes authorized under this DPA. Merinio shall maintain that register, including each provider's identity, processing activities and countries of processing, and retain a dated history of changes.

Merinio shall give Customer at least thirty (30) calendar days' advance notice by email to Customer's email address of record before an added or replacement Subcontractor first Processes that Customer's Personal Information. The notice shall identify the provider, processing activities, countries of processing and proposed effective date. Customer may object in writing during that notice period on reasonable grounds relating to the protection of Customer Personal Information. Merinio shall not permit the proposed Subcontractor to Process that Customer's Personal Information before the notice period expires or while a timely, reasonable objection remains unresolved.

The parties shall work in good faith to agree on a practicable alternative that addresses the objection. Until an alternative is agreed, Merinio shall keep the objecting Customer's Personal Information from being disclosed or otherwise made available to the proposed Subcontractor. This objection procedure creates no automatic right to terminate or receive a refund; it does not limit rights independently available under the Agreement or mandatory law.

Register updates under this procedure do not require separate acceptance if they remain within the purposes, processing locations and protections already authorized under this DPA. A register update does not itself authorize broader purposes or locations, or reduced protections. Changes outside those limits remain subject to the Amendments provision and any requirements of applicable law. Removals and editorial corrections that do not change actual Processing may be recorded without this advance-notice period, subject to any notice required by law.

Merinio shall enter into written agreements with Subcontractors requiring them to provide at least the same level of protection for Customer Personal Information as set forth in this DPA, taking into account the nature of their services. Those agreements shall restrict Processing to the authorized services and address confidentiality, security, incident reporting and deletion or return of Customer Personal Information. Merinio remains responsible for each Subcontractor's compliance with this DPA and for its acts or omissions that cause a breach of Merinio's obligations under this DPA.

8. Third-Party Requests

Customer shall be responsible to address any request from a Data Subject or supervisory authority with respect to Customer Personal Information (“Request”) and Customer shall first use the Platform features available to retrieve relevant information about Customer Personal Information Processing.

If Customer is unable to independently respond to a Request, Merinio will provide reasonable assistance in responding to the Request relating to Customer Personal Information. Except to the extent that a Request results from Merinio’s failure to comply with this DPA, Customer shall reimburse Merinio for its reasonable expenses in providing that assistance. Any required prior agreement on fees is subject to applicable Privacy Protection Laws and shall not prevent compliance with a mandatory response deadline.

If a Request or other communication regarding the Processing of Customer Personal Information is made directly to Merinio, Merinio will promptly inform Customer and will advise the person or entity submitting the Request to submit their Request directly to the Customer. The Customer will be solely responsible for responding substantively to any such Requests or communications involving Customer Personal Information.

9. Audit Rights

Upon request and reasonable notice to Merinio, the Customer is authorized, at its own expense, to carry out the necessary verifications to ensure that the Customer Personal Information processed by Merinio on the Customer’s behalf is Processed in accordance with the Customer’s instructions. At the Customer’s request, Merinio shall provide access to the premises where Customer Personal Information is processed and allow for the audit and inspection of the Processing carried out by Merinio. Such an audit may be conducted by the Customer and/or a third party (selected by the Customer and reasonably accepted by Merinio) acting on the Customer’s behalf. The Customer shall take all necessary measures to avoid causing any damage or disruption to the premises, equipment, personnel and business of Merinio and its Affiliates.

The Customer and Merinio shall agree in advance on the nature, scope and duration of any audit by the Customer, and the Customer shall reimburse Merinio for all reasonable costs associated with such an audit, which may be estimated at the Customer’s request prior to the start of the audit.

10. Limitation of Liability

Each party and each of their Affiliates’ liability, taken in aggregate, arising out of or related to this DPA whether in contract, tort or under any other theory of liability, will be limited to the greater of (a) 1 time the aggregate amount of the Fees paid by the Customer to Merinio in consideration for the Services during the 12 month period preceding the occurrence giving rise to liability or (b) 100,000 CAD.

11.General

Precedence. In the event of any inconsistency between any of the provisions of this DPA and any other provision of the Agreement, the provisions of the DPA shall always take precedence, unless and to the extent that it is expressly stipulated that another provision of the Agreement shall take precedence or that a provision of this DPA shall be set aside or modified.

Amendments. Merinio may amend this DPA to reflect changes in its Personal Information Processing practices. Any amendment other than changes to clarify language (which will be routinely communicated to the Customer) will be submitted to the Customer and will not apply unless accepted by Customer. Customer will have the option of accepting such modification or terminating its subscription to the Services. Updates to the Subprocessor Register made in accordance with the Subcontractors section do not constitute amendments requiring separate acceptance, provided they remain within the purposes, processing locations and protections already authorized under this DPA. Any change outside those limits remains subject to this Amendments provision.

Severability. If any individual provisions of this DPA are determined to be invalid or unenforceable, the validity and enforceability of the other provisions of this DPA will not be affected.

Schedule A – Subprocessor Register

The Subprocessor Register below is incorporated by reference solely to identify Subcontractors, their processing activities and processing countries. Its use and updates remain subject to the Subcontractors section; the register does not expand the purposes or locations authorized by this DPA.

<https://merinio.com/legal>