

DATA PROCESSING ADDENDUM MOSAICO

Last updated: 20/05/2026

This Data Processing Addendum, including its Exhibits, (the “Data Processing Addendum” or “DPA”) forms part of and supplements the agreement, terms and conditions, order form, quotation or other written agreement entered into by and between Digita SRL and the Customer governing the provision and use of MOSAICO (the “Agreement”).

This DPA applies only where Digita SRL processes Personal Data on behalf of a Customer in connection with the provision of MOSAICO and the related SaaS, HaaS, Mi-BOX, cloud, mobile application, support, maintenance, cybersecurity, development and industrial digitalisation services.

MOSAICO is intended for business, professional and industrial use only. It is not intended for consumer use.

Where Digita SRL processes personal data for its own purposes, including account administration, commercial relationships, invoicing, website management, support and legal compliance, Digita SRL acts as an independent Controller and such processing is governed by Digita SRL’s applicable privacy policy.

1. Definitions

For the purposes of this DPA:

- (a) “**Agreement**” means the service agreement, terms and conditions, order form, quotation, subscription plan or other written agreement entered into by and between the Parties, governing the provision of MOSAICO by Digita SRL to the Customer. This DPA is incorporated into the Agreement by reference.
- (b) “**Applicable Data Protection Laws**” means any applicable privacy, data protection, data security or electronic communications law or regulation, including, to the extent applicable, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, applicable since 25 May 2018 (the “GDPR”), any applicable national implementing laws, and any other privacy or data protection laws applicable to the Processing.
- (c) “**Customer Data**” has the meaning given in the Agreement and includes data, information, documents, files, configurations, industrial data, plant data, user interactions, technical materials, reports, logs, notifications, feedback and other materials provided, uploaded, submitted, configured, connected or made available by or on behalf of the Customer through MOSAICO.
- (d) “**Description of Processing**” means the description of the Processing set out in Exhibit 1 of this DPA.
- (e) “**Hardware**” means any physical device, server, gateway, edge device, storage device, backup unit, network interface, accessory or related equipment supplied, sold, leased, configured or made available by Digita SRL or its authorised partners in connection with MOSAICO.
- (f) “**Industrial Data**” means data relating to plants, machines, assets, processes, production cycles, alarms, events, energy or fuel consumption, operating parameters, quality, efficiency, maintenance, equipment status, QR code asset pages, operator feedback, reports, notifications, dashboards and related industrial or technical information processed through MOSAICO.
- (g) “**International Data Transfer**” means any transfer of Personal Data to a country outside the European Economic Area or another jurisdiction subject to data transfer restrictions, where such country does not benefit from an adequacy decision or equivalent lawful transfer mechanism under Applicable Data Protection Laws.
- (h) “**Mi-BOX**” means the local server, gateway or edge device supplied, sold, configured or made available by Digita SRL or its authorised partners for installation at the Customer’s premises, used to collect, process, protect, store, transmit or exchange Industrial Data between the Customer’s OT environment, plant systems and the MOSAICO platform.
- (i) “**MOSAICO**” means the industrial digital workspace, platform, cloud services, mobile applications, Mi-BOX components, gateway services, support, maintenance, cybersecurity and related services provided by Digita SRL to the Customer under the Agreement.
- (j) “**OT Environment**” or “Operational Technology Environment” means the equipment, networks, systems and protocols installed in the Customer’s industrial plant and used for the control, monitoring or management of physical processes, including PLCs, DCS, SCADA, HMI, sensors, actuators, inverters, field networks, safety systems and related communication infrastructure.
- (k) “**Personal Data**” means any Customer Data or other data that constitutes “personal data”, “personal information” or an equivalent term under Applicable Data Protection Laws and that Digita SRL processes on behalf of the Customer as Processor.
- (l) “**Processing**” or “**Process**” means any operation or set of operations performed on Personal Data, whether or not by automated means, as further described in Exhibit 1.
- (m) “**Restricted Country**” means any country outside the European Economic Area that does not benefit from an adequacy decision from the European Commission or another competent authority, where applicable.
- (n) “**SCCs**” means the standard contractual clauses adopted by the European Commission for the transfer of personal data to third countries, including the clauses annexed to Commission Implementing Decision (EU) 2021/914 of 4 June 2021, as amended, replaced or supplemented from time to time.

(o) “**Services**” means MOSAICO and the related SaaS, HaaS, cloud, Mi-BOX, mobile application, support, hosting, maintenance, development, database, cybersecurity, backup, technical and operational services provided by Digita SRL under the Agreement.

(p) “**Subprocessor**” means any processor appointed by Digita SRL to carry out all or part of the Processing on behalf of the Customer.

The terms “Controller”, “Processor”, “Data Subject”, “Personal Data Breach”, “Subprocessor” and “Supervisory Authority” shall have the meanings given to them under Applicable Data Protection Laws. Capitalised terms not defined in this DPA shall have the meaning given to them in the Agreement.

2. Role of the Parties and Description of the Processing

2.1 Role of the Parties

For the Processing of Personal Data under this DPA, the Customer is the Controller and Digita SRL processes Personal Data on behalf of the Customer as Processor.

This DPA applies only where the Customer determines the purposes and means of the Processing and instructs Digita SRL to process Personal Data on its behalf in connection with MOSAICO.

Where the Customer acts as Processor on behalf of another Controller, Digita SRL shall act as Subprocessor, and the Customer represents and warrants that it has all necessary rights, authorisations and instructions from the relevant Controller to appoint Digita SRL as Subprocessor and to instruct Digita SRL to Process Personal Data in accordance with this DPA and the Agreement.

2.2 Description of the Processing

The subject matter, duration, nature and purpose of the Processing, the categories of Data Subjects and the categories of Personal Data are described in Exhibit 1.

Digita SRL may update the Description of Processing from time to time to reflect new MOSAICO features, modules, mobile applications, Mi-BOX configurations, subprocessors, technical architecture or operational configurations, provided that such updates do not materially reduce the level of protection afforded to Personal Data under this DPA.

2.3 Digita SRL as Independent Controller

Digita SRL may process certain personal data as an independent Controller for its own purposes, including account administration, customer relationship management, contracts, orders, invoicing, tax and accounting obligations, support, security, fraud prevention, abuse prevention, website forms, demo requests, commercial communications, service communications, legal compliance and establishment, exercise or defence of legal claims.

Such processing is not governed by this DPA and is governed by Digita SRL’s applicable privacy policy.

For clarity, Digita SRL does not process Personal Data on behalf of the Customer for purposes other than those set out in the Agreement, this DPA, the applicable Order Form or the Customer’s documented instructions.

3. General Obligations of the Parties

3.1 Obligations of Digita SRL

Digita SRL shall:

(a) Process Personal Data only on documented lawful instructions from the Customer, including the Agreement, this DPA, the applicable Order Form, Customer configurations and lawful instructions provided through MOSAICO, unless required to do otherwise by applicable law;

(b) promptly inform the Customer if, in Digita SRL’s opinion, an instruction infringes Applicable Data Protection Laws, in which case Digita SRL may suspend or refuse to perform the relevant Processing to the extent permitted or required by applicable law;

(c) ensure that persons authorised to Process Personal Data, including employees, contractors and Subprocessors, are subject to appropriate confidentiality obligations;

(d) implement and maintain appropriate technical and organisational measures designed to protect Personal Data in accordance with Section 5 and Exhibit 2;

(e) assist the Customer, taking into account the nature of the Processing and the information available to Digita SRL, in complying with the Customer’s obligations under Applicable Data Protection Laws, including obligations relating to security, Personal Data Breaches, data protection impact assessments, prior consultations and Data Subject requests;

(f) make available to the Customer information reasonably necessary to demonstrate compliance with this DPA, subject to confidentiality, security and trade secret limitations;

(g) notify the Customer without undue delay if Digita SRL determines that it can no longer meet its obligations under this DPA;

(h) comply with the obligations applicable to Digita SRL as Processor under Applicable Data Protection Laws.

3.2 Obligations of the Customer

The Customer shall:

- (a) comply with all obligations applicable to it under Applicable Data Protection Laws;
- (b) ensure that all instructions given to Digita SRL are lawful, documented, complete and consistent with Applicable Data Protection Laws;
- (c) have and maintain all rights, legal bases, notices, consents, authorisations and permissions required for Digita SRL to Process Personal Data in accordance with this DPA and the Agreement;
- (d) ensure that Personal Data included in Customer Data, Industrial Data, reports, operator feedback, logs, notifications, documents, technical materials or Operational Outputs is accurate, relevant, limited to what is necessary and lawfully processed;
- (e) configure access rights, user permissions, roles, authentication, retention settings and security controls appropriately;
- (f) not upload or process special categories of Personal Data, criminal conviction data, highly sensitive data, classified information, export-controlled data or other restricted data through MOSAICO unless expressly permitted by the Agreement or an Order Form and unless appropriate legal bases and safeguards are in place;
- (g) be responsible for responding to Data Subject requests and Supervisory Authority requests, except to the extent Digita SRL is legally required to respond directly;
- (h) maintain appropriate security, access control, cybersecurity and organisational measures for its own IT systems, OT Environment, Local Infrastructure, user devices, credentials and networks used in connection with MOSAICO;
- (i) ensure that any Personal Data made available through plant systems, PLCs, OPC UA servers, SCADA, HMI, databases, operator feedback, reports or other connected systems is processed lawfully and in accordance with the Customer's notices, policies and internal procedures.

4. Data Subjects

4.1 Customer Responsibility

The Customer is responsible for providing Data Subjects with all information required by Applicable Data Protection Laws and for responding to requests from Data Subjects exercising their rights in relation to the Processing.

4.2 Assistance by Digita SRL

Taking into account the nature of the Processing and upon the Customer's written request, Digita SRL shall provide commercially reasonable assistance to enable the Customer to respond to Data Subject requests under Applicable Data Protection Laws.

4.3 Requests Sent Directly to Digita SRL

If a Data Subject request relating to Personal Data processed on behalf of the Customer is made directly to Digita SRL, Digita SRL shall not respond to such request directly unless authorised by the Customer or required by applicable law.

Where appropriate, Digita SRL may redirect the request to the Customer. If Digita SRL is legally required to respond directly, Digita SRL shall notify the Customer unless prohibited by applicable law.

5. Security

5.1 Security Measures

Taking into account the state of the art, implementation costs, the nature, scope, context and purposes of the Processing, and the risk of varying likelihood and severity for the rights and freedoms of natural persons, Digita SRL shall implement and maintain appropriate technical and organisational measures designed to protect Personal Data against unauthorised access, accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access.

The security measures implemented by Digita SRL are described in Exhibit 2.

The Customer acknowledges that security measures may be updated from time to time to reflect technical progress, operational changes, security developments, new MOSAICO modules, Mi-BOX configurations, OT cybersecurity requirements and changes to the Services, provided that such updates do not materially decrease the overall security of the Processing.

5.2 Customer Security Responsibilities

The Customer is responsible for the security of its own systems, devices, networks, credentials, user accounts, access permissions, endpoint protection, internal authorisations, OT Environment, Local Infrastructure and use of MOSAICO by authorised users.

Where MOSAICO includes Mi-BOX or other Hardware installed at the Customer's premises, the Customer is responsible for the physical security of such Hardware, the protection of the installation site, the security of local

networks, the management of OT/IT segmentation, the protection of credentials and certificates, and the implementation of internal access procedures.

The Customer shall promptly notify Digita SRL of any suspected compromise, unauthorised access, physical damage, theft, tampering, network breach, credential compromise or cybersecurity incident affecting Mi-BOX, the Customer's Local Infrastructure, the OT Environment or any system connected to MOSAICO.

6. Personal Data Breach

6.1 Notification

Digita SRL shall notify the Customer without undue delay after becoming aware of a Personal Data Breach affecting Personal Data processed on behalf of the Customer.

Notification of or response to a Personal Data Breach shall not be construed as an admission of fault or liability by Digita SRL.

6.2 Notification Content

To the extent available, the notification shall include:

- (a) the name and contact details of Digita SRL's point of contact;
- (b) a description of the nature of the Personal Data Breach;
- (c) the categories and approximate number of Data Subjects concerned, where known;
- (d) the categories and approximate number of Personal Data records concerned, where known;
- (e) the likely consequences of the Personal Data Breach, where known;
- (f) the measures taken or proposed by Digita SRL to address the Personal Data Breach;
- (g) measures that the Customer may take to mitigate possible adverse effects.

Where not all information is available at the time of the initial notification, Digita SRL may provide information in phases as it becomes available.

6.3 Assistance

Upon the Customer's written request, and taking into account the nature of the Processing and the information available to Digita SRL, Digita SRL shall provide commercially reasonable assistance to support the Customer's assessment, notification, mitigation and remediation obligations in relation to the Personal Data Breach.

7. Subprocessing

7.1 General Authorisation

The Customer grants Digita SRL a general written authorisation to engage Subprocessors to assist in the provision, maintenance, security, development, hosting, support and operation of MOSAICO and the Processing of Personal Data.

Digita SRL shall:

- (a) maintain an up-to-date list of Subprocessors in Exhibit 3 of this DPA or otherwise make such list available to the Customer upon request;
- (b) enter into a written agreement with each Subprocessor imposing data protection obligations substantially equivalent to those set out in this DPA, to the extent applicable to the services provided by the Subprocessor;
- (c) remain liable to the Customer for the performance of its Subprocessors' data protection obligations in relation to the Processing, subject to the limitations of liability set out in the Agreement.

7.2 Current Subprocessors

As of the date of this DPA, the Customer authorises the use of the Subprocessors listed in Exhibit 3, including the following:

- (a) GitLab, for website management, code repository management, versioning, development workflow, project management and technical operations related to MOSAICO, to the extent Personal Data is processed in such context.
- (b) SYSWARE, for hosting, IT infrastructure support, database maintenance, database development, technical operations, system administration, support and related services connected with MOSAICO.
- (c) AEGIS OT, for OT cybersecurity services, cybersecurity assessment, NIS2 readiness support, SCUDO OT services, monitoring, resilience support, backup and disaster recovery support, vulnerability management, access and event logging, cybersecurity maintenance and related industrial cybersecurity activities.
- (d) DWYT, for development, debugging and maintenance of the MOSAICO Suite, including HMI development, user interface development, mobile application development and maintenance, performance optimisation, application compatibility, debugging, technical support and related development activities.

7.3 Notification of New Subprocessors

Digita SRL shall provide reasonable notice of any intended addition or replacement of a Subprocessor. Notice may be provided by email, Customer Account notification, publication of an updated Subprocessor list, update to this DPA or another reasonable communication method.

The Customer may object in writing to the appointment of a new Subprocessor within ten (10) days of receiving notice, by contacting Digita SRL at info@digita.work, provided that the objection is based on reasonable grounds relating to Applicable Data Protection Laws.

If the Customer objects within the ten (10) day period, the Parties shall consult in good faith to find a commercially reasonable solution. If no reasonable solution is available, Digita SRL may terminate the affected Services or the Agreement to the extent the Subprocessor is necessary for the provision of MOSAICO.

If the Customer does not object within the ten (10) day period, the new Subprocessor shall be deemed authorised.

8. International Data Transfers

8.1 General Authorisation

As of the date of this DPA, the main processing locations for MOSAICO subprocessors are located in Italy or within the European Union, except for GitLab, which may involve processing or access from the United States and/or other locations according to GitLab's applicable service configuration and transfer mechanisms.

Digita SRL does not intentionally transfer Customer Personal Data outside the European Economic Area in connection with MOSAICO, except where such transfer is necessary for the use of GitLab or another duly authorised Subprocessor, or where otherwise required by the Customer, the Agreement, applicable law or the technical configuration of the Services.

Where an International Data Transfer is required, Digita SRL and its Subprocessors shall implement appropriate safeguards in accordance with Applicable Data Protection Laws, including, as applicable, adequacy decisions, Standard Contractual Clauses, the EU-U.S. Data Privacy Framework, the UK Extension to the EU-U.S. Data Privacy Framework, the Swiss-U.S. Data Privacy Framework, supplementary measures, or any other lawful transfer mechanism recognised under Applicable Data Protection Laws.

8.2 Transfers Involving GitLab

Where Digita SRL uses GitLab as a Subprocessor for website management, code repository management, versioning, development workflow, project management or technical operations related to MOSAICO, Personal Data may be transferred to or accessed by GitLab entities or subprocessors outside the European Economic Area, Switzerland or the United Kingdom.

Digita SRL shall rely on the applicable data processing terms, transfer mechanisms and safeguards made available by GitLab for such processing, to the extent GitLab is used as a Subprocessor for MOSAICO.

8.3 Transfers Involving SYSWARE

Where Digita SRL uses SYSWARE as a Subprocessor for hosting, IT infrastructure support, database maintenance, database development, technical operations, system administration, support or related services connected with MOSAICO, Personal Data may be processed or accessed by SYSWARE to the extent necessary for such services.

The location and transfer mechanisms applicable to SYSWARE shall be those indicated in Exhibit 3, the applicable agreement with SYSWARE, the Order Form or another communication made available to the Customer. Where any International Data Transfer is involved, Digita SRL shall ensure that appropriate safeguards are implemented in accordance with Applicable Data Protection Laws.

8.4 Transfers Involving AEGIS OT

Where Digita SRL uses AEGIS OT as a Subprocessor for OT cybersecurity services, NIS2 readiness support, SCUDO OT services, monitoring, vulnerability management, access and event logging, cybersecurity maintenance or related industrial cybersecurity activities, Personal Data may be processed or accessed by AEGIS OT to the extent necessary for such services.

The location and transfer mechanisms applicable to AEGIS OT shall be those indicated in Exhibit 3, the applicable agreement with AEGIS OT, the Order Form or another communication made available to the Customer. Where any International Data Transfer is involved, Digita SRL shall ensure that appropriate safeguards are implemented in accordance with Applicable Data Protection Laws.

8.5 Transfers Involving DWYT

Where Digita SRL uses DWYT as a Subprocessor for development, debugging and maintenance of the MOSAICO Suite, including HMI development, mobile application development and maintenance, performance optimisation, application compatibility, debugging and related development activities, Personal Data may be processed or accessed by DWYT to the extent necessary for such services.

The location and transfer mechanisms applicable to DWYT shall be those indicated in Exhibit 3, the applicable agreement with DWYT, the Order Form or another communication made available to the Customer. Where any International Data Transfer is involved, Digita SRL shall ensure that appropriate safeguards are implemented in accordance with Applicable Data Protection Laws.

8.6 Customer Located in a Restricted Country

Where the Customer is located in a Restricted Country and Digita SRL transfers Personal Data back to the Customer or makes Personal Data available to the Customer from the European Economic Area, Switzerland, the United Kingdom or another jurisdiction subject to data transfer restrictions, the Parties shall implement the appropriate Standard Contractual Clauses module, UK Addendum, Swiss transfer terms or other lawful transfer mechanism, where required by Applicable Data Protection Laws.

Where applicable, the Standard Contractual Clauses shall be completed as follows unless otherwise agreed by the Parties:

- (a) the data exporter and data importer shall be identified according to the roles of the Parties in the relevant transfer;
- (b) the optional docking clause in Clause 7 shall apply, unless otherwise required by the applicable transfer mechanism;
- (c) the optional redress clause in Clause 11(a) shall not apply, unless required by applicable law;
- (d) the governing law shall be the law of Italy, where permitted by the Standard Contractual Clauses;
- (e) the competent courts shall be the courts of Italy, where permitted by the Standard Contractual Clauses;
- (f) Annexes I and II to the Standard Contractual Clauses shall be deemed completed by Exhibits 1 and 2 of this DPA;
- (g) Annex III to the Standard Contractual Clauses shall be deemed completed by Exhibit 3 of this DPA, where applicable.

8.7 Conflict with Transfer Clauses

In the event of any conflict or inconsistency between this DPA and the applicable Standard Contractual Clauses, UK Addendum, Swiss transfer terms or other mandatory data transfer mechanism, the applicable transfer mechanism shall prevail to the extent of such conflict or inconsistency.

9. Audit and Compliance

9.1 Documentation Audit

Upon the Customer's written request, Digita SRL shall make available information reasonably necessary to demonstrate compliance with this DPA, to the extent commercially reasonable and required by Applicable Data Protection Laws, subject to confidentiality, security, intellectual property and trade secret limitations. Such information may include summaries of security measures, relevant policies, certifications, audit summaries, subprocessors information, data flow information or other documentation reasonably available to Digita SRL.

9.2 On-Site Audit

Only to the extent the Customer cannot reasonably verify Digita SRL's compliance with this DPA through the documentation audit described in Section 9.1, and where required by Applicable Data Protection Laws, the Customer may request an on-site audit no more than once per calendar year, subject to the following conditions:

- (a) the Customer must provide at least ninety (90) days' prior written notice;
- (b) the audit shall be conducted by an independent auditor jointly selected by the Parties, with appropriate expertise, independence and impartiality, and who is not a direct or indirect competitor of Digita SRL;
- (c) the auditor shall be bound by confidentiality obligations acceptable to Digita SRL;
- (d) the audit shall be conducted during Digita SRL's regular business hours;
- (e) the audit shall be limited to information, systems and Processing activities relevant to the Customer's Personal Data;
- (f) the audit shall not unreasonably interfere with Digita SRL's business operations, security, confidentiality, service availability or obligations to other customers;
- (g) the audit shall not require Digita SRL to disclose trade secrets, confidential information of other customers, information that would compromise security, or information protected by legal privilege;
- (h) the audit costs shall be borne by the Customer;
- (i) an identical copy of the audit report shall be provided to both Parties and shall be treated as Digita SRL's Confidential Information.

Any audit involving Mi-BOX, OT cybersecurity, network architecture, plant connections, remote access, security configurations or industrial infrastructure shall be subject to additional operational, confidentiality, safety and cybersecurity conditions agreed by the Parties in advance.

10. Return or Deletion of Personal Data

10.1 Return or Deletion

Following termination or expiration of the Agreement, Digita SRL shall delete or return Personal Data processed on behalf of the Customer in accordance with the Agreement, this DPA, the applicable Order Form, deletion policies, backup retention policies and Applicable Data Protection Laws. Unless otherwise agreed in writing, the Customer must export any Customer Data, Industrial Data, reports, logs, Operational Outputs or other Personal Data it wishes to retain before the termination or expiration of its access to MOSAICO, where export functionality is available.

10.2 Backup Copies

The Customer acknowledges that residual copies of Personal Data may remain in backups, logs or disaster recovery systems for a limited period after deletion from production systems. Such backup copies shall remain protected in accordance with this DPA and shall be deleted or overwritten in accordance with Digita SRL's backup retention cycle, unless retention is required by applicable law, legal obligation, dispute management or security purposes.

10.3 Legal Retention

Digita SRL may retain Personal Data to the extent required by applicable law, regulatory obligation, accounting obligation, legal process, dispute resolution, security investigation or establishment, exercise or defence of legal claims.

Any retained Personal Data shall remain subject to the protections of this DPA for as long as it is retained.

10.4 Mi-BOX and Local Copies

Where Personal Data is stored locally on Mi-BOX or other Hardware installed at the Customer's premises, the deletion, return or retention of such Personal Data shall be governed by the Agreement, the applicable Order Form, the technical documentation and the Parties' respective access and control over the relevant Hardware. The Customer remains responsible for the protection, export, deletion or secure handling of Personal Data stored on Customer-controlled systems, Local Infrastructure or Hardware in the Customer's possession, except to the extent Digita SRL has agreed in writing to perform such operations.

11. General

11.1 Term

This DPA shall commence on the earlier of:

- (a) the effective date of the Agreement; or
- (b) the date on which Digita SRL first Processes Personal Data on behalf of the Customer.

This DPA shall remain in force for the duration of the Agreement and for as long as Digita SRL processes Personal Data on behalf of the Customer.

11.2 Incorporation and Conflict

This DPA is incorporated into the Agreement by reference and forms an integral part of the Agreement.

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

In the event of conflict between this DPA and the SCCs, the SCCs shall prevail to the extent required by Applicable Data Protection Laws.

11.3 Liability

The liability of each Party and its affiliates under this DPA shall be subject to the exclusions and limitations of liability set out in the Agreement, except to the extent such exclusions or limitations are prohibited by Applicable Data Protection Laws.

11.4 Changes to this DPA

Digita SRL may update this DPA from time to time to reflect changes in Applicable Data Protection Laws, MOSAICO features, modules, Mobile Applications, Mi-BOX configurations, security measures, Subprocessors, technical architecture, data flows or business operations.

Where an update materially affects the Processing of Personal Data or the Customer's rights under this DPA, Digita SRL shall provide reasonable notice to the Customer.

12. Specific Privacy Laws

12.1 Applicability

The terms in this Section apply only where the corresponding privacy law applies to the Processing of Personal Data.

12.2 CCPA / CPRA

To the extent the California Consumer Privacy Act, as amended by the California Privacy Rights Act, and its implementing regulations (collectively, "CCPA") apply to the Processing of Personal Data, Digita SRL shall act as a "service provider" or "contractor", as applicable, and shall not:

- (a) sell or share Personal Data, as those terms are defined under the CCPA;
- (b) retain, use or disclose Personal Data for any purpose other than for the business purposes specified in the Agreement and this DPA;
- (c) retain, use or disclose Personal Data outside the direct business relationship between Digita SRL and the Customer, except as permitted by the CCPA;
- (d) combine Personal Data with personal data received from or on behalf of another person, or collected from Digita SRL's own interaction with Data Subjects, except as permitted by the CCPA.

Digita SRL certifies that it understands and will comply with the restrictions set out in this Section where the CCPA applies.

EXHIBIT 1

Description of the Processing

1. List of Parties

Controller:

The Customer, as identified in the Agreement or applicable Order Form.

Processor:

Digita SRL, Via Verdi 3, 24121 Bergamo, Italy.

VAT / Tax Code: 04334180165.

Company identification number: IT04334180165.

PEC: pec.digita@legalmail.it .

Contact email: info@digita.work .

2. Subject Matter of the Processing

The Processing of Personal Data by Digita SRL on behalf of the Customer in connection with the provision, maintenance, support, security and operation of MOSAICO, an industrial digital workspace designed to collect, monitor, visualise, analyse and exchange industrial plant data through SaaS services, cloud infrastructure, mobile applications, Mi-BOX local infrastructure, reports, dashboards, notifications, operator feedback, QR code equipment pages, cybersecurity services and related support.

3. Duration and Frequency of the Processing

The Processing is carried out on a continuous basis for the duration of the Agreement and for any additional period required for deletion, return, backup retention, legal compliance, dispute resolution or security purposes.

4. Nature of the Processing

The Processing may include collection, recording, organisation, structuring, storage, hosting, retrieval, consultation, transmission, access, display, analysis, reporting, logging, authentication, authorisation, backup, deletion, anonymisation, support, debugging, database maintenance, application maintenance, security monitoring, cybersecurity assessment and other operations necessary to provide MOSAICO.

Where MOSAICO includes Mi-BOX, Processing may also include local collection, temporary storage, transmission, synchronisation, logging, remote support, maintenance and exchange of Personal Data between the Customer's Local Infrastructure, OT Environment and MOSAICO cloud or platform components.

5. Purposes of the Processing

The purposes of the Processing include:

- (a) providing, operating, maintaining and supporting MOSAICO;
- (b) managing Customer accounts, authorised users, authentication, roles, permissions and access control;
- (c) collecting, transmitting, storing, displaying and managing Industrial Data and related Personal Data where such data is connected to users, operators, technicians or other identifiable individuals;
- (d) providing dashboards, reports, mobile views, QR code equipment pages, notifications, alarms, events, operator feedback and operational history;
- (e) enabling Mi-BOX, Mi-LOG, Mi-Gate and other MOSAICO components to collect, transmit, protect, store or exchange data between plant systems and MOSAICO;

- (f) providing customer support, technical assistance, remote support, troubleshooting and maintenance;
- (g) performing database maintenance, database development, application maintenance, HMI development, mobile application development, debugging and performance optimisation;
- (h) providing OT cybersecurity support, NIS2 readiness support, SCUDO OT services, monitoring, logging, vulnerability management, cybersecurity maintenance, backup and disaster recovery support;
- (i) monitoring security, preventing abuse, detecting unauthorised access and maintaining service integrity;
- (j) debugging, troubleshooting, testing and improving the Customer's own MOSAICO environment;
- (k) performing backup, disaster recovery and business continuity operations;
- (l) complying with legal obligations and enforcing the Agreement.

6. Categories of Data Subjects

The categories of Data Subjects may include:

- (a) Customer's authorised users, administrators, employees, contractors, representatives, plant operators, technicians, managers and supervisors;
- (b) support contacts, billing contacts, commercial contacts and technical contacts, to the extent processed on behalf of the Customer;
- (c) individuals identified or identifiable in reports, logs, alarms, events, operator feedback, maintenance records, access records, technical documentation, support tickets or other Customer Data;
- (d) Customer's suppliers, machine vendors, consultants, certifiers, IT contacts, OT contacts or other project stakeholders, where their Personal Data is included in Customer Data;
- (e) users of the MOSAICO Mobile Applications, including Mi-Report, Mi-Live, Mi-Add, Mi-Core, Mi-Tag, Thunder & Sfera.

7. Categories of Personal Data

The categories of Personal Data may include:

- (a) identification data, such as name, surname, username, user ID, user code, role or company affiliation;
- (b) professional contact data, such as business email address, business phone number, company, department, job title, office location or plant location;
- (c) account and authentication data, such as login identifiers, password hashes or equivalent authentication data, access rights, roles and permission settings;
- (d) technical and usage data, such as logs, timestamps, IP addresses, device information, browser information, mobile device information, session information, access records and activity records;
- (e) operator feedback, user comments, maintenance notes, technical requests, support tickets, reports or operational records that may identify a user or worker;
- (f) data contained in alarms, events, notifications, reports, dashboards or operational history where associated with an identifiable user, operator, technician or other individual;
- (g) data contained in technical documentation, project documents, assessment documents, network documentation, plant documentation, support communications or other Customer Data;
- (h) billing, order and service administration data, where processed on behalf of the Customer.

8. Special Categories of Personal Data

MOSAICO is not intended for the processing of special categories of Personal Data, criminal conviction data or other highly sensitive personal data unless expressly agreed in writing in the applicable Order Form and subject to appropriate legal bases and safeguards.

However, special categories of Personal Data may be included in Customer Data if the Customer uploads, connects or configures such data. In such case, the Customer remains responsible for ensuring that the Processing is lawful and that appropriate safeguards are in place.

9. Retention Period

Personal Data shall be retained for the duration of the Agreement, unless otherwise specified in the applicable Order Form, customer configuration, deletion policy or Applicable Data Protection Laws.

After termination or expiration, Personal Data shall be deleted, returned or anonymised in accordance with Section 10 of this DPA and Digita SRL's applicable backup and retention policies.

10. Transfers to Subprocessors

Transfers to Subprocessors are described in Exhibit 3. The subject matter, nature and duration of such Processing shall be limited to the services provided by each Subprocessor and shall continue for the duration necessary to provide MOSAICO and comply with the Agreement.

EXHIBIT 2

Technical and Organisational Security Measures

Digita SRL shall implement and maintain appropriate technical and organisational measures designed to protect Personal Data processed through MOSAICO. Such measures may include, as applicable:

1. Access Control

- (a) user authentication and account-based access;
- (b) role-based access controls and permission management;
- (c) restriction of access to Personal Data to authorised personnel with a need to know;
- (d) administrative access controls;
- (e) procedures for granting, modifying and revoking access;
- (f) segregation of user roles for administrative, technical, operational and support activities, where applicable.

2. Confidentiality

- (a) confidentiality obligations for personnel and contractors;
- (b) confidentiality provisions in agreements with Subprocessors and service providers;
- (c) internal policies limiting access to Customer Data and Personal Data;
- (d) restrictions on access to Customer industrial information and OT-related information.

3. Encryption and Transmission Security

- (a) encryption of Personal Data in transit where technically appropriate;
- (b) secure communication protocols for access to MOSAICO and related services;
- (c) protection of API, database and application communications with appropriate technical safeguards;
- (d) use of VPN, TLS or equivalent secure channels where applicable to Mi-BOX, Mi-Gate, remote support or cloud communication.

4. Storage and Backup Security

- (a) secure storage of Personal Data using authorised infrastructure providers or Customer-approved environments;
- (b) backup procedures for relevant service components, where applicable;
- (c) access controls for backup environments;
- (d) retention and deletion procedures for backups;
- (e) segregation of operating system and data storage where applicable to Mi-BOX or other Hardware configurations.

5. System Security

- (a) monitoring of systems for security, performance and availability;
- (b) vulnerability management and security patching where applicable;
- (c) logging and monitoring of relevant access and system events;
- (d) protection against unauthorised access, misuse and abuse;
- (e) firewall, network segmentation or gateway controls where applicable to MOSAICO architecture;
- (f) endpoint protection, anti-malware or equivalent measures where included in the agreed configuration.

6. OT and Mi-BOX Security

- (a) separation or segmentation of IT and OT networks where applicable and technically implemented;
- (b) controlled Remote Access for installation, maintenance, diagnostics and support;
- (c) management of VPN or secure connectivity to MOSAICO cloud or support infrastructure, where applicable;
- (d) local logging, monitoring, backup or recovery functions where included in the agreed Mi-BOX configuration;
- (e) use of cybersecurity-oriented configurations, including NIS2-ready architecture, where included in the agreed technical documentation.

7. Availability and Resilience

- (a) backup and recovery procedures;
- (b) business continuity and disaster recovery measures appropriate to the nature of the Service;
- (c) infrastructure resilience measures provided by hosting, IT, cloud or cybersecurity providers;
- (d) local continuity, backup or restore mechanisms for Mi-BOX where included in the contracted configuration.

8. Data Minimisation and Segregation

- (a) logical separation of customer environments, where applicable;
- (b) processing of Personal Data only to the extent necessary to provide the Service;
- (c) configuration options to manage user access, dashboards, reports, notifications, operational views and Mobile

Application permissions;

- (d) separation between Industrial Data and Personal Data where technically and operationally appropriate;
- (e) limitation of access to Customer Data, Industrial Data and Personal Data to authorised personnel, Subprocessors and technical partners with a need to know for the provision, maintenance, security or support of MOSAICO;
- (f) use of test, anonymised or minimised data for development, debugging and testing where reasonably possible and compatible with the relevant technical activity.

9. Incident Management

- (a) procedures for identifying, assessing and responding to security incidents;
- (b) escalation processes for suspected Personal Data Breaches;
- (c) customer notification procedures in accordance with this DPA;
- (d) coordination with authorised IT, OT, cybersecurity, hosting, development or maintenance partners where applicable;
- (e) technical assessment of incidents involving MOSAICO, Mi-BOX, databases, Mobile Applications, Remote Access, user accounts, logs or connected systems, where relevant to the Processing of Personal Data.

10. Subprocessor Management

- (a) due diligence and contractual controls for Subprocessors;
- (b) written agreements imposing appropriate data protection, confidentiality and security obligations;
- (c) maintenance of Subprocessor information;
- (d) limitation of Subprocessor access to Personal Data to what is necessary for the relevant service;
- (e) periodic review of Subprocessors where appropriate in light of the nature of the services provided.

11. Organisational Measures

- (a) assignment of internal responsibilities for privacy and security;
- (b) personnel awareness regarding confidentiality and data protection;
- (c) review and updating of security measures as appropriate;
- (d) coordination with Customer technical contacts, IT contacts, OT contacts and authorised partners for project-specific implementation and support activities;
- (e) internal procedures for managing support, development, debugging, maintenance, cybersecurity and database activities involving MOSAICO;
- (f) procedures for handling access credentials, support requests, technical documentation, logs and operational information in accordance with confidentiality and data protection requirements.

EXHIBIT 3

List of Subprocessors

The Customer authorises Digita SRL to use the following Subprocessors for the provision, maintenance, security, development, hosting and support of MOSAICO.

1. GitLab

Purpose:

Website management, code repository management, versioning, development workflow, project management and technical operations related to MOSAICO.

Categories of Personal Data:

Technical, operational and account-related data that may be processed in connection with website or project management; limited Customer Data only where necessary for support, debugging, development workflow or technical operations.

Transfer Mechanism:

GitLab may rely on the EU-U.S. Data Privacy Framework, the UK Extension to the EU-U.S. Data Privacy Framework, the Swiss-U.S. Data Privacy Framework, Standard Contractual Clauses or other lawful transfer mechanisms, as applicable.

Location:

United States and/or other locations according to the applicable GitLab service configuration, subprocessors and data hosting arrangements.

Notes:

GitLab is used mainly for versioning, repository management, development workflow and website/code

management. It is not intended to be used as the primary hosting environment for Customer industrial data or MOSAICO operational databases.

2. SYSWARE

Purpose:

Hosting, IT infrastructure support, database maintenance, database development, system administration, technical operations, support and related services connected with MOSAICO.

Categories of Personal Data:

Account data, authentication data, technical logs, usage data, database records, support data, Customer Data and Industrial Data to the extent such data contains Personal Data and to the extent necessary for hosting, database maintenance, development, support and technical operations.

Transfer Mechanism:

No international transfer outside the European Economic Area is currently envisaged for SYSWARE processing activities, based on the information available to Digita SRL. Where any International Data Transfer becomes necessary, Digita SRL shall ensure that appropriate safeguards are implemented in accordance with Applicable Data Protection Laws, including Standard Contractual Clauses or another lawful transfer mechanism where required.

Location:

Italy. Data and systems managed by SYSWARE are currently located at SYSWARE's premises in Grassobbio, Italy, and are not hosted in a public cloud environment, unless otherwise agreed in writing or specified in the applicable Order Form or technical documentation.

Notes:

SYSWARE acts as a technical provider for hosting, IT support and database maintenance/development activities. Access to Personal Data shall be limited to what is necessary for the relevant technical, maintenance, support or hosting activity.

3. AEGIS OT

Purpose:

OT cybersecurity services, cybersecurity assessment, NIS2 readiness support, SCUDO OT services, monitoring, resilience support, backup and disaster recovery support, vulnerability management, access and event logging, cybersecurity maintenance and related industrial cybersecurity activities.

Categories of Personal Data:

Technical contact data, authorised user data, access logs, event logs, security logs, support data, network-related data, system administration data and Customer Data or Industrial Data to the extent such data contains Personal Data and is necessary for cybersecurity services.

Transfer Mechanism:

No international transfer outside the European Economic Area is currently envisaged for AEGIS OT processing activities, based on the information available to Digita SRL. Where any International Data Transfer becomes necessary, Digita SRL shall ensure that appropriate safeguards are implemented in accordance with Applicable Data Protection Laws, including Standard Contractual Clauses or another lawful transfer mechanism where required.

Location:

Italy and/or European Union, according to the applicable AEGIS OT service configuration, support location and service arrangements.

Notes:

AEGIS OT supports MOSAICO in relation to industrial cybersecurity, OT security, NIS2-oriented assessment and SCUDO OT services. AEGIS OT may process or access Personal Data only to the extent necessary to provide cybersecurity, monitoring, logging, resilience, vulnerability management, support or related technical services.

4. DWYT

Purpose:

Development, debugging and maintenance of the MOSAICO Suite, including HMI development, user interface

development, mobile application development and maintenance, performance optimisation, application compatibility, debugging, technical support and related development activities.

Categories of Personal Data:

Technical and operational data, test data, logs, support data, application usage data, account-related data and limited Customer Data or Industrial Data to the extent necessary for development, debugging, maintenance, performance optimisation, compatibility updates and technical support.

Transfer Mechanism:

No international transfer outside the European Economic Area is currently envisaged for DWYT processing activities, based on the information available to Digita SRL. Where any International Data Transfer becomes necessary, Digita SRL shall ensure that appropriate safeguards are implemented in accordance with Applicable Data Protection Laws, including Standard Contractual Clauses or another lawful transfer mechanism where required.

Location:

Italy and/or European Union, according to the applicable DWYT development, maintenance and support arrangements.

Notes:

DWYT supports Digita SRL in the development and annual maintenance of the MOSAICO Suite, with specific reference to HMI interfaces, Mobile Applications, debugging, performance optimisation, updates and compatibility with devices and operating systems. Access to Personal Data shall be limited to what is necessary for development, debugging, maintenance and support activities.

Digita SRL may update this list from time to time in accordance with Section 7 of this DPA.