

LightStanza
Data Processing Addendum

Last Updated: January 2, 2026

LightStanza provides a proprietary software-as-a-service solution that is known as “LightStanza” which allows users to perform lighting and photometric calculations and analysis for lighting and daylight designs in exterior and interior environments (the “**LightStanza Platform**” or “**Platform**”) together with related technologies and services (together with the LightStanza Platform, the “**LightStanza Services**” or “**Services**”). The LightStanza Platform and the Services may be more fully defined in Customer’s LightStanza Platform Agreement, in which case those expanded definitions shall also apply for purposes of this DPA.

This Data Processing Addendum (“**DPA**”) describes LightStanza’s privacy practices in relation to Personal Information (as defined below) collected from or about Authorized Users (as defined below) and processed by LightStanza in connection with LightStanza Platform and our other Services. This DPA supplements, is incorporated into and forms a part of the LightStanza Platform Agreement, Terms of Service, SaaS Agreement, or other written or electronic agreement, contract or order between LightStanza and Customer pursuant to which LightStanza provides, and Customer accesses and receives, Services (as more fully defined below, the “**LightStanza Platform Agreement**”). The parties hereto acknowledge and agree that the parties’ acceptance of and/or execution of the LightStanza Platform Agreement constitutes their written execution of this DPA.

Capitalized terms used in this DPA have the meaning set forth herein or have the respective meanings provided in your LightStanza Platform Agreement. In the event of any direct conflicts between the terms of your LightStanza Platform Agreement and the terms of the DPA, the terms of this DPA shall control but solely as applicable to the processing of Personal Information as set forth herein. This DPA shall be effective contemporaneously with the Effective Date of your LightStanza Platform Agreement and shall terminate automatically upon the expiration or termination of your LightStanza Platform Agreement.

Additionally, for background purposes please note that while our Services are not designed to collect significant levels of Personal Information, LightStanza does require certain Personal Information from Authorized Users (e.g. name, email address, etc.) in order to register those Authorized Users with the Services and to facilitate their ongoing use of the Services. This DPA applies to that Authorized User Personal Information that LightStanza accesses or receives during the course of performing the Services. With the exception of Personal Information from Authorized Users, please note that (i) LightStanza does not require or intentionally collect any other Personal Information during the course of providing the Services and Customer is hereby requested not to use the Services to process or store any other Personal Information, and (ii) Customer exercises sole control and discretion with respect to the Personal Information that it elects to provide and makes available for processing by the Services.

The Parties hereby agree as follows:

1. Definitions. For purposes of this DPA, the following terms shall have the following meanings:

a. “**Authorized Users**” means Customer’s employees, agents, representatives, users, and other individuals whose Personal Information will be processed by LightStanza in connection with the Services. For purposes of this DPA, the term “Authorized Users” includes any individuals referred to as “Authorized Users” in Customer’s LightStanza Platform Agreement (to the extent such term exists within Customer’s LightStanza Platform Agreement).

b. “**Customer**”, “**you**” or similar terms means the customer, licensee or counterparty with whom

LightStanza has entered into the LightStanza Platform Agreement.

c. **“Data Protection Laws”** means (i) the General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and any applicable laws and/or regulations that implement and/or exercise derogations under it and/or replace or supersede it (**“EU GDPR”**); (ii) all laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the United Kingdom including the U.K. Data Protection Act 2018, Privacy and Electronic Communications (EC Directive) Regulations 2003 and the EU GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 (**“UK GDPR”** and, together with EU GDPR, **“GDPR”**); (iii) the EU e-Privacy Directive (2002/58/EC); (iv) any national data protection laws made under or pursuant to (i), (ii) or (iii); and (v) the Swiss Federal Data Protection Act (**“Swiss DPA”**); (vi) all U.S. state data protection laws and their implementing regulations, as amended or superseded from time to time, that apply generally to the processing of Personal Information, including, but not limited to, the following: (1) California Consumer Privacy Act of 2018 as amended by the California Privacy Rights Act of 2020 (California Civil Code §§ 1798.100 to 1798.199) (**“CPRA”**); (2) Colorado Privacy Act (Colorado Rev. Stat. §§ 6-1-1301 to 6-1-1313) (**“ColoPA”**); (3) Connecticut Data Privacy Act (Public Act No. 22-15) (**“CTDPA”**); (4) Utah Consumer Privacy Act (Utah Code Ann. §§ 13-61-101 to 13-61-404) (**“UCPA”**); and (5) Virginia Consumer Data Protection Act (Virginia Code Ann. §§ 59.1-575 to 59.1-585) (**“VCDPA”**); and (vii) each of the aforementioned as amended, superseded or updated from time to time. In the event of a conflict in the meanings of defined terms in the Data Protection Laws, the meaning from the law applicable to the location of the relevant data subject/individual/household shall apply.

d. **“European Economic Area”** or **“EEA”** means the Member States of the European Union together with Switzerland, Iceland, Norway, and Liechtenstein.

e. **“LightStanza”, “Company”, “us”, “we”** or similar terms means Light Foundry LLC, a Colorado limited liability company.

f. **“LightStanza Platform Agreement”** or **“Agreement”** means the LightStanza Terms of Service, SaaS Agreement, or other agreement or terms (including any LightStanza online terms of service for the LightStanza Platform) entered into by and between Customer and LightStanza pursuant to which Customer accesses and uses the LightStanza Platform.

g. **“Personal Information”** means any data or information that is considered “personal data”, “personal information” or other similar terms as defined by applicable Data Protection Laws and that is provided by Customer to LightStanza in connection with the Services. Personal Information includes the information and data described in Annex I attached hereto.

h. **“Sensitive Personal Information”** means personal data or personal information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data and/or biometric data (where used for the purpose of uniquely identifying a natural person), data concerning health or data concerning a natural person's sex life or sexual orientation, and other personal data and personal information that is typically considered “sensitive” under applicable Data Protection Laws.

i. **“Standard Contractual Clauses”** or **“SCCs”** means the standard contractual clauses for the transfer of personal data from controllers to processors (module two) established in third countries approved by the European Commission from time to time, as may be amended, superseded or replaced by the European Commission from time to time. For reference purposes, a current copy of the SCCs is located at: [Standard contractual clauses for international transfers \(europa.eu\)](https://eugdpr.org/en/wp-content/uploads/2018/05/Standard-contractual-clauses-for-international-transfers-europa.eu).

j. **“UK Addendum”** means the UK’s International Data Transfer Addendum to the Standard Contractual Clauses (version B1.0), a copy of which is located at <https://ico.org.uk/media/for-organisations/documents/4019483/international-data-transfer-addendum.pdf>, and as may be amended, superseded or replaced from time to time.

k. The terms “business” “controller”, “data protection impact assessment”, “data subject”, “personal data”, “personal data breach”, “processor”, “processing”, “service provider” and “supervisory authority” shall be as defined under relevant Data Protection Laws.

2. Processing of Personal Information.

a. **General.** LightStanza shall comply with its obligations under applicable Data Protection Laws when processing Personal Information subject to such Data Protection Laws. The subject-matter of such processing is providing and making available Services to Customer in accordance with Customer’s LightStanza Platform Agreement and such processing will continue until Customer’s LightStanza Platform Agreement terminates or expires. Annex I attached hereto sets out the nature and purpose of the processing, including the types of Personal Information we process and the data subjects whose Personal Information is processed. LightStanza may update the descriptions of processing set forth on Annex I from time to time to reflect new products, features or functionality comprised within the Services consistent with the requirements of Section 19 of this DPA.

b. **Roles of the Parties.** LightStanza and Customer acknowledge that the status of each Party is a question of fact determined under applicable Data Protection Laws. Without limiting the foregoing, the Parties acknowledge and agree that Customer is the controller or business, LightStanza is the processor or service provider acting on Customer’s behalf, and that LightStanza may engage Subprocessors pursuant to the requirements set forth in Section 9 (Subprocessors) below. For the avoidance of doubt, the Parties acknowledge and agree that Customer is responsible for determining the processes and means by which the Personal Information is processed and for ensuring that Customer’s instructions for the processing of such Personal Information comply with Data Protection Laws. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Information and the means by which Customer acquired such Personal Information.

c. **Data Processing, Transfers and Sales.** Customer hereby instructs LightStanza to retain, use, disclose and otherwise process the Personal Information for the following purposes, and Customer shall provide the Personal Information to LightStanza only for the following purposes, and LightStanza shall only retain, use, disclose or otherwise process the Personal Information for the following purposes: (i) to provide the Services to the Customer in accordance with Customer’s LightStanza Platform Agreement covering those Services; (ii) as otherwise set out in Customer’s LightStanza Platform Agreement and this DPA; and/or (iii) as otherwise agreed upon in writing by the Customer and LightStanza, all of which LightStanza and Customer acknowledges to be instructions for the purposes of this DPA, unless a different manner of processing is required pursuant to any other applicable law to which LightStanza is subject, in which case LightStanza shall, to the extent permitted by applicable law, inform the Customer of that legal requirement before processing that particular Personal Information.

d. **Final Agreement.** Customer’s LightStanza Platform Agreement and this DPA shall be and are the Customer’s complete and final instructions in relation to the processing of the Personal Information that is subject to the Data Protection Laws covered by this DPA. Processing outside the scope of this DPA and the LightStanza Platform Agreement will require prior written agreement between Customer and LightStanza on additional instructions for such processing. If we reasonably believe any instruction Customer has provided with respect to the processing of Personal Information violates applicable Data Protection Laws, we shall notify Customer.

e. Limited Use. LightStanza shall not retain, use, disclose or otherwise process Personal Information for any purpose other than for the specific purposes identified above, in the LightStanza Platform Agreement or as otherwise permitted or required by applicable Data Protection Laws or otherwise pre-approved by Customer in writing. LightStanza does not “sell” or “share” (as defined by applicable Data Protection Laws) Personal Information, which means that LightStanza does not and shall not rent, disclose, transfer, make available or otherwise communicate Personal Information of Customer to any third party for monetary or other valuable consideration. In other words, neither LightStanza, nor any of its nor any of its employees, agents, consultants or representatives shall have any right to process any of Customer’s Personal Information for their own commercial benefit in any form. LightStanza shall require its employees, agents, and service providers to comply in all material respects with the obligations and restrictions applicable to LightStanza under this DPA.

f. Non-Personal Information. This DPA does not apply to any data related to Customer’s use of the LightStanza Services unless it is Personal Information (e.g. this DPA does not apply to Analytical Data, Service analytics, activity logs, use patterns, anonymized data etc.).

g. Certification. LightStanza hereby acknowledges, agrees and certifies that it understands its restrictions and obligations set forth in this DPA and will comply with them.

h. Additional United States Requirements. To the limited extent that LightStanza is processing any Personal Information of Customer that is subject to the Data Protection Laws of California, Colorado, Connecticut, Utah or Virginia, the applicable jurisdiction-specific terms specified in Annex IV attached hereto shall apply in addition to the other terms of this DPA. LightStanza may from time to time update Annex IV to add additional jurisdiction-specific terms consistent with the requirements of Section 19 of this DPA.

3. Required Consents. As the data controller or business under applicable Data Protection Laws, please note that Customer is responsible for obtaining all necessary consents, and giving all necessary notices, to its Authorized Users (or any other individual appearing in Customer Content or Outputs), including any consents or notices required by this DPA, Customer’s applicable LightStanza Platform Agreement or applicable Data Protection Law. With this in mind, Customer hereby warrants and represents that: (a) it has provided all applicable notices to, and obtained all necessary authorizations from, its Authorized Users (or other applicable individuals) required for the lawful processing of their Personal Information by LightStanza in accordance with the LightStanza Platform Agreement, this DPA and applicable Data Protection Law; and (b) in respect of any Personal Information collected or processed by LightStanza on behalf of Customer, it has obtained all necessary consents, authorizations and rights for the lawful processing of that Personal Information by LightStanza in accordance with the LightStanza Platform Agreement, this DPA and applicable Data Protection Law.

4. Assistance. Where applicable, taking into account the nature of the processing, and to the extent required under applicable Data Protection Laws, LightStanza shall provide the Customer with any information or assistance reasonably requested or required by Customer for the purpose of complying with any of the Customer’s obligations under applicable Data Protection Laws, including: (i) using reasonable efforts to assist the Customer by implementing appropriate technical and organizational measures, insofar as this is reasonably possible, for the fulfillment of Customer’s obligation to respond to requests by Authorized Users to exercise rights provided by applicable Data Protection Laws, including providing reasonable documentation, product functionality and/or processes to assist Customer in retrieving, deleting or restricting Personal Information; and (ii) providing reasonable assistance to the Customer with any data protection impact assessments, data transfer impact assessments and responding to or assisting with any requests from or consultations to any governmental, regulatory or supervisory authorities relevant to Customer, in each case solely in relation to processing of the Personal Information and taking into account the information available to LightStanza.

5. **Access Requests.** If LightStanza receives a request submitted by an Authorized User to exercise a right it has under any Data Protection Laws in relation to that Authorized User's Personal Information, it will provide a copy of the request to the Customer. The Customer will be responsible for handling and communicating with the Authorized User in relation to such requests and, to the extent permitted by applicable law, LightStanza shall not respond to the Authorized User.

6. **Government Requests.** LightStanza shall notify Customer of any request for the disclosure of Personal Information by a governmental or regulatory body or law enforcement authority (including any data protection supervisory authority) unless otherwise prohibited by law or a legally binding order of such body or agency.

7. **Audits.** Provided that Customer has or does enter into a non-disclosure agreement reasonably acceptable to LightStanza, LightStanza shall (i) allow Customer and its authorized representatives who are reasonably acceptable to LightStanza (who have also signed a non-disclosure reasonably agreement acceptable to LightStanza) to access and review any LightStanza documentation, certifications or other reports or files reasonably required to ensure compliance with the terms of this DPA; or (ii) where required by Data Protection Law or the Standard Contractual Clauses or UK Addendum (and in accordance with this Section), allow Customer and its authorized representatives who are reasonably acceptable to LightStanza (who have also signed a non-disclosure agreement acceptable to LightStanza) to conduct reasonable audits (including inspections) during the term of the LightStanza Platform Agreement to ensure compliance with the terms of this DPA.

Notwithstanding the foregoing, any audit must be conducted during our regular business hours, with reasonable advance notice to us (at least 20 business days) and subject to reasonable confidentiality procedures. The scope of any audit shall not require us to disclose to Customer or its authorized representatives, or to allow Customer or its authorized representatives to access: (1) any data or information of any other LightStanza customer; (2) any LightStanza internal accounting or financial information; (3) any LightStanza trade secret; (4) any information that, in our reasonable opinion could: (a) compromise the security of our systems or premises; or (b) cause us to breach our obligations under Data Protection Law or our security, confidentiality and or privacy obligations to any other LightStanza customer or any third party; or (5) any information that Customer or its authorized representatives seek to access for any reason other than the good faith fulfillment of Customer's obligations under the Data Protection Laws and our compliance with the terms of this DPA.

In addition, audits shall be limited to once per year, unless (x) we have experienced a security breach within the prior twelve (12) months which has impacted Customer's Personal Information; or (y) an audit reveals a material noncompliance. If we decline or are unable to follow your instructions regarding audits permitted under this Section (or the Standard Contractual Clauses or UK Addendum, where applicable), Customer may terminate this DPA and the LightStanza Platform Agreement for convenience.

8. **International Transfers.**

a. **General.** LightStanza is located in the USA. Therefore, any Personal Information we collect will be collected and stored in the USA. For Authorized Users that are in the EU, EEA, Switzerland or UK, this means that their Personal Information will be stored in a jurisdiction that offers a level of protection that may, in certain instances, be less protective of their Personal Information than the jurisdiction the Authorized User is typically resident in. LightStanza adheres to, and the transfer will be subject to, the Standard Contractual Clauses which are deemed incorporated into and form a part of this DPA, as follows (including subject to the preferences, clarifications and mutual agreements set forth below):

- Module Two of the SCCs will apply.

- The audits described in Clause 8.9(c) and (d) of the SCCs shall be carried out in accordance with Section 7 of this DPA.
- In Clause 9 of the SCCs, Option 2 will apply, and Customer acknowledges and expressly agrees that LightStanza will appoint and engage new Subprocessors in accordance with Section 9 of this DPA (including the notice time periods specified in Section 9 of this DPA).
- In Clause 11 of the SCCs, the optional language will not apply.
- The liability described in Clause 12 of the SCCs shall in no event exceed the limitations set forth in the Customer's LightStanza Platform Agreement, and under no circumstances and under no legal theory (whether in contract, tort, negligence or otherwise) will either Party to this DPA, or their affiliates, officers, directors, employees, agents, service providers, suppliers, or licensors be liable to the other Party or any third party for any lost profits, lost sales of business, lost data (being data lost in the course of transmission via Customer's systems or over the Internet through no fault of LightStanza), business interruption, loss of goodwill, or for any type of indirect, incidental, special, exemplary, consequential or punitive loss or damages, regardless of whether such Party has been advised of the possibility of or could have foreseen such damages. For the avoidance of doubt, this clarification shall not be construed as limiting the liability of either Party with respect to claims brought by data subjects.
- The Data Protection Commission of Ireland shall be the competent Supervisory Authority pursuant to Clause 13 of the SCCs.
- The certification of deletion of Personal Information that is described in Clause 16(d) of the SCCs shall be provided by LightStanza to Customer only upon Customer's request.
- In Clause 17 of the SCCs, Option 1 will apply, and the SCCs will be governed by Irish law.
- In Clause 18(b) of the SCCs, disputes will be resolved before the courts of Ireland;
- Annex I of the SCCs is deemed completed with the information set out in Annex I to this DPA.
- Subject to Section 11 of this DPA, Annex II of the SCCs is deemed completed with the information set out in Annex II to this DPA.
- Annex III of the SCCs is deemed completed with the information set out in Annex III to this DPA.

b. SCCs. It is not the intention of either Party to contradict or restrict any of the provisions set forth in the Standard Contractual Clauses and, accordingly, in the event of any conflict or inconsistency between the provisions of the LightStanza Platform Agreement (including this DPA) and the Standard Contractual Clauses, the provisions of the Standard Contractual Clauses shall prevail to the extent of such conflict (subject to the clarifications set forth above).

c. UK Addendum. In the case of cross-border transfers of Customer's Personal Information subject to UK GDPR, the Parties acknowledge and agree that the UK Addendum shall govern and apply and the SCCs shall be deemed amended as specified in the UK Addendum in respect of the transfer of such Personal Information. In such event, the tables attached to the UK Addendum shall be deemed automatically populated and completed with the applicable information set forth in Annexes I, II and III attached to this DPA. Additionally, the Parties' preferences, clarifications and agreements set forth in Section 8 of this DPA shall also apply to and be used for purposes of interpreting the UK Addendum. Without limiting the foregoing, the Parties acknowledge and agree that: (i) In Table 2 of the UK Addendum, the Parties select the checkbox that reads: "Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum", and the accompanying table shall be deemed to be completed according to the Parties' preferences outlined in this DPA; (ii) In Table 4 of the UK Addendum, the Parties agree that either Party may terminate the Addendum as set out in Section 19 of the UK Addendum; (iii) Any conflict between the terms of the SCCs attached hereto and the UK Addendum will be resolved in accordance with Section 10 and Section 11 of the UK Addendum; and (iv) the clarifications and preferences set forth in Section 8 of this DPA

shall be interpreted as also applying to the UK Addendum.

d. Swiss DPA. In the case of cross-border transfers of Customer's Personal Information protected by Swiss law, the SCCs shall apply subject to the following amendments: (i) references to "Regulation (EU) 2016/679" will be deemed to refer to the Swiss DPA; (ii) references to specific articles of "Regulation (EU) 2016/679" will be deemed replaced with the equivalent article or section of the Swiss DPA; (iii) references to "EU," "Union," and "Member State" will be deemed replaced with "Switzerland"; (iv) references to the "competent supervisory authority" are replaced with the "Swiss Federal Data Protection Information Commissioner"; and (v) in Clause 18(b), disputes shall be resolved before the competent courts of Switzerland.

9. Subprocessors. LightStanza may from time to time use certain subcontractors (i.e., subprocessors) in connection with providing the Services ("**Subprocessors**"). See Annex III for more information regarding the specific Subprocessors we use. For the avoidance of doubt, Customer hereby approves all applicable Subprocessors identified on Annex III to the extent applicable to the Services received by Customer. We may update Annex III from time to time and we recommend for each Customer to periodically review Annex III, including any links to Subprocessor Lists included on Annex III. By continuing to use our Services after any changes or modifications are made to Annex III (or any Subprocessor Lists linked to or referenced on Annex III), Customer is deemed to have automatically accepted the updated Annex. If Customer (acting reasonably) does not approve of any new Subprocessor being added for any reasonable or legitimate reason, they should (i) contact us at support@lightstanza.com so we can discuss the basis for the Customer's disapproval and possible alternative Subprocessors, or (ii) object within forty-five (45) days by terminating Customer's LightStanza Platform Agreement for convenience.

Our Subprocessors may have access to Personal Information. Please know that LightStanza carefully selects its Subprocessors based on their security practices and availability levels and we perform due diligence on the technical and organizational security measures of all Subprocessors. We have entered into agreements with each Subprocessor which impose in all material respects the same obligations on the Subprocessor with regard to their processing of Personal Information as are imposed on LightStanza under this DPA and any LightStanza Platform Agreements and which, as applicable, otherwise comply with the requirements of the Data Protection Laws. LightStanza is responsible for the acts and omissions of Subprocessors in relation to LightStanza's obligations under this DPA and applicable LightStanza Platform Agreements.

With respect to all Subprocessors having access to Personal Information of Authorized Users that are in the EU, EEA, Switzerland or UK: Customer acknowledges that in order for LightStanza to provide the Services it may be necessary for certain Subprocessors to access or otherwise process the Personal Information outside the EEA, Switzerland or United Kingdom. In those circumstances, LightStanza will only use Subprocessors that have and maintain certification to the EU-U.S. Data Privacy Framework (or a successor thereto or comparable privacy shield under other Data Protection Laws) or that comply with the Standard Contractual Clauses (as updated from time to time), UK Addendum or other applicable requirements of the Data Protection Laws.

10. Data Retention and Deletion. If Customer wishes to delete any Personal Information processed by the Services, Customer should send a deletion request to support@lightstanza.com. LightStanza will strive to respond to all such requests as soon as reasonably practical. If Customer ceases to subscribe to and use the Services, or Customer permanently discontinues or terminates a Customer's access to the Services, LightStanza will handle all of that Customer's Personal Information as follows:

i. Subject to subsections (ii) and (iii) below, LightStanza shall, to the greatest extent reasonably possible, within ninety (90) days of the date of termination of the LightStanza Platform Agreement: (1)

upon the written request of Customer, return a complete copy of all Personal Information by secure file transfer in such reasonable format as notified by Customer to LightStanza; and (2) delete and use reasonable efforts to procure the deletion of all other copies of Personal Information processed by LightStanza or any Subprocessors.

ii. Subject to subsection (iii) below, Customer may in its absolute discretion notify LightStanza in writing within thirty (30) days of the date of termination of the LightStanza Platform Agreement to require LightStanza to delete and procure the deletion of all copies of the Personal Information processed by LightStanza. In such case, LightStanza shall, to the greatest extent reasonably possible, within ninety (90) days of the date of termination of the LightStanza Platform Agreement: (1) comply with any such written request; and (2) use reasonable efforts to procure that its Subprocessors delete all Personal Information processed by such Subprocessors.

iii. Notwithstanding the foregoing, Customer acknowledges that it may be impossible to completely delete certain residual Personal Information. Additionally, LightStanza and its Subprocessors may retain Personal Information to the extent required by (and only to the extent and for such period as required by) applicable laws and always provided that LightStanza shall ensure the confidentiality of all such Personal Information and shall ensure that such Personal Information is only processed as necessary for the purpose(s) specified in the applicable laws requiring its storage and for no other purpose. To the extent permitted by applicable Data Protection Laws, LightStanza may deidentify/anonymize or aggregate the Personal Information and may continue to collect, use, retain, access, share, transfer, sell or disclose such deidentified/anonymized or aggregated information following the termination of the LightStanza Platform Agreement consistent with the terms and conditions of applicable Data Protection Laws.

11. **Data Security Measures.** LightStanza shall utilize industry standard practices on information security management to safeguard sensitive information (such as Personal Information), including the measures set out in Annex II attached hereto. Our information security systems apply to people, processes and information technology systems on a risk management basis. Without limiting the foregoing, LightStanza shall treat Personal Information as the confidential information of Customer, and shall ensure that any employees or other personnel have agreed in writing to protect the confidentiality and security of such data and information. Upon request by Customer, but no more frequently than once per calendar year (or more frequently if circumstances reasonably require) and only upon ten business days prior written notice, LightStanza shall make available information reasonably necessary to demonstrate compliance with this DPA. Customer has assessed the security measures offered by LightStanza to meet the standards required by applicable Data Protection Laws as of the effective date hereof.

If LightStanza becomes aware of a security incident involving a Customer's Personal Information, LightStanza will (a) notify Customer of the security incident within 72 hours, (b) investigate the security incident and provide timely information and such reasonable assistance to the Customer (and any law enforcement or regulatory official) as required to investigate the security incident, and (c) take steps to remedy any non-compliance with this DPA. Notwithstanding the foregoing, because no method of transmission over the Internet, or method of electronic storage, is 100% secure, LightStanza cannot guarantee that unauthorized parties will not gain access to Personal Information processed by the Services. To the extent permitted by applicable law, LightStanza expressly excludes any liability arising from any unauthorized access to Personal Information and LightStanza's notification of or response to a Security Incident as required by this DPA will not be construed as an acknowledgment by LightStanza of any fault or liability for the security incident. For the avoidance of doubt, Customer hereby acknowledges and agrees that the measures set forth in Annex II are reasonable technical and physical security practices and procedures for purposes of applicable Data Protection Laws and are compliant with applicable Data Protection Laws

12. **Affiliates.** Depending on the terms of your LightStanza Platform Agreement, we may in certain circumstances collect, receive or otherwise process Personal Information in connection with use of the Services by Customer's affiliates. In such cases, Customer will act as a single point of contact for its affiliates with respect to compliance with applicable Data Protection Laws, such that if LightStanza gives notice to Customer, such information or notice will be deemed received by Customer's affiliates. Customer shall be responsible for such affiliates' compliance with this DPA and all acts and/or omissions by a Customer affiliate with respect to Customer's obligations in this DPA shall be considered the acts and/or omissions of Customer. The Parties acknowledge and agree that any claims in connection with this DPA (or applicable Data Protection Laws) will be brought by Customer, whether acting for itself or on behalf of an affiliate.

13. **Customer Agreements.** Customer agrees that it: (i) will comply with its obligations under all applicable Data Protection Laws and related laws with respect to its provision of, processing, security and handling of Personal Information, and will not do or omit to do anything which causes LightStanza (or any Subprocessor) to breach any of its obligations under applicable Data Protection Laws; (ii) will determine the purposes and general means of LightStanza's processing of Personal Information in accordance with the LightStanza Platform Agreement; (iii) will make appropriate use of the Services to ensure a level of security appropriate to the particular content of Customer's Personal Information, such as pseudonymizing or backing-up such Personal Information; (iv) has obtained all consents, permissions and rights necessary under applicable Data Protection Laws and related laws for LightStanza to lawfully process Customer's Personal Information for the purposes, including, without limitation, Customer's sharing and/or receiving of such Personal Information with third-parties via the Services; and (v) unless the Parties have agreed otherwise in writing (via an amendment to Customer's LightStanza Platform Agreement, an order or statement of work thereunder, or otherwise), Customer shall only provide, deliver or otherwise make available to LightStanza Personal Information to the extent required for the Customer to access and receive the Services consistent with their intended use and shall not provide, deliver or otherwise make available to LightStanza any other Personal Information for any other purpose. Customer shall have sole responsibility for the accuracy, quality, and legality of all Customer Personal Information and the means by which Customer acquired the Personal Information. Customer specifically acknowledges that its use of the Services will not violate the rights of any data subject that has opted-out from sales or other disclosures of Personal Information, to the extent applicable under Data Protection Laws.

14. **Limitation of Liability.** Subject to the terms of the Standard Contractual Clauses and Section 8 of this DPA, LightStanza's aggregate liability to a Customer arising from or related to this DPA is subject to the applicable terms and conditions of the Customer's LightStanza Platform Agreement.

15. **Indemnity.** Customer agrees to indemnify LightStanza and its officers, directors, employees, agents, affiliates, successors and permitted assigns (each an "**Indemnified Party**", and collectively the "**Indemnified Parties**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees and court fees, that are incurred by the Indemnified Parties arising out of any third party claim brought against LightStanza relating to or arising out of (i) any instructions given by the Customer to LightStanza with respect to processing of Personal Information, (ii) any failure to obtain the consents or provide the notices required under this DPA or the LightStanza Platform Agreement, (iii) any other breach or violation by the Customer of any of its obligations under this DPA or any breach or violation of any Data Protection Laws, or (iv) any claims by, or disputes with, Authorized Users (or any other individuals appearing in Customer Content or Outputs) related to LightStanza's obligations under this DPA or the LightStanza Platform Agreement.

16. **Sensitive Personal Information.** We do not intentionally collect Sensitive Personal Information and we hereby request for Customer not (and Customer hereby agrees not to) to share or permit any third party to share any Sensitive Personal Information with us. If Customer chooses to provide us with Sensitive Personal Information,

or if we receive Sensitive Personal Information on behalf of Customer, Customer is responsible for complying with any regulatory controls and requirements of applicable Data Protection Laws regarding that Sensitive Personal Information and directing us as necessary to comply with Data Protection Laws as necessary or required by such law. In such event, Customer hereby instructs LightStanza to access and use such Sensitive Personal Information as necessary to perform the Services, and Customer hereby consents to and approves of LightStanza's processing of such Sensitive Personal Information in accordance with this DPA. Customer hereby acknowledges and agrees that the protections, restrictions and security and organizational measures set forth in this DPA are reasonable and appropriate for purposes of processing the Sensitive Personal Information.

17. **Enforceability of this Addendum.** Any provision of this DPA that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. The Parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute and shall then incorporate such substitute provision into the LightStanza Platform Agreement.

18. **Integrations.** The Services may enable Customer to access, or include integrations with, third party services, stores, platforms, products or technologies ("**Third Party Products**"). Third Party Products include but are not limited to identity management systems (e.g. SSO) with Google and Microsoft. If Customer elects to enable, access or use such Third Party Products, its access and use of such Third Party Products is governed solely by the terms and conditions and privacy policies of such Third Party Products, and LightStanza does not endorse, is not responsible or liable for, and makes no representations as to any aspect of such Third Party Products, including, without limitation, their content or the manner in which they handle personal information or personal data or any interaction between Customer and the provider of such Third Party Products. Without limiting the foregoing, please know that all Personal Information shared with or submitted to the Third Party Products by or on behalf of Customer will be entirely outside of LightStanza's control and will not be subject to this DPA or any of LightStanza's privacy policies. LightStanza is not liable for any damage or loss caused or alleged to be caused by or in connection with Customer's enablement, access or use of any such Third Party Products, or Customer's reliance on the privacy practices, data security processes or other policies of such Third Party Products. The providers of Third Party Products shall not be deemed or treated as Subprocessors for any purpose under this DPA unless otherwise expressly identified as Subprocessors on Annex III (as updated from time to time consistent with the terms hereof) or any Subprocessor lists linked to on Annex III.

19. **Amendment.** LightStanza may from time to time update this DPA (including the Annexes attached hereto) to account for new technologies, industry practices, processing activities, regulatory and legal requirements or for any other purposes. LightStanza will provide notice to Customer if these changes are material and where otherwise required by applicable law. If and where required by applicable law or Customer's applicable LightStanza Platform Agreement, LightStanza will also obtain Customer's consent to the update. Notice may be by email to Customer at the last email address provided by Customer, by posting notice of such changes on the LightStanza website and Platform, or by other means, consistent with applicable law. The Customer's continued use of the Services after the amended DPA is posted to LightStanza's website (or notice is otherwise provided or consent is otherwise obtained to the extent required above) constitutes the Customer's agreement to, and acceptance of, the amended DPA. If the Customer does not agree to any changes to the DPA, the Customer should cease use of the Services immediately.

Annex I
Description of Processing Activities / Transfer

A. List of Parties.

	Data Importer	Data Exporter/Customer
Name:	LightStanza LLC	As provided in the applicable Customer's LightStanza Platform Agreement
Address / Email Address:	1023 Walnut Street, Suite 100, Boulder, CO 80302	As provided in the applicable Customer's LightStanza Platform Agreement
Contact Person's Name, position, and contact details:	AJ Gorman Director of Business Operations aj@lightstanza.com	As provided in the applicable Customer's LightStanza Platform Agreement
Activities relevant to the transfer:	See below	See below
Role:	Processor	Controller

B. Description of the Processing and Transfer:

LightStanza has been engaged to provide certain Services as more fully set forth in the LightStanza Platform Agreement between Customer and LightStanza. When performing the Services pursuant to the LightStanza Platform Agreement, LightStanza may from time to time have access to or may otherwise process the Personal Information that Customer (and its Authorized Users) from time to time upload, transmit and submit to the Services, and/or that the Services may from time to time otherwise collect.

Set out below is the description of the processing and transfers of personal data and personal information in connection with the Services provided by LightStanza as contemplated as of the date of this DPA. Such description is subject to change or may be supplemented pursuant to Section 19 of the DPA.

<u>Services</u>	Access to and use of the LightStanza Platform and related Services in accordance with Customer's LightStanza Platform Agreement
Categories of data	Customer and Customer's Authorized Users

subjects whose Personal Information is being transferred:	
Categories of Personal Information transferred:	<p>Any Personal Information provided to LightStanza via the Services, whether by (or at the direction of) Customer or its Authorized Users. Personal Information may also be provided to LightStanza by the providers of Third Party Products in order to facilitate integrations between the Services and the Third Party Products.</p> <p>Personal Information could include, without limitation:</p> <ul style="list-style-type: none"> • Name; • Contact Information (phone number, address, email address, etc.); • Employment Information (employer, business title, business contact information); • Payment Information used to facilitate purchases of Services; • General Services account information (account access credentials, IP address (for login audits), payment and billing information, etc.); and • Third Party Product account information.
Sensitive Data Transferred? If yes, applicable restrictions and safeguards that will be taken:	<p>None, unless Customer or Customer's Authorized Users elect in their sole discretion to provide Sensitive Data to LightStanza via the Services. In such event, the extent and nature of the Sensitive Data is determined and controlled by Customer and Customer's Authorized Users. See Annex II and Section 16 of the DPA for restrictions and safeguards that will be taken.</p>
Frequency of the Transfer:	Continuous
Nature of the Processing:	<p>LightStanza will process Personal Information for purposes of: (i) providing the Services to Customer in accordance with Customer's LightStanza Platform Agreement and this DPA; (ii) providing related technical support for the Services; (iii) enabling and supporting integrations between the Services and Third Party Products; (iv) allowing and facilitating Customer's Authorized Users' use of the Services; and (v) to improve our Services.</p>

Purpose of the Transfer and Processing:	Personal Information is being transferred and processed for purposes of enabling LightStanza to provide the Services to Customer in accordance with Customer's LightStanza Platform Agreement and this DPA.
The period for which the Personal Information will be retained, or, if that is not possible, the criteria used to determine that period	The term of Customer's LightStanza Platform Agreement plus the period from the end of that term until deletion of all Personal Information in accordance with Customer's LightStanza Platform Agreement and this DPA.
For transfers to subprocessors, the subject matter, nature and duration of the processing:	The subject matter, nature, and duration of the Processing of Personal Information by Subprocessors shall be as outlined above and in the DPA.
Competent supervisory authority	As specified in Section 8(a) of the DPA.

Annex II

Security Measures

1. Measures of pseudonymisation and encryption of personal data LightFoundry, LLC uses strong encryption mechanisms to protect personal data at rest and in transit. AES-256 encryption is applied to confidential data at rest. TLS 1.2 or higher is used for encrypting data in transit. Passwords are hashed using bcrypt or Argon2 with unique salts. Encryption keys are managed under strict access controls in compliance with NIST SP 800-57.

2. Measures for ensuring ongoing confidentiality, integrity, availability, and resilience We implement multi-factor authentication (MFA) for all privileged access, and role-based access control (RBAC) across systems. Data is stored redundantly in secure cloud environments with built-in high availability. Regular internal audits and vulnerability scans are conducted to ensure system integrity.

3. Measures for restoring availability and access in a timely manner Our Business Continuity and Disaster Recovery Plan includes annual disaster recovery tests and recovery time objectives (RTO) of 2 hours for core services. Backups are encrypted and tested regularly to ensure restorability.

4. Regular testing, assessment, and evaluation Security controls are reviewed at least annually and after significant system changes. Penetration testing is performed annually. Access reviews are conducted quarterly. Security awareness training is mandated yearly.

5. Measures for user identification and authorization All users are assigned unique identifiers. MFA is enforced for privileged accounts. Role-based access is provisioned based on the principle of least privilege. Access is documented and approved by data/system owners.

6. Protection of data during transmission TLS 1.2+ is used for all data transmitted over public networks. SSH and VPNs are used for administrative access.

7. Protection of data during storage All confidential and restricted data is encrypted at rest using AES-256. Confidential systems disallow unauthenticated access. Mobile devices are encrypted and configured with automatic screen locks.

8. Physical security of locations Office access is restricted via secure badges. Visitors must register. Production systems are hosted on Google Cloud Platform (GCP), which provides robust physical security measures.

9. Event logging Security events and administrator activity are logged and reviewed. Logs are retained for at least one year. Logs are monitored using SIEM systems such as Splunk.

10. System configuration, including default configuration Default passwords are changed before deployment. Systems are hardened according to best practices. Access and security configurations are reviewed during system setup.

11. Internal IT and security governance Security policies are reviewed annually. A dedicated CISO oversees information security. Roles and responsibilities are documented. Management conducts risk assessments and policy reviews regularly.

12. Certification/assurance of processes and products Where applicable, vendors and systems used must meet industry-recognized standards. Internal processes follow NIST and ISO 27001 guidance.

13. Data minimization Only data necessary for business operations is collected. PII is retained only while needed. Access is limited to those with a business need.

14. Data quality Data input validations and review processes ensure accuracy. Systems and data are regularly audited.

15. Data retention Data is retained per documented retention schedules. PII is deleted or de-identified when no longer necessary. Retention schedules are reviewed annually.

16. Accountability Access requests and changes are documented. Security responsibilities are included in job roles. Violations are tracked and enforced.

17. Data portability and erasure Customer data is deleted within 60 days of contract termination. Verified data deletion requests are honored unless a legal obligation applies.

18. Sub-processor measures Third-party subprocessors are assessed for compliance with security and data handling requirements. Contracts include security obligations. Subprocessors must meet encryption and access control standards equivalent to LightFoundry's.

Annex III
Subprocessors

LightStanza has authorized the use of the following subprocessors:

Subprocessor Name:	Nature of Processing:	Territories:
Google Cloud Provider	Cloud Hosting Environment	United States / us-central1

Annex IV
State Specific Requirements

California:

- A. If LightStanza is processing on behalf of Customer any Personal Information subject to the CPRA, then the following additional terms and conditions shall apply solely to the limited extent required by the CPRA and solely with respect to the Personal Information that is in the scope of the CPRA (and not with respect to any Personal Information that is covered by Data Protection Laws of other jurisdictions):
1. LightStanza is prohibited from selling or sharing Personal Information it collects pursuant to Customer's LightStanza Platform Agreement.
 2. The specific business purpose for which LightStanza is processing the Personal Information pursuant to Customer's LightStanza Platform Agreement is to provide, manage and secure the LightStanza Services, and Customer is disclosing the Personal Information to LightStanza only for the limited and specified business purpose set forth in Customer's LightStanza Platform Agreement.
 3. LightStanza is prohibited from retaining, using, or disclosing the Personal Information that it collected pursuant to Customer's LightStanza Platform Agreement for any purpose other than for the business purpose specified in the Customer's LightStanza Platform Agreement or as otherwise permitted by the CPRA.
 4. LightStanza is prohibited from retaining, using, or disclosing the Personal Information that it collected pursuant to the Customer's LightStanza Platform Agreement for any commercial purpose (as that term is defined in the CPRA) other than the business purposes specified in such LightStanza Platform Agreement, unless expressly permitted by the CPRA.
 5. LightStanza is prohibited from retaining, using, or disclosing the Personal Information that it collected pursuant to the Customer's LightStanza Platform Agreement outside the direct business relationship between LightStanza and Customer, unless expressly permitted by the CPRA.
 6. LightStanza is required to comply with all applicable sections of the CPRA with respect to Personal Information of Customer that is subject to the CPRA, including – with respect to the Personal information that LightStanza collected pursuant to the Customer's LightStanza Platform Agreement – providing the same level of privacy protection as required of businesses by the CPRA.
 7. LightStanza grants Customer the right to take reasonable and appropriate steps to ensure that LightStanza uses the Personal Information that it collected pursuant to the Customer's LightStanza Platform Agreement in a manner consistent with Customer's obligations under the CPRA.
 8. LightStanza is required to notify Customer after it makes a determination that it can no longer meet its obligations under the CPRA.
 9. LightStanza grants Customer the right, upon notice, to take reasonable and appropriate steps to stop and remediate LightStanza's unauthorized use of Customer's Personal Information.
 10. LightStanza is required to enable Customer to comply with consumer requests made pursuant to the CPRA or Customer is required to inform LightStanza of any consumer request

made pursuant to the CPRA that they must comply with and provide the necessary information for LightStanza to comply with the request.

11. If LightStanza subcontracts with another person in providing services to Customer, LightStanza shall have a contract with the subcontractor that complies with the CPRA.
- B. To the extent that Section A above does not apply (i.e., LightStanza is not considered a “service provider” or “contractor” of Customer, but is instead considered a “third party”, each as defined by the CPRA), and either Party sells or shares with the other Party any Personal Information in the scope of the CPRA, then the following additional terms and conditions shall apply solely to the limited extent required by the CPRA and solely with respect to the Personal Information that is in the scope of the CPRA (and not with respect to any Personal Information that is covered by Data Protection Laws of other jurisdictions):
1. The purposes for which the Personal Information is made available to and by LightStanza is to provide, manage and secure the LightStanza Services under the Customer’s LightStanza Platform Agreement subject to the applicable Party’s applicable privacy policy.
 2. The Personal Information is made available to the receiving Party only for the limited and specified purposes set forth in the Customer’s LightStanza Platform Agreement and is required to be used only for those limited and specified purposes.
 3. The receiving Party is required to comply with applicable sections of the CPRA, including – with respect to the Personal Information that is made available to the receiving Party – providing the same level of privacy protection as required of businesses by the CPRA.
 4. The disclosing Party is granted the right – with respect to the Personal Information that is made available – to take reasonable and appropriate steps to ensure that the receiving Party uses the Personal Information in a manner consistent with the disclosing Party’s obligations under the CPRA.
 5. The disclosing Party is granted the right, upon notice, to take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Information made available to the receiving Party.
 6. The receiving Party is required to notify the other Party after it makes a determination that it can no longer meet its obligations under the CPRA.

Virginia:

- A. If LightStanza is processing on behalf of Customer any Personal Information subject to the VCDPA, then the following additional terms and conditions shall apply solely to the limited extent required by the VCDPA and solely with respect to the Personal Information that is in the scope of the VCDPA (and not with respect to any Personal Information that is covered by Data Protection Laws of other jurisdictions):
1. LightStanza shall ensure that each person processing Personal Information is subject to a duty of confidentiality with respect to the data.
 2. At the Customer’s direction, LightStanza shall delete or return all Personal Information to the Customer as requested at the end of the provision of Services, unless retention of the Personal Information is required by law.
 3. Upon the reasonable request of the Customer, LightStanza shall make available to the Customer all information in its possession necessary to demonstrate LightStanza’s compliance with the obligations in the VCDPA.

4. LightStanza shall allow, and cooperate with, reasonable assessments by the Customer or the Customer's designated assessor; alternatively, LightStanza may arrange for a qualified and independent assessor to conduct an assessment of LightStanza's policies and technical and organizational measures in support of the obligations under VCDPA using an appropriate and accepted control standard or framework and assessment procedure for such assessments. LightStanza shall provide a report of such assessment to the Customer upon request.
5. LightStanza shall engage any subcontractor pursuant to a written contract in accordance with the VCDPA that requires the subcontractor to meet the obligations of the processor with respect to the Personal Information.

Colorado:

- A. If LightStanza is processing on behalf of Customer any Personal Information subject to the ColoPA, then the following additional terms and conditions shall apply solely to the limited extent required by the ColoPA and solely with respect to the Personal Information that is in the scope of the ColoPA (and not with respect to any Personal Information that is covered by Data Protection Laws of other jurisdictions):
 1. LightStanza shall ensure that each person processing the Personal Information of Customer is subject to a duty of confidentiality with respect to the Personal Information.
 2. LightStanza shall engage a subcontractor only after providing the Customer with an opportunity to object and pursuant to a written contract that requires the subcontractor to meet the applicable obligations of the Customer under the ColoPA with respect to the Personal Information.
 3. Taking into account the context of processing, LightStanza and Customer shall each implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, and LightStanza and Customer agree that Customer's LightStanza Platform Agreement and the DPA establish a clear allocation of the responsibilities between them to implement the measures.
 4. Customer's LightStanza Platform Agreement and the DPA set out the processing instructions to which LightStanza is bound, including the nature and purpose of the processing by LightStanza, as well as the type of Personal Information subject to the processing, and the duration of the processing.
 5. At the choice of Customer, LightStanza shall delete or return all Personal Information to the Customer as requested at the end of the provision of the Services, unless retention of the Personal Information is required by law.
 6. LightStanza shall make available to the Customer all information necessary to demonstrate LightStanza's compliance with its applicable obligations under ColoPA.
 7. LightStanza shall allow for, and contribute to, reasonable audits and inspections by the Customer or the Customer's designated auditor. Alternatively, LightStanza may, with the Customer's consent, arrange for a qualified and independent auditor to conduct, at least annually and at LightStanza's expense, an audit of LightStanza's policies and technical and organizational measures in support of the obligations under the ColoPA using an appropriate and accepted control standard or framework and audit procedure for the audits as applicable. LightStanza shall provide a report of the audit to the Customer upon request.

Connecticut:

- A. If LightStanza is processing on behalf of Customer any Personal Information subject to the CTDPA, then the following additional terms and conditions shall apply solely to the limited extent required by the CTDPA and solely with respect to the Personal Information that is in the scope of the CTDPA (and not with respect to any Personal Information that is covered by Data Protection Laws of other jurisdictions):
1. Customer's LightStanza Platform Agreement and the DPA are binding and set forth instructions for processing the Personal Information, the nature and purpose of processing, the type of Personal Information subject to processing, the duration of processing and the rights and obligations of both LightStanza and Customer.
 2. LightStanza shall ensure that each person processing Personal Information of Customer is subject to a duty of confidentiality with respect to the Personal Information.
 3. LightStanza shall at the Customer's direction, delete or return all Personal Information to the Customer as requested at the end of the provision of the LightStanza Services, unless retention of the Personal Information is required by law.
 4. Upon the reasonable request of the Customer, LightStanza shall make available to the Customer all information in its possession necessary to demonstrate LightStanza's compliance with the applicable obligations of the CTDPA.
 5. After providing Customer an opportunity to object, LightStanza shall only engage a subcontractor pursuant to a written contract that requires the subcontractor to meet the applicable obligations of LightStanza under the CTDPA with respect to the Personal Information
 6. LightStanza shall allow, and cooperate with, reasonable assessments by Customer or the Customer's designated assessor, or LightStanza may arrange for a qualified and independent assessor to conduct an assessment of LightStanza's policies and technical and organizational measures in support of the applicable obligations of the CTDPA, using an appropriate and accepted control standard or framework and assessment procedure for such assessments. shall provide a report of such assessment to Customer upon request.

Utah:

- A. If LightStanza is processing on behalf of Customer any Personal Information subject to the UCPA, then the following additional terms and conditions shall apply solely to the limited extent required by the UCPA and solely with respect to the Personal Information that is in the scope of the UCPA (and not with respect to any Personal Information that is covered by Data Protection Laws of other jurisdictions):
1. Customer's LightStanza Platform Agreement and the DPA sets forth instructions for processing Customer's Personal Information, the nature and purpose of the processing, the type of Personal Information subject to processing, the duration of the processing, and the Parties' rights and obligations
 2. LightStanza shall ensure each person processing Personal Information is subject to a duty of confidentiality with respect to the Personal Information
 3. LightStanza shall only engage any subcontractor pursuant to a written contract that requires the subcontractor to meet the same obligations as LightStanza under the UCPA with respect to the Personal Information.