runZero Customer Data Processing Agreement

Last Modified: January 23, 2025

This Data Processing Agreement including its annexes (the "**DPA**") is incorporated into and forms part of the agreement between the Customer and runZero, Inc. ("**runZero**") under which runZero provides the Services (the "**Agreement**"). Unless otherwise defined herein, capitalized terms used in this DPA have the same meaning given to them under the Agreement.

Customer enters into this DPA on behalf of itself and, to the extent required under Applicable Data Protection Laws, in the name and on behalf of its Affiliates permitted to use the Service under the Agreement. If and to the extent the terms of this DPA conflict with the terms of the Agreement, the terms of this DPA shall control.

This DPA applies solely to Processing of Processor Data within environments controlled by runZero or its Subprocessors and describes the parties obligations with respect to the Processing of such Processor Data to ensure compliance with Applicable Data Protection Laws.

1. Definitions

In this DPA, the following terms shall have the following meanings:

- (a) "Applicable Data Protection Laws" means all worldwide data protection and privacy laws and regulations applicable to the Processing of Personal Data in question, including, where applicable, European Data Protection Law and/or US Data Protection Laws.
- (b) "Authorized Affiliate" means a Customer Affiliate that is authorized to use the Services under the Agreement and has not signed their own separate Agreement with runZero.
- (c) "Business", "Business Purpose", "Commercial Purpose", "Consumer," "Controller", "Data Subject", "Personal Data", "Personal Information", "Process" (and "Processing"), "Processor", "Sell", "Service Provider", and "Share" shall have the meanings given to them under Applicable Data Protection Laws. If and to the extent that Applicable Data Protection Laws do not define such terms, then the definitions given in the GDPR will apply.
- (d) **"Europe"** means for the purposes of this DPA, the European Economic Area and its Member States, Switzerland, and the United Kingdom (**"UK"**).
- (e) "European Data Protection Laws" means all data protection and privacy laws and regulations or other legislation enacted in Europe and applicable (in whole or in part) to the Processing of Personal Data such as (i) Regulation 2016/679 ("GDPR"); (ii) the EU e-Privacy Directive (Directive 2002/58/EC); (iii) any national data protection laws made under or pursuant to (i) or (ii); (iv) in respect of the UK, the GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 as they continue to have effect by virtue of section 2 of the European Union (Withdrawal) Act 2018, and any other laws in force in the UK applicable (in whole or in part) to the Processing of Personal Data (together, "UK Data Protection Law");

- and (v) the Swiss Federal Act on Data Protection of 2020 and its Ordinance ("Swiss FADP"), in each case as may be amended, superseded, or replaced from time to time.
- (f) "Personal Data" means information, which is protected as "personal data", "personally identifiable information" or "personal information" under any applicable Data Protection Laws. For the avoidance of doubt, with respect to US Data Protection Laws, "Personal Data" does not include de-identified data, or publicly available information as such terms are defined in Applicable Data Protection Laws.
- (g) "Processor Data" means any Personal Data that is Processed by runZero on behalf of Customer in the course of providing the Services, as more particularly described in Annex I of this DPA.
- (h) "Restricted Transfer" means a transfer (directly or via onward transfer) of Personal Data that is subject to European Data Protection Law to a country outside of Europe (or other exporting country with similar transfer restrictions) which is not subject to an adequacy determination by the applicable data protection authority of the exporting country (e.g., European Commission, United Kingdom or Swiss authorities, etc.as applicable).
- "Security Measures" means the runZero security measures located at https://www.runzero.com/legal/security/, as may be updated from time to time in accordance with this DPA.
- (j) "Standard Contractual Clauses" or ("SCCs") means the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.
- (k) "Subprocessor" means any third-party Processor (including any runZero Affiliates) engaged by runZero to Process any Processor Data (but shall not include runZero employees, contractors or consultants).
- (I) "UK Addendum" means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses" issued by the Information Commissioner under s.119A(1) of the Data Protection Act 2018.
- (m) "US Data Protection Laws" means any applicable US state data privacy and protection laws and regulations applicable to the Processor Data including: (i) the California Consumer Privacy Act, as amended by the California Privacy Rights Act (Cal. Civ. Code §§ 1798.100 et seq.), and its implementing regulations ("CCPA"); (ii) the Virginia Consumer Data Protection Act (VA Code Ann. §§ 59.1-575 et seq.) ("VCDPA"); (iii) the Colorado Privacy Act (Colo. Rev. Stat. §§ 6-1-1301 et seq.) and its implementing regulations ("CPA"); (iv) the Connecticut Data Privacy Act (Pub. Act No. 22015) ("CTDPA"); (v) the Utah Consumer Privacy Act (Utah Code Ann. §§ 13-61-101 et seq.) ("UCPA"); (vi) the Oregon Consumer Privacy Act (ORS 646A.570-646A.589) ("OCPA"); (vii) the Texas Data Privacy and Security Act (Tex. Bus. & Com. Code Ann. § 541.001 et seq.) ("TDPSA"); and (viii) the Montana Consumer Data Privacy Act (Mont. Code Ann. § 30-14-2801, et seq.) ("MTCDPA"), and any other applicable US state data privacy and protection laws that become effective on or after the effective date of this DPA, in each case as may be amended, superseded, or replaced from time to time.

2. Scope and Applicability of this DPA

2.1 This DPA applies where and only to the extent that runZero Processes Processor Data protected by Applicable Data Protection Laws as a Processor (or functionally equivalent role) on behalf of Customer in connection with the provision of the Services pursuant to the Agreement.

3. Role and Scope of Processing

- 3.1 Roles of the Parties. The parties acknowledge and agree that for the purposes of this DPA Customer is the Controller with respect to the Processing of Processor Data, and runZero shall Process Processor Data only as a Processor on behalf of Customer, as further described in Annex I of this DPA. Each party shall comply with the obligations that apply to it under Applicable Data Protection Laws.
- 3.2 **Details of Processing.** The subject matter, duration, nature, and purpose of the Processing of Processor Data, and the types of Personal Data and categories of data Data Subjects, are described in **Annex I**.
- 3.3 **Customer Responsibilities.** Customer shall have sole responsibility for the accuracy, quality, and legality of Processor Data and the means by which Customer acquired Processor Data. Customer represents and warrants that:
 - (a) it has provided, and will continue to provide all notices and has obtained, and will continue to obtain, all consents, permissions and rights necessary under Applicable Data Protection Laws, for runZero to lawfully Process Processor Data for the purposes contemplated by this DPA;
 - (b) it has complied with all Applicable Data Protection Laws in the collection and provision to runZero and its Subprocessors of such Processor Data; and
 - (c) it shall ensure its Processing instructions comply with Applicable Data Protection Laws and that the Processing of Processor Data by runZero in accordance with Customer's instructions will not cause runZero to be in breach of Applicable Data Protection Laws.
- 3.4 runZero Responsibilities. runZero shall Process Processor Data in accordance with the Customer's documented lawful instructions. For these purposes, Customer instructs runZero to Process Processor Data for the purposes set out in Annex 1 (the "Permitted Purpose(s)"), except where otherwise required by law(s) that are not incompatible with Applicable Data Protection Law. runZero shall promptly inform Customer if it becomes aware that such Processing instructions infringe Applicable Data Protection Law and, in such event, runZero shall not be obligated to undertake such Processing until such time as Customer has updated its Processing instructions and runZero has determined that the incidence of non-compliance is resolved.
- 3.5 **No Assessment of Compliance**. Notwithstanding the foregoing, runZero is not responsible for monitoring Customer's compliance with Applicable Data Protection Laws or determining if Customer's Processing instructions are compliant with such laws. Furthermore, runZero has no obligation to assess Processor Data in order to identify information that is subject to specific legal requirements.

- 3.6 **Prohibited Data.** Customer shall not disclose (and shall not permit any Data Subject to disclose) any special categories of Processor Data to runZero for Processing except where and to the extent expressly disclosed in **Annex I** of this DPA.
- 3.7 **Location of Processing.** Customer acknowledges that Processor Data runZero Processes under the Agreement may be Processed in any country in which runZero, its Affiliates, partners and authorized Subprocessors maintain facilities to perform the Services. runZero shall not Process or transfer (directly or via onward transfer) Processor Data (nor permit such data to be Processed or transferred) outside of its country of origin unless it first takes such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Laws.
- Confidentiality of Processing. runZero shall ensure that any person that it authorises to Process the Processor Data (including runZero's staff, agents and Subprocessors) (an "Authorised Person") shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty), and shall not permit any person to Process the Processor Data who is not under such a duty of confidentiality. runZero shall ensure that all Authorised Persons Process the Processor Data only as necessary for the Permitted Purpose.

4. Subprocessing

- 4.1 Authorized Subprocessors. Customer provides a general authorization for runZero to engage Subprocessors to Process Processor Data on Customer's behalf. A list of Subprocessors currently engaged by runZero and authorized by the Customer are set out in Annex II of this DPA. runZero will notify Customer if it adds or replaces Subprocessors at least ten (10) calendar days in advance by updating the webpage available at https://www.runzero.com/legal/subprocessors/ ("Subprocessors Webpage"). By subscribing to the Subprocessors RSS feed on the Subprocessors Webpage, Customer will be automatically notified when runZero adds or replaces any Subprocessor.
- **4.2 Subprocessor Obligations.** runZero shall: (i) enter into a written agreement with each Subprocessor containing data protection terms that provide at least the same level of protection for Processor Data as those contained in this DPA, to the extent applicable to the nature of the services provided by such Subprocessor; and (ii) remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Subprocessor that cause runZero to breach any of its obligations under this DPA.
- 4.3 Objection to Subprocessors. Customer may object in writing to runZero's appointment of a new Subprocessor on reasonable grounds relating to data protection by notifying runZero promptly in writing within ten (10) calendar days of receipt of runZero's notice. In such case, the parties shall discuss Customer's concerns in good faith with a view to achieving a commercially reasonable resolution. If the parties cannot reach such resolution, runZero shall, at its sole discretion either not appoint the Subprocessor, or permit Customer to suspend or terminate the affected part of the Services in accordance with the termination provisions in the Agreement and without liability to either party (but without prejudice to any fees incurred by Customer prior to suspension or termination). If such objection right is not exercised by Customer in the terms defined above, silence shall be deemed to constitute an approval of such engagement.

5. International Data Transfers.

5.1 International Data Transfers. Customer acknowledges and agrees that runZero may transfer and Process Processor Data outside Europe as necessary to provide the Service

and to comply with its obligations under the Agreement, including in the United States and other countries where runZero and its Subprocessors maintain data processing operations. runZero shall take all such measures as are necessary to ensure such transfers are made in compliance with Applicable Data Protection Laws.

- **Standard Contractual Clauses.** To the extent that Customer's transfer of Processor Data to runZero involves a Restricted Transfer, the SCCs shall be incorporated and form an integral part of the DPA as follows:
 - (a) <u>EU Transfers</u>. In relation to Processor Data that is subject to the GDPR: (i) Module Two (Controller to Processor) shall apply; (ii) in Clause 7, the optional docking clause shall not apply; (iii) in Clause 9, Option 2 shall apply and the time period for prior notice of Subprocessor changes is set out in Section 4.1 Authorized Subprocessors); (iv) in Clause 11, the optional language shall not apply; (v) in Clause 17, Option 1 shall apply and the SCCs shall be governed by the laws of the Republic of Ireland; (vi) in Clause 18(b), disputes shall be resolved before the courts of the Republic of Ireland; and (vii) Annexes I and II of the SCCs shall be deemed completed with the information set out in Annexes I of this DPA and the Security Measures respectively.
 - (b) <u>UK Transfers</u>. In relation to Processor Data that is subject to UK Data Protection Law, the SCCs shall apply in accordance with Section 5.2(a) (EU Transfers) and as modified by the UK Addendum, which shall be deemed executed by the parties and incorporated into and form an integral part of this DPA. Any conflict between the SCCs and the UK Addendum shall be resolved in accordance with Sections 10 and 11 of the UK Addendum. Tables 1 to 3 of the UK Addendum shall be deemed completed with the information set out in Appendices I and II of this DPA respectively, and Table 4 shall be deemed completed by selecting "neither party".
 - (c) <u>Swiss Transfers</u>. In relation to Processor Data that is subject to the Swiss FADP, the SCCs shall apply in accordance with Section 5.2(a) (EU Transfers) and the following modifications: (i) references to "Regulation (EU) 2016/679" and specific articles therein shall be replaced with references to the Swiss FADP and the equivalent articles or sections therein; (ii) references to "EU", "Union" and "Member State" shall be replaced with references to "Switzerland"; (iii) the competent supervisory authority shall be the Swiss Federal Data Protection Information Commissioner; (iv) references to the "competent supervisory authority" and "competent courts" shall be replaced with references to the "Swiss Federal Data Protection Information Commissioner" and "applicable courts of Switzerland"; and (v) the SCCs shall be governed by the laws of Switzerland and disputes shall be resolved before the applicable courts of Switzerland.
 - (d) Alternative Transfer Mechanism. If and to the extent that a court of competent jurisdiction or supervisory authority with binding authority orders (for whatever reason) that the measures described in this DPA cannot be relied on to lawfully transfer Processor Data from Customer to runZero, the parties will reasonably cooperate to agree and take any actions that may be required to implement any additional measures or alternative transfer mechanism to enable the lawful transfer of Processor Data.
- 5.3 In the event that any provision of this DPA contradicts, directly or indirectly, the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

6. Security

- Security Measures. runZero shall implement appropriate technical and organisational measures to protect the Personal Data from accidental or unlawful destruction, loss, alteration, or unauthorised disclosure or access (a "Security Incident"). Such measures shall have regard to the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. At a minimum, such measures shall include the Security Measures. Customer acknowledges that such measures are subject to technical progress and development and that runZero may update or modify such measures from time to time, provided that such updates and modifications do not degrade or diminish overall security of the Services under the Agreement.
- 6.2 **Security Incident Response**. Upon becoming aware of a Security Incident, runZero shall inform Customer without undue delay and provide all such timely information and cooperation as Customer may require in order for Customer to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) applicable Data Protection Law. runZero shall further take all such measures and actions as are reasonable and necessary to investigate, contain, and remediate or mitigate the effects of the Security Incident, to the extent that the remediation is within runZero's control, and shall keep Customer informed of all material developments in connection with the Security Incident.

7. Security Reports and Audits

- Audits and Security Certifications. Upon written request, and subject to reasonable notice and confidentiality agreements, runZero shall provide Customer with access to reasonably requested documentation to demonstrate runZero's compliance with this DPA, including providing copies of any certifications, audit reports, and/or other relevant documentation. Where appropriate, runZero may instead make available a summary of the results of third-party certifications and/or audits relevant to its compliance with this DPA. Customer acknowledges and agrees that it shall exercise its audit rights under this DPA (including this Section 7.1 and where applicable, the Standard Contractual Clauses) by instructing runZero to comply with the audit measures described in Section 7.2 below.
- Onsite Audits. While it is the parties' intention ordinarily to rely on runZero's obligations set forth in Section 7.1 to verify runZero's compliance with this DPA, following a confirmed Security Incident or where a data protection authority requires it, Customer may provide runZero with thirty (30) days' prior written notice requesting that a third party conduct an audit of runZero's operations and facilities ("Audit"); provided that (i) any Audit shall be conducted at Customer's expense; (ii) the parties shall mutually agree upon the scope, timing and duration of the Audit; and (iii) the Audit shall not unreasonably impact runZero's regular operations.

8. Cooperation and Data Subject Rights

runZero shall provide all reasonable and timely assistance (which may include by appropriate technical and organisational measures) to Customer to enable Customer to respond to: (i) any request from a Data Subject to exercise any of its rights under Applicable Data Protection Law; and (ii) any other correspondence, enquiry or complaint received from a Data Subject, regulator or other third party in connection with the Processing of the Personal Data. In the event that any such request, correspondence, enquiry or complaint is made directly to runZero, runZero shall promptly inform Customer providing full details of the same.

9. Data Protection Impact Assessment

Upon reasonable written request, and to the extent required under Applicable Data Protection Laws, runZero shall, considering the nature of the Processing and the information available to runZero, provide Customer with reasonable cooperation and assistance necessary to fulfil Customer's obligation to carry out data protection impact assessments and consult with supervisory authorities related to its use of the Service. runZero shall comply with the foregoing by:

- (a) complying with Section 7.1 (Audits and Security Certifications);
- (b) providing the information contained in the Agreement (including this DPA); or
- (c) upon request, if the information provided under sub-sections (a) and (b) is insufficient for Customer to fulfil such obligations, providing additional reasonable cooperation and assistance.

10. Deletion or Return of Data

10.1 Upon Customer's request, or upon termination or expiry of the Agreement, runZero shall destroy or return to Customer all Processor Data in its possession or control in accordance with the Agreement. This requirement shall not apply to the extent that runZero is required by any applicable law to retain some or all of the Processor Data, or to Processor Data it has archived on back-up systems, which runZero shall isolate and protect from any further Processing and eventually delete in accordance with runZero's retention policies, except to the extent required by law. The parties agree that the certification of deletion described in Clauses 8.5 and 16(d) of the Standard Contractual Clauses shall be provided by runZero to Customer only upon Customer's written request.

11. Additional Provisions for compliance with US Data Protection Laws

- 11.1 **Scope and Role of Parties.** This Clause 11 shall only apply to the extent the Processing of Processor Data is subject to US Data Protection Laws under this DPA. When Processing Processor Data is subject to US Data Protection Laws, the parties acknowledge and agree that Customer is a Business or Controller (as applicable), and runZero is a Service Provider, Processor, or Contractor (as applicable) on behalf of Customer.
- 11.2 **Responsibilities**. To the extent the Processing of Processor Data is subject to US Data Protection Laws under this DPA, runZero shall not: (i) "Sell" or "Share" such Processor Data (as those terms are defined by applicable US Data Protection Laws); (ii) retain, use or disclose Processor Data outside of the direct business relationship between runZero and Customer, except as otherwise permitted by applicable US Data Protection Laws; (iii) retain, use or disclose Processor Data for any purpose other than for one or more Business Purpose(s) specified under this DPA; or (iv) combine the Processor Data received from Customer with Personal Data that it collects or receives from or on behalf of another person, except as otherwise permitted under US Data Protection Laws.

12. General Provisions

12.1 **Legal Effect; Term.** The parties agree that this DPA shall replace any existing data processing agreement or similar document that the parties may have previously entered into in connection with the Services. Except for the changes made by this DPA, the Agreement remains unchanged and in full force and effect. This DPA shall continue in force until the

termination of the Agreement and so long as runZero continues to Process Processor Data on Customer's behalf. If there is any conflict or inconsistency between this DPA and the Agreement, the provisions of the following documents (in order of precedence) shall prevail: (a) Standard Contractual Clauses (where applicable); then (b) this DPA; and then (c) the main body of the Agreement.

- 12.2 **Limitation of Liability**. Each party's and all of its Affiliates' liability taken together in the aggregate arising out of or related to this DPA (including, where applicable, the Standard Contractual Clauses) shall be subject to the exclusions and limitations of liability set forth in the main body of the Agreement. Any claims against runZero or its Affiliates under or in connection with this DPA (including, where applicable, the Standard Contractual Clauses) shall be brought solely by the Customer entity that is a party to the Agreement. Notwithstanding any other provision of the Agreement or this DPA, in no event does this DPA restrict or limit the rights of any Data Subject under Applicable Data Protection Laws.
- Authorized Affiliates. runZero's obligations set forth in this DPA shall also extend to Authorized Affiliates, subject to the following conditions: (a) Customer is solely responsible for communicating any processing instructions on behalf of its Authorized Affiliates; (b) Customer shall be responsible for Authorized Affiliates' compliance with this DPA and all acts and/or omissions by an Authorized Affiliate with respect to Customer's obligations under this DPA; and (c) if an Authorized Affiliate seeks to assert a legal demand, action, suit, claim, proceeding or otherwise against runZero ("Authorized Affiliate Claim"), Customer must bring such Authorized Affiliate Claim directly against runZero on behalf of such Authorized Affiliate, unless Applicable Data Protection Laws require the Authorized Affiliate be a party to such claim, and all Authorized Affiliate Claims shall be considered claims made by Customer and shall be subject to any liability restrictions set forth in the Agreement, including any aggregate limitation of liability.
- 12.4 **Changes to this DPA.** runZero may, in its sole discretion, modify or update this DPA from time to time, and so Customer should review this page periodically. Any such modifications or updates shall not materially decrease the level of data protection provided under this DPA. When we change this DPA in a material manner, we will update the 'last modified' date at the top of this page and notify Customer that material changes have been made to this DPA. Customer's continued use of the Service after any change to this DPA constitutes acceptance of the new DPA. If Customer does not agree to any part of this DPA or to any future DPA, do not access or use (or continue to access or use) the Service.
- 12.5 **Disclosure of this DPA**. Customer acknowledges that runZero may disclose this DPA and any relevant privacy provisions of the Agreement to a supervisory authority or other judicial or regulatory body upon request.
- 12.6 **Governing Law.** This DPA will be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement, unless otherwise required by Applicable Data Protection Laws.

Annex I

Data Processing Description

This **Annex I** forms part of the DPA and describes the Processing that the Processor will perform on behalf of the Controller.

A. LIST OF PARTIES

Controller(s) / Data exporter(s):

1.	Name:	Customer as defined in the Agreement and any relevant Order
	Address:	As provided for in the Agreement and any relevant Order
	Contact person's name, position and contact details:	If a Customer has signed an Order, the contact person's details are those set forth therein; if not, the Customer's admin users shall be deemed the contact.
	Activities relevant to the data transferred under these Clauses:	Processing of Processor Data in connection with Customer's use of the Services under the Agreement.
	Role (controller/processor):	Controller

Processor(s) / Data importer(s):

1.	Name:	runZero, Inc.
	Address:	1512 Bluebonnet Ln Austin, TX, 78704-2854 United States
	Contact person's name, position and contact details:	General Counsel at privacy@runzero.com
	Activities relevant to the data transferred under these Clauses:	Processing of Processor Data in connection with Customer's use of the Services under the Agreement.

Role (controller/processor):	Processor

B. DESCRIPTION OF PROCESSING / TRANSFER

Categories of Data Subjects whose Personal Data is transferred:	The categories of data subjects included in Processor Data are determined and controlled by Customer in its sole discretion and may include (without limitation): Users (Customer employees, directors, officers, independent contractors, affiliates, and other individuals who are authorized to use the Services
	under the Agreement)
	Any other data subjects whose Personal Data is included in Customer Data.
Categories of Personal Data transferred:	In connection with the Services, runZero may Process certain Personal Data, the extent to which is determined and controlled by Customer in its sole discretion and which may include:
	Contact Details: First Name, Last Name, Email Address, Phone Number.
	Employment Information: Job Title, Manager, Work Mailing Address.
	<u>Unique Asset Information:</u> IP address, MAC address, geolocation data, host names or device names (if these include personal information) etc.
Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:	Not applicable – sensitive data is not Processed by runZero.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):	Continuous for the duration of the Agreement between runZero and Customer.
Nature of the Processing:	runZero provides a cyber asset attack surface management (CAASM) Services, as further described in the Agreement.
Purpose(s) of the data transfer and further Processing:	Processor Data shall only be Processed by runZero on behalf of Customer as necessary for the following purposes: (i) to provide the Services (including any related technical support requested by the Customer) under the Agreement; (ii) Processing initiated by Customer's Users in their use of the Services; and (iii) any other purposes of Processing as otherwise agreed between runZero and Customer in writing.
The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period:	runZero will retain Processor Data in accordance with the retention periods described in the Section 10 of the DPA.
For transfers to (sub-) processors, also specify subject matter, nature and duration of the Processing:	As above.