EXHIBIT 12

DATA PROCESSING AND TRANSFER ADDENDUM

TO THE

PROPERTY AGREEMENT

Provider will collect, store access and otherwise process Property Personal Data, in connection with Provider's provision of the POS and the Services pursuant to the Property Agreement ("Agreement"). This DPA applies in addition to, and not in lieu of, the terms and conditions set forth elsewhere in the Agreement.

1. **DEFINITIONS.** Capitalized terms used but not defined in this DPA will have the meanings set forth in the Agreement. Other terms used in this Exhibit are defined immediately below or where they are used and have the meanings there indicated. Those terms, acronyms, phrases and abbreviations used in the privacy or information security industries or other pertinent business context will be interpreted in accordance with their generally understood meaning in such industry or business context.

    1.1. "**2021 SCCs**" means the 2021 EU Standard Contractual Clauses (Module 2 Controller to Processor) ((EU) 2021/914) available at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX%3A32021D0914&locale=en.

    1.2. "**Adequacy Decision**" means a decision adopted by a competent authority with jurisdiction over the Property declaring that a jurisdiction meets an adequate level of protection of Personal Data.

    1.3. "**Individual**" or "**Data Subject**" means any natural person about whom Personal Data may be Processed under the Agreement.

    1.4. "**Model Contract**" means any or all model contract language dictated by a particular jurisdiction and determined to provide a sufficient legal basis for Transfers by a competent authority with jurisdiction over Property, including the 2021 SCCs, UK SCCs Addendum, Argentine Model Clauses, ADGM Standard Contractual Clauses, and DIFC Standard Data Protection Contractual Clauses. Signature to the Agreement shall be considered a signature to each Model Contract incorporated through Section 4.

    1.5. "**Personal Data**" means any information received, collected, accessed or otherwise Processed under the Agreement or this DPA that, directly or indirectly, identifies or can be used to identify an Individual, that can be used to derive information specific to a particular Individual, or that otherwise relates to an identifiable Individual.

    1.6. "**Process**" and its derivatives means the collection, recording, organization, structuring, alteration, access, disclosure, copying, transfer, storage, retention, deletion, combination, restriction, adaptation, retrieval, consultation, destruction, disposal, sale, sharing or other use of Personal Data, whether by automated means or otherwise.

    1.7. "**Property Personal Data**" means Personal Data collected by or on behalf of Property, including by Provider, that is Processed as part of the Services under this Agreement, which may include the Personal Data of employees of Property, Users and Property customers.

    1.8. "**Provider Personal Data**" means Personal Data collected or Processed by the Provider where Provider maintains an independent right to Process such Personal Data whether based on a pre-existing relationship or direct interactions with the Individual.

    1.9. "**Provider Personnel**" means any employee, contractor, subcontractor or agent whom Provider authorizes to Process Property Personal Data.

1.10. "**Sale**", "**Sell**", or "**Selling**" means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a Data Subject's Personal Data to a third party for monetary or other valuable consideration.

1.11. "**Share**", "**Shared**" or "**Sharing**" means sharing, releasing, disclosing, making available, transferring or otherwise providing or communicating Personal Data to a third party for cross-context behavioral advertising (as the term is defined by the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act, and any regulations promulgated thereunder), whether or not for monetary or other valuable consideration, including transactions between a business and a third party for cross-contextual behavioral advertising for the benefit of a business in which no money is exchanged.

1.12. "**Sensitive Data**" means any of the following types of Personal Data: (i) Social Security or identity card number, taxpayer identification number, passport number, driver's license number or other government-issued identification number; (ii) credit or debit card details or financial account number, with or without any code, password or credentials that would permit access to the account, or credit history; (iii) username and password; (iv) information on race, religion, ethnicity, sex life or practices or sexual orientation, medical information, health information, genetic or biometric information, biometric templates, political, religious or philosophical beliefs, political party or trade union membership, background check information, or judicial data such as criminal records (including alleged commission of an offense) or information on other judicial or administrative proceeding; (v) geolocation information accurate within a radius of 1,850 feet or less, (vi) citizenship or immigration status; (vii) information from a known child under the age of 13; or (viii) the contents of an Individual's mail, email or text messages unless Property or Provider is the intended recipient of the communication.

1.13. "**Sub-processor**" means any third party engaged by Provider to Process Property Personal Data.

1.14. "**Transfer**" means the access by, transfer or delivery to, or disclosure of Property Personal Data to a person, entity or system located in a country or jurisdiction other than the country or jurisdiction where the Individual to whom the Property Personal Data pertains is located or where the Property Personal Data was originally entered into the Solution,

1.15. "**Users**" means any individual who is designated by Property Owner to receive or use the Services, including Property Owner employees.

2. DATA PROTECTION

2.1. **Limitations on Use; Determination of Purpose**. Provider will Process Property Personal Data only on Property's behalf in order to deliver the Services to Property, in the context of its direct business relationship with Property and in accordance with Property's instructions as documented in the Agreement, this DPA or other documented instructions of Property, whether in written or electronic form.

2.2. **Confidentiality**. Provider will impose confidentiality obligations, including without limitation to protect all Property Personal Data in accordance with the requirements of this DPA, on Provider Personnel who will be provided access to, or will otherwise Process Property Personal Data (during the term of their employment or engagement and thereafter).

2.3. **Information Security Program**. Provider will implement, maintain, monitor and, where necessary, update a comprehensive written information security program that contains administrative, technical and physical safeguards, practices and procedures that (i) are appropriate to the volume, scope and nature of the Property Data Processed by Provider, the nature of the Services and the risk resulting from the Processing; (ii) protect Property Data against reasonably anticipated threats or hazards to its security, confidentiality, accessibility or integrity, including, without limitation, against unauthorized or illegal access, destruction, use, modification, or disclosure, and (iii) reduce reasonably foreseeable risks of harm to Individuals relating to the Processing of their Personal Data ("**Information Security Program**"). The Information Security Program will include the measures listed in the Agreement or this DPA and any other requirements set forth in the Agreement.

2.4. **Data Integrity**. Provider will use commercially reasonable efforts to ensure that all Property Data maintained by Provider on Property's behalf is accurate and, where appropriate, kept up to date, and ensure that any Property

Data that is inaccurate or incomplete is erased or rectified in accordance with Property's instructions. Notwithstanding this requirement, Provider will not be required to independently check the accuracy or completeness of any Property Data and will only be required to act on Property's instruction.

2.5. **Disclosure/Sub-processors**. Provider will not disclose or transfer Property Personal Data to, or allow access to Property Data that constitutes Property Personal Data (each, a "**Disclosure**") by any third party except as permitted under the Agreement. Sub-processors who are authorized to Process Property Data that constitutes Property Personal Data are identified in Annex III to this DPA. During the course of the Agreement, Property grants the Provider a general authorization to engage further Sub-processors in line with Provider's obligations under this Agreement. Property may register at the link provided Annex III to receive a notification from Provider of any intended addition to or replacement of, authorized Sub-Processors at least 30 days in advance ("New Sub-processor Notice"), thereby giving Property sufficient time to object prior to the engagement of a new third party. Provider will provide Property with the information necessary to enable Property to exercise the right to object. If Property objects to the intended addition or replacement of a Sub-processor within fifteen (15) days following receipt of a New Sub-processor Notice ("**Objection Period**"), Provider will use commercially reasonable efforts to (i) address and mitigate the concerns identified by Property in its notice of objection, or (ii) procure the use of a different third party not giving rise to objections by Property. If the concerns identified by Property are reasonable and cannot be resolved within fifteen (15) days following Property's notice of objection, Property may terminate the Agreement, in whole or in part, as of the termination date specified in Property's notice of termination without additional cost or payment of any termination charges by Property and Provider shall reimburse Property for any fees or charges prepaid by Property for Solution to be provided following the effective date of the termination. If Property does not object to the intended addition or replacement of such third party within the Objection Period, the new subcontractor will be deemed an authorized Sub-processor. If Property authorizes a new third party to access Property Data that constitutes Property Personal Data, the new third party will be considered an "authorized" Sub-processor. Provider will enter into an agreement with such third party that is substantially similar to those set forth in this DPA, provided that in any case such agreement shall comply with applicable Privacy Laws. Such agreement will be provided to Property promptly upon request. Provider will be liable for all actions or omissions by such third parties with respect to the Disclosure and further shall indemnify Property for such acts and omissions if Provider would have been required to indemnify Property had the act or omission been performed by Provider pursuant to the applicable indemnification provisions of the Agreement or this DPA.

3. PERSONAL DATA PROCESSING

3.1. **Compliance with Law**. Provider will comply with and provide the same level of privacy protection as is required by, all Privacy Laws applicable to Provider relating to the Processing and protection of Property Data that constitutes Property Personal Data.

3.2. **Processing Restrictions.** Provider will Process Property Personal Data only on Property's behalf, as reasonably necessary and proportionate to provide the Services to Property and in accordance with Property's instructions as documented in the Agreement, this Exhibit or other communications of Property, whether in written or electronic form. Without limiting the foregoing, in no event may Provider (i) Sell, Share or otherwise disclose Property Personal Data to any third party for the commercial benefit of Provider or any third party, (ii) retain, use, disclose or otherwise Process Property Personal Data for any commercial or other purpose except providing the Services to Property, (iii) retain, use, disclose or otherwise Process Property Personal Data outside of the direct business relationship between Provider and Property, or (iv) combine Property Personal Data with personal or other information that Provider receives from, or on behalf of, other persons, or collects from its own interaction with affected Individuals. Provider certifies that it understands and will comply with all restrictions placed on its Processing in this Section 3.2. Provider will immediately inform Property if, in its opinion, an instruction infringes applicable Privacy Laws. The duration of the Processing will be the same as the duration of the Agreement, except as otherwise agreed to in this DPA or in writing by the Parties. The scope of Processing of Property Personal Data is as specified in the Agreement, **Annex I** (Description of Transfer) to this Exhibit. For clarity, and without limiting the foregoing, in no event may Provider combine Property Personal Data with personal information that Provider receives from, or on behalf of, other persons, or collects from its own interaction with the Individual, except as expressly permitted under applicable Privacy Laws. Provider certifies that it understands and will comply with all restrictions placed on its Processing in the DPA.

3.3. **Requests or Complaints from Individuals**. Provider will promptly notify Property in writing, and in any case within five (5) days of receipt, unless specifically prohibited by laws applicable to Provider, if Provider receives: (i) any requests from an Individual intended for Property with respect to Property Personal Data Processed by Provider, including but not limited to opt-out requests; requests for access and/or rectification, erasure or restriction; requests for data portability, and all similar requests; or (ii) any complaint intended for Property relating to the Processing of Property Personal Data by Provider, including allegations that such Processing infringes on an Individual's rights. Provider will not respond to any such request or complaint unless expressly authorized in writing to do so by Property.

3.4. **Provider Cooperation with Individual Rights Requests**: Provider will assist and cooperate with Property in responding to, and complying with, such requests or complaints, including without limitation, by providing the information necessary for Property to comply with the requests or complaints and, where possible, implementing appropriate technical and organizational measures. If applicable, Provider will direct any Sub-processor that Processes Property Personal Data related to the identified Individual to promptly assist in responding to, and complying with, an Individual's request or complaint. Upon request by Marriott, Provider will confirm to Property in writing that Provider has complied with its obligations under this Section.

3.5. **Other**. Provider will provide relevant information and assistance requested by Property to demonstrate Provider's compliance with its obligations under this DPA and assist Property in meeting its obligations under data protection or Privacy Laws including, where applicable,: (i) registration and notification obligations; (ii) accountability; (iii) ensuring the security of Property Personal Data; (iv) if required by applicable law, establishment and maintenance of a record of Property Personal Data Processing; and (v) the carrying out of privacy and data protection impact assessments and related consultations of data protection authorities . In addition, when Provider is responding to a Property-mandated audit or inspection of Provider's compliance with this DPA, Provider will inform Property if Provider believes that any instructions of Property regarding the Processing of Property Personal Data would violate applicable law.

3.6. **Conflicts.** To the extent there is any conflict between this DPA and the terms of the Model Contracts where applicable, the terms of the Model Contracts will prevail.

4. **PERSONAL DATA TRANSFERS**

4.1. **Cross-border Transfers Generally.** Provider will ensure that Property Personal Data is not Transferred to Provider Personnel in any country other than those specified in the Agreement unless Property agrees to such Transfer in writing, provided that such restriction shall not apply provided that such Transfers shall at all times comply with applicable Privacy Laws.

5. **AMENDMENTS.** The Parties agree that this DPA may be amended only by written agreement between the Parties, except that either Party may propose variations to this DPA that it reasonably considers to be necessary to address the requirements of any Privacy Law or other rules or standards relating to the protection, collection, use or distribution of Property Personal Data.

ANNEX I
PRIVACY CONTRACT TERMS
DATA TRANSFER AGREEMENT

A. LIST OF PARTIES

Data exporter(s):

Name: The Property set forth in the Agreement.

Address: As set forth in the Agreement.

Contact person's name, position and contact details: As set forth in the Agreement.

Activities relevant to the data transferred under these Clauses: The data exporter is the user of professional services as described in the Agreement.

Signature and date: Addendum is incorporated into the Agreement by reference in Section 4 of the Data Processing and Transfer Addendum.

Role (controller/processor): Controller

Data importer(s):

Name: Provider and any Provider Affiliate that is authorized under the Agreement to Process Property Personal Data disclosed or Transferred by, or otherwise on behalf of, Property

Address: see Agreement

Contact person's name, position and contact details: see Agreement

Activities relevant to the data transferred under these Clauses: The data importer is the provider of the services described in the Agreement.

Signature and date: Addendum is incorporated into the Agreement by reference in Section 4 of the Data Processing and Transfer Addendum..

Role (controller/processor): Processor

B. DESCRIPTION OF PROCESSING

1. **Description of Personal Data Processing:**

SUBJECT MATTER, NATURE AND PURPOSE:	Property Personal Data for the purpose of providing the Services under the agreement
CATEGORIES OF INDIVIDUALS:	Property Guests; Users

TYPES OF PERSONAL DATA:

Solution	Categories of Data Subjects	Personal Data
Toast POS and related service	Property Guests	First Name Last Name Phone Number Email Address Room Number Folio Number
Toast POS and related service	Users	First Name Last Name Email Phone Number Title and related job details

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

At the end of the services provided by the data importer related to the Processing of Property Personal Data under the Agreement, the data importer shall delete or return the Property Personal Data in accordance with this Agreement.

For transfers to processors, also specify subject matter, nature and duration of the processing

The processing will be to facilitate the performance of the services as set forth in the written services agreement with the (sub-) processor, for the duration of the performance of the services as set forth in the written services agreement with the (sub-) processor.

ANNEX II – TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES

Intentionally Omitted - Refer to Exhibit 11 to the Property Agreement

The current list of Sub-processors is available at https://pos.toasttab.com/sub-processor-list, except to extent that Provider has secured the services of a different third party on behalf of Property pursuant to Section 2.5 of the DPA, and subject to the notification provisions set forth in the same. For ease of reference, the following list is current as of the Effective Date.

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorized):

Sub-processor name	Service Provided	Location
Amazon Web Services	Third party data hosting services for Toast platform	United States
Five9	Customer support and call center services	United States
Google	Email communication and storage for contract facilitation and operational purposes	United States
IBEX Global Solutions	Customer support call center services	Nicaragua, United States
Litmos	Training services for merchant employees	United States
Mailjet (Mailgun)	Email marketing service	United States
Pendo	Chatbot and information assistant services	United States
Postman	HTTP request sharing tool to assess Toast APIs	United States

ServiceNow	Workforce and team task management for merchant employees	United States
Sutherland	Customer support call center services	Mexico, United States
Symmetry	Payroll and tax withholding software	United States
Twilio/SendGrid	Communication platform for SMS and emails	United States