INSIGHTSOFTWARE

DATA PROCESSING ADDENDUM

This Data Processing Addendum ("DPA") forms part of, and is subject to, the written or electronic agreement (including any master agreement, subscription agreement, statement of work, or purchase order) for the provision of products and services (the "Service" or "Services") between Vendor and insightsoftware ("Agreement") that references this DPA and is effective as of the same date as the Agreement.

This DPA applies where, and to the extent that, Vendor processes Personal Data on behalf of insightsoftware when providing Services under the Agreement. The parties agree that this DPA shall replace any existing DPA or other data protection provisions the parties may have entered into in connection with the Services.

In the course of Vendor providing Services to insightsoftware, Vendor may process Personal Data on behalf of insightsoftware. "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Processing", and "Appropriate Technical and Organizational Measures" shall be interpreted in accordance with the General Data Protection Regulation (Regulation (EU) 2016/679) and all other applicable data protection and privacy laws, including the UK GDPR and the California Consumer Privacy Act ("Data Protection Laws"). “insightsoftware Data” refers to Personal Data Vendor processes on behalf of insightsoftware.

The Parties agree that insightsoftware is the Data Controller and that Vendor is the Data Processor in relation to Personal Data that is processed in the course of providing the Services.

1. Roles and Scope of Processing

1.1. **Role of the Parties.** As between Vendor and insightsoftware, insightsoftware is the Data Controller of Personal Data and Vendor will process Personal Data only as a Data Processor acting on behalf of insightsoftware.

1.2. **Vendor Processing of Personal Data.** Vendor agrees that:

1.2.1. it will comply with its obligations under Data Protection Laws in respect of its processing of Personal Data and will only process Personal Data in accordance with insightsoftware's documented instructions; and

1.2.2. it has appropriate technical and organizational measures in place to ensure the security of Personal Data.

1.3. **Processing Instructions**. Vendor will process Personal Data only:

1.3.1. for the purpose of providing the Services and in accordance with insightsoftware's documented lawful instructions as set forth in the Agreement and this DPA;

1.3.2. to the extent necessary to detect or prevent security incidents or fraudulent activity within the Services; or

1.3.3. as required by law, provided Vendor will inform insightsoftware of such legal requirement prior to processing unless prohibited by law.

2. Subprocessing

2.1. **Authorized Subprocessors.** Vendor shall inform insightsoftware in advance of any intended changes concerning the addition or replacement of subprocessors. If insightsoftware objects in writing within thirty (30) days of notice, the Parties will discuss possible resolutions for thirty (30) days; if none are reached, insightsoftware may terminate the affected Services.

2.2. **Subprocessor Obligations**. Vendor shall:

2.2.1. restrict subprocessor access to Personal Data to what is necessary for the Services;

2.2.2. enter written agreements with subprocessors imposing data protection terms no less protective than this DPA;

2.2.3. remain liable for subprocessor compliance.

3. Security Measures and Security Incident Response

3.1. **Security Measures.** Before commencing processing, Vendor shall provide documentation of its technical and organizational security measures. insightsoftware may accept Vendor's standard security documentation or website references, but reserves the right to request additional details. Vendor must notify insightsoftware of material changes to security measures.

3.2. **Updates to Security Measures.** Vendor may update security measures provided such updates do not degrade the overall security level.

3.3. **Confidentiality.** Vendor shall ensure all personnel authorized to process Personal Data are bound by appropriate confidentiality obligations.

3.4. **Security Incident Response.** Upon becoming aware of a security incident affecting Personal Data, Vendor shall:

3.4.1. notify insightsoftware via email without undue delay;

3.4.2. provide a description of the incident and periodic updates on its impact;

3.4.3. investigate the incident and take reasonable mitigation steps; and

3.4.4. provide sufficient information for insightsoftware to meet its regulatory reporting obligations.

3.5. **Reports.** Upon request, Vendor will supply a summary copy of security audit report(s) ("Report") to insightsoftware in accordance with the technical and organizational measure requirements, which reports shall be subject to the confidentiality provisions of the Agreement. Vendor will also respond to any reasonable written audit questions submitted to it by insightsoftware to review Vendor’s compliance with Data Protection Laws provided that insightsoftware shall not exercise this right more than once per year, except if required by law or a reasonable security concern.

3.6. **Audits.** Vendor will permit insightsoftware and its third-party representatives to audit Vendor's compliance with its Agreement obligations, on at least sixty (60) days' notice,

during the term of the Agreement. Vendor will give the insightsoftware and its third-party representatives all necessary assistance to conduct such audits. Such audits shall be limited to once per year.

4. International Transfers

4.1. **Data Center Locations.** Vendor shall not transfer Personal Data outside the EEA, UK, or countries with adequacy decisions without insightsoftware's prior written consent.

4.2. **Transfer Mechanism.** If any Personal Data transfer between the Vendor and insightsoftware requires execution of Model Clauses in order to comply with the EU Data Protection Laws and/or UK Data Protection Laws (where the insightsoftware is the entity exporting Personal Data relating to EU and/or UK based individuals to Vendor outside the EEA and/or UK), the Model Clauses adopted and approved by the European Commission (as updated from time to time) are incorporated by reference and available at insightsoftware's website at https://insightsoftware.com/legal/contracts/sccs. To the extent there is any ambiguity between this DPA and the Model Clauses, the Model Clauses shall prevail unless this DPA offers a Data Subject a greater level of protection in which case and only in respect of the greater protection that is offered this DPA shall prevail.

5. Cooperation

5.1. **Access to insightsoftware Data.** To the extent that insightsoftware is unable to independently access the relevant insightsoftware Data within the Services and provided that insightsoftware has configured the Services in accordance with Vendor's recommendations, Vendor will provide reasonable cooperation to assist insightsoftware to respond to any requests from individuals or applicable data protection authorities relating to the processing of Personal Data under the Agreement when insightsoftware is required to respond to such requests under applicable Data Protection Laws. In the event that any such request is made directly to Vendor, Vendor will not respond to such communication directly without insightsoftware's prior authorization, unless legally compelled to do so. If Vendor is required to respond to such a request, Vendor will promptly notify insightsoftware and provide it with a copy of the request unless legally prohibited from doing so.

5.2. **Exception.** This requirement will not apply to the extent Vendor is required by applicable law to retain some or all of the insightsoftware Data, or to insightsoftware Data it has archived on back-up systems, which Vendor will securely isolate and protect from any further processing, except to the extent required by law.

5.3. **Law Enforcement Request.** If a law enforcement agency sends Vendor a demand for insightsoftware Data (for example, through a subpoena or court order), Vendor will attempt to redirect the law enforcement agency to request that data directly from insightsoftware. As part of this effort, Vendor may provide insightsoftware's basic contact information to the law enforcement agency. If compelled to disclose insightsoftware Data to a law enforcement agency, then Vendor will give insightsoftware reasonable notice of the demand to allow insightsoftware to seek a protective order or other appropriate remedy unless insightsoftware is legally prohibited from doing so.

5.4. **Legal Compliance.** To the extent Vendor is required under Data Protection Law, Vendor will provide reasonably requested information regarding the Services to enable the insightsoftware to carry out Data Protection Impact Assessments and prior consultations with data protection authorities as required by law.

6. Additional Provisions for California Personal Information

6.1. **Roles of the Parties.** When processing California Personal Information in accordance with insightsoftware's Instructions, the Parties acknowledge and agree that insightsoftware is a "Business" and Vendor is a "Service Provider" for the purposes of, and as those terms are defined in, the California Consumer Privacy Act, as amended by the California Privacy Rights Act ("CCPA").

6.2. **Responsibilities.** The Parties agree that Vendor will Process California Personal Information as a "Service Provider" (as defined in the CCPA) strictly for the purpose of performing the Services under the Agreement or as otherwise permitted by the CCPA. Vendor will provide commercially reasonable efforts to assist in insightsoftware's efforts to comply with applicable consumers' rights. Vendor shall, in accordance with the Agreement, not sell personal information and not retain, use, or disclose personal information for any purpose other than those specified in this Agreement.

7. General

7.1. **Limitation of Liability.** For the avoidance of doubt, any claims or remedies insightsoftware may have against Vendor, its Affiliates and their respective employees, agents and Subprocessors arising under or in connection with this DPA, including for breach of this DPA, as a result of fines (administrative, regulatory, or otherwise) imposed upon insightsoftware, and under applicable Data Protection Laws, including any claims relating to damages paid to a Data Subject, will be subject to any limitation of liability provisions (including any agreed aggregate financial cap) that apply under the Agreement. Notwithstanding the foregoing, nothing in this DPA is intended to limit a Data Subject's rights under applicable Data Protection Laws.

7.2. **Responsible Entity.** Any claims against insightsoftware or its Affiliates under this DPA shall be brought solely against the entity that is a party to the Agreement. No one other than a party to this DPA, their successors and permitted assignees shall have any right to enforce any of its terms.

7.3. **Compliance**. Insightsoftware may propose modifications to this DPA to reflect changes in law; such modifications will take effect upon notice unless Vendor objects in writing within thirty (30) days. insightsoftware will endeavor to provide prior written notice of any such changes to Vendor by posting a notice on insightsoftware's website.

7.4. **Governing Law.** This DPA will be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement, unless required otherwise by applicable Data Protection Laws.

7.5. **Permitted Disclosure.** insightsoftware acknowledges that Vendor may disclose the privacy provisions in this DPA to the U.S. Department of Commerce, the Federal Trade Commission, a European Union supervisory authority, or any other U.S. or EEA (including UK) judicial or regulatory body upon their lawful request.

7.6. **Precedence.** Except for the changes made by this DPA, the Agreement remains unchanged and in full force and effect. If there is any conflict between this DPA and the Agreement, this DPA shall prevail to the extent of that conflict. If there is any conflict between this DPA and the Model Clauses, then to the extent this DPA affords a Data Subject greater rights and protections than afforded under the Model Clauses, this DPA shall prevail; in all other situations (i.e. where the Data Subject is afforded equal or lesser rights and protections under this DPA) the Model Clauses shall prevail.

7.7. **Severability.** The provisions of this DPA are severable. If any phrase, clause, or provision is invalid or unenforceable in whole or in part, such invalidity or unenforceability shall affect only such phrase, clause or provision, and the rest of this DPA shall remain in full force and effect.

insightsoftware By: _____ Name: _____ Title: _____ Date: _____	Vendor: [Insert Vendor Name] By: _____ Name: _____ Title: _____ Date: _____