INSIGHTSOFTWARE

DATA PROCESSING ADDENDUM

This Data Processing Addendum ("DPA") forms part of, and is subject to, the Master Terms or other written or electronic master agreement or subscription agreement ("Agreement") for the provision of insightsoftware products and services (the "Service" or "Services") between insightsoftware and Customer that references this DPA and is effective as of the same date as the Agreement.

This DPA applies where, and to the extent that, insightsoftware processes Personal Data on behalf of Customer 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 providing the Services to Customer, insightsoftware may process Personal Data on behalf of Customer. "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 California Consumer Privacy Act ("Data Protection Laws").

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

1. Roles and Scope of Processing

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

1.2. **Customer Processing of Customer Data**. Customer agrees that:

1.2.1. it has provided notice and obtained (or will obtain) all consents and rights necessary for insightsoftware to process Customer Data pursuant to the Agreement and this DPA.

1.2.2. It will comply with its obligations as a Data Controller under Data Protection Laws in respect of its Processing of Customer Data and any Processing instructions it issues to insightsoftware; and

1.3. **insightsoftware Processing of Customer Data**. insightsoftware will process Customer Data only:

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

1.3.2. as part of the direct business relationship between Customer and insightsoftware;

1.3.3. on behalf of Customer and insightsoftware's other Customers, to the extent necessary to detect data security incidents, or protect against fraudulent or illegal activity; or

1.3.4. as required by law, provided insightsoftware will inform Customer of such legal requirement prior to commencing such Processing unless prohibited by law.

1.4. The Parties agree that the Customer's complete and final instructions with regards to the nature and purposes of the Processing are set out in this DPA and the Agreement, which can be amended from time to time, either by an addendum to this DPA or the Agreement or by a commercial document signed between the Parties.

2. Subprocessing

2.1. **Authorized Subprocessors**. By signing the Agreement, the Customer agrees that insightsoftware may subcontract the Processing of Personal Data to those Subprocessors listed on the insightsoftware website. insightsoftware will inform Customer in advance of any intended changes concerning the addition or replacement of Subprocessors and thereby give Customer the opportunity to object to such changes. If Customer does not object in writing within fifteen (15) days of receipt of the notice, Customer is deemed to have accepted the new Subprocessor. If Customer does object in writing within fifteen (15) days of receipt of the notice, insightsoftware and Customer will discuss possible resolutions within a reasonable timeframe and without detriment to the Parties. If the Parties are unable to come to an agreement within sixty (60) days, Customer may

terminate the applicable Services which cannot be provided by insightsoftware without the use of the objected-to new Subprocessor.

2.2. **Subprocessor Obligations**. Where insightsoftware authorizes any Subprocessor:

2.2.1. insightsoftware will restrict the Subprocessor's access to Customer Data solely to what is necessary to assist insightsoftware in providing or maintaining the Services, and will prohibit the Subprocessor from accessing Customer Data for any other purpose;

2.2.2. insightsoftware will enter or has already entered into a written agreement with the Subprocessor imposing data protection terms that require the Subprocessor to protect the Customer Data to the standard required by applicable Data Protection Laws and;

2.2.3. insightsoftware will remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Subprocessor that cause insightsoftware to breach any of its obligations under this DPA.

3. Security Measures and Security Incident Response

3.1. **Security Measures**. insightsoftware shall implement appropriate technical and organizational measures to ensure a level of security of the Personal Data appropriate to the risk required pursuant to applicable Data Protection Laws and, where applicable, shall take all measures required pursuant to Article 32 GDPR. The applicable security measures are further described in documentation published on the insightsoftware website.

3.2. **Updates to Security Measures**. Customer acknowledges that the Security Measures are subject to technical progress and development and that insightsoftware may update or modify the Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services purchased by the Customer.

3.3. **Personnel**. insightsoftware restricts its personnel from Processing Customer Data without authorization by insightsoftware as set forth in the Security Measures and shall ensure that any individual who is authorized by insightsoftware to process Customer Data is bound under appropriate obligations of confidentiality and non-use.

3.4. **Customer Responsibilities**. Customer agrees that except as provided by this DPA, Customer is responsible for its secure use of the Services. Customer may elect to implement technical or organizational measures in relation to Customer Data, which may include:

3.4.1. protecting account authentication credentials;

3.4.2. protecting the security of Customer Data when in transit to and from the Services;

3.4.3. implementing measures to allow Customer to backup and archive appropriately in order to restore availability and access to Customer Data in a timely manner in the event of a physical or technical incident; and (iv) taking any appropriate steps to securely encrypt or pseudonymize any Customer Data uploaded to the Services.

3.5. **Security Incident Response**. Upon becoming aware of a Security Incident, insightsoftware will notify Customer without undue delay and will provide information relating to the Security Incident as it becomes known or as is reasonably requested by Customer. insightsoftware will also take reasonable steps to mitigate and, where possible, to remedy the effects of, any Security Incident.

4. Customer Audits.

4.1. **Customer Audit Rights**. The Customer's audit rights shall consist solely of:

4.1.1. the provision by insightsoftware of written information (including, without limitation, questionnaires and information about security policies); and

4.1.2. interviews with insightsoftware IT personnel. Such an audit may be carried out by the Customer, or a supervisory authority composed of independent members and in possession of required professional qualifications. For the avoidance of doubt, insightsoftware will not be required to provide physical access to its IT systems, hosting sites, or infrastructure.

5. International Transfers

5.1. **Data Center Locations**. insightsoftware may transfer and process Customer Data anywhere in the world where insightsoftware, its Affiliates or its Subprocessors maintain data Processing operations. insightsoftware will at all times provide an

appropriate level of protection for the Customer Data processed, in accordance with the requirements of Data Protection Laws.

5.2. **Transfers outside the EEA and/or UK**. insightsoftware may only process, or permit the Processing, of Personal Data outside the EEA and/or United Kingdom under the following conditions:

5.2.1. insightsoftware is Processing Personal Data, or permitting the Processing of Personal Data in a territory which is subject to adequacy regulations under the EU Data Protection Laws and/or UK Data Protection Laws (as applicable) that the territory provides adequate protection for the privacy rights of individuals; or

5.2.2. insightsoftware, its Affiliates and/or its Subprocessors (as applicable) enter into applicable Model Clauses so that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 46 of the UK GDPR and EU GDPR.

5.3. If any Personal Data transfer between the Customer 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 Customer is the entity exporting Personal Data relating to EU and/or UK based individuals to insightsoftware 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 on 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.

5.4. **Alternative Data Export Solutions**. Notwithstanding the foregoing, the Parties agree that in the event insightsoftware adopts another alternative data export solution (as recognized under EU Data Protection Laws and/or UK Data Protection Laws (as applicable)), then the alternative data export solution shall apply instead of the Model Clauses. In the event that the alternative data export solution is later determined to not constitute an adequate level of data protection under EU Data Protection Laws, the Model Clauses shall apply as the data export solution; similarly, should such alternative data export solution later be determined not to

constitute an adequate level of data protection under UK Data Protection Laws, the Model Clauses (or any equivalent recognized by Data Protection Laws) shall apply.

6. Return or Deletion of Data

6.1. **General**. Upon termination or expiration of the Agreement, insightsoftware will (at Customer's election) delete or return to Customer all Customer Data in its possession or control in accordance with the terms of the Agreement.

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

7. Cooperation

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

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

7.3. **Legal Compliance**. To the extent insightsoftware is required under Data Protection Law, insightsoftware will (at Customer's expense) provide reasonably requested information regarding the Services to enable the Customer to carry out data protection impact assessments and prior consultations with data protection authorities as required by law.

8. Additional Provisions for California Personal Information

8.1. **Roles of the Parties**. When Processing California Personal Information in accordance with Customer's Instructions, the Parties acknowledge and agree that Customer is a "Business" and insightsoftware 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').

8.2. **Responsibilities**. The parties agree that insightsoftware 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 under the CCPA. insightsoftware shall provide commercially reasonable assistance to cooperate with the Customer's efforts to comply with applicable consumers' rights. insightsoftware shall, in accordance with the Agreement, not Sell or Share California Personal Information.

8.3. insightsoftware shall not retain, use, or disclose California Personal Information:

8.3.1. for any purpose other than for the Data Services specified in this Agreement or as otherwise expressly permitted by the CCPA;

8.3.2. for any commercial purpose other than the Services or as otherwise expressly permitted by the CCPA;

8.3.3. outside of the direct business relationship between insightsoftware and the Customer, unless expressly permitted by the CCPA.

8.4. insightsoftware shall not combine or update the California Personal Information that it collected under the Agreement and this DPA with Personal Data that it received from another source or collected from its own interaction with the Data Subject, unless expressly permitted under the CCPA.

8.5. insightsoftware shall promptly notify the Customer after it makes a determination that it can no longer meet its obligations under the CCPA and this DPA.

9. General

9.1. **Limitation of Liability**. For the avoidance of doubt, any claim or remedies the Customer may have against insightsoftware, any of its Affiliates and their respective employees, agents and Subprocessors arising under or in connection with this DPA, including:

9.1.1. for breach of this DPA;

9.1.2. as a result of fines (administrative, regulatory, or otherwise) imposed upon Customer; and

9.1.3. under EU Data Protection Law and/or UK Data Protection Law, 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. Customer further agrees that any regulatory penalties incurred by insightsoftware in relation to the Customer Data that arise as a result of, or in connection with, Customer's failure to comply with its obligations under this DPA or any applicable Data Protection Laws shall count toward and reduce insightsoftware's liability under the Agreement as if it were liability to the Customer under the Agreement.

9.2. Notwithstanding the foregoing, nothing in this DPA is intended to limit a Data Subject's rights undeto r applicable Data Protection Laws.

9.3. **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.

9.4. **Compliance**. To the extent reasonably necessary to comply with changes to applicable Data Protection Laws or in response to guidance or mandates issued by any court, regulatory body, or supervisory authority with jurisdiction over insightsoftware, insightsoftware may propose modifications, amendments, or supplements to the terms of this DPA. Such modifications shall become effective upon written notice to Customer unless Customer objects in writing within thirty (30) days. insightsoftware will provide prior written notice of any such changes to Customer by posting a notice on insightsoftware's website.

9.5. **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.

9.6. **Permitted Disclosure**. Customer acknowledges that insightsoftware 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.

9.7. **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.

9.8. **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.

10. Data Protection Officer and EU/UK Representative

10.1. As our Data Protection Officer (DPO) in the EU, UK, and the EEA, we designated the following representative:

Douglas Luippold, Esq. CIPP/US, CIPP/EU, CIPM, FIP, AIGP
Kingdom Street, Suite 1A, Paddington
Central, London, W2 6BD
United Kingdom
Email: privacy@insightsoftware.com

insightsoftware By: _____ Name: _____ Title: _____ Date: _____	Customer: [CUSTOMER] By: _____ Name: _____ Title: _____ Date: _____