ICIX North America, LLC
Data Processing Addendum

This Data Processing Addendum, including its exhibits and appendices, ("DPA") forms part of the Master Subscription Agreement or other written or electronic agreement between ICIX North America, LLC ("ICIX") and the applicable Customer or Responder ("Customer") governing Customer's use of the ICIX Service (the "Subscription Agreement").

By signing or otherwise agreeing to the Subscription Agreement, Customer enters into this DPA on behalf of itself and, to the extent required under applicable EU Data Protection Law, in the name and on behalf of its affiliates, if and to the extent ICIX processes Personal Data for which such affiliates qualify as the data controller. For the purposes of this DPA only, and except where indicated otherwise, the term "Customer" shall include Customer and affiliates. All capitalized terms not defined herein shall have the meaning set forth in the Subscription Agreement. In the course of providing the Services to Customer pursuant to the Subscription Agreement, ICIX may Process Personal Data on behalf of Customer and the parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

1.   Definitions.

"**Breach**" means a breach by ICIX of its security obligations in this DPA that results in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data stored in or otherwise processed by the Service.

"**Customer Data**" means all data, materials, or information submitted by or on behalf of Customer to the Service.

"**EU Data Protection Law**" means the General Data Protection Regulation 2016/679 ("GDPR").

"**Personal Data**" means any information relating to an identified natural person or a natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, in each case that is processed by ICIX under the Subscription Agreement as Customer Data (each such person a "**data subject**").

"**Process**" (whether or not capitalized) means any operation or set of operations performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"**Standard Contractual Clauses**" means the Standard Contractual Clauses for the Transfer of Personal Data to Processors Established in Third Countries approved by EC Commission Decision of 5 February 2010 or any successor clauses adopted in accordance with GDPR Article 28(8).

2.   Handling of Customer Data.

2.1   Nature and Purpose. Customer (the controller) appoints ICIX as a processor to process Personal Data for the purposes described in the Subscription Agreement, and otherwise with Customer's prior written consent (collectively the "Permitted Purpose"). Each party will comply with the obligations that apply to it under EU Data Protection Law. If ICIX becomes aware that processing for the Permitted Purpose infringes EU Data Protection Law, it will promptly inform Customer. Further information about the types of Personal Data and the categories of data subjects is included in Appendix 1 to Exhibit A.

2.2   Confidentiality of Processing. ICIX will treat Customer Data as Customer's Confidential Information (as that term is defined in the Subscription Agreement). ICIX will protect the Customer Data in accordance with the confidentiality obligations under the Subscription Agreement. Each person who is authorized to access Personal Data will be subject to appropriate confidentiality obligations to protect the Personal Data.

2.3   Cooperation and Data Subjects' Rights. Taking into account the nature of the processing, ICIX will provide reasonable and timely assistance to Customer (at Customer's expense) to enable Customer to respond to: (1) any request from a data subject to exercise any of its rights under EU Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and (2) 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. If any such request, correspondence, enquiry or complaint is made directly to ICIX, ICIX will promptly inform Customer providing full details of the same.

2.4   Customer Data Return and Disposal. (a) Subject to the data return obligations and restrictions set forth in the Subscription Agreement, within 30 days after a written request by Customer or the termination or expiration of the

Subscription Agreement, ICIX will: (1) if requested by Customer, provide Customer with a copy of any Customer Data in ICIX's possession that Customer does not already have access to via the Service; and (2) securely destroy all Customer Data in ICIX's possession in a manner that makes such Customer Data non-readable and non-retrievable. (b) Notwithstanding the foregoing, ICIX may retain copies of Customer Data: (1) to the extent ICIX has a separate legal right or obligation to retain some or all of the Customer Data; (2) stored inadvertently in the normal course of business (such as in email records) or that is incorporated into records of ICIX's business operations (such as accounting records), and (3) in backup systems until the backups have been overwritten or expunged in accordance with ICIX's backup policy.

2.5   International Transfers. ICIX will not transfer Personal Data outside the European Economic Area ("EEA") unless it takes such measures as are necessary to provide adequate protection for such Personal Data consistent with the requirements of EU Data Protection Law. To the extent ICIX processes (or causes to be processed) any Personal Data originating from the EEA in a country that has not been designated by the European Commission as providing an adequate level of protection for Personal Data, the Personal Data shall be deemed to have adequate protection (within the meaning of EU Data Protection Legislation) by virtue of the Standard Contractual Clauses included on Exhibit A, whereby Customer will be regarded as the Data Exporter and ICIX will be regarded as the Data Importer.

2.6   Subprocessing. Customer consents to ICIX engaging ICIX affiliates and third party sub-processors to process Personal Data for the Permitted Purpose provided that: (1) ICIX will notify Customer of any change in sub-processors at least ten days prior to any such change; and (2) ICIX will impose data protection terms on any sub-processor it appoints as required to protect Personal Data to the standard required by the GDPR. Customer may object to ICIX's appointment or replacement of a sub-processor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, ICIX will either not appoint or replace the sub-processor or, if this is not possible, Customer may suspend or terminate the Subscription Agreement. Customer will not receive a refund of any unused prepaid fees on such termination and if fees remain unpaid for a Subscription Term, Customer will immediately pay the remaining balance due for the remainder of the Subscription Term.

2.7   Data Protection Impact Assessment. ICIX will provide reasonable cooperation to Customer (at Customer's expense) in connection with any data protection impact assessment that Customer may be required to perform under EU Data Protection Law.

3.   **ICIX Security Measures.**

3.1   Audit. On Customer's request and subject to the confidentiality obligations set forth in the Subscription Agreement or an appropriate nondisclosure agreement, ICIX will make available to Customer a summary of its most recent SOC 2 audit report. Not more than once per year, ICIX will also respond to a Customer security questionnaire and meet by teleconference or in person (at Customer's expense) to address follow up questions and to audit and review the security information provided by ICIX.

3.2   Security. Taking into account 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, ICIX shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate: (1) the pseudonymization and encryption of Personal Data; (2) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (3) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and (4) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

4.   **Customer Security Measures.**

4.1   Security. Taking into account 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, Customer shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate: (1) the pseudonymization and encryption of Personal Data; (2) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (3) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and (4) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

4.2   Customer Responsibilities. Customer is responsible for the security of its Personal Data to the extent affected by the environments and databases not owned, operated, or controlled by ICIX ("Excluded Environments"), and security relating its configuration of the Service. Notwithstanding any other provision of this DPA, the Subscription Agreement or any other agreement related to the Service, ICIX will have no obligations or liability as to any breach or loss resulting from: (1) failures in Excluded Environments, or (2) Customer's security configuration or administration of the Service.

4.3 <u>Appropriate Permissions</u>. Customer is solely responsible for provisioning Users on the Service, including: (1) methods of authenticating Users (such as industry-standard secure username/password policies, two-factor authentication or SAML-supported SSO iDP); (2) restricting access by User or group; (3) deauthorizing personnel who no longer need access to the Service; (4) setting up any API usage in a secure way; and (5) regularly auditing any public access links Users create and restricting the permission to create public links, as necessary.

5. Data Breach Notification and Resolution.

5.1 <u>Breach Notice</u>. If it becomes aware of a confirmed Breach, ICIX shall inform Customer via email without undue delay. ICIX shall further take any such reasonably necessary measures and actions to remedy the cause of the Breach and will keep Customer informed of all material developments in connection with the Breach.

5.2 <u>Cooperation</u>. Taking into account the nature of the processing and the information available to ICIX, ICIX will provide reasonable information and cooperation to Customer so that Customer can fulfill any data breach reporting obligations it may have under (and in accordance with the timescales required by) applicable law.

6. Miscellaneous.

6.1 <u>Construction; Interpretation</u>. This DPA is not a standalone agreement and is only effective to the extent a Subscription Agreement is in effect between ICIX and Customer. This DPA is part of the Subscription Agreement and is governed by its terms and conditions (including limitations of liability set forth therein). This DPA and the Subscription Agreement are the complete and exclusive statement of the mutual understanding of the parties and supersede and cancel all previous written and oral agreements and communications relating to the subject matter hereof. Headings contained in this DPA are for convenience of reference only and do not form part of this DPA.

Exhibit A

Commission Decision C(2010)593
Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organization: **Customer, as that is defined in the DPA**

(the **data exporter**)

And

Name of the data importing organization: **ICIX North America, LLC**

Address: 400 Concar Dr, San Mateo, CA 94402

(the **data importer**)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

(a)   *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject'* and *'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b)   '*the data exporter*' means the controller who transfers the personal data;

(c)   *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d)   *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e)   '*the applicable data protection law*' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f)   *'technical and organizational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1.   The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organizational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data

exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b)   that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c)   that it has implemented the technical and organizational security measures specified in Appendix 2 before processing the personal data transferred;

(d)   that it will promptly notify the data exporter about:

   (i)   any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

   (ii)   any accidental or unauthorized access, and

   (iii)   any request received directly from the data subjects without responding to that request, unless it has been otherwise authorized to do so;

(e)   to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f)   at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g)   to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h)   that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i)   that the processing services by the subprocessor will be carried out in accordance with Clause 11;

(j)   to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1.   The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2.   If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

   The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3.   If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to

exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1.   The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

   (a)   to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

   (b)   to refer the dispute to the courts in the Member State in which the data exporter is established.

2.   The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1.   The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2.   The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3.   The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1.   The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2.   The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter: Customer, as that is defined in the DPA

On behalf of the data importer: ICIX North America, LLC

Address: 400 Concar Dr, San Mateo, CA 94402