CloudBolt
Data Processing Addendum

This Data Processing Addendum ("Addendum") supplements the Master Software, SaaS and Services Agreement, the End User License Agreement and/or the Managed Service Provider License Agreement, each found at https://www.cloudbolt.io/legal/ , as updated from time to time, or other written or electronic agreement between Customer and CloudBolt governing Customers' use of Service (the "Agreement") between CloudBolt Software, Inc. and its affiliates ("CloudBolt") and the entity you represent ("Customer"). This Addendum applies when CloudBolt Processes Customer Personal Data while providing the Service (as defined below) to Customer. Terms not otherwise defined herein shall have the meaning given to them in the Agreement. Except as modified below, the terms of the Agreement shall remain in full force and effect.

1. Definitions

1.1 In this Addendum, the following terms shall have the meanings set out below and similar terms shall be construed accordingly:

1.1.1 "Applicable Laws" means (a) European Union or Member State laws with respect to any Customer Personal Data where Customer is subject to EU Data Protection Laws; and (b) any other applicable law with respect to any Customer Personal Data where Customer is subject to any other Data Protection Laws;

1.1.2 "Customer Personal Data" means any Personal Data Processed by CloudBolt or CloudBolt's sub-processors on behalf of Customer pursuant to or in connection with the Agreement;

1.1.3 "Data Protection Laws" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

1.1.4 "EEA" means the European Economic Area;

1.1.5 "EU Data Protection Laws" means the GDPR and laws implementing or supplementing the GDPR;

1.1.6 "GDPR" means EU General Data Protection Regulation 2016/679;

1.1.7 "Restricted Transfer" means:

1.1.7.1 a transfer of Customer Personal Data from Customer to CloudBolt; or

1.1.7.2 an onward transfer of Customer Personal Data from CloudBolt to a Subprocessor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws) in the absence of a recognized compliance standard for the lawful transfer of Customer Personal Data as defined in such relevant Data Protection Laws;

1.1.8 "Services" means the services and other activities to be supplied to or carried out by or on behalf of CloudBolt for Customer pursuant to the Agreement;

1.1.9 "Subprocessor" means any person (including any third party and any CloudBolt affiliate, but excluding an employee of CloudBolt or any of its sub-contractors) appointed by or on behalf of CloudBolt to Process Customer Personal Data on behalf of Customer in connection with the Agreement; and

1.1.10 The terms, "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Process**," "**Processing**," and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and similar terms shall be construed accordingly.

2. Processing of Customer Personal Data

2.1 CloudBolt shall not Process Customer Personal Data other than on Customer's documented instructions unless Processing is required by Applicable Laws to which CloudBolt is subject, in which case CloudBolt shall to the extent permitted by Applicable Laws inform Customer of that legal requirement before the relevant Processing of that Customer Personal Data. CloudBolt will immediately inform Customer if, in CloudBolt's opinion, Customer's instructions infringe any Applicable Laws.

2.2 Customer instructs CloudBolt (and authorizes CloudBolt to instruct each Subprocessor) to: Process Customer Personal Data, and in particular, transfer Customer Personal Data to any country or territory as reasonably necessary for the provision of the Services and consistent with the Agreement, and warrants and represents that it is and will at all relevant times remain duly and effectively authorized to give the instruction set out in this section 2.2 on behalf of each relevant Customer Affiliate or Controller or Data Subject from whom Customer acquired Customer Personal Data.

2.3 Details of the Processing:

2.3.1 Subject Matter: The subject matter of Processing of Customer Personal Data is the performance of the Services pursuant to the Agreement.

2.3.2 Duration of Processing: Subject to Section 9 of this Addendum, CloudBolt will Process Customer Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

2.3.3 Nature and Purpose: The nature and purpose of the Processing is to allow CloudBolt to perform the Services pursuant to the Agreement, as further specified in the Documentation, and as instructed by Customer while it uses the Services.

2.3.4 Categories of Data Subjects: Customer employees, Customer subcontractors authorized by Customer to use the Services, and any Customer end user authorized by Customer to use the Services

2.3.5 Types of Customer Personal Data: First and last name, contact information (company, email, phone, business address), billing information, job title and/or department, and geolocation data (country and/or IP address).

3. CloudBolt Personnel

CloudBolt shall take reasonable steps to ensure the reliability of any employee, agent, or contractor of CloudBolt who may have access to the Customer Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know and/or access the relevant Customer Personal Data, as strictly necessary for the purposes of the Agreement, and to comply with Applicable Laws in the context of that individual's duties, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security

4.1 Considering 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, CloudBolt shall in relation to the Customer Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk. With respect to the Customer Personal Data Processed on behalf of Customer under the Agreement, CloudBolt has implemented, and will maintain, a written information security program that includes appropriate physical, technical and organizational measures designed to protect such Customer Personal Data against unauthorized access, use, disclosure, alteration or

destruction, a summary of which is set out in Exhibit A hereto. The parties may amend Appendix 2 from time to time in accordance with any changes in Applicable Laws.

4.2 In assessing the appropriate level of security, CloudBolt shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

5. Subprocessing

5.1 Customer authorizes CloudBolt to appoint (and permit each Subprocessor appointed in accordance with this section 5 to appoint) Subprocessors in accordance with this section 5 and any restrictions in the Agreement.

5.2 CloudBolt may continue to use those Subprocessors already engaged by CloudBolt as at the date of this Addendum, subject to CloudBolt in each case as soon as practicable meeting the obligations set out in section 5.4.

5.3 CloudBolt shall give Customer prior written notice of the appointment of any new Subprocessor, including full details of the Processing to be undertaken by the Subprocessor. If, within 10 days of receipt of that notice, Customer notifies CloudBolt in writing of any objections (on reasonable grounds) to the proposed appointment:

> **5.3.1** CloudBolt shall work with Customer in good faith to make available a commercially reasonable change in the provision of the Services which avoids the use of that proposed Subprocessor; and
>
> **5.3.2** where such a change cannot be made within 90 days from CloudBolt's receipt of Customer's notice, notwithstanding anything in the Agreement, Customer may by written notice to CloudBolt with immediate effect terminate the Agreement to the extent that it relates to the Services which require the use of the proposed Subprocessor.

5.4 With respect to each Subprocessor, CloudBolt shall:

> **5.4.1** before the Subprocessor first Processes Customer Personal Data (or, where relevant, in accordance with section 5.2), carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for Customer Personal Data required by the Agreement;
>
> **5.4.2** ensure that the arrangement between CloudBolt and Subprocessor is governed by a written contract including terms which offer at least the same level of protection for Customer Personal Data as those set out in this Addendum;
>
> **5.4.3** if that arrangement involves a Restricted Transfer, ensure that (i) the Standard Contractual Clauses are at all relevant times incorporated into the agreement between CloudBolt and Subprocessor or (ii) another recognized compliance standard for the lawful transfer of Customer Personal Data as defined in the applicable Data Protection Laws is in place; and
>
> **5.4.4** provide to Customer for review such copies of its agreements with Subprocessors (which may be redacted to remove confidential commercial information not relevant to the requirements of this Addendum) as Customer may request from time to time.

5.5 CloudBolt shall ensure that each Subprocessor performs the obligations under sections 2.1, 3, 4, 6.1, 7.2, 8, and 10, as they apply to Processing of Customer Personal Data carried out by that Subprocessor, as if it were party to this Addendum in place of CloudBolt.

6. Data Subject Rights

6.1 Taking into account the nature of the Processing, CloudBolt shall assist Customer and, where applicable, the relevant End User by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's or the relevant End

User's obligations, as reasonably understood by Customer or the relevant End User, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

6.2 CloudBolt shall:

6.2.1 promptly notify Customer if CloudBolt or any Subprocessor receives a request from a Data Subject under any Data Protection Law in respect of Customer Personal Data; and

6.2.2 ensure that it and its Subprocessor(s) do not respond to that request except on the documented instructions of Customer or as required by Applicable Laws to which the CloudBolt or its Subprocessor(s) is subject, in which case CloudBolt shall to the extent permitted by Applicable Laws inform Customer of that legal requirement before CloudBolt or its Subprocessor responds to the request.

7. Personal Data Breach

7.1 CloudBolt shall notify Customer without undue delay upon CloudBolt or any Subprocessor becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information to allow Customer and, where applicable, the relevant End User, to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

7.2 CloudBolt shall co-operate with Customer and, where applicable, the relevant End User, and take such reasonable commercial steps as are directed by Customer to assist in the investigation, mitigation, and remediation of each such Personal Data Breach.

8. Data Protection Impact Assessment and Prior Consultation

Where Customer or, where applicable, the relevant End User, reasonably determines that CloudBolt's Processing of Customer Personal Data, taking into account the nature, scope, context, and purposes of CloudBolt's Processing, is likely to result in a high risk to the rights and freedoms of natural persons, then the Customer or relevant End User may request, and CloudBolt shall provide, upon reasonable notification to CloudBolt not less than 10 business days, reasonable assistance, during CloudBolt's regular business hours, to Customer or the relevant End User, with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, in each case solely in relation to Processing of Customer Personal Data.

9. Deletion or return of Customer Personal Data

9.1 Subject to sections 9.2 and 9.3 CloudBolt shall promptly upon the termination date of any Services involving the Processing of Customer Personal Data (the "Termination Date") return or delete, at the choice of the Customer, all copies of Customer Personal Data.

9.2 CloudBolt may retain Customer Personal Data to the extent required by Applicable Laws and for such period as required by Applicable Laws, or where such data is necessary to satisfy CloudBolt's legal and regulatory obligations, and always provided that CloudBolt shall ensure the confidentiality of all such Customer Personal Data and shall ensure that such Customer Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws or as required by legal and regulatory obligations requiring its storage and for no other purpose.

9.3 Upon Customer's request, CloudBolt shall provide written certification to Customer that it has fully complied with this section 9.

10. Audit rights

10.1 Customer acknowledges that CloudBolt uses independent third party auditors to verify the adequacy of its security measures and is regularly audited against SOC 2 Type II standards. Upon

Customer's written request, CloudBolt will provide a copy of the SOC 2 Type II Report to Customer to allow Customer to reasonably verify CloudBolt's compliance with its obligations under this Addendum. CloudBolt shall also respond to any written audit questions reasonably submitted to it by Customer from time to time. The report and any written audit questions shall be subject to the confidentiality provisions of the Agreement.

10.2 Customer agrees to exercise any right it may have to conduct an audit or inspection, including under the Standard Contractual Clauses if they apply, by requesting CloudBolt carry out the audit described in this Section 10. If Customer wishes to change this instruction regarding the audit, then Customer has the right to request a change to this instruction by sending CloudBolt written notice as provided for in the Agreement. If CloudBolt declines to follow any instruction requested by Customer regarding audits or inspections, Customer is entitled to terminate this Addendum, the Agreement, and any applicable Services orders or schedules. If the Standard Contractual Clauses apply, nothing in this Section varies or modifies the Standard Contractual Clauses nor affects any supervisory authority's or data subject's rights under the Standard Contractual Clauses.

10.3 CloudBolt shall cooperate, on request, with the Supervisory Authority in the performance of its tasks.

11. Restricted Transfers

In the event CloudBolt Processes any Customer Personal Data pursuant to a Restricted Transfer, the Parties agree that the provisions in the European Commission Standard Contractual Clauses for the Transfer of Customer Personal Data to Processors Established in Third Countries (EU 2021/914) the Standard Contractual Clauses shall apply and are incorporated herein by reference. Pursuant to the Standard Contractual Clauses, Customer shall be the "data exporter," and CloudBolt shall be a "data importer." The (i) Data Subjects in Appendix 1 to the Standard Contractual Clauses shall be Customer employees, Customer subcontractors authorized by Customer to use the Services, and any Customer end user authorized by Customer to use the Services; (ii) the Categories of Data shall be first and last name, contact information (company, email, phone, business address), billing information, job title and/or department, and geolocation data (country and/or IP address); (iii) the Special Categories of data shall be N/A, and (iv) the Processing operations shall be to allow CloudBolt to perform the Services pursuant to the Agreement, as further specified in the Documentation, and as instructed by Customer while it uses the Services. The data security measures in Appendix 2 to the Standard Contractual Clauses are those identified in Exhibit A of this Addendum.

12. General Terms

12.1 Without prejudice to clauses 7 (Mediation and Jurisdiction) and 9 (Governing Law) of the Standard Contractual Clauses:

>**12.1.1** the parties to this Addendum hereby submit to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this Addendum, including disputes regarding its existence, validity or termination or the consequences of its nullity; and

>**12.1.2** this Addendum and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Agreement.

12.2 Nothing in this Addendum reduces CloudBolt's obligations under the Agreement in relation to the protection of Customer Personal Data or permits CloudBolt to Process (or permit the Processing of) Customer Personal Data in a manner which is prohibited by the Agreement. In the

event of any conflict or inconsistency between this Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

12.3 Subject to section 12.2, with regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including the Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail.

12.4 The parties may promptly execute supplemental data processing agreement(s) or take other appropriate steps to address Restricted Transfers if they conclude that such steps are necessary to address applicable data protection or privacy laws concerning Customer Personal Data.

12.5 Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

Exhibit A

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached): CloudBolt's technical and organizational security measures are those measures described in CloudBolt's confidential SOC 2 Type II Report, which CloudBolt makes available to Customers upon request.