

Vision Critical

GDPR Data Protection Addendum

Effective May 25, 2018, this Data Protection Addendum (“DPA”) is incorporated by reference into the Data Protection Schedule (“DPS”) located at www.visioncritical.com/trust/legal/ and applies to the extent that:

- i. Vision Critical is processing the Personal Data of EU citizens while providing the Services to Subscriber; and
- ii. Vision Critical is considered Subscriber’s data processor pursuant to the General Data Protection Regulation 2016/679 (“GDPR”).

The terms of this DPA shall prevail in the event of any conflict between the terms hereof and the terms of the Agreement (defined below).

1 Definitions

Unless explicitly defined herein, capitalized terms used in this DPA shall have the same meaning as such defined terms in the GDPR and the DPS, as applicable. In the event of any conflict or ambiguity between the definitions of the DPA, DPS and GDPR, the GDPR definition shall prevail.

“Agreement” means the Master Subscription Agreement or similar definitive agreement between Vision Critical and Subscriber for Vision Critical’s provision of the Services to Subscriber together with any Schedules, Orders and amendments thereto in accordance with the terms thereof.

“Controller” means the entity which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

“EEA” means the European Economic Area.

“EU” means the European Union.

“Personal Data” means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one 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.

“Processor” means the entity which processes personal data on behalf of the Controller.

“SCC” means the standard contractual clauses for data transfers between EU and non-EU countries that have been adopted by the European Commission.

“Sub-processor” means a Processor engaged by the Processor to carry out specific data processing activities.

“Supervisory Authority” means an independent public authority which is established by a Member State pursuant to GDPR article 51.

2 Processing of Personal Data

2.1 Details of Processing

2.1.1 Subject matter of processing

The subject matter of the processing under this DPA is the Personal Data of EU citizens collected or otherwise provided by Subscriber while using the Services.

2.1.2 Duration of processing

The duration of processing of Personal Data is defined in the Agreement.

2.1.3 Nature and purpose of processing

The nature and purpose of processing are the provision of the Services as set forth in the Agreement, the DPS, and any relevant Order.

2.1.4 Type of personal data

The type of Personal Data processed by Vision Critical shall be solely determined by and the responsibility of Subscriber while using the Services.

2.1.5 Categories of data subjects

The data subjects are Subscriber's authorized users or any other individual whose personal data is collected by or introduced into the Services by Subscriber.

2.2 Conditions of Processing

Vision Critical shall process Personal Data in accordance with Subscriber's instructions as agreed in the Agreement, the DPS, this DPA, and any relevant Order. Vision Critical shall further process Personal Data in accordance with Subscriber's reasonable instructions issued from time to time in the event that such instructions are required by Subscriber to comply with GDPR. Subscriber understands and accepts that Vision Critical may charge its then prevailing rates to perform services or provide functionality required to carry out such instructions described in a data sheet or similar and set forth in an amendment to the Agreement, as applicable. For the avoidance of doubt, while Subscriber may be considered a data Controller or a data Processor with respect to the Personal Data, under this DPA Subscriber shall be considered a data Controller and Vision Critical shall be considered Subscriber's data Processor. Subscriber shall at all times comply with its obligations under GDPR which shall include ensuring that any and all instructions it issues to Vision Critical are compliant with GDPR and will not cause Vision Critical to act in violation of GDPR. If Vision Critical has reason to believe that an instruction issued to it violates GDPR (a "Noncompliant Instruction"), Vision Critical shall promptly notify Subscriber and shall have no obligation to comply with the Noncompliant Instruction.

2.3 Security of processing

Vision Critical shall protect Personal Data using commercially reasonable technical and organizational security measures as more clearly described in the DPS. Subscriber shall implement its own technical and organizational security measures, including but not limited to those set forth in the DPS to ensure that its use of the Services is appropriate to ensure the protection of Personal Data.

Where Subscriber wishes to carry out a data protection impact assessment and/or a prior consultation with a Supervisory Authority, Vision Critical shall comply in accordance with the relevant Audit terms of the DPS.

2.4 Personal Data breaches

In the event of a Security Breach involving Subscriber's Personal Data, Vision Critical shall promptly notify Subscriber and take necessary action in accordance with the Security Breaches section of the DPS.

2.5 Rights of the data subject

Vision Critical shall provide reasonable assistance to Subscriber where an individual has requested to enforce his or her rights under GDPR as follows:

- i. If Vision Critical receives such request directly, Vision Critical shall: (i) respond directly acknowledging receipt of the request; and (ii) forward the request to Subscriber without undue delay in order to permit Subscriber to respond to the request. Subscriber shall acknowledge receipt and confirm in writing to Vision Critical that Subscriber has responded to the request. In the event that Subscriber does not provide such confirmation within forty-eight (48) hours of notice from Vision Critical, Vision Critical will direct the data subject of the request to contact Subscriber directly.
- ii. Vision Critical will reasonably cooperate with Subscriber in Subscriber's performance of its obligations to data subjects as applicable, subject to Vision Critical's then-prevailing rates. For clarity, in most cases, Subscriber shall fulfill its obligations to data subjects directly by use of the Services in accordance with the terms of the Agreement, including the Documentation and documented instructions from Vision Critical.

2.6 Data transfers

Subscriber understands and accepts that Vision Critical may process Personal Data in jurisdictions outside of the EEA via Vision Critical's subsidiaries and Sub-processors as more clearly described in the DPS and/or the Agreement. Subscriber hereby grants its consent to the transfer of Personal Data outside of the EEA by Vision Critical or its Sub-processors, provided that:

- i. Vision Critical and the entity receiving the Personal Data have executed the SCC, and the SCC continue to be recognized by relevant EU authorities as a legitimate mechanism for the transfer of Personal Data;
- ii. The entity receiving the Personal Data is located in a jurisdiction which is subject to a valid adequacy finding by the EU Commission, which includes Privacy Shield or an applicable successor mechanism;
- iii. The entity receiving the Personal Data is subject to an alternate mechanism approved by relevant EU authorities such as Binding Corporate Rules; or
- iv. Subscriber has provided its written approval for such transfer.

2.7 Sub-processing

Sub-processors are central to the provision of Vision Critical's Services. Vision Critical shall maintain appropriate legal agreements with all Sub-processors to ensure compliance with the obligations laid out within this DPA and shall be responsible for its Sub-processors' compliance with the applicable terms of this DPA. Vision Critical shall maintain an up-to-date list of Suppliers and Sub-processors at <https://www.visioncritical.com/trust/legal/> (the "Subs Page"). Vision Critical shall update the Subs Page at least thirty (30) days prior to using a new Sub-processor to process Subscriber Personal Data (a "Proposed Sub-processor"). Should Subscriber have a material objection to the use of a Proposed Sub-

processor, Subscriber may object in writing to Vision Critical to the use of such Proposed Sub-processor within fifteen (15) days of the date on which the Subs Page is updated. No written objection within such time period shall be treated as Subscriber's deemed consent to Vision Critical's use of such Sub-processor. Subscriber may register to receive automated notifications of updates to the Subs Page. In the event Subscriber makes such a material objection, Vision Critical shall use its commercially reasonable efforts and work with Subscriber to find a reasonable resolution to Subscriber's objection. If the parties are unable to reach such resolution within thirty (30) days, and Vision Critical is unable to provide its Services as a result of Subscriber's objection, Subscriber shall have the right, exercisable no later than thirty (30) days after a failure to find a resolution, as Subscriber's sole remedy, to terminate the Agreement by notice to Vision Critical and recover a refund of any subscription fees previously paid to Vision Critical with respect to the then remaining portion of any pre-paid Subscription Term .

Vision Critical shall remain liable for the acts and omissions of its Sub-processors to the same extent as if the acts or omissions were performed by Vision Critical subject to the aggregate liability cap set forth in the Agreement.

2.8 Return and deletion

Upon termination of the Agreement, Vision Critical shall return and thereafter delete all Personal Data stored in the Services in accordance with the DPS unless applicable law requires storage of the Personal Data for a longer period.

2.9 Revisions

Vision Critical may modify the terms of this DPA from time to time as may be required to comply with applicable data protection laws. Any material changes will be posted on www.visioncritical.com/trust/legal.