

DATA PROCESSING ADDENDUM

PART I - GENERAL

1. INTRODUCTION

- 1.1. This Data Processing Addendum (“**DPA**”) forms part of the Terms of Service for the purchase of cloud services from Zadara (identified either as “**Services**” or otherwise in the applicable agreement, and hereinafter defined as “**Services**”) (the “**Agreement**”) and shall govern the Processing of Personal Data.
- 1.2. By accepting the Agreement, Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates, if and to the extent Zadara processes Personal Data for which such Authorized Affiliates qualify as the Controller (or Processor, as the context requires). For the purposes of this DPA only, and except where indicated otherwise, the term “Customer” shall include Customer and Authorized Affiliates.
- 1.3. In the course of providing the Services to Customer pursuant to the Agreement, Zadara 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.

2. HOW THIS DPA APPLIES

- 2.1. If the Customer entity entering into this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement. In such case, the Zadara entity that is party to the Agreement is party to this DPA. If Customer has purchased the Services through an authorized reseller, Customer should contact the authorized reseller to discuss whether any amendment to its agreement with the authorized reseller is required.
- 2.2. This DPA consists of two parts: the main body of the DPA, and Schedules 1, 2, 3, 4 and 5.
- 2.3. This DPA shall not replace any comparable or additional rights relating to Processing of Customer Data contained in the Agreement (subject to the precedence of the EU Standard Contractual Clauses and the relevant sections of the UK International Data Transfer Agreement).

PART II - DATA PROCESSING TERMS

1. DEFINITIONS

- a) “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control”, for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- b) “**Authorized Affiliate**” means any of Customer's Affiliate(s) which (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use the Services pursuant to the Agreement between Customer and Zadara but has not signed its own Order Form with Zadara and is not a “Customer” as defined under the Agreement.
- c) “**Zadara**” means Zadara Ltd., a limited liability company organized under the laws of the State of Israel, acting on its behalf and in the name of, and on behalf of each of its Affiliates.
- d) “**Controller**” means the entity which determines the purposes and means of the Processing of Personal Data.
- e) “**Customer Data**” means all Personal Data collected, generated or otherwise processed by Zadara as a Processor or Sub-processor in connection with the provision of the Services.

- f) **“End User”** means any Data Subject who is authorized by the Customer to use the Services.
- g) **“Data Protection Laws and Regulations”** means (i) laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Agreement, and (ii) the California Consumer Privacy Act of 2018 (“CCPA”), Cal. Civ. Code 1798.1001798.199, and any amendment, modification, or revision to the CCPA.
- a) **“Data Subject”** means the identified or identifiable person to whom Personal Data relates.
- b) **“EU GDPR”** means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- c) **“Personal Data”** means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations).
- d) **“Processing”** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic 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.
- e) **“Processor”** means the entity which Processes Personal Data on behalf of the Controller.
- f) **“Security Documentation”** means the Security Documentation applicable to the specific Services purchased by Customer, as updated from time to time, and accessible via Zadara’s webpage, or as otherwise made reasonably available by Zadara.
- g) **“EU Standard Contractual Clauses”** means the standard contractual clauses for the transfer of personal data to third countries, adopted by the European Commission under Implementing Decision (EU) 2021/914 of 4 June 2021, either in respect of transfers from (i) a controller to processor (module 2), attached as Schedule 2 to this DPA or (ii) a processor to a processor (module 3), attached as Schedule 3 to this DPA.
- h) **“Sub-processor”** means any entity engaged by another entity which is a Processor of Personal Data; to perform that Processor’s data processing obligations on that Processor’s behalf.
- i) **“Supervisory Authority”** means an independent public authority established by an EU Member State pursuant to the EU GDPR or the United Kingdom pursuant to the UK GDPR.
- j) **“UK International Data Transfer Addendum”** means the International Data Transfer Addendum to the EU Standard Contractual Clauses issued by the Information Commissioner under section 119A of the Data Protection Act 2018, set out at Schedule 4.
- k) **“UK GDPR”** means the United Kingdom General Data Protection Regulation as defined in section 3(10) (as supplemented by section 205(4)) of the UK Data Protection Act 2018.
- l) **“UK International Data Transfer Agreement”** means the International Data Transfer Agreement issued by the Information Commissioner under section 119A of the Data Protection Act 2018, set out at Schedule 5.

2. PROCESSING OF PERSONAL DATA

- 2.1 **Roles of the Parties.** The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller (or Processor), Zadara is the Processor (or Sub-processor) and that Zadara or its Affiliates will engage Sub-processors pursuant to the requirements set forth in Section 5 “Sub-processors” below.
- 2.2 **Customer’s Processing of Personal Data.** Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations Customer declares that Personal Data processed through the Services, was obtained and is provided to Zadara lawfully, in accordance with all requirements of Data Protection Laws and Regulations and that there is a documented

legal basis for the Processing of Customer Personal Data by Zadara. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the means by which Customer acquired Personal Data and for obtaining all consents from Data Subjects whose Personal Data is included in the Customer Data and providing all notices required to be provided to such Data Subjects; prior to the Processing by Zadara. Zadara shall inform the Customer if, in its opinion, any instruction regarding the demonstration of Zadara's compliance with the Agreement infringes upon any Data Protection Law.

2.3 Zadara's Processing of Personal Data. Subject to the Agreement with Customer, Zadara shall Process Personal Data in accordance with Customer's documented instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) enabling Processing by Customers and End Users in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement. To the extent that Zadara cannot comply with a change to Customer's instructions without incurring material additional costs, Zadara shall: (i) inform Customer, giving full details of the problem; and (ii) continue storing the Customer Data until revised instructions are received. Any changes in Customer's instructions that affect the pricing structure or commercial relationship between the parties must go through an appropriate change procedure and approved by Zadara. The Parties confirm that this DPA is Customer's complete and final instructions to Zadara in relation to processing of the Customer Data.

2.4 Details of the Processing. The subject-matter of Processing of Personal Data by Zadara is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 1 (Details of the Processing) to this DPA.

3. RIGHTS OF DATA SUBJECTS

3.1 Data Subject Request. Zadara shall, to the extent legally permitted, promptly notify Customer if Zadara receives a request from a Data Subject to exercise any Data Subjects' rights in accordance with the Data Protection Laws and Regulations ("**Data Subject Request**"). However, it is agreed that Zadara processes only the Personal Data that Customer has chosen to share with Zadara. Zadara has no direct or contractual relationship with Data Subjects. As a result, Customer is solely responsible for satisfying all legal obligations owed directly to the Data Subject under applicable Data Protection Laws and Regulations. To the extent Zadara has Customer Personal Data that is inaccessible to or unmodifiable by Customer, Zadara will assist the Customer in responding to Data Subject Requests.

3.2 It is the Customer's responsibility to ensure that Personal Data it collects can be legally collected in the country of origin. The Customer is also responsible for providing to the Data Subject any notices required by applicable law and for responding appropriately to the Data Subject's request to exercise his or her rights with respect to Personal Data. In addition, the Customer is responsible for ensuring that its use of the Services is consistent with any privacy policy the Customer has established and any notices it has provided to Data Subjects.

3.3 Zadara will cooperate with Customer in the event the Customer initiates a data protection impact assessment, taking into account the nature of processing and information available to Zadara.

4. ZADARA PERSONNEL

4.1 Confidentiality. Zadara shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, and have executed written confidentiality agreements. Zadara shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

- 4.2 **Limitation of Access.** Zadara shall ensure that Zadara's access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.

5. SUB-PROCESSORS

- 5.1 **Appointment of Sub-processors.** Customer acknowledges and agrees that Zadara may engage third-party Sub-processors in connection with the provision of the Services. Where a Sub-processor will process Customer Data which is subject to the EU GDPR or UK GDPR, Zadara will ensure that the Sub-processor is subject to contractual obligations regarding Personal Data essentially similar to those in this Agreement with respect to the protection of Customer Data.
- 5.2 **List of Current Sub-processors and Notification of New Sub-processors.** The List of Current Sub-processors can be found [here](#). Customer may find on Zadara's webpage a mechanism to subscribe to notifications of new Sub-processors, to which Customer shall subscribe, and if Customer subscribes, Zadara shall provide notification of any new Sub-processor(s) before authorizing any new Sub-processor(s) to Process Personal Data in connection with the provision of the Services.
- 5.3 **Objection Right for New Sub-processors.** Customer may object to Zadara's use of a new Sub-processor by notifying Zadara promptly in writing within ten (10) business days after receipt of Zadara's notice in accordance with the mechanism set out in Section 5.2. In the event Customer objects to a new Sub-processor, as permitted in the preceding sentence, Zadara will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Customer. If Zadara is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer's sole remedy is to terminate the applicable Order Form(s) with respect only to those Services which cannot be provided by Zadara without the use of the objected-to new Sub-processor by providing written notice to Zadara.
- 5.4 **Liability.** Zadara shall be liable for the acts and omissions of its Sub-processors to the same extent Zadara would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

6. SECURITY

- 6.1 **Controls for the Protection of Customer Data.** Zadara shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Customer Data), confidentiality and integrity of Customer Data, as set forth in the Security Documentation. Zadara regularly monitors compliance with these measures. Zadara reserves the right to modify the technical and organizational measures and/or the Security Documentation; without further notice to the Customer, provided that Zadara will not materially decrease the overall security of the Services during a subscription term. Customer is solely responsible for reviewing the information made available by Zadara relating to data security and making an independent determination as to whether the Services meet Customer's requirements, and for ensuring that Customer's personnel and consultants follow the guidelines they are provided regarding the Customer's data security responsibilities when using the Services.

7. AUDITS

7.1 Customer Audits:

- 7.1.1 The parties agree that the Customer that is the contracting party to the Agreement shall, when carrying out an on-site or remote audit of the procedures relevant to the protection of Personal Data (an "**Audit**"), take all reasonable measures to limit any impact on Zadara and its Sub-Processors.

7.1.2 The Audit shall be conducted subject to the following conditions: i) Audits shall not be more frequent than once per year; ii) the Audit shall be at the Customer's sole expense; iii) the Customer shall provide at least 30 days prior written notice of its intention to conduct an Audit and the time of the Audit shall be coordinated to both Parties convenience and at Zadara's regular working hours; iv) the Customer and any auditor appointed on Customer's behalf to perform the Audit (and which was approved by Zadara and is not a competitor of Zadara) shall: (a) sign a confidentiality undertaking which shall cover any information relating the Audit, including the Audit results; and (b) abide Zadara's security procedures at all times; and iv) Zadara shall be entitled to restrict access to its premises and systems and to redact information from documents; in order to protect proprietary and/or confidential information of Zadara and/or any third party which Zadara is obligated to protect and which is not related to the Services.

7.1.3 Solely the Customer entity which has signed an Agreement with Zadara shall be entitled to conduct an Audit and for avoidance of doubt, Authorized Affiliates shall not be entitled to conduct any Audit. Customer may share the Audit results with Authorized Affiliates provided that each Authorized Affiliate which shall receive the Audit report shall sign a confidentiality undertaking which covers any information relating the Audit, including the Audit results.

7.2 **Third-Party Certifications and Audits.** Zadara has obtained third-party certifications and audits as set forth in the "Third-Party Certifications and Audits" section available in Zadara's website at <https://www.zadara.com/platform/compliance/>. Upon Customer's written request at reasonable intervals but no more than once per year, and subject to the confidentiality obligations set forth in the Agreement or as requested by Zadara at the time of disclosure, Zadara shall make available to Customer that is not a competitor of Zadara (or Customer's independent, third-party auditor that is not a competitor of Zadara), a copy of Zadara's then most recent third-party audits or certifications, as applicable.

8. CUSTOMER DATA INCIDENT MANAGEMENT AND NOTIFICATION

Zadara maintains security incident management policies and procedures specified in the Security Documentation and, to the extent required under applicable Data Protection Laws and Regulations, shall notify Customer without undue delay after becoming aware of an actual unauthorized disclosure of or access to Customer Data, or compromise of Zadara's systems that Zadara determines is reasonably likely to result in such disclosure or access, caused by failure of Zadara's security measures but excluding any unauthorized disclosure or access that is caused by Customer or its End Users, including Customer or its End Users' failure to adequately secure equipment or accounts (a "**Customer Data Incident**"). Zadara shall make reasonable efforts to identify the cause of such Customer Data Incident and take those steps as Zadara deems necessary and reasonable in order to remediate the cause of such a Customer Data Incident to the extent the remediation is within Zadara's reasonable control. Zadara may limit the scope of, or refrain from delivering, any disclosures to the extent reasonably necessary to avoid compromising the integrity of Zadara's security, an ongoing investigation, or any Customer's or End User's data. Zadara will cooperate with Customers in the event of a Personal Data breach, taking into account the nature of processing and information available to Zadara.

9. RETURN AND DELETION OF CUSTOMER DATA

Subject to the Agreement, Zadara shall, to the extent allowed by applicable law, delete Customer Data in accordance with the procedures and timeframes specified in applicable Data Protection Laws and Regulations.

10. AUTHORIZED AFFILIATES

10.1 **Contractual Relationship.** The parties acknowledge and agree that, by executing the Agreement, the Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between Zadara and each such Authorized Affiliate subject to the provisions of the Agreement and this Section 10 and Section 11. Each Authorized

Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the avoidance of doubt, an Authorized Affiliate is not and does not become a party to the Agreement, and is only a party to the DPA. All access to and use of the Services and Content by Authorized Affiliates must comply with the terms and conditions of the Agreement and any violation of the terms and conditions of the Agreement by an Authorized Affiliate shall be deemed a violation by Customer.

- 10.2 Communication.** The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with Zadara under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.
- 10.3 Rights of Authorized Affiliates.** Where an Authorized Affiliate becomes a party to this DPA with Zadara, it shall, to the extent required under applicable Data Protection Laws and Regulations, be entitled to exercise the rights and seek remedies under this DPA, subject to the following:
- 10.3.1** Except where applicable Data Protection Laws and Regulations require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against Zadara directly by itself, the parties agree that: (i) solely the Customer that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and (ii) the Customer that is the contracting party to the Agreement shall exercise any such rights under this DPA not separately for each Authorized Affiliate individually but in a combined manner for all of its Authorized Affiliates together (as set forth, for example, in Section 7.1 above).

11. LIMITATION OF LIABILITY

Notwithstanding any provisions to the contrary included in this DPA and the Standard Contractual Clauses, each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Authorized Affiliates and Zadara, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together.

For the avoidance of doubt, Zadara's and its Affiliates' total liability for all claims from the Customer and all of its Authorized Affiliates arising out of or related to the Agreement and each DPA shall apply in the aggregate for all claims under both the Agreement and all DPAs established under this Agreement, including by Customer and all Authorized Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Authorized Affiliate that is a contractual party to any such DPA.

Also for the avoidance of doubt, each reference to the DPA in this DPA means this DPA including its Schedules and Appendices (if any).

12. DATA TRANSFER

- 12.1** Customer may specify the Zadara region where Customer Data will be Processed within the Zadara datacenters. Once Customer has made its choice, Zadara will not transfer Customer Data from Customer's selected region, except as necessary to comply with the law or a valid and binding order of a law enforcement agency.
- 12.2** Customer acknowledges that (subject to Clause 12.1) Zadara may process Customer Data in countries outside of the UK and the European Economic Area, in the course of providing the Services. This agreement incorporates:
- (a) the EU Standard Contractual Clauses (module 2 and module 3, to be adopted depending upon the roles of the parties);
 - (b) the UK International Data Transfer Addendum, and/ or
 - (c) the UK International Data Transfer Agreement,

in order to provide appropriate safeguards for such transfers from Customer to Zadara for the purposes of the EU GDPR and the UK GDPR.

- 12.3 Zadara shall only transfer Customer Data to a Sub-processor located outside of the United Kingdom or European Economic Area (as applicable, and without prejudice to Section 5), subject to one of the following legal mechanisms:
- (a) the requirement for Zadara to execute or procure that the Sub-processor executes, the relevant EU Standard Contractual Clauses, UK International Data Transfer Addendum and/ or UK International Data Transfer Agreement (as the context requires) as set out in Schedules 2, 3, 4 and 5, with the recipient; or
 - (b) any other specifically approved safeguard for Personal Data transfers as recognized under the Data Protection Laws and Regulations.
- 12.4 The following terms shall apply to the EU Standard Contractual Clauses set out in Schedules 2 and 3, and the UK International Data Transfer Agreement set out at Schedule 5, respectively:
- (a) The Customer may exercise its right of audit under Section 8.10 of the EU Standard Contractual Clauses and Part 4, Section 12.1.5 of the UK International Data Transfer Agreement as set out in, and subject to the requirements of Section 7.27.1 of this DPA; and
 - (b) Zadara may appoint Sub-processors as set out, and subject to the requirements of, Section 5 of this DPA.
 - (c) The governing law and jurisdiction under the EU Standard Contractual Clauses shall be those of the country of the data exporter in the EU.

13. LEGAL EFFECT

This DPA shall only become legally binding between Customer and Zadara when the Agreement becomes legally binding between the Parties.

List of Schedules

- [**SCHEDULE 1: DETAILS OF THE PROCESSING**](#)
- [**SCHEDULE 2: EU STANDARD CONTRACTUAL CLAUSES FOR THE TRANSFER OF PERSONAL DATA FROM A CONTROLLER TO A PROCESSOR \(MODULE 2\)**](#)
- [**SCHEDULE 3: EU STANDARD CONTRACTUAL CLAUSES FOR THE TRANSFER OF PERSONAL DATA FROM A PROCESSOR TO A PROCESSOR \(MODULE 3\)**](#)
- [**SCHEDULE 4: THE UK INTERNATIONAL DATA TRANSFER ADDENDUM**](#)
- [**SCHEDULE 5: THE UK INTERNATIONAL DATA TRANSFER AGREEMENT**](#)