
CLOUD DATA PROCESSING ADDENDUM

This Cloud Data Processing Addendum (“**DPA**”) supplements the Agreement by and between Customer and Nextthink for the sole purpose of reflecting the Parties’ agreement with regard to the processing of personal data by Nextthink and the requirements of relevant privacy and data protection laws.

WHEREAS the Parties (or their respective Affiliates) have entered into a Master Services Agreement or similar agreement (the “**Agreement**”), for the provision of the Nextthink Cloud Services (the “**Services**”);

WHEREAS in connection with such services, Nextthink and its Affiliates will Process certain Personal Data on behalf of Customer;

THEREFORE, the Parties agree to enter into the terms of this DPA, in furtherance of, and without relieving, removing or replacing, a Party’s obligations or rights under the Data Protection Laws.

1. Definitions.

“**CCPA**” means the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq.;

“**Data Protection Laws**” means the relevant data protection and data privacy laws, rules and regulations to which Nextthink’s Processing of Personal Data within the Services (for Customer) is subject, specifically Swiss Data Protection Act (2020), the GDPR and the CCPA;

“**GDPR**” means the EU General Data Protection Regulation 2016/679, including as incorporated into UK law;

“**Nextthink Data Processing Schedule**” means the schedule of processing found at the Nextthink Site as may be amended from time to time and the most current version of which is annexed hereto;

“**Nextthink Site**” means Nextthink’s public site and/ or Trust Center and/or community site;

“**Standard Contractual Clauses**” means standard contractual clauses for international transfer approved by the European Commission.

The following terms shall have the meaning as set forth in the GDPR, and cognate terms shall be constructed accordingly: “**Data Controller**”, “**Data Subject**”, “**Personal Data**”, “**Personal Data Breach**”, “**Processor**”, “**Process**”, and “**Supervisory Authority**”. Capitalized Terms, not defined herein, shall have the meanings ascribed thereto in the Agreement.

2. Relationship between the Parties and Nature of Processing.

(i) Where Nextthink, including its Affiliates, Processes any Personal Data on the Customer’s behalf when performing its obligations under the Agreement, the Customer is the Controller and Nextthink is the Processor for the purposes of the Data Protection Laws.

(ii) The Nextthink Data Processing Schedule sets forth the agreed subject matter of the Processing, the nature and purpose of Processing, the duration of the processing, the types of Personal Data and categories of data subject and any direct sub-processors, memorializing the instructions required by Section 4.

(iii) Without prejudice to the generality of this Section 2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable the lawful and permitted Processing of the Personal Data by Nextthink, for the duration and purposes of the Agreement so that Nextthink may lawfully and with sufficient permission Process the Personal Data in accordance with the Agreement on the Customer’s behalf.

3. Security.

(i) Each Party shall ensure that it has in place appropriate technical and organizational measures, to protect against a Personal Data Breach, appropriate to the harm that might result from such Personal Data Breach, having regard to the state of technological development and the cost of implementing any measures.

(ii) Without limiting the foregoing, the Parties may agree specific technical and organizational measures in an Information Security Addendum (“**ISA**”), which shall form part of the Agreement or which shall be made available at the Nextthink Site, as may be applicable to Customer. Nextthink applies its technical and

organizational measures to Nextthink's entire customer base receiving the same Services. Nextthink may change the measures at any time without notice so long as it maintains a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data.

4. Instructions.

Nextthink will Process the Personal Data only in accordance with documented instructions from Customer. The Agreement (including this DPA) constitutes such documented initial instructions, and Customer may provide further instructions during the performance of the Services. Nextthink will use reasonable efforts to follow any other Customer instructions, as long as they are required by Data Protection Laws, technically feasible and do not require changes to the performance of the Services. If any of the aforementioned exceptions apply, or Nextthink otherwise cannot comply with an instruction or is of the opinion that an instruction infringes Data Protection Laws, Nextthink will promptly notify Customer. Where Nextthink is relying on Data Protection Laws as the basis for Processing the Personal Data, Nextthink shall promptly notify the Customer of this before performing the Processing required by the Data Protection Laws unless those applicable laws prohibit Nextthink from so notifying the Customer.

5. Personnel.

To Process the Personal Data, Nextthink and its sub-processors shall only grant access to authorized personnel who have committed themselves to confidentiality.

6. Cooperation.

Nextthink shall provide reasonable assistance to the Customer in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to data protection impact assessments and consultations with Supervisory Authorities or regulators.

7. Personal Data Breach Notification.

(i) Without limiting the requirements of an effective ISA, at a minimum, Nextthink shall notify the Customer in accordance with Data Protection Laws, and in any case without undue delay, on becoming aware of a Personal Data Breach affecting Customer's Personal Data. Such notification shall not be interpreted or construed as an admission of fault or liability by Nextthink.

(ii) Nextthink shall cooperate with the Customer as necessary to mitigate or remediate the Personal Data Breach.

(iii) Nextthink shall cooperate with the Customer and take such commercially reasonable steps as are directed by the Customer to assist in the investigation, mitigation, and remediation of any such Personal Data Breach under the applicable Data Protection Laws. To the extent that Customer has additional rights or obligations under the Agreement or an effective ISA, consistent with Data Protection Laws, then terms of these shall not limit the scope or effectiveness of such corollary provisions.

8. Data Deletion.

On the written instructions of the Customer, and insofar as is reasonable (or then maintained by Nextthink), Nextthink shall either return Personal Data and copies thereof to the Customer upon termination of the Agreement or delete such data, except for Personal Data that Nextthink is required to store pursuant to applicable law and/or automated routine back-ups of customer data that may include Personal Data; such back-ups may be retained in accordance with the retention policy of Nextthink, provided that Personal Data therein remains subject to the obligations contained in this DPA.

9. Audits.

Nextthink shall maintain complete and accurate records and information to demonstrate its compliance with this DPA. Without limiting the requirements of an effective ISA, at a minimum, Nextthink shall regularly assess, at least once a year, the conformity and adequacy of its technical and organizational security measures and be in a position to demonstrate their actual implementation and effectiveness, as well as its compliance with its own security policies, by submitting its IT system to regular tests and audits performed by independent auditors. Subject to the terms of the Agreement, during the term of the Agreement and upon Customer's reasonable prior

written request, no more than once annually, Nexthink shall provide Customer with those non-confidential portions of any audit reports prepared by, and authorized for disclosure by, Nexthink's independent auditors.

10. Sub-processors.

(i) To the extent applicable to the Services used by Customer, the Customer consents to Nexthink's appointment of the sub-processors listed in the Nexthink Data Processing Schedule to Process the Personal Data under this DPA and the Agreement. The Customer confirms it has given Nexthink prior written general authorization to amend the Nexthink Data Processing Schedule in accordance herewith.

(ii) Nexthink confirms that it has entered into, or will enter into as the case may be, written agreements with its sub-processors that are substantially similar to the terms set out in this DPA. As between the Customer and Nexthink, Nexthink shall remain fully liable for all acts or omissions of any third-party sub-processor appointed by it pursuant to this DPA.

(iii) Where Nexthink amends the Nexthink Data Processing Schedule, it will be published at the Nexthink Site with thirty (30) days prior notice of the appointment of any new sub-processor. In the event the Customer raises an objection based on reasonable grounds relating to data protection to such new sub-processor, Nexthink will use reasonable efforts to make available to the Customer a change in the Services or recommend a commercially reasonable change to the 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 Nexthink is unable to make available such change within a reasonable period of time, which shall not exceed sixty (60) days, the Customer may terminate the applicable order form(s) with respect only to those Services which cannot be provided by without the use of the objected-to new sub-processor by providing written notice to Nexthink.

11. International Data Transfers.

(i) Where required by Data Protection Laws, Nexthink agrees to enter into Standard Contractual Clauses or any equivalent agreement with Customer or other relevant entity or to provide other appropriate safeguards in order to legalize the transfer of Personal Data to a third country.

(ii) Where Nexthink engages a sub-processor in accordance with Section 10 or its Affiliates, and such engagement involves an international transfer of Personal Data, Nexthink shall take such measures as are necessary to ensure the transfer is in compliance with Data Protection Laws.

12. California Consumer Privacy Act.

To the extent that Customer Data comprises Personal Data, it is hereby acknowledged that Nexthink is acting as a "Service Provider" (pursuant to CCPA) on behalf of Customer. Nexthink shall: (i) process the Customer Data that is Personal Data only on Customer's instructions (including in accordance with the Agreement and this DPA) the Data Protection Law and/or such other Applicable Laws binding on Nexthink; (ii) take appropriate technical, organizational and security measures against unauthorized access to or unauthorized alteration, disclosure, destruction or loss of such Personal Data, (iii) take reasonable steps to ensure that employees and/or subcontractors used by Nexthink to provide the Services are aware of and are suitably instructed in such technical, organizational and security measures, (iv) unless prevented by applicable law, promptly refer to Customer any requests, notices or other communication from data subjects or a data protection authority, and (v) not "sell" any Personal Data, as that term, and its cognates, are defined under the CCPA.

ANNEX: NEXTHINK DATA PROCESSING SCHEDULE

PROCESSING BY NEXTHINK (incl. Affiliates)

Subject matter of the processing:	Provision of the products and services relating to real-time analytics, instant remediation, automation, and employee feedback of customer IT systems.
Duration of the processing:	As set forth in the Agreement or order form(s), as applicable.
Nature/purpose of the processing:	Operation, support, and delivery of Nextthink products and services as described in the Agreement.
Types of Personal Data Processed according to Customer use of Services (at Customer direction):	<p>For Customers with optional settings set to include Personal Data collection by the Collector (software agent):</p> <p>Identifiers, job title, login data, user privileges, login time, login duration, first name, last name, professional phone number, professional email, IP addresses, domain names.</p> <p>For Customers that elect optional Application Experience functionality:</p> <p>Page load times, URLs accessed, number of visits to URLs, keyboard/mouse interaction within Customer defined web applications (excluding what is actually typed), duration of user actions (such actions defined by the Customer).</p> <p>For Customers that request or provide data within support ticket(s):</p> <p>Contents of requests in support tickets might also contain Personal Data from those types included within the Services.</p> <p>Responses to ticket requests may involve collection or reporting of Personal Data from those types included within the Services, necessary to remediate issue notified by Customer</p>
Categories of Data Subjects:	<p>Employees and other end users of the Customer.</p> <p>References to “employees of the data controller” in attached schedules are deemed to include all end-users to which Customer makes the Services available, regardless of their employment status or relationship with the Customer.</p>
Processing operations	Personal data will be subject to the following basic processing operations as applicable to the products and services provided under the Agreement and the instructions of the customer: collecting, recording, organizing, structuring, storing, altering, retrieving, using, disclosing, combining, erasing and destroying personal data.

HOSTING PROVIDERS

**SCOPE MANAGED BY CUSTOMER
LOCATION MANAGED BY CUSTOMER**

Company	Address	Nature of Processing	Type of Personal Data	Categories of Data Subject	Data Storage Location	Transfer Mechanism/Additional Measures
Microsoft Corporation	One Microsoft Way Redmond, WA 98052 USA	Hosting of data	Identifiers, job title, login data, user privileges, login time, login duration.	Employees of the data controller.	Selected by Customer from available options	-
Amazon Web Services EMEA SARL (AWS)	38 Avenue John F. Kennedy L-1855 Luxembourg	Hosting of data	Identifiers, job title, login data, user privileges, login time, login duration.	Employees of the data controller.	Selected by Customer from available options	-

AUXILIARY SERVICES

**NON-CORE SERVICES PROVIDED AT CUSTOMER REQUEST OR IN SUPPORT SERVICE CASES
SCOPE MANAGED BY CUSTOMER**

Company	Address	Nature of Processing	Type of Personal Data	Categories of Data Subject	Data Storage Location	Transfer Mechanism/Additional Measures
Zendesk, Inc.	1019 Market Street San Francisco, CA 94103 USA	Support services	Full name, professional phone number and email. Support requests may additionally include IP addresses and domain names. Contents of requests in support tickets might also contain personal data.	-Employees of the data controller internally in charge of the Nexthink account. -Employees of the data controller making a support request	AWS locations in the European Economic Area, Japan, Australia, and the USA	Binding Corporate Rules , including additional measures against data access requests of authorities; Additional technical safeguards , including data encryption in transit and at rest;
Sendgrid, Inc.	1801 California St #500 Denver, CO 80202 USA	Email service (expected through Q3, 2021)	Professional email	Employees of the data controller using the products and services	USA	Twilio (Sendgrid's parent company) provides Binding Corporate Rules . Additional technical safeguards , including data encryption in transit and at rest
Okta, Inc.	100 First Street San Francisco, CA 94105 USA	Delivery of authentication capabilities for access	First name, surname, professional email address	Employees of the data controller internally in charge of the Nexthink account.	European Economic Area	-
SendSafely, Inc.	SendSafely Inc. 40 East Main Street, Suite 897 Newark, DE 19711 USA	Secure data transfer services	Encrypted personal data containing details of support requests	-Employees internally in charge of the Nexthink account. -Employees making a support request	AWS locations across Australia (NSW), Singapore Europe and the USA	Standard Contractual Clauses End-to-end data encryption

OPTIONAL SERVICES

**NON-CORE SERVICES PROVIDED AT REQUEST OF CUSTOMER
SCOPE MANAGED BY CUSTOMER**

Company	Address	Nature of Processing	Type of Personal Data	Categories of Data Subject	Data Storage Location	Transfer Mechanism/Additional Measures
Amazon Web Services (AWS)	410 Terry Ave N Seattle, WA 98109 USA	Optional Application Experience functionality	Page load times, URLs accessed, number of visits to URLs, keyboard/mouse interaction (excluding what is actually typed), duration of user actions, focus time (time spent using the business application), all defined by Customer	Employees of the data controller using the products and services	Selected by Customer from available options	-
Atlassian	Level 6, 341 George Street Sydney, NSW 2000 Australia	Support services for optional Managed Services using Jira software	Full name, professional email address and phone number, IP addresses and domain names.	- Employees internally in charge of the Nexthink account. - Employees making a support request.	AWS locations across Australia (NSW), the European Economic Area and the USA	-
idalko	Dianalaan 151 2600 Berchem Belgium	Support services for optional Managed Services using Jira software	Full name, professional email address and phone number, IP addresses and domain names.	- Employees of the data controller internally in charge of the Nexthink account. - Employees of the data controller making a support request.	European Economic Area	-