kandji

DATA PROCESSING ADDENDUM
(Last Updated February 2022)

This Data Processing Addendum, including its Exhibits and Appendices ("DPA") forms part of the Master Subscription Agreement available at https://www.kandji.io/terms or, if applicable, any superseding written agreement between Kandji, Inc. ("Kandji") and You (in either case, the "Agreement").

By signing the Agreement, You (as such term is defined in the Agreement) enter into this DPA on behalf of Yourself and, to the extent required under applicable Data Protection Laws, in the name and on behalf of Your Authorized Affiliates, if and to the extent Kandji processes Personal Data for which such Authorized Affiliates qualify as the Controller. For the purpose of this DPA only, and except where indicated otherwise, the term "You" shall include You and Authorized Affiliates. All capitalized terms not defined herein have the same meaning set forth in the Agreement.

In the course of providing the Services under the Agreement, Kandji may Process Personal Data on Your behalf and the parties agree to comply with the terms and conditions in this DPA in connection with such Personal Data.

HOW TO EXECUTE THIS DPA:

1. This DPA consists of two parts: (a) the main body of the DPA, and (b) Schedules 1 and 2.
2. This DPA has been pre-signed on behalf of Kandji. Schedule 2, section 1 has been pre-signed by Kandji, Inc. as the data importer. Please note that the contracting entity under the Agreement may be a different entity to Kandji, Inc.
3. To complete this DPA, You must:
   a. Complete the information in the signature box and sign on Page 10.
   b. Send the completed and signed DPA to Kandji by email to legal@kandji.io.

This DPA becomes legally binding upon receipt by Kandji of this validly executed DPA at the above email address.

For the avoidance of doubt, Your signature of the DPA on Page 10 shall be deemed to constitute signature and acceptance of the Standard Contractual Clauses including Schedule 2.

HOW THIS DPA APPLIES

If the entity signing this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement. In such case the Kandji entity that is party to the Agreement is party to this DPA.

If the entity signing this DPA has executed an Order Form with Kandji or its Affiliate pursuant to the Agreement, but is itself not a party to the Agreement, this DPA is an addendum to that Order Form and applicable renewal Order Forms; and the Kandji entity that is party to such Order Form is party to this DPA.

If the entity signing this DPA is neither a party to an Order Form nor the Agreement, this DPA is not valid and is not legally binding. Such entity should request that the entity who is a party to the Agreement executes this DPA.

This DPA shall not replace any comparable or additional rights relating to Processing of Your Data contained in Your Agreement (including any existing data processing addendum to the Agreement).

1.   DATA PROCESSING TERMS.

"**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 fifty percent (50%) of the voting interests of the subject entity.

"**Authorized Affiliate**" means any of Your Affiliate(s) which (a) is subject to Data Protection Laws and Regulations and (b) is permitted to use the Services pursuant to the Agreement between You and Kandji, but has not signed its own Order Form with Kandji and is not "You" as defined under the Agreement.

"**CCPA**" means the California Consumer Privacy Act, Cal. Civ. Code§ 1798.100 et seq., and its implementing regulations.

"**Controller**" means the entity which determines the means and purposes of the Processing of Personal Data.

"**European Data Protection Laws and Regulations**" means the GDPR and other laws and regulations of the European Union, the European Economic Area and their member states, Switzerland, the United Kingdom, each as amended from time to time.

"**Data Protection Laws and Regulations**" means all laws and regulations applicable to the Processing of Personal Data under the Agreement, including without limitation CCPA and other laws and regulations of the United States and its states, the GDPR and other European Data Protection Laws and Regulations, each as amended from time to time.

"**Data Subject**" means the identified or identifiable person to whom Personal Data relates.

"**Europe**" means the European Union, the European Economic Area, Switzerland, and the United Kingdom.

"**Kandji Group**" means Kandji and its Affiliates engaged in the Processing of Personal Data.

"**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) together with any subordinate legislation or implementing regulation.

"**Personal Data**" or "**Personal Information**" means any information describing or relating to (i) an identified or identifiable natural person or household 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), where for each (i) or (ii), such data is Your Data.

"**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.

"**Processor**" means the Party which Processes Personal Data on behalf of the Controller, including as applicable any "Service Provider" as that term is defined by the CCPA.

"**Security and Privacy Documentation**" means the Security and Privacy documentation applicable to the specific Services licensed by You, as updated from time to time, and available HERE.

"**Standard Contractual Clauses**" means Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council approved by European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, as currently set out at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj.

"**Sub-processor**" means any Processor engaged by Kandji or a member of the Kandji Group.

"**Supervisory Authority**" means an independent public authority which is established by an EU Member State pursuant to the GDPR.

"**You**" means the entity that accepted the Agreement together with its Affiliates which have signed Order Forms.

"**Your Data**" has the same meaning as defined in the Agreement, provided that such data is electronic data and information submitted by or for You to the Services.

2. PROCESSING OF PERSONAL DATA.

2.1. Roles of the Parties. The parties acknowledge and agree that (a) with regard to the Processing of Personal Data, You are the Controller or and Kandji is the Processor, as applicable, and (b) Kandji or members of the Kandji Group will engage Sub-processors pursuant to the requirements set forth in Section 5 "Sub-Processors" below.

2.2. Duration. Kandji shall process Personal Data throughout the duration of the term of the Agreement (including any Order Form(s) thereto) or any renewal term thereof. Upon termination of the Services by either party, Kandji shall cease processing Personal Data on Your behalf upon completion of the termination provisions described herein.

2.3. Your Processing of Personal Data. You shall, in Your use of the Services, Process Personal Data in accordance with the requirements of all applicable Data Protection Laws and Regulations, including without limitation requirements to provide notice to Data Subjects of the use of Kandji as Processor. You shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which You acquired Personal Data. You represent and warrant that You have established a lawful basis to Process Personal Data, Your use of the Services will not violate the rights of any Data Subject, and You have the right to transfer, or provide access to, the Personal Data to Kandji for Processing in accordance with the terms of the Agreement (including this DPA). You shall inform Kandji without undue delay if You are not able to comply with Your obligations under this DPA or any applicable Data Protection Laws and Regulations. For the avoidance of doubt, Kandji is not responsible for compliance with any Data Protection Laws and Regulations applicable to You or Your industry that are not generally applicable to Kandji.

2.4. Kandji's Processing of Personal Data. You appoint Kandji to process the Personal Data contained in Your Data on Your behalf as necessary for Kandji to provide the Services under the Agreement. All Personal Data Processed under the Agreement (including this DPA) will be stored, organized, and made available to You as the Controller. Kandji shall treat Personal Data as Confidential Information. If Kandji is required by applicable law to disclose Your Data for a purpose unrelated to the Agreement, Kandji will first inform You of the legal requirement and give You an opportunity to object or challenge the requirement, unless the law prohibits such notice. Notwithstanding the foregoing, Kandji shall have the right to collect and use Personal Data contained in Your Data to investigate a use of the Service that is unlawful or violates the Agreement, provide, and develop the Service, respond to legal actions, or for administrative purposes such as accounting and compliance.

2.5. Nature, Purpose, and Subject-Matter of the Processing. The nature and purpose of Kandji's Processing of Personal Data as Your Processor is described in and governed by the Agreement. The subject-matter of data Processed under this DPA is Personal Data of Your employees, contractors,

representatives, and other end user Data Subjects and as otherwise described in the Agreement. Kandji shall only Process Your Data for the purpose of providing the Services to You and to comply with Your Instructions. For each Service for which Processing is involved, 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 Exhibit A to this DPA ("Details of Processing/Transfer").

2.6.   Instructions. Kandji shall Process, retain, use, store, or disclose Personal Data only according to written, documented instructions issued by You to Kandji to perform a specific or general action with regard to Personal Data for the purpose of providing the Services to You pursuant to the Agreement (Your "Instructions"). The parties agree that the Agreement (including this DPA and any Order Form(s)), together with Your use of the Services in accordance with the Agreement, constitute Your complete and final Instructions to Kandji in relation to the Processing of Your Data. You may modify, amend, add, or replace individual Instructions in writing ("Additional Instructions") to Kandji at privacy@kandji.io. Any Additional Instructions must be consistent with this DPA and the Agreement. If Kandji determines that Additional Instructions are outside the scope of the Agreement, Kandji may charge additional fees and/or require a written agreement between Kandji and You to perform such Additional Instructions. Kandji shall inform You without delay if, in Kandji's opinion, an Instruction violates applicable Data Protection Laws and Regulations or Kandji is unable to follow an Instruction and, where necessary, cease all Processing until You issue new Instructions with which Kandji is able to comply.

3.   RIGHTS OF DATA SUBJECTS

Kandji shall, to the extent legally permitted, promptly notify You if Kandji receives a request from a Data Subject to exercise the Data Subject's right under applicable Data Protection Laws and Regulations relating to Your Data, each such request being a "Data Subject Request". Taking into account the nature of the Processing, if You are unable to independently address a Data Subject Request, Kandji will assist You by appropriate technical and organizational measures, insofar as this is possible and to the extent Kandji is legally permitted to do so, for the fulfilment of Your obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. You shall be legally responsible for responding substantively to any such Data Subject Requests or communications involving Personal Data and for all costs associated with the same.

4.   KANDJI PERSONNEL

4.1.   Confidentiality. Kandji shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. Kandji shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

4.2.   Reliability. Kandji shall take commercially reasonable steps to ensure the reliability of any Kandji personnel engaged in the processing of Personal Data.

4.3.   Limitation of Access. Kandji shall ensure that Kandji's access to Personal Data is limited to those personnel who are necessary to provide the Services.

4.4.   Data Protection Officer. Kandji has appointed a data protection officer. The appointed person may be reached at privacy@kandji.io.

5.   SUB-PROCESSORS

5.1.   Appointment of Sub-processors. You authorize Kandji to engage the Sub-Processors on our Sub-Processor List as of the effective date of this DPA to Process Your Data pursuant to the Agreement (including this DPA) and You acknowledge and agree that (a) Kandji's Affiliates may be retained as Sub-processors and (b) Kandji and Kandji's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. Kandji or a Kandji Affiliate has entered into a written

agreement with each Sub-processor containing data protection obligations not less protective than those in this Agreement with respect to the protection of Your Data to the extent applicable to the nature of the services provided by such Sub-processor.

5.2.   **List of Current Sub-processors and Notification of New Sub-processors**. Kandji shall make available to You the current list of Sub-processors for the applicable Service(s). Such Sub-processor lists shall include the identities of those Sub-processors and their country of location. You may also find this information on Kandji's Sub-processor Page, located HERE, as well as a mechanism to subscribe to notifications of new Sub-processors, to which You shall subscribe, and if You subscribe, Kandji shall provide notification of any new Sub-processors before authorizing any new Sub-processor(s) to Process Personal Data in connection with the provision of the applicable Services.

5.3.   **Objection Right for New Sub-processors**. You may object to Kandji's use of a new Sub-processor by notifying Kandji promptly in writing within ten (10) business days after receipt of Kandji's notice in accordance with the mechanism set out in Section 5.2. In the event You object to a new Sub-processor, as permitted in the preceding sentence, Kandji will use reasonable efforts to make available to You a change in the Services or recommend a commercially reasonable change to Your configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub- processor without unreasonably burdening You. If Kandji is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, You may terminate the applicable Order Form(s) with respect only to those Services which cannot be provided by Kandji without the use of the objected-to new Sub-processor by providing written notice to Kandji. Kandji will refund You any prepaid fees covering the remainder of the term of such Order Form(s) following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on You.

5.4.   **Liability**. Kandji shall be liable for the acts and omissions of its Sub-processors to the same extent Kandji 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 Your Data**. Kandji shall maintain appropriate technical and organizational measures for protection of the security, confidentiality and integrity of Your Data. In doing so, Kandji shall take 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. You are solely responsible for (a) determining whether the Services meet Your security standards and support Your obligations under Data Protection Laws and Regulations and (b) the secure use of Kandji's Services by Yourself or any individual You provide with an Authorized Device, including but not limited to securing account authentication information and ensuring no User seeks to misuse Personal Data or engages in activities likely to give rise to a Data Incident (defined below).

6.2.   **Audits**. Kandji shall maintain an audit program to help ensure compliance with the obligations set out in this DPA and shall make available to You information to demonstrate compliance with the obligations set out in this DPA as set forth in this "Audits" Section.

      6.2.1.   **Third-Party Certifications and Audits**. Kandji has obtained the third-party certifications and audits set forth HERE. Upon Your written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement, Kandji shall make available to You (or Your Third-Party Auditor - as defined below in Section 6.2.4) information regarding Kandji's compliance with the obligations set forth in this DPA in the form of a copy of Kandji's then most recent third-party audits or certifications. Such third-party audits or certifications may also be shared with Your competent Supervisory Authority on its request. Upon Your reasonable request, Kandji shall provide a report and/or confirmation of Kandji's audits of third-party Sub-processors' compliance with the data protection controls set forth in this DPA and/or a report of third party

auditors' audits of third party Sub-processors that have been provided by those third-party Sub-processors to Kandji, to the extent such reports or evidence may be shared with You ("Third-party Sub-processor Audit Reports"). You acknowledge that (i) Third-party Sub-processor Audit Reports shall be considered Confidential Information as well as confidential information of the third-party Sub-processor and (ii) certain third-party Sub-processors to Kandji may require You to execute a non-disclosure agreement with them in order to view a Third-party Sub-processor Audit Report.

6.2.2.   **On-Site Audit**. You may contact Kandji to request an on-site audit of Kandji's Processing activities covered by this DPA ("On-Site Audit"). An On-Site Audit may be conducted by You directly or through a Third-Party Auditor (as defined below in Section 6.2.4) selected by You when: (i) the information available pursuant to Section 6.2.1 "Third-Party Certifications and Audits" is not sufficient to demonstrate compliance with the obligations set out in this DPA and its Schedules; (ii) You have received a notice from Kandji of regarding a Data Incident; or (iii) an On-Site Audit is required by Data Protection Laws and Regulations or by Your competent supervisory authority. Any On-Site Audits will occur during Kandji's normal business hours, in a manner that does not reasonably interfere with Kandji's normal business operations and will be limited to Your Data Processing and storage facilities operated by Kandji or any of Kandji's Affiliates. No On-Site Audit shall last more than two (2) consecutive business days. Your access to Kandji's proprietary and confidential information shall be limited to that which is strictly necessary to complete the On-Site Audit. You acknowledge that Kandji operates a shared cloud environment. Accordingly, Kandji shall have the right to reasonably adapt the scope of any On-Site Audit to avoid or mitigate risks with respect to, and including, service levels, availability, and confidentiality of other Kandji customers' and users' information. You shall promptly provide Kandji with the full report and complete results of any On-Site Audit.

6.2.3.   **Reasonable Exercise of Rights**. An On-Site Audit shall be conducted by You or your Third-Party Auditor: (i) acting reasonably, in good faith, and in a proportional manner, taking into account the nature and complexity of the Services used by You; (ii) up to one time per year with at least three weeks' advance written notice. If an emergency justifies a shorter notice period, Kandji will use good faith efforts to accommodate the On-Site Audit request; and (iii) during Kandji's normal business hours, under reasonable duration and shall not unreasonably interfere with Kandji's day-to-day operations. Before any On-Site Audit commences, You and Kandji shall mutually agree upon the scope, timing, and duration of the audit and the reimbursement rate for which You shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by or on behalf of Kandji.

6.2.4.   **Third-Party Auditor**. A Third Party Auditor means a third-party independent contractor that is not a competitor of Kandji. An On-Site Audit can be conducted through a Third Party Auditor if: (i) prior to the On-Site Audit, the Third Party Auditor enters into a non-disclosure agreement containing confidentiality provisions no less protective than those set forth in the Agreement to protect Kandji's proprietary information; and (ii) the costs of the Third Party Auditor are at Your expense.

6.3.   **Data Protection Impact Assessment**. Upon Your request, Kandji shall provide You with reasonable cooperation and assistance needed to fulfil Your obligation under Data Protection Laws and Regulations to carry out a data protection impact assessment related to Your use of the Services, to the extent You do not otherwise have access to the relevant information, and to the extent such information is available to Kandji.

7.   DATA INCIDENT MANAGEMENT AND NOTIFICATION

Kandji shall notify You without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Your Data, including Personal Data, transmitted, stored or otherwise Processed by Kandji or its Sub-processors occurring on Kandji or our

Sub-Processor's information system of which Kandji becomes aware (a "Data Incident"). Kandji shall make reasonable efforts to identify the cause of such Data Incident and take such steps as Kandji deems necessary and reasonable to remediate the cause of such a Data Incident to the extent the remediation is within Kandji's reasonable control. At Your reasonable request, and to the extent Kandji is required to do so under applicable Data Protection Laws and Regulations, Kandji will promptly provide You with commercially reasonable assistance as necessary to enable You to meet Your obligations under applicable Data Protection Laws and Regulations to notify authorities and/or affected Data Subjects. The obligations herein shall not apply to incidents that are caused by You or Your Users.

8. GOVERNMENT ACCESS REQUESTS

8.1. Kandji Requirements. If Kandji receives a legally binding request from a Public Authority to access Personal Data that Kandji Processes on Your behalf, Kandji shall, unless otherwise legally prohibited, promptly notify You including a summary of the nature of the request. To the extent Kandji is prohibited by law from providing such notification, Kandji shall use commercially reasonable efforts to obtain a waiver of the prohibition to enable Kandji to communicate as much information as possible, as soon as possible. Further, Kandji shall challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful. Kandji shall pursue possibilities of appeal. When challenging a request, Kandji shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the Personal Data requested until required to do so under the applicable procedural rules. Kandji agrees it will provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request. Kandji shall promptly notify You if Kandji becomes aware of any direct access by a Public Authority to Your Data and provide information available to Kandji in this respect, to the extent permitted by law. For the avoidance of doubt, this DPA shall not require Kandji to pursue action or inaction that could result in civil or criminal penalty for Kandji such as contempt of court.

8.2. Sub-processors requirements. Kandji shall ensure that Sub-processors involved in the Processing of Personal Data are subject to the relevant commitments regarding Government Access Requests in the Standard Contractual Clauses

9. RETURN OR DELETION OF PERSONAL DATA

Upon termination or expiration of the Agreement or any renewal term thereof, Kandji will delete all Personal Data Processed under the Agreement that is in Kandji's possession. In the case of any Personal Data not so deleted, Kandji will return, destroy, or render anonymous all such Personal Data in accordance with Your reasonable written Instructions submitted to Kandji within 30 days of termination or expiration of the Agreement, subject to the limitations described in the Agreement. The requirements of this Section 9 do not apply to the extent that Kandji is required by applicable law to retain some or all of Your Data, or to Your Data that is archived on back-up systems, which data Kandji shall securely isolate and protect from any further Processing and delete in accordance with Kandji's deletion practices.

10. AUTHORIZED AFFILIATES

10.1. Contractual Relationship. The parties acknowledge and agree that, by executing the Agreement, You enter into the DPA on behalf of yourself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between Kandji 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 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 You.

10.2.   Communication. You as the contracting party to the Agreement shall remain responsible for coordinating all communication with Kandji 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 the DPA with Kandji, 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 Kandji directly by itself, the parties agree that (i) solely You as the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and (ii) You as 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 itself and all of its Authorized Affiliates together (as set forth, for example, in Section 10.3.2, below).

> **10.3.2.**   The parties agree that You as the contracting party to the Agreement shall, when carrying out an On-Site Audit of the procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on Kandji and its Sub-Processors by combining, to the extent reasonably possible, several audit requests carried out on behalf of itself and all of its Authorized Affiliates in one single audit.

11.   LIMITATION OF LIABILITY

Except as specifically provided in the EU C-to-P Transfer 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 Kandji, 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, Kandji's and its Affiliates' total liability for all claims from You and all of its Authorized Affiliates arising out of or related to the Agreement and all DPAs shall apply in the aggregate for all claims under both the Agreement and all DPAs established under the Agreement, including by You and all Authorized Affiliates, and, in particular, shall not be understood to apply individually and severally to You and/or to any Authorized Affiliate that is a contractual party to any such DPA.

12.   EUROPEAN SPECIFIC PROVISIONS

12.1.   Definitions. This Section 12 shall apply only to the extent Kandji Processes Personal Data subject to European Data Protection Laws and Regulations as Your Processor. For the purposes of this section 12 and Schedule 1, "EU C-to-P Transfer Clauses" means Standard Contractual Clauses sections I, II, III and IV (as applicable) to the extent they reference Module Two (Controller-to-Processor).

12.2.   European Data Protection Laws and Regulations. Kandji will Process Personal Data in accordance with the European Data Protection Laws and Regulations requirements directly applicable to Kandji's provision of its Services.

12.3.   Transfer mechanisms for data transfers. If, in the provision of the Services, Personal Data that is subject to the GDPR or any other law relating to the protection or privacy of individuals that applies in Europe is transferred out of Europe to countries which do not ensure an adequate level of data protection within the meaning of the Data Protection Laws and Regulations of Europe, the transfer mechanism listed below shall apply to such transfers and can be directly enforced by the Parties to the extent such transfers are subject to the Data Protection Laws and Regulations of Europe:

- **The EU C-to-P Transfer Clauses**. Where You and/or its Authorized Affiliate is a Controller and a data exporter of Personal Data and Kandji is a Processor and data importer in respect of that Personal Data, then the Parties shall comply with the EU C-to-P Transfer Clauses, subject to the additional terms in Section 2 of Schedule 1.

12.4.   Impact of local laws. As of the Effective Date, Kandji has no reason to believe that the laws and practices in any third country of destination applicable to its Processing of the Personal Data as set forth in the Infrastructure and Sub-processors Documentation, including any requirements to disclose Personal Data or measures authorising access by a Public Authority, prevent Kandji from fulfilling its obligations under this DPA. If Kandji reasonably believes that any existing or future enacted or enforceable laws and practices in the third country of destination applicable to its Processing of the Personal Data ("Local Laws") prevent it from fulfilling its obligations under this DPA, it shall promptly notify You. In such a case, Kandji shall use reasonable efforts to make available to You a change in the Services or recommend a commercially reasonable change to Your configuration or use of the Services to facilitate compliance with the Local Laws without unreasonably burdening You. If Kandji is unable to make available such change promptly, You may terminate the applicable Order Form(s) and suspend the transfer of Personal Data in respect only to those Services which cannot be provided by Kandji in accordance with the Local Laws by providing written notice in accordance with the "Notices" section of the Agreement. You shall receive a refund of any prepaid fees for the period following the effective date of termination for such terminated Services.

13.   CALIFORNIA SPECIFIC PROVISIONS

13.1.   Definitions. This Section 13 shall apply only to the extent Kandji Processes Personal Data that is subject to the protection of the CCPA ("California Personal Information") on Your behalf. For the purposes of this section 13 these terms shall be defined as follows:

- "Business", "Service Provider", "Sell", and "Share" shall have the meanings given to them in the CCPA.

- "Controller" is replaced with "Business" wherever those terms appear in Sections 2 through 11 and Sections 14 and 15 of this DPA.

- "Processor" is replaced with "Service Provider" wherever those terms appear in Sections 2 through 11 and Sections 14 and 15 of this DPA.

13.2.   Responsibilities. The Parties agree that Kandji will Process California Personal Information contained in Your Data as Your Service Provider in accordance with the CCPA and strictly for the business purpose of performing the Service under the Agreement. Kandji shall not (i) Sell California Personal Information contained in Your Data; (ii) Share California Personal Information contained in Your Data with third parties for cross-contextual behavioral advertising purposes; (iii) retain, use, or disclose California Personal Information contained in Your Data for a commercial purpose other than for such business purpose or as otherwise permitted by the CCPA; or (iv) retain, use, or disclose California Personal Information contained in Your Data outside of the direct business relationship between You and Kandji. You agree that You are solely liable for Your compliance with the CCPA in Your use of Kandji's Service.

13.3.   Certification. Kandji certifies that it understands and will comply with the restrictions of Section 13.2.

13.4.   No CCPA Sale. The parties agree that You do not sell California Personal Information to Kandji because, as a Service Provider, Kandji may only use California Personal Information contained in Your Data for the purposes of providing the Services to You.

14. PARTIES TO THIS DPA

The section "HOW THIS DPA APPLIES" specifies which Kandji entity is party to this DPA. Where the Standard Contractual Clauses apply, Kandji.com, Inc. is the signatory to the Standard Contractual Clauses. Where the Kandji entity that is a party to this DPA is not Kandji.com, Inc., that Kandji entity is carrying out the obligations of the data importer on behalf of Kandji.com, Inc. Notwithstanding the signatures below of any other Kandji entity, such other Kandji entities are not a party to this DPA or the Standard Contractual Clauses.
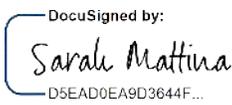
15. LEGAL EFFECT

This DPA shall only become legally binding between You and Kandji when the requirements set out in the Section "HOW TO EXECUTE THIS DPA" above have been fully completed.

List of Schedules
Schedule 1: Transfer Mechanisms for European Data Transfers
Schedule 2: Description of Processing/Transfer

The parties' authorized signatories have duly executed this DPA:

Kandji.COM, INC.		You
BY:	DocuSigned by: *Sarah Mattina* D5EAD0EA9D3644F...	BY:
NAME (PRINTED): Sarah Mattina		NAME (PRINTED):
TITLE: General Counsel		TITLE:
DATE: February 1, 2022		DATE:

Schedule 1
Transfer Mechanisms for European Data Transfers

1.   STANDARD CONTRACTUAL CLAUSES OPERATIVE PROVISIONS AND ADDITIONAL TERMS

For the purposes of the EU C-to-P Transfer Clauses, You are the data exporter and Kandji is the data importer and the Parties agree to the following. If and to the extent an Authorized Affiliate relies on the EU C-to-P Transfer Clauses for the transfer of Personal Data, any references to "You" in this Schedule, include such Authorized Affiliate. Where this Schedule 1 does not explicitly mention EU C-to-P Transfer Clauses it applies to them.

1.1.   Reference to the Standard Contractual Clauses. The relevant provisions contained in the Standard Contractual Clauses are incorporated by reference and are an integral part of this DPA. The information required for the purposes of the Appendix to the Standard Contractual Clauses are set out in Schedule 2.

1.2.   Docking clause. The option under clause 7 shall not apply.

1.3.   Certification of Deletion. The parties agree that the certification of deletion of Personal Data that is described in clause 8.5 and 16(d) of the Standard Contractual Clauses shall be provided by Kandji to You only upon Your written request.

1.4.   Instructions. This DPA and the Agreement are Your complete and final documented instructions at the time of signature of the Agreement to Kandji for the Processing of Personal Data. Any additional or alternate instructions must be consistent with the terms of this DPA and the Agreement. For the purposes of clause 8.1(a), the instructions by You to Process Personal Data are set out in Section 2.4 and 2.6 of this DPA and include onward transfers to a third party located outside Europe for the purpose of the provision of the Services.

1.5.   Security of Processing. For the purposes of clause 8.6(a), You are solely responsible for making an independent determination as to whether the technical and organisational measures set forth in the Security and Privacy Documentation meet Your security requirements and You agree that (taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the Processing of its Personal Data as well as the risks to individuals) the security measures and policies implemented and maintained by Kandji provide a level of security appropriate to the risk with respect to its Personal Data. For the purposes of clause 8.6(c), personal data breaches will be handled in accordance with Section 7 (Data Incident Management and Notification) of this DPA.

1.6.   Audits of the SCCs. The parties agree that the audits described in clause 8.9 of the Standard Contractual Clauses shall be carried out in accordance with Section 6.2 of this DPA.

1.7.   General authorisation for use of Sub-processors. Option 2 under clause 9 shall apply. For the purposes of clause 9(a), Kandji has Your general authorisation to engage Sub-processors in accordance with Section 5 of this DPA. Kandji shall make available to You the current list of Sub-processors in accordance with Section 5.2 of this DPA. Where Kandji enters into the EU P-to-P Transfer Clauses with a Sub-processor in connection with the provision of the Services, You grant Kandji and Kandji's Affiliates authority to provide a general authorisation on Controller's behalf for the engagement of sub-processors by Sub-processors engaged in the provision of the Services, as well as decision making and approval authority for the addition or replacement of any such sub-processors.

1.8.   Notification of New Sub-processors and Objection Right for new Sub-processors. Pursuant to clause 9(a), You acknowledge and expressly agrees that Kandji may engage new Sub-processors as described in Sections 5.2 and 5.3 of this DPA. Kandji shall inform You of any changes to Sub-processors following the procedure provided for in Section 5.2 of this DPA.

1.9.   Complaints - Redress. For the purposes of clause 11, and subject to Section 3 of this DPA, Kandji shall inform data subjects on its website of a contact point authorised to handle complaints. Kandji shall inform You if it receives a complaint by, or a dispute from, a Data Subject with respect to Personal Data and shall without undue delay communicate the complaint or dispute to You. Kandji shall not otherwise have any obligation to handle the request (unless otherwise agreed with You). The option under clause 11 shall not apply.

1.10.   Liability. Kandji's liability under clause 12(b) shall be limited to actual and proven damage caused by Kandji's Processing of Personal Data on Your behalf as a Processor where Kandji has not complied with its obligations under the GDPR specifically directed to Processors, or where Kandji has acted outside of or contrary to Your lawful Instructions, as specified in Article 82 GDPR.

1.11.   Supervision. Clause 13 shall apply as follows:

1.11.1.   Where You are established in an EU Member State, the supervisory authority with responsibility for ensuring compliance by You with Regulation (EU) 2016/679 as regards the data transfer shall act as competent supervisory authority.

1.11.2.   Where You are not established in an EU Member State, but fall within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and have appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679, the supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established shall act as competent supervisory authority.

1.11.3.   Where You are not established in an EU Member State, but fall within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679: The Data Protection Commission of Ireland, 21 Fitzwilliam Square South, Dublin, 2 D02 RD28, Ireland shall act as competent supervisory authority.

1.11.4.   Where You are established in the United Kingdom or fall within the territorial scope of application of UK Data Protection Laws and Regulations, the Information Commissioner's Office shall act as competent supervisory authority.

1.11.5.   Where You are established in Switzerland or fall within the territorial scope of application of Swiss Data Protection Laws and Regulations, the Swiss Federal Data Protection and Information Commissioner shall act as competent supervisory authority insofar as the relevant data transfer is governed by Swiss Data Protection Laws and Regulations.

1.12.   Notification of Government Access Requests. For the purposes of clause 15.1(a), Kandji shall notify You only, and not the Data Subject(s), in case of government access requests. You shall be solely responsible for promptly notifying the Data Subject as necessary.

1.13.   Governing Law. The governing law for the purposes of clause 17 shall be the law that is designated in the Governing Law section of the Agreement. If the Agreement is not governed by an EU Member State law, the Standard Contractual Clauses will be governed by either (i) the laws of Ireland; or (ii) where the Agreement is governed by the laws of the United Kingdom, the laws of the United Kingdom.

1.14.   Choice of forum and jurisdiction. The courts under clause 18 shall be those designated in the Venue section of the Agreement. If the Agreement does not designate an EU Member State court as having exclusive jurisdiction to resolve any dispute or lawsuit arising out of or in connection with this Agreement, the parties agree that the courts of either (i) Ireland; or (ii) where the Agreement designates the United Kingdom as having exclusive jurisdiction, the United Kingdom, shall have exclusive jurisdiction

to resolve any dispute arising from the Standard Contractual Clauses. For Data Subjects habitually resident in Switzerland, the courts of Switzerland are an alternative place of jurisdiction in respect of disputes.

1.15. Appendix. The Appendix shall be completed as follows:

● The contents of section 1 of Schedule 2 shall form Annex I.A to the Standard Contractual Clauses

● The contents of sections 2 to 9 of Schedule 2 shall form Annex I.B to the Standard Contractual Clauses

● The contents of section 10 of Schedule 2 shall form Annex I.C to the Standard Contractual Clauses

● The contents of section 11 of Schedule 2 to this Exhibit shall form Annex II to the Standard Contractual Clauses.

1.16. **Data Exports from the United Kingdom and Switzerland under the Standard Contractual Clauses**. In case of any transfers of Personal Data from the United Kingdom and/or transfers of Personal Data from Switzerland subject exclusively to the Data Protection Laws and Regulations of Switzerland ("Swiss Data Protection Laws"), (i) general and specific references in the Standard Contractual Clauses to GDPR or EU or Member State Law shall have the same meaning as the equivalent reference in the Data Protection Laws and Regulations of the United Kingdom ("UK Data Protection Laws") or Swiss Data Protection Laws, as applicable; and (ii) any other obligation in the Standard Contractual Clauses determined by the Member State in which the data exporter or Data Subject is established shall refer to an obligation under UK Data Protection Laws or Swiss Data Protection Laws, as applicable. In respect of data transfers governed by Swiss Data Protection Laws, the Standard Contractual Clauses also apply to the transfer of information relating to an identified or identifiable legal entity where such information is protected similarly as Personal Data under Swiss Data Protection Laws until such laws are amended to no longer apply to a legal entity.

1.17. **Conflict**. The Standard Contractual Clauses are subject to this DPA and the additional safeguards set out hereunder. The rights and obligations afforded by the Standard Contractual Clauses will be exercised in accordance with this DPA, unless stated otherwise. In the event of any conflict or inconsistency between the body of this DPA and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

Schedule 2
Description of Processing/Transfer

1.   LIST OF PARTIES

Data exporter(s): *Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union*

Name: You and Your Authorized Affiliates

Address:

Contact person's name, position, and contact details:

Activities relevant to the data transferred under these clauses: Provision of the Services pursuant to the Agreement as further described in the Documentation.

Signature and date:

Role: For the purposes of the EU C-to-P Transfer Clauses You and/or Your Authorized Affiliates are a Controller.
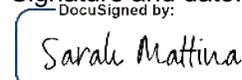
Data importer(s): *Identity and contact details of the data importer(s), including any contact person with responsibility for data protection*

Name: Kandji.com, Inc.

Address: 101 W. Broadway, Ste. 1440, San Diego CA 92101

Contact person's name, position, and contact details: Sarah Mattina, General Counsel

Signature and date:

DocuSigned by:

Sarah Mattina

D5EAD0EA9D3644F...

February 1, 2022

Role: Processor

2.   CATEGORIES OF DATA SUBJECTS WHOSE PERSONAL DATA IS TRANSFERRED

You may submit Personal Data to the Services, the extent of which is determined and controlled by You in Your sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Your Users authorized by You to use the Services.

3.   CATEGORIES OF PERSONAL DATA TRANSFERRED

You may submit Personal Data to the Services, the extent of which is determined and controlled by You in Your sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First Name, Last Name
- Title
- Employer
- Photographic headshots (optional)
- Unique identifier for authorized devices
- Personal Information submitted to the Services by the end users

4. SENSITIVE DATA TRANSFERRED

The parties do not anticipate the transfer of sensitive data under the Agreement.

5. FREQUENCY OF THE TRANSFER

Data is transferred on a continuous basis depending on Your use of the Services.

6. NATURE OF THE PROCESSING

The nature of the Processing is the provision of the Services pursuant to the Agreement

7. PURPOSE OF PROCESSING, THE DATA TRANSFER AND FURTHER PROCESSING

Kandji will Process Personal Data as necessary to provide the Services pursuant to the Agreement, as further specified in the relevant Order Form and/or Documentation, and as further instructed by You in Your use of the Services.

8. DURATION OF PROCESSING

Subject to Section 2.2 of the DPA, Kandji will Process Personal Data for the duration of the Agreement, unless otherwise agreed in writing.

9. SUB-PROCESSOR TRANSFERS

Sub-processor(s) will Process Personal Data as necessary to provide the Services pursuant to the Agreement. Subject to section 5 of this DPA, the Sub-processor(s) will Process Personal Data for the duration of the Agreement, unless otherwise agreed in writing. Identities of the Sub-processors used for the provision of the Services and their country of location are listed Kandji's Sub-processor Page, located at www.kandji.io/service-provider.

10. COMPETENT SUPERVISORY AUTHORITY

- Where the data exporter is established in an EU Member State: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer shall act as competent supervisory authority.
- Where the data exporter is not established in an EU Member State but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679: The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established shall act as the competent supervisory authority.
- Where the data exporter is not established in an EU Member State but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679: Data Protection Commission, 21 Fitzwilliam Square South, Dublin 2, D02 RD28, Ireland shall act as the competent supervisory authority.

- Where the data exporter is established in the United Kingdom or falls within the territorial scope of application of UK Data Protection Laws and Regulations, the Information Commissioner's Office shall act as the competent supervisory authority.
- Where the data exporter is established in Switzerland or falls within the territorial scope of application of Swiss Data Protection Laws and Regulations, the Swiss Federal Data Protection and Information Commissioner shall act as competent supervisory authority insofar as the relevant data transfer is governed by Swiss Data Protection Laws and Regulations

11.   TECHNICAL AND ORGANISATIONAL MEASURES

In addition to the administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the Services, as described in the Security and Privacy documentation available HERE, Kandji also had implemented the following technical and organizational measures:

Access Control

- The Kandji platform is hosted on Amazon Web Services. Additionally, Kandji maintains contractual relationships with vendors in order to provide the Services in accordance with our Data Processing Agreement. Kandji relies on contractual agreements, privacy policies, and vendor compliance programs in order to protect data processed or stored by these vendors.

- Under AWS's shared responsibility model, the physical and environmental security controls are maintained bv AWS and audited for SOC 2 Type I and ISO 27001, 27017, 17018 compliance, among other certifications by an AICPA Accredited third party public trust audit firm.

- Kandji enforces a uniform password policy for its technology infrastructure components. Customers can configure their own password requirements for Kandji platform administrative level accounts. Customers who interact with the Kandji administrative user interface must authenticate via multi-factor authentication or via their own single sign-on identity provider and associated strong identity policies. Access to systems and applications with customer data requires two-factor authentication in the form of user ID / password, and a one-time password (OTP) or certificate. Additionally access to systems that house and can expose access to personal information is restricted to those users whose job function absolutely requires access to this data, and the principle of least privilege is applied.

- Customer data is stored in multi-tenant storage systems accessible to Kandji's customers only via application user interfaces and application programming interfaces. Customers are not allowed direct access to the underlying application infrastructure. The authorization model in each of Kandji's products uses role-based access control to ensure that only appropriate individuals can access relevant resources. A systems administrator approves internal user access to the infrastructure provider for authorized personnel. Access approvals and modifications to the user access list are logged.

- Application Programming Interface ("API") access: Additional functionality may be accessed via the Kandji API. API access requires authentication via an API key. API keys can be further constrained by customers to reduce the set of capabilities that a given API key is authorized to invoke. These API invoked activities are logged within the Kandji administration web interface.

- A subset of Kandji's employees have access to the products and to customer data via controlled interfaces. The intent of providing access to a subset of employees is to provide effective customer support, to troubleshoot potential problems, to detect and respond to security incidents and implement data security. All such requests are logged. Employees are granted access by role, and reviews of high risk privilege grants are initiated regularly. System owners conduct quarterly user access reviews of production servers, databases and

applications to validate internal user access is commensurate with job responsibilities. Identified access changes are tracked to remediation.

- Background checks are performed on new hires before the new hire's start date as permitted by local laws. The Human Resources team reviews the results and takes any appropriate action deemed necessary. Kandji has an established code of conduct outlining ethical expectations, behavior standards, and ramifications of non compliance, and requires internal personnel to acknowledge it.

Transmission Control

- In-transit: Kandji uses Transport Layer Security version 1.2 or better paired with appropriately selected cipher suites on every one of its login Interfaces and API Endpoints.. Kandji's HTTPS implementation uses industry standard algorithms and certificates, specifically 256 bit AES Encryption in Galois Counter Mode, aka AES-256-GCM.

- At-rest: Kandji stores user passwords following policies that support industry standard practices for security. For Example passwords are stored as non-reversible hashes using a properly selected password-hashing function.

- All customer data is encrypted at rest using the cloud service provider's key management service and cryptographic modules.

Input Control

- Kandji implements intrusion detection and infrastructure monitoring to detect threats to the network environment. Kandji uses logging review and alerting as well as application performance monitoring software to collect data from servers and endpoints, detect potential security threats or unusual system activity, monitor system performance, and track resource utilization.

- IP Filtering (Internet protocol version 4) configurations ensure available networking ports and protocols are restricted to approved business rules. Web application firewalls ensure only appropriate messages are reviewed by our web facing API Interfaces. Distributed Denial of Service controls protect Kandji applications from network OSI layers 3,4 and 7 attacks. Kandji's DDoS provider also protects Kandji from common layer 7 attacks, and removes traffic from known bad actors.

- To maintain separation of duties, one engineer plans and prepares a change request and then a second individual engineer reviews, tests, and approves configuration changes before the changes are deployed into production. Kandji has developed policies and procedures governing the system development life cycle, including documented policies for tracking, testing, approving, and validating changes.

- Kandji engages a qualified third party penetration testing vendor to conduct a network and application penetration test of the production environment at least annually.. The intent of the penetration tests is to identify and resolve foreseeable attack vectors and potential abuse scenarios.

- Kandji's infrastructure is configured to log information about system behavior, traffic, system authentication, and other application requests. System tools monitor company load balancers and notify appropriate personnel of any events or outages based on predetermined criteria. Any identified issues are tracked through resolution in accordance with the Incident Management Policy.

- Kandji maintains a record of known security incidents that includes description, dates and times of relevant activities, and incident disposition. Suspected and confirmed security incidents are investigated by security, operations, or support personnel; and appropriate resolution steps are identified and documented. For any confirmed incidents, Kandji will take appropriate steps to minimize product and Customer damage or unauthorized disclosure.

- If Kandji becomes aware of unlawful access to non-Kandji data stored within its Services, Kandji will: 1) notify the affected customers of the incident; 2) provide a description of the steps Kandji is taking to resolve the incident; and 3) provide status updates to the customer contact, as Kandji deems necessary. Notification(s) of incidents, if any, will be delivered to one or more of the customer's contacts in a form Kandji selects, which may include via email or telephone.

Availability Control

- Kandji maintains a vulnerability management program to detect and remediate system vulnerabilities. Vulnerability scans are executed monthly on production systems. Any critical or high-risk vulnerabilities are tracked through resolution.

- Infrastructure availability: Kandji's Cloud Service Provider's infrastructure services use commercially reasonable efforts to ensure a minimum of 99.95% uptime. The providers maintain a minimum of N+1 redundancy to power, network, and HVAC services.

- Fault tolerance: Backup and replication strategies are designed to ensure redundancy and fail-over protections during a significant processing failure. Customer data is backed up to multiple datacenters.

- Online replicas and backups: Kandji databases are designed to replicate data between no less than 1 primary and 1 secondary database. Database replicas are hosted in separate availability zones. Availability zones have their own separate redundant infrastructure services. All databases are backed up and maintained using at least industry standard methods.

- Kandji's products are designed to ensure redundancy and seamless failover. The server instances that support the products are also architected with a goal to prevent single points of failure. This design assists Kandji operations in maintaining and updating the product applications and backend while limiting downtime.