
DATA PROCESSING AGREEMENT/ADDENDUM

This Data Processing Agreement (“DPA”) forms part of ActiveFence’s Terms and Conditions (the “Agreement”) between ActiveFence and Client and reflects the parties’ agreement with regard to the Processing of Personal Data pursuant to the Agreement. Unless explicitly mentioned otherwise, capitalized terms in this DPA shall have their respective definition as indicated in the Agreement. Both parties shall be referred to as the “Parties” and each, a “Party”.

This DPA and the obligations hereunder do **not** apply to aggregated reporting or statistics information.

INTERPRETATION AND DEFINITIONS

- 1.1 The headings in this DPA are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this DPA.
- 1.2 Terms used in their singular form include the plural and vice versa, as the context may require.
- 1.3 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 Client's Affiliate(s) which is explicitly permitted to use the Services pursuant to the Agreement between the Parties, but has not signed its own agreement with ActiveFence, and is not a “**Client**” as defined under the Agreement.
 - (c) “**ActiveFence**” means the relevant ActiveFence entity of the following ActiveFence legal entities: ActiveFence Ltd. and/or ActiveFence Inc.
 - (d) “**ActiveFence Group**” means ActiveFence and its Affiliates engaged in the Processing of Personal Data.
 - (e) “**CCPA**” means the California Consumer Privacy Act of 2018, Cal. Civ. Code §§ 1798.100 et. seq.
 - (f)
 - (g) “**Data Protection Laws and Regulations**” means all applicable and binding privacy and data protection laws and regulations, including such laws and regulations of the European Union, the European Economic Area and their Member States, Switzerland, the United Kingdom, Canada, Israel and the United States of America, as applicable to the Processing of Personal Data under the Agreement including (without limitation) the GDPR, the UK GDPR, and the CCPA, as applicable to the Processing of Personal Data hereunder and in effect at the time of Processor’s performance hereunder.
 - (h) “**Data Subject**” means the identified or identifiable person to whom the Personal Data relates.
 - (i) “**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).

- (j) **“Personal Data”** or **“Personal Information”** means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- (k) **“Security Documentation”** means the Security Documentation applicable to the specific Services purchased by Client, as updated from time to time, and as made reasonably available by ActiveFence.
- (l) **“Services”** means the technology, platform, solutions and related services provided by ActiveFence, in accordance with the terms of the Agreement;
- (m) **“Standard Contractual Clauses”** or **“SCC”** means either the standard contractual clauses approved by the European Commission for the transfer of Personal Data to Processors or those for the transfer of Personal Data to Controllers (as the context requires), in each case established in third countries which do not ensure an adequate level of data protection current to the date of the transfer, or, where the UK GDPR applies, any equivalent set of clauses approved by the applicable authority;
- (n) **“UK GDPR”** means the Data Protection Act 2018, as well as the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419).
- (o) The terms "Controller", "Member State", "Processor", "Sub-Processor" "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR. The terms "Business", "Business Purpose", "Consumer" and "Service Provider" shall have the same meaning as in the CCPA. Upon CCPA applicability, when used in this DPA, the term "Controller" shall also mean "Business", and the term "Processor" shall also mean "Service Provider".

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, (i) Client is the Data Controller, (ii) ActiveFence is the Data Processor and that (iii) ActiveFence or members of the ActiveFence Group may engage Sub-processors pursuant to the requirements set forth in Section 5 "Sub-processors" below.

2.2 Controller - Processor Provisions.

- (a) Schedule 1 (Details of Processing) includes a description of the Processing activities performed by ActiveFence as a Processor. The Parties may, from time to time, jointly agree to make such changes to Schedule 1 as reasonably necessary to meet the requirements of article 28(3) of the GDPR or any other applicable Data Protection Law and Regulation regarding information to be Processed in an agreement between a Controller and a Processor;
- (b) Subject to the Agreement, ActiveFence shall Process Personal Data only in accordance with Client's instructions as necessary for the performance of the Services and for the performance of the Agreement and this DPA, unless required otherwise by Union or

Member State law or any other applicable law to which ActiveFence and its Affiliates are subject, in which case, ActiveFence shall inform the Client of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest. The duration of the Processing, the nature and purposes of the Processing, as well as the types of Personal Data Processed and categories of Data Subjects under this DPA are further specified in Schedule 1 to this DPA.

- (c) To the extent that ActiveFence or its Affiliates cannot comply with a request (including, without limitation, any instruction, direction, code of conduct, certification, or change of any kind) from Client and/or its authorized users relating to Processing of Personal Data, or where ActiveFence considers such a request to be unlawful, ActiveFence (i) shall inform Client, providing relevant details of the problem, (ii) ActiveFence may, without any kind of liability towards Client, temporarily cease all Processing of the affected Personal Data (other than securely storing those data), and (iii) if the Parties do not agree on a resolution to the issue in question and the costs thereof, each Party may, as its sole remedy, terminate the Agreement and this DPA with respect to the affected Processing, and Client shall pay to ActiveFence all the amounts owed to ActiveFence or due before the date of termination. Client will have no further claims against ActiveFence (including, without limitation, requesting refunds for Services) due to the termination of the Agreement and/or the DPA in the situation described in this paragraph (excluding the obligations relating to the termination of this DPA set forth below).
 - (d) ActiveFence will not be liable in the event of any claim brought by a third party, including, without limitation, a Data Subject, arising from any act or omission of ActiveFence, to the extent that such is a result of Client's instructions.
- 2.3 Client's Processing of Personal Data. Client shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations and comply at all times with the obligations applicable to data Controllers (including, without limitation, Article 24 of the GDPR). For the avoidance of doubt, Client's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Client shall have sole responsibility for the means by which Client acquired and Process Personal Data. Without limitation, Client shall comply with any and all transparency-related obligations (including, without limitation, displaying any and all relevant and required privacy notices or policies) and shall have any and all required legal bases in order to collect, Process and transfer to ActiveFence the Personal Data and to authorize the Processing by ActiveFence of the Personal Data which is authorized in this DPA. Client shall defend, hold harmless and indemnify ActiveFence, its Affiliates and subsidiaries (including without limitation their directors, officers, agents, subcontractors and/or employees) from and against any liability of any kind related to any breach, violation or infringement by Client and/or its authorized users of any Data Protection Laws and Regulations and/or this DPA and/or this Section.

3. **RIGHTS OF DATA SUBJECTS**

If ActiveFence receives a request from a Data Subject to exercise its right to be informed, right of access, right to rectification, erasure, restriction of Processing, data portability, right to object, or its right not to be subject to a decision solely based on automated processing, including profiling ("**Data Subject Request**"), ActiveFence shall, to the extent legally permitted, promptly notify and forward such Data Subject Request to Client. Taking into account the nature of the Processing, ActiveFence shall use commercially reasonable efforts to assist Client by appropriate technical and

organizational measures, insofar as this is possible, for the fulfilment of Client's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. To the extent legally permitted, Client shall be responsible for any costs arising from ActiveFence's provision of such assistance.

4. ACTIVEFENCE PERSONNEL

- 4.1 Confidentiality. ActiveFence shall grant access to the Personal Data to persons under its authority (including, without limitation, its personnel) only on a need to know basis and ensure that such persons engaged in the Processing of Personal Data have committed themselves to confidentiality.
- 4.2 ActiveFence may disclose and Process the Personal Data (a) as permitted hereunder (b) to the extent required by a court of competent jurisdiction or other Supervisory Authority and/or otherwise as required by applicable laws or applicable Data Protection Laws and Regulations (in such a case, ActiveFence shall inform the Client of the legal requirement before the disclosure, unless that law prohibits such information on important grounds of public interest), or (c) on a "need-to-know" basis under an obligation of confidentiality to legal counsel(s), data protection advisor(s), accountant(s), investors or potential acquirers.

5. AUTHORIZATION REGARDING SUB-PROCESSORS

- 5.1.1 ActiveFence's current list of Sub-processors is included in Schedule 2 ("**Sub-processor List**") and is hereby approved by Data Controller. The Sub-processor List as of the date of execution of this DPA, or as of the date of publication (as applicable), is hereby, or shall be (as applicable), authorized by Client. In any event, the Sub-processor List shall be deemed authorized by Client unless it provides a written reasonable objection for reasons related to the GDPR within ten (10) business days following the publication of the Sub-processor List. Client may reasonably object for reasons related to the GDPR to ActiveFence's use of an existing Sub-processor by providing a written objection to privacy@activefence.com. In the event Client reasonably objects to an existing Sub-processor, as permitted in the preceding sentences, and the parties do not find a solution in good faith to the issue in question, then Client may, as a sole remedy, terminate the applicable Agreement and this DPA with respect only to those Services which cannot be provided by ActiveFence without the use of the objected-to Sub-processor by providing written notice to ActiveFence provided that all amounts due under the Agreement before the termination date with respect to the Processing at issue shall be duly paid to ActiveFence. Client will have no further claims against ActiveFence due to (i) past use of approved Sub-processors prior to the date of objection or (ii) the termination of the Agreement (including, without limitation, requesting refunds) and the DPA in the situation described in this paragraph.
- 5.1.2 ActiveFence shall provide notification of any new Sub-processor(s) before authorizing such new Sub-processor(s) to Process Personal Data in connection with the provision of the Services.
- 5.2 **Objection Right for New Sub-processors**. Client may reasonably object to ActiveFence's use of a new Sub-processor for reasons related to the GDPR by notifying ActiveFence promptly in writing within three (3) business days after receipt of ActiveFence's notice in accordance with the mechanism set out in this Section 6,

and such written objection shall include the reasons related to the GDPR for objecting to ActiveFence's use of such new Sub-processor. Failure to object to such a new Sub-processor in writing within three (3) business days following ActiveFence's notice shall be deemed as acceptance of the new Sub-Processor. In the event Client reasonably objects to a new Sub-processor, as permitted in the preceding sentences, ActiveFence will use reasonable efforts to make available to Client a change in the Services or recommend a commercially reasonable change to Client's use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Client. If ActiveFence is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Client may, as a sole remedy, terminate the applicable Agreement and this DPA with respect only to those Services which cannot be provided by ActiveFence without the use of the objected-to new Sub-processor by providing written notice to ActiveFence provided that all amounts due under the Agreement before the termination date with respect to the Processing at issue shall be duly paid to ActiveFence. Until a decision is made regarding the new Sub-processor, ActiveFence may temporarily suspend the Processing of the affected Personal Data. Client will have no further claims against ActiveFence due to the termination of the Agreement (including, without limitation, requesting refunds) and/or the DPA in the situation described in this paragraph.

- 5.3 **Agreements with Sub-processors.** ActiveFence or an ActiveFence Processor's on behalf of ActiveFence, has entered into a written agreement with its Sub-processors containing appropriate safeguards to the protection of Personal Data. Where ActiveFence engages a Sub-processor for carrying out specific Processing activities on behalf of the Client, the same or materially similar data protection obligations as set out in this DPA will be imposed on such new Sub-processor by way of a contract, in particular obligations to implement appropriate technical and organizational measures in such a manner that the Processing will meet the requirements of the applicable Data Protection Law and Regulation.

6. SECURITY

- 6.1 Controls for the Protection of Personal Data. Taking into account the nature of Processing, ActiveFence shall maintain all industry-standard technical and organizational measures required pursuant to Article 32 of the GDPR 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, Personal Data), confidentiality and integrity of Personal Data, as set forth in the Security Documentation which are hereby approved by Client. Upon the Client's request, ActiveFence will use commercially reasonable efforts to assist Client, at Client's cost, in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing, the costs of implementation, the scope, the context, the purposes of the Processing and the information available to ActiveFence.
- 6.2 Third-Party Certifications and Audits. Upon Client's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement and this DPA, ActiveFence shall make available to Client that is not a competitor of ActiveFence (or Client's independent third-party auditor that is not a competitor of ActiveFence) a copy or a summary of ActiveFence's

then most recent third-party audits or certifications, as applicable, provided, however, that such audits, certifications and the results therefrom, including the documents reflecting the outcome of the audit and/or the certifications, shall only be used by Client to assess compliance with this DPA, and shall not be used for any other purpose or disclosed to any third party without ActiveFence's prior written approval and, upon ActiveFence's first request, Client shall return all records or documentation in Client's possession or control provided by ActiveFence in the context of the audit and/or the certification . At Client's cost and expense, ActiveFence shall allow for and contribute to audits, including inspections of ActiveFence's, conducted by the controller or another auditor mandated by the controller (who is not a direct or indirect competitor of ActiveFence) provided that the parties shall agree on the scope, methodology, timing and conditions of such audits and inspections. Notwithstanding anything to the contrary, such audits and/or inspections shall not contain any information, including without limitation, Personal Data that does not belong to Client.

7. PERSONAL DATA INCIDENT MANAGEMENT AND NOTIFICATION

To the extent required under applicable Data Protection Laws and Regulations, ActiveFence shall notify Client without undue delay after becoming aware of an accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, including Personal Data transmitted, stored or otherwise Processed by ActiveFence or its Sub-processors of which ActiveFence becomes aware (a "**Personal Data Incident**").

ActiveFence shall make reasonable efforts to identify the cause of such Personal Data Incident and take those steps as ActiveFence deems necessary, possible and reasonable in order to remediate the cause of such a Personal Data Incident to the extent the remediation is within ActiveFence's reasonable control. The obligations herein shall not apply to incidents that are caused by Client or Client's users. In any event, Client will be the party responsible for notifying supervisory authorities and/or concerned data subjects (where required by Data Protection Laws and Regulations).

8. RETURN AND DELETION OF PERSONAL DATA

Subject to the Agreement, ActiveFence shall, at the choice of Client, delete or return the Personal Data to Client after the end of the provision of the Services relating to processing, and shall delete existing copies unless the Agreement, this DPA or applicable law requires storage of the Personal Data, and except for any Personal Data retained in general backups which shall be deleted periodically according to ActiveFence's backup policies. In any event, to the extent required or allowed by applicable law, ActiveFence may retain one copy of the Personal Data for evidence purposes and/or for the establishment, exercise or defence of legal claims and/or to comply with applicable laws and regulations. If the Client requests the Personal Data to be returned, the Personal Data shall be returned in the format generally available for ActiveFence's Clients.

9. AUTHORIZED AFFILIATES

9.1 Contractual Relationship. The Parties acknowledge and agree that, by executing the DPA, the Client enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates . Each

Authorized Affiliate agrees to be bound by the obligations under this DPA. All access to and use of the Services by Authorized Affiliates must comply with the terms and conditions of the Agreement, this DPA and Data Protection Laws and Regulation, and any violation of the terms and conditions therein by an Authorized Affiliate shall be deemed a violation by Client.

- 9.2 Communication. The Client shall remain responsible for coordinating all communication with ActiveFence under the Agreement and this DPA and shall be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

10. TRANSFERS OF DATA

- 10.1 Transfers to countries that offer adequate level of data protection. Personal Data may be transferred from the EU Member States, to the three EEA member countries (Norway, Liechtenstein and Iceland), (collectively, "EEA"), Switzerland and the United Kingdom (UK) to countries that offer adequate level of data protection under or pursuant to the adequacy decisions published by the relevant data protection authorities of the EEA, the Union, the Member States or the European Commission ("**Third Countries**" and "**Adequacy Decisions**", respectively), without any further safeguard being necessary.
- 10.2 Transfers to other countries. If the Processing of Personal Data includes transfers from the EEA or the UK to countries outside the EEA or the UK, respectively, which do not offer adequate level of data protection or which have not been subject to an Adequacy Decision ("**Other Countries**"), the Parties shall comply with Chapter V of the GDPR, including, if necessary, executing the Standard Contractual Clauses adopted by the relevant data protection authorities of the EEA, the Union, the Member States, the UK or the European Commission or comply with any of the other mechanisms provided for in the GDPR for transferring Personal Data to such Other Countries.
- 10.3 Without derogating from the generality of Sections 11.1 and 11.2, for the purpose of Chapter V of the GDPR, or similar provisions under any Applicable Laws and Regulation, ActiveFence may transfer Personal Data, including, without limitation, to Processors (in its role as a Controller), to Sub-Processors and/or an to ActiveFence Group member companies in Third Countries where such transfers are conducted in a lawful manner under the GDPR (or the UK GDPR), or to Other Countries where such Personal Data transfers are (i) governed by the applicable Standard Contractual Clauses, or (ii) otherwise based on an international agreement under Article 48 of the GDPR; or (iii) subject to a derogation under Article 49 of the GDPR.
- 10.4 Schedule 3 sets forth the applicable Standard Contractual Clauses applicable to the Parties engagement under this DPA.

11. TERMINATION

This DPA shall automatically terminate upon the termination or expiration of the Agreement under which the Services are provided. This DPA cannot, in principle, be terminated separately to the Agreement, except where the Processing ends before the termination of the Agreement, in which case, this DPA shall automatically terminate.

12. RELATIONSHIP WITH AGREEMENT

In the event of any conflict between the provisions of this DPA and the provisions of the Agreement, the provisions of this DPA shall prevail over the conflicting provisions of the Agreement.

Notwithstanding anything to the contrary in the Agreement and/or in any agreement between the parties and to the maximum extent permitted by law: (A) ActiveFence's (including ActiveFence's Affiliates') entire, total and aggregate liability, related to Personal Data or information, privacy, or for breach of, this DPA and/or Data Protection Laws and Regulations, including, without limitation, if any, any indemnification obligation under the Agreement or applicable law regarding data protection or privacy, shall be limited to the amounts paid to ActiveFence under the Agreement within twelve (12) months preceding the event that gave rise to the claim. This limitation of liability is cumulative and not per incident; (B) In no event will ActiveFence and/or ActiveFence Affiliates and/or their third-party providers, be liable under, or otherwise in connection with this DPA for: (i) any indirect, exemplary, special, consequential, incidental or punitive damages; (ii) any loss of profits, business, or anticipated savings; (iii) any loss of, or damage to data, reputation, revenue or goodwill; and/or (iv) the cost of procuring any substitute goods or services; and (C) The foregoing exclusions and limitations on liability set forth in this Section shall apply: (i) even if ActiveFence, ActiveFence Affiliates or third-party providers, have been advised, or should have been aware, of the possibility of losses or damages; (ii) even if any remedy in this DPA fails of its essential purpose; and (iii) regardless of the form, theory or basis of liability (such as, but not limited to, breach of contract or tort).

13. AMENDMENTS

This DPA may be amended at any time by a written instrument duly signed by each of the Parties.

14. LEGAL EFFECT

This DPA shall only become legally binding between Client and ActiveFence when the formalities steps set out in the Section "INSTRUCTIONS ON HOW TO EXECUTE THIS DPA" below have been fully completed. ActiveFence may assign this DPA or its rights or obligations hereunder to any Affiliate thereof, or to a successor or any Affiliate thereof, in connection with a merger, consolidation or acquisition of all or substantially all of its shares, assets or business relating to this DPA or the Agreement. Any ActiveFence obligation hereunder may be performed (in whole or in part), and any ActiveFence right (including invoice and payment rights) or remedy may be exercised (in whole or in part), by an Affiliate of ActiveFence.

15. ACCEPTANCE

The Parties represent and warrant that they each have the power to enter into, execute, perform and be bound by this DPA.

You, represent and warrant that you have, or you were granted, full authority to bind your organization and, as applicable, its Authorized Affiliates to this DPA. If you cannot, or do not have authority to, bind the organization and/or its Authorized Affiliates, you shall not supply or provide Personal Data to ActiveFence.

Client enters into this DPA on behalf of itself and, to the extent required or permitted under applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates, if and to the extent that ActiveFence processes Personal Data for which such Authorized Affiliates qualify as the/a "data controller".

List of Schedules

- SCHEDULE 1 - DETAILS OF THE PROCESSING
- SCHEDULE 2 - SUB-PROCESSOR LIST
- SCHEDULE 3 - TRANSFERS

SCHEDULE 1 - DETAILS OF THE PROCESSING

Subject matter

ActiveFence will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further instructed by Client in its use of the Services.

Nature and Purpose of Processing

1. Providing the Service(s) to Client, including Services operation, facilitation and accessibility by Client, for Client to be able to utilize them, including processing of Personal Data not directly provided by Client.
2. Validating, enhancing or negating Data Insight, as defined in the Agreement.
3. Setting up profile(s) for users authorized by Clients.
4. For ActiveFence to comply with documented reasonable instructions provided by Client where such instructions are consistent with the terms of the Agreement.
5. Performing the Agreement, this DPA and/or other contracts executed by the Parties.
6. Providing support and technical maintenance, if agreed in the Agreement.
7. Resolving disputes.
8. Enforcing the Agreement, this DPA and/or defending ActiveFence's rights or Data Subject's rights, as the case may be.
9. Management of the Agreement, the DPA and/or other contracts executed by the Parties, including fees payment, account administration, accounting, tax, management, litigation; and
10. Complying with applicable laws and regulations, including for cooperating with local and foreign tax authorities, preventing fraud, money laundering and terrorist financing.
11. All tasks related with any of the above.

Duration of Processing

Subject to any Section of the DPA and/or the Agreement dealing with the duration of the Processing and the consequences of the expiration or termination thereof, ActiveFence will Process Personal Data as per Clients' instructions, or, in the absence of such, for the duration of the Agreement, unless otherwise agreed upon in writing, or stipulated in ActiveFence's own Retention Policy

Categories of Personal Data

Client may submit Personal Data to the Services, the extent of which is determined and controlled by Client in its sole discretion, and which may include the following categories of Personal Data of Client's own Data Subjects (users and/or customers) as well as third parties relevant for the provision of the Services:

- User unique identifiers
- Online identifiers
- Online behavior
- Social media information and other publicly available information (including profiles, nicknames, social media behaviour and so forth)
- Location information (general)
- Personal Data that was manifestly made public by individuals
- [the Parties may add here additional categories of Personal Data as per the nature of the Agreement and specific Services as stipulated in the Order Form]

The Parties acknowledge that in some cases, Personal Data may be originated from sources which are not the Client's sources.

Categories of Data Subjects

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

- Client's users and/or customers
- Third party individuals relevant to the provision of the Services
- [the Parties may add here additional categories of Data Subjects as per the nature of the Agreement and specific Services as stipulated in the Order Form]

SCHEDULE 2 – SUB-PROCESSOR LIST

Entity Name	Sub-Processing Activities	Entity Country
Amazon Web Services	Provides storage and cloud compute services	US
Google Workspace	Reporting	US
IBM Compose	Messaging exchange	US
Snowflake	Data Storage and indexing	US
Tableau	BI Data analytics	US
Frontegg	User management infrastructure	US
Monday.com	Project data and dashboards	US

SCHEDULE 3 – DATA TRANSFERS

Preamble

According to the GDPR, Standard Contractual Clauses ensuring appropriate data protection safeguards can be used as a ground for data transfers from the EU or the EEA to Third Countries. This includes model contract clauses, so-called Standard Contractual Clauses (SCC) that have been pre-approved by the European Commission.

On 4 June 2021, the European Commission issued modernized Standard Contractual Clauses under the GDPR for data transfers from Controllers or Processors in the EU/EEA (or otherwise subject to the GDPR) to Controllers or Processors established outside the EU/EEA (and not subject to the GDPR), those available here.

Applicability of SCC to this DPA and Agreement

In the absence of Adequacy Decision, as per Section 11 of the DPA, the following modules of the Standard Contractual Clauses shall apply:

- **MODULE TWO: Transfer Controller to Processor, where the “Data Exporter” shall be the Client and the “Data Importer” shall be ActiveFence, with respect to any Personal Data shared or transferred by Client to ActiveFence under the Agreement and this DPA.**