



DATA PROTECTION ADDENDUM

This Data Protection Addendum (“*DPA*”) is an addendum to, and forms a part of, the Master Services Agreement (“*MSA*”) entered into by and between Client and Distil Networks, Inc. (“*Distil*”). This DPA reflects the Parties’ specific obligations regarding the processing of personal data and is without prejudice to any general obligations set forth in the Agreement. If the Client is not a Party to the MSA, then this DPA shall be null and void.

1. INTERPRETATION. For the purposes of this DPA, the terms below shall be interpreted as follows:

- 1.1. “*Client Auditor*” refers to an independent third-party auditor designated by Client. Client agrees that each Client Auditor must be: (i) reputable and qualified to perform the audits in question, (ii) not a competitor of Distil, and (iii) bound by a duty of confidentiality that is no less protective than the confidentiality provisions of the MSA. Client shall be solely responsible for the acts and omissions of any Client Auditor.
- 1.2. “*Client Personal Data*” refers to personal data for which Distil processes on behalf of Client during the course of providing the Services to Client.
- 1.3. “*EEA*” means the European Economic Area.
- 1.4. “*EU Data Protection Laws*” means (i) the GDPR; (ii) any national data protection laws made under, pursuant to, replacing or succeeding the GDPR, and (iii) any amendment to any of the laws referenced in sub-clauses (i) or (ii).
- 1.5. “*Fingerprints*” shall have the same meaning ascribed to it in the Specific Terms and Conditions for Distil’s Bot Defense Services located at www.distilnetworks.com/legal/enterprise-terms-of-use.
- 1.6. “*GDPR*” means EU General Data Protection Regulation (Regulation 2016/679).
- 1.7. “*Security Incident*” refers to a security incident leading to the accidental or unlawful destruction, loss or alteration, or the unauthorized disclosure of, or access to Client Personal Data.
- 1.8. “*Sub-processor*” refers to a processor that Distil appoints to process Client Personal Data on Distil’s behalf for the purpose of providing the Services to Client.
- 1.9. Terms “*personal data*”, “*processing*”, “*process*”, “*data subject*”, “*controller*”, and “*processor*” have the meanings given to them by the EU Data Protection Laws, to the extent that such concepts exist in such laws.
- 1.10. Terms such as “*include*”, “*including*”, and “*e.g.*,” shall not be interpreted as having a limiting effect, but rather shall be interpreted as referencing a non-exhaustive list, such as when using the phrases “including, but not limited to” or “including, without limitation.”
- 1.11. Any capitalized term not otherwise defined herein shall have the same meaning ascribed to it elsewhere in the Agreement.

2. GENERAL CLIENT OBLIGATIONS.

Without prejudice to Client’s obligations under the rest of the Agreement:

- (i) Client shall at all times comply with and process personal data in accordance with EU Data Protection Laws.

- (ii) To the extent that the EU Data Protection Laws require notice to be given to or consent to be obtained from a data subject in connection with any of the personal data processing activities contemplated by the Agreement, Client shall be solely responsible for providing any such notice and obtaining any such consent.
- (iii) Due to the nature of the Services, Client shall have sole responsibility for the accuracy, quality, and legality of Client Personal Data and the means by which Client acquired Client Personal Data.
- (iv) Data security is a shared responsibility. To that end, Distil shall perform its obligations under Section 3.10 (Security) of this DPA. As between the parties, Client shall be solely responsible for all other aspects regarding the security and integrity of Client Personal Data. Without limiting the generality of the preceding sentence, Client shall be solely responsible for the security and integrity of its systems and networks and for any and all passwords and other Access Protocols required in order to access the features and functions of the Service that are made available to it. Client shall immediately notify Distil in the event that it knows or reasonably suspects any passwords, Access Protocols, or portions of the Services that have been installed on Client's systems or in Client's network environment have been compromised.

3. PROCESSING OF CLIENT PERSONAL DATA. This Section 3 (Processing of Client Personal Data) shall only apply to those processing activities for which, and to the extent that, Distil processes Client Personal Data on behalf of Client as a processor.

3.1. Processor and Controller. The Parties acknowledge and agree that Distil is a processor and Client is a controller or processor, as applicable, of Client Personal Data under the EU Data Protection Laws.

3.2. Authorization by Third Party Controller. If the Client is a processor that processes Client Personal Data on behalf of a third-party controller, Client represents and warrants to Distil that Client's instructions and actions with respect to that Client Personal Data, including its appointment of Distil as another processor, have been authorized by the relevant controller.

3.3. Categories of Personal Data and Data Subjects. The data subjects to which Client Personal Data relates consist of users of the Covered Sites (as such term is defined in the Specific Terms for Bot Defense). The type of personal data of which Client Personal Data consists of the various types of Client Personal Data that may be contained in Client Content, if any.

3.4. Subject Matter of Data Processing. The Parties acknowledge and agree that the subject matter and details regarding the processing of Client Personal Data are set forth in the Agreement.

3.5. Client Instructions. The processing described in the Agreement constitutes Client's complete and final instructions regarding the processing of Client Personal Data. Distil shall process Client Personal Data pursuant to such instructions. Each Party shall immediately notify the other party if it reasonably believes that the processing of Client Personal Data pursuant to Client's instructions violates any EU Data Protection Law.

3.6. Data Subject Rights. Taking into consideration the nature of the Services and Distil's data retention policies, Distil will assist Client in complying with a data subject's requests to exercise the data subject's rights under Chapter III of the GDPR to the extent required by Article 28(3)(e) of the GDPR ("**Chapter III Assistance**"). Given the nature of the Services, Client acknowledges and agrees that: (i) there are instances in which it may not be possible for Distil to provide Chapter III Assistance (e.g., those processing activities whereby Distil acts merely as a conduit for Client Personal Data), and (ii) as a result, Distil is exempt under Article 28(3)(e) from having to provide, and shall have no obligations under this DPA to provide, Chapter III Assistance in those instances. Distil will notify Client if it receives a request from a data subject regarding the data subjects rights under Chapter III of the GDPR in so far as they pertain to Client Personal Data, and Client shall be solely responsible for responding to any such requests and shall ensure that it responds to all such requests in compliance with EU Data Protection Laws. Client shall reimburse Distil for time and resources expended and reasonable costs incurred for any assistance provided by Distil pursuant to this Section 3.6 (Data Subject Rights). All reimbursement rates shall be reasonable, taking into account the time and resources expended, as well as the costs incurred, by Distil.

- 3.7. Data Protection Impact Assessment, Prior Consultation.** Distil shall, where reasonable and necessary, support Client in a data protection impact assessment, and if appropriate, in the subsequent consultation of the supervisory authority with regard to Articles 35 and 36 of the GDPR. Client shall reimburse Distil for the time and resources expended and reasonable costs incurred for any such support. All reimbursement rates shall be reasonable, taking into account the time and resources expended, as well as the costs incurred, by Distil.
- 3.8. Retention of Personal Data.** Client acknowledges and agrees that, due to the nature of the processing activities contemplated under the Agreement, Distil acts merely as a conduit for Client Personal Data. As such, nothing in the Agreement shall obligate Distil to backup, archive, or otherwise make copies of, or to provide Client with copies of, Client Personal Data. Except as otherwise agreed by the Parties, promptly after the end of the provisioning of Services to which the processing of Client Personal Data relates, Distil will delete Client Personal Data that is still in its possession, unless otherwise required by the laws of the EU and/or an EU member state.
- 3.9. Confidentiality.** Distil will ensure that each of its employees and Sub-processors that Distil authorizes to process Client Personal Data are bound by either a contractual or other legal duty to maintain the confidentiality of Client Personal Data.
- 3.10. Security.** Without limiting Client's other obligations under the Agreement, pursuant to Article 28(3)(c) and Article 32 of the GDPR, Distil shall implement appropriate technical and organizational measures to help ensure an appropriate level of security for Client Personal Data processed by Distil.
- 3.11. Security Incidents.** Distil shall notify Client without undue delay in the event that Distil becomes aware of any Security Incident involving Client Personal Data. Taking into consideration the nature of the processing of Client Personal Data and the information available to Distil, Distil shall reasonably assist Client with Client's obligations under Article 33 and Article 34 of the GDPR by providing the Client with such information in Distil's possession that is strictly necessary for Client to comply with Article 33 and Article 44. Distil's notification of or response to a Security Incident under this Section 3.11 (Security Incidents) will not be construed as an acknowledgement by Distil of any fault or liability with respect to the Security Incident.
- 3.12. Audit Rights.** Upon Client's request, Distil shall make available to Client or the relevant Client Auditor information regarding Distil's compliance with this DPA, which, at Distil's reasonable discretion, such information may be in the form of the third-party certifications and audits relating to Distil's systems and networks that Distil makes certifications and audits generally available to its customers. Client may contact Distil's Data Protection Officer to request an on-site audit of Distil's procedures relevant to the protection of Client Personal Data. Before the commencement of any such on-site audit, Client and Distil shall mutually agree upon the scope, timing and duration of the audit in addition to the reimbursement rate for which Client shall be responsible to pay Distil. Client shall reimburse Distil for any time and resources expended for and costs incurred in connection with any audit performed by Client or any Client Auditor. All reimbursement rates shall be reasonable, taking into account the time and resources expended, as well as costs incurred, by Distil. Client shall ensure that any audits performed by Client or any Client Auditor do not unduly interfere with Distil's business operations, including Distil's ability to provide products and services. Client shall be solely responsible for the acts and omissions of any Client Auditor. Client shall promptly notify Distil with information regarding any non-compliance discovered during the course of an audit.
- 3.13. Cross-Border Transfers.** Client acknowledges and agrees that Distil and its Sub-processors may transfer Personal Data outside of the EEA. Client shall cooperate with Distil to ensure that such cross-border transfers are conducted in compliance with Article 44 of the GDPR, including, if necessary, entering into Standard Contractual Clauses (Processor) (See OJ L 39, 12.2.2010, p. 5) with Distil.

3.14. Sub-processors.

- 3.14.1. Authorization to Appoint Sub-processors.** Client hereby expressly authorizes Distil to appoint Distil's Affiliates and to appoint other third parties as Sub-processors of Client Personal Data in connection with Distil's

performance of the Services. Distil shall enter into a written agreement with each Sub-processor pursuant to Article 28(4) of the GDPR.

3.14.2. List of Sub-processors. Distil shall list Sub-processors that are currently appointed by Distil to process Client Personal Data at <https://portal.distilnetworks.com> or such other webpage that Distil may designate from time to time (the “*Sub-processor List*”). Distil shall periodically update the applicable web page to reflect any changes to the list of Sub-processors appointed by Distil, including the appoint of new Sub-processors and the replacement or termination of Sub-processors. Distil will provide Client with notice of the appointment of a new Sub-processor by adding the Sub-processor’s name to the Sub-processor List before the Sub-processor commences the relevant processing activities.

3.14.3. Right to Object. Client may object to the appointment of any new Sub-processor by providing Distil with written notice of such objection within fifteen (15) days of the date on which Distil first lists the Sub-processor on the Sub-processor List (the “*Notice Date*”). In the event that Client objects to the appointment of a new Sub-processor, Distil and Client will, in good faith, engage in discussions regarding Client’s objection. If upon the conclusion of such discussions, Client and Distil are unable to resolve such objections or find an alternative work-around, then Client may terminate the Order(s) that relate to the processing activities that the Sub-processor at issue would undertake. If Client does not provide a timely objection to any new Sub-processor pursuant to this Section 3.14.3 (Right to Object), Customer will be deemed to have consented to the appointment of such Sub-processor and waived its right to object to such Sub-processor. Client agrees that: (i) it will only object to the appointment of a new Sub-processor in good faith on reasonable grounds directly relating to compliance with the EU Data Protection Laws, and (ii) Distil may use a new Sub-processor to perform the relevant processing activities while the objection procedure set forth in this Section 3.14.3 (Right to Object) is in process.

3.14.4. Liability for Sub-processors. Distil shall be liable for the acts or omissions of each Sub-processor to the extent that such acts or omissions constitute a breach of Distil’s obligations under this DPA.

- 4. PROCESSING AS CONTROLLER.** Client acknowledges and agrees that, during the course of providing the Services, Distil may collect and/or generate personal data as a controller in connection with its provisioning of the Services. Such processing activities include the processing of names and contact information (e.g., phone numbers, email addresses, and addresses) of Client employees, agents, contractors or representatives and Fingerprints, to the extent that any such information constitutes personal data. For more information regarding such processing activities, please see Distil’s Privacy Policies located at www.distilnetworks.com/privacy. For the avoidance of doubt, to the extent that Fingerprints are comprised of personal data, Distil shall be deemed to be a data controller of such personal data. For the further avoidance of doubt, Section 3 (Processing of Client Personal Data) of this DPA shall not apply to the processing activities described under this Section 4 (Processing as Controller).
- 5. PROTECTION OF INFORMATION.** Any information that Distil makes available to Client or a Client Auditor pursuant to this DPA shall be treated as Distil’s Confidential Information. Client shall protect all such information pursuant to the confidentiality provisions of the MSA. Notwithstanding any other term hereof, Distil may redact any commercial information, or any information unrelated to compliance with this DPA or the purpose of the agreed audit (including any information pertaining to Distil’s customers and/or end users, or any cost, quality or contract management reports). In addition to the foregoing, Distil shall have the right not to disclose any information where the disclosure of such information would, in Distil’s reasonable opinion, would infringe any applicable law, rule, or regulation or any contractual obligation.
- 6. LIMITATION OF LIABILITY.** Distil’s and its Affiliates’ liability, taken together in the aggregate, arising from or relating to the Agreement, including this DPA, whether in contract, tort or under any other theory of liability, is subject to the ‘Limitation of Liability’ section of the MSA, and any reference in such section to the liability of Distil means the aggregate liability of Distil and all of its Affiliates.
- 7. DATA PRIVACY OFFICER.** Distil’s primary point of contact for all processing activities described herein shall be Distil’s Data Privacy Officer, who may be contacted at:

Address: Distil Networks, Inc.
Attn: Data Privacy Officer
4501 N Fairfax Drive, Suite 200
Arlington, VA 22203

Email: dpo@distilnetworks.com