



Kespry Data Processing Addendum

This Data Processing Addendum (“DPA”) forms part of the Terms of Use Agreement (“EULA”) or other written or electronic agreement (both collectively referred herein as “Commercial Agreement” or “Agreement”) between Kespry and Customer to reflect our agreement about the processing of Personal Data (as defined in Section 1) in connection with Kespry products and services (“Kespry Services” or “Services”) in accordance with requirements of applicable Data Protection Laws (as defined in Section 1). References to the Agreement shall include this DPA.

This DPA includes the Data Processing Terms and the attached annexes (the Standard Contractual Clauses in Schedule 2, Appendices 1 & 2). This DPA will be effective on the date of the last signature. If Customer makes any deletions or other revisions to this DPA, and such deletions or revisions have not been expressly authorized by Kespry, then this DPA shall be null and void.

Customer	Kespry, Inc.
<i>Address shall be the address of Customer as set forth in the Agreement</i>	<i>Address shall be the address of Kespry, Inc. as set forth in the Agreement</i>
<i>Customer’s signature on the Agreement shall constitute its agreement to this DPA</i>	<i>Kespry’s signature on the Agreement shall constitute its agreement to this DPA</i>



Data Processing Terms

1. Definitions

Capitalized terms used herein and not defined have the meaning ascribed to such terms in the Agreement. The terms “**Process/Processing**,” “**Data Controller**,” “**Member State**,” “**Data Processor**,” and “**Data Subject**” will have the meanings ascribed to them in the GDPR.

“**Authorized Employees**” means Kespry’s employees who have a need to know or otherwise access Personal Data to enable Kespry to perform its obligations under this DPA.

“**Authorized Persons**” means (i) Authorized Employees; and (ii) Kespry’s Subprocessors.

“**Data Protection Laws**” means all laws and regulations, including the GDPR, and other laws and regulations of the European Union, the European Economic Area and their member states, applicable to the Processing of Personal Data under the Agreement.

“**Data Security Schedule**” is the document that sets forth Kespry’s technical and organizations security measures, located at [REDACTED], which may be updated from time to time.

“**GDPR**” means 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.

“**Kespry Services or “Services”**” means the network security solution, customer support services or any other services provided under the Agreement where Kespry Processes Customer’s Personal Data.

“**Framework**” means the Personal Data, categories of Data Subjects, activities, and security measures described in **Schedule 1**.

“**Personal Data**” will have the meaning ascribed to the term in the GDPR, as such Personal Data is received by Kespry by or on behalf of Customer and Processed in connection with the Kespry Services.

“**Personal Data Breach**” means a breach of security of the Kespry Services leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data.

“**Standard Contractual Clauses**” or “**Clauses**” means the agreement by and between Kespry and Customer and attached hereto as **Schedule 2** pursuant to the European Commission’s decision of 5 February 2010 on Standard Contractual Clauses under Directive 95/46/EC of the European Parliament and of the Council for the transfer of Personal Data to Data Processors established in third countries that do not ensure an adequate level of data protection.

“**Subprocessor**” means any Processor engaged by Kespry to Process the Personal Data provided by Customer to Kespry as part of the Kespry Services. For the avoidance of doubt, colocation data center facilities and transit providers are not Subprocessors under this DPA.

“**Technical and Organizational Security Measures**” or “**Security Measures**” means those measures aimed at protecting Personal Data against accidental or unlawful destruction, accidental loss, alteration, unauthorized disclosure or access, in particular where the Processing involves the transmission of data over a network, and against all other unlawful forms of Processing.

2. **Applicability of this DPA.** This DPA applies only to the extent that Kespry Processes Personal Data of Data Subjects located in the EU/EEA on behalf of Customer.

3. Governing Terms

With respect to the Framework:

- 3.1. General terms and conditions of the Services are specified in the Agreement.
- 3.2. The Services are governed both by the terms of the Agreement and those of this DPA, including the Data Security Schedule, to the extent Customer has purchased any Product that includes Cloud Services as defined in the Data Security Schedule.
- 3.3. If there is a conflict between any provision or component of the Agreement and a provision or component of this DPA as applied to the Framework, the terms of this DPA will prevail over the conflicting terms in the Agreement.



4. Details of the Processing

- 4.1. Customer, as a Data Controller, appoints Kespry, as a Data Processor, to Process the Personal Data on Customer's behalf (as applicable). In some circumstances, Customer may be a Data Processor; in this case, Customer appoints Kespry as a Subprocessor. In both cases, Kespry remains a Processor with respect to Customer for the Processing activities under this DPA.
- 4.2. Kespry shall not, at any time, transfer or allow any Subprocessor or other person to transfer Personal Data across borders except as permitted under this DPA.

5. Kespry's Responsibilities

- 5.1 Kespry shall Process the Personal Data only for the purposes set forth in the Agreement or this DPA and only in accordance with the documented instructions from Customer, as set forth in **Schedule 1**, as modified in writing from time to time by the parties, unless required to do otherwise by applicable law to which Kespry is subject. In such a case, Kespry shall inform Customer of that legal requirement before Processing, unless that law prohibits the provision of such information on important grounds of public interest.
- 5.2 Kespry shall ensure that its relevant employees, agents and contractors receive appropriate training regarding their responsibilities and obligations with respect to the processing, protection, and confidentiality of the Personal Data.

6. Security

- 6.1 Kespry will implement and maintain appropriate Technical and Organizational Security Measures to protect against Personal Data Breaches and to preserve the security and confidentiality of Personal Data processed by Kespry on behalf of Customer in the provision of the Kespry Services. These Security Measures are subject to appropriate technical progress and development. Kespry may update or modify the Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Kespry Services and that Kespry shall notify Customer promptly of any materially adverse variation in the Security Measures that may threaten the security of Personal Data.
- 6.2 Customer agrees that it is solely responsible for its use of the Kespry Services, including securing its account authentication credentials (as applicable), and that Kespry has no obligation to protect Personal Data that Customer elects to store or transfer outside of Kespry's and Authorized Person's systems (e.g., offline or on-premises storage).

7. Subprocessors

Kespry may engage Subprocessors (including Kespry's affiliates) to provide aspects of the Kespry Services and related technical support services, provided that such Subprocessors provide sufficient guarantees to implement appropriate Technical and Organizational Security Measures in accordance with this DPA. Customer consents to Kespry and its affiliates subcontracting the Processing of Personal Data located in the Kespry Services to Subprocessors in accordance with this DPA and the Clauses. Any such Subprocessors will be permitted to obtain Personal Data only to deliver the services Kespry has retained them to provide, and they are prohibited from using Personal Data for any other purpose. The Subprocessors currently engaged by Kespry are identified in **Schedule 1**.

8. Data Subjects' Requests

- 8.1 Kespry shall assist Customer, at no additional cost, as reasonably practicable, in the fulfilment of Customer's obligation to respond to requests by Data Subjects for exercising their rights under GDPR Articles 15 to 22 [Right Of Access, Right To Rectification, Right To Erasure, Right To Restriction Of Processing, Right To Data Portability, Right To Object, And Right Not To Be Subject To Decisions Based Solely On Automated Processing, Including Profiling]. Kespry shall respond to Customer's request for assistance in responding to a request from a Data Subject under GDPR Articles 15 to 22 promptly and in any event within five (5) business days after receiving Customer's written notice.



8.2 If the Data Subject makes the request directly to Kespry, Kespry shall promptly inform Customer by providing a copy of the request. Customer shall be responsible for responding to the Data Subject's request, and Kespry shall assist as set forth above.

9. Oversight.

Kespry shall deal promptly and properly with all inquiries from Customer relating to its Processing of the Personal Data.

- 9.1. Kespry shall make available to Customer all information and written documents necessary to demonstrate compliance with the obligations set forth in this DPA, and allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer or government authorities as permitted in the GDPR.
- 9.2. Kespry shall promptly inform Customer if, in its opinion, an instruction infringes applicable law, the GDPR or other data protection provisions.
- 9.3. Kespry shall promptly notify Customer about: (i) any legally binding request for disclosure of the Personal Data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation, and (ii) any request received directly from any Data Subject, without responding to that request, unless it has been otherwise authorized to do so.

10. Safeguards for Cross-border Transfers. Kespry will during the term of this DPA:

- 10.1. Maintain appropriate safeguards with respect to the Personal Data and make available to Data Subjects the rights and legal remedies with respect to the Personal Data as required under Article 46(1) of the GDPR.
- 10.2. Be bound by the terms of the Standard Contractual Clauses Controller to Processor attached to this DPA as **Schedule 2**.
- 10.3. Use commercially reasonable efforts to require its Subprocessors performing under this DPA to do the same.

11. Liability Limitation

If Kespry and Customer enter into Standard Contractual Clauses as described above, then the total combined liability of Kespry towards Customer, on the one hand, and Customer toward Kespry, on the other hand, under or in connection with the Agreement and all those Clauses combined will be limited to the maximum monetary or payment-based liability amount set out in the Agreement.

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Schedule 1
Processing Details

1. Nature and purpose of the Processing

Kespry will Process Personal Data only as necessary to perform the Services pursuant to the Agreement, as further specified in the applicable Documentation, and as further instructed by Customer through its use of the Services.

2. Duration of the Processing

The duration of the Processing corresponds to the duration of the Agreement.

3. Categories of Personal Data to be Processed

The Processing concerns the following categories of Personal Data:

- Contact information including first and last name, title, position, company, email address, phone number, physical business address
- Login and account information, including screen name, unique user ID, excluding any passwords.
- Purchase history and invoicing information
- MAC addresses (as applicable through a customer support case)

4. Types of Kespry Personal Data

- Personal data (name, address, and title)
- Contact details (telephone number, mobile phone number, email address, fax number, work address data)
- Customer history
- System access / usage / authorization data

5. Special categories of Personal Data (if appropriate)

Kespry does not process any special categories of Personal Data.

6. List of Subprocessors Used by Service Provider

A list of Kespry's Subprocessors can be accessed at the following online link: <https://Kespry.box.com/v/GDPR>. Please contact Kespry's privacy team at privacy@Kespry.com with any questions regarding our Subprocessors.

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Schedule 2
Commission Decision C (2010)593

Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organization: Customer

Address: As set forth in the Agreement

Tel.: As set forth in the Order; e-mail: As set forth in the Order

(the data exporter)

And

Name of the data importing organization: Kespry, Inc.

Address: 4040 Campbell Ave., #200, Menlo Park, CA 94025

Tel. 1-650-434-5048- e-mail: privacy@Kespry.com

(the data importer)

each a “party”; together “the parties”,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

- (a) *'personal data'*, *'special categories of data'*, *'process/processing'*, *'controller'*, *'processor'*, *'data subject'* and *'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organizational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;



- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

- (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
- (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract



The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter: Customer

Address: As set forth in the Agreement

Other information necessary in order for the contract to be binding (if any):

The Data Exporter's signature on the Agreement shall constitute its agreement to these Standard Contractual Clauses

On behalf of the data importer: Kespry, Inc.

Address: 4040 Campbell Ave. #200, Menlo Park, CA 94025 U.S.A.

Other information necessary in order for the contract to be binding (if any): N/A



The Data Importer's signature on the Agreement shall constitute its agreement to these Standard Contractual Clauses

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

Data exporter is "Customer."

Data importer

Data importer is "Kespri, Inc."

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

- Employees, agents, advisors, independent contractors of data exporter (who are natural persons)

Categories of data

The categories of data are as listed on **Schedule 1** to this DPA.

Special categories of data (if appropriate)

The special categories of data (if any) are as listed on **Schedule 1** to this DPA.

Processing operations

Any basic processing activities and processing of personal data by data importer is solely for the performance of the Services as further described in the Agreement.

The personal data transferred may be subject to the following basic processing activities: collect, store, retrieve, consult, use, erase or destruct, disclose by transmission, disseminate or otherwise make available data exporter's data as described herein, as necessary and required to provide Services in accordance with the Agreement or the data exporter's instructions.



Data Exporter	Data Importer
Customer	Kespry, Inc.
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<i>The Data Exporter's signature on the Agreement shall constitute its agreement to these Standard Contractual Clauses</i>	<i>The Data Importer's signature on the Agreement shall constitute its agreement to these Standard Contractual Clauses</i>



APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c): please see the Data Security Schedule.

Data Importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data provided to Data Importer, as described in the Data Security Schedule, which are incorporated into this Appendix 2 by reference and are binding on Data Importer. Data Importer will not materially decrease the overall security has described herein during the period of Processing.

Data Exporter	Data Importer
Customer	Kespry, Inc.
<i>Address shall be the address of Customer as set forth in the Agreement</i>	<i>Address shall be the address of Kespry, Inc. as set forth in the Agreement</i>
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