DATA PROCESSING ADDENDUM

DATE: 24-September-2020

PARTIES:

This Data Processing Addendum sets out the terms and conditions that will apply to the processing of personal data under or in connection with the agreement entered into between you (**Customer**, **you** or **your**) and a Faronics Entity (such Faronics Entity being **Faronics**, **we**, **us** or **our**) in respect of the provision of services by that Faronics Entity to you (the **Agreement**) . For the purposes of this Data Processing Addendum, **Faronics Entity** means either Faronics Corporation, Faronics Technologies USA Inc., Faronics Pte. Ltd., or Faronics (EMEA) Ltd (as applicable). For the avoidance of doubt, each Faronics Entity that is not a party to the Agreement shall not be a party to this Data Processing Addendum.

TERMS AND CONDITIONS:

1   For the purposes of this Data Processing Addendum, the terms **controller**, **data subject**, **personal data**, **processing**, **processor** and **supervisory authority** shall have the meaning given to those terms in Regulation (EU) 2016/679 (**GDPR**).

2   In respect of personal data we process on your behalf of you under the Agreement:

2.1   the parties agree that, to the extent that the Customer is a controller of the personal data, Faronics shall be the processor. Faronics, to the extent it is acting as processor in respect of such personal data, agrees to:

   (a)   process the personal data only on the documented instructions from the Customer and for the purposes of carrying out Faronics' obligations under the Agreement, unless required to do otherwise by European Union (**EU**), EU Member State or other law to which Faronics is subject. In such a case, Faronics shall inform the Customer of that legal requirement before processing (unless that law prohibits such information on important grounds of public interest);

   (b)   ensure that Faronics' personnel authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

   (c)   not transfer the personal data outside of the European Economic Area unless such transfer is: (i) to a country or territory which has been formally recognized by the European Commission as affording personal data an adequate level of protection; or (ii) otherwise safeguarded by mechanisms recognized and approved by the European Commission from time to time. Where any such transfer is to a sub-processor based outside of the European Economic Area and outside of a country or territory which has

been formally recognized by the European Commission as affording personal data an adequate level of protection, then you hereby authorise Faronics as agent for and on your behalf to enter into the European Commission's controller to processor standard contractual clauses with such sub-processor. For the purposes of such standard contractual clauses, you shall be the data exporter and the sub-processor shall be the data importer;

(d)   taking 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 the varying likelihood and severity of rights and freedoms of natural persons, in relation to the Customer's personal data, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk including considering those measures referred to in Article 32 of the GDPR ('*Security of processing*');

(e)   taking into account the nature of the processing, at the Customer's cost, assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising data subjects' rights laid down in Chapter III ('*Rights of the data subject*') of the GDPR;

(f)   taking into account the nature of the processing and information available to Faronics, at the Customer's cost, provide assistance to the Customer in order to assist the Customer in ensuring the Customer's compliance with the obligations set out in GDPR Article 32 ('*Security of processing*'), Article 33 ('*Notification of a personal data breach to the supervisory authority*'), Article 34 ('*Communication of a personal data breach to the data subject*'), Article 35 ('*Data protection impact assessment*'), and Article 36 ('*Prior consultatio*n'), in each case solely in relation to personal data processed by Faronics on behalf of the Customer;

(g)   at the option and cost of the Customer, delete or return to the Customer after the end of the provision of services relating to processing all the Customer's personal data, and delete existing copies unless English, EU, EU Member State or other law requires storage of the personal data. For the avoidance of doubt this does not oblige Faronics to alter, modify, delete or destroy backup tapes or other backup or archived media made in the ordinary course of business; and

(h)   at the Customer's cost, subject to Faronics' security and confidentiality requirements and no more than once per calendar year, permit reasonable audits and inspections conducted by the Customer or an auditor appointed by the Customer (and, for clarity, for the purposes of this paragraph (h) at the Customer's cost includes, without limitation, Faronics' costs (including time incurred) of assisting the Customer or the Customer appointed auditor in respect of such audit);

2.2   the Customer consents to Faronics engaging additional processors to process the personal data, and consents to the engagement of those third parties that are processors engaged by Faronics as at the date of the Agreement, as at the date of this Data Processing Addendum and/or as at the date of each previous version of this Data Processing Addendum;

2.3   Faronics shall inform the Customer of any intended changes concerning the addition or replacement of such processors thereby giving the Customer the opportunity to reasonably object to such addition or replacement (grounds for objection being non-compliance of the GDPR), in which case Faronics will use reasonable efforts to make a change to the applicable services or recommend a commercially reasonable change to avoid processing by such a processor. If Faronics is unable to make or recommend such a change, the Customer may terminate the applicable, affected services only;

2.4   Faronics shall ensure that the arrangement between it and each processor contemplated by paragraphs 1.2.2 and 1.2.3 is governed by a written contract including the same data protection obligations as those set out in this Data Processing Addendum which are required by Article 28(3) of the GDPR;

2.5   the Customer shall (at its own cost) provide assistance requested by Faronics in relation to the fulfilment of Faronics' obligation to cooperate with the relevant supervisory authority under Article 31 GDPR;

2.6   the Customer warrants, represents and undertakes to Faronics that:

(a)   the Customer has all authority, grounds, rights and consents necessary to enable Faronics and its processors to process the personal data in accordance with the GDPR for the purposes of this Data Processing Addendum and the Agreement;

(b)   Faronics' and its processors' use of the personal data in accordance with the terms of this Data Processing Addendum for the purposes of the performance of this Data Processing Addendum and the Agreement shall not cause the Customer, Faronics or such processors to be in breach of any laws or regulations (including any and all applicable data privacy laws); and

(c)   the Customer shall comply with the GDPR and all other applicable laws and regulations, relevant industry codes of practice and guidance in relation to the processing of personal data;

3   For the avoidance of doubt, Faronics' total liability set out in the Agreement shall, without limitation, apply in aggregate to Faronics' liability arising out of or in connection with the Agreement, Faronics' liability arising out of or in connection with this Data Processing

Addendum and Faronics' liability arising out of or in connection with any and all previous versions of this Data Processing Addendum.

4   Faronics may revise this Data Protection Addendum at any time by replacing it with a new version on our website at https://www.faronics.com/legal/gdpr. Please check this page from time to time to take notice of any changes made, as they are binding on you.

5   The governing law and jurisdiction provisions of the Agreement shall apply to this Data Processing Addendum.

6   Unless otherwise prohibited by law, any person who is not a party to the Agreement has no rights to enforce any term of this Data Processing Addendum.

7   Unless otherwise set out in this Data Processing Addendum, all other terms of an Agreement will remain in effect. In the event of any conflict or inconsistency between the terms of an Agreement and the terms of this Data Processing Addendum, the terms of this Data Processing Addendum shall prevail.

8   This Data Processing Addendum shall automatically terminate as between Faronics and the Customer on the date this Data Processing Addendum is replaced with a new version in accordance with paragraph 4 or on the date on which the Agreement terminates, whichever is the earlier date.