MASTER SOFTWARE AS A SERVICE AGREEMENT

This Master Software as a Service Agreement ("*Agreement*") is made as of (the "*Effective Date*"), between **Ketryx Corporation,** a Delaware corporation having its address at One Main Street, Suite 510, Cambridge, MA 02142 ("*Provider" or "Ketryx*") and the Customer, with principal offices at ("*Customer*").

1.   DEFINITIONS.

"Affiliates" means (a) an entity of which a party directly or indirectly owns fifty percent (50%) or more of the stock or other equity interest, (b) an entity that owns at least fifty percent (50%) or more of the stock or other equity interest of a party, or (c) an entity which is under common control with a party by having at least fifty percent (50%) or more of the stock or other equity interest of such entity and a party owned by the same person, but such entity shall only be deemed to be an Affiliate so long as such ownership exists.

"Customer Data" means all data, information, software, and other materials submitted by Customer to the Services.

"Documentation" means any user guide, help information and other documentation and information regarding the Services that is delivered by Provider to Customer in electronic or other form, if any, including any updates provided by Provider from time to time.

"Ketryx Platform" means Ketryx proprietary software, provided as a web-based application for the purpose of providing access to and use of Ketryx Products.

"Ketryx Products" means the applications made available to Customer by Ketryx on the Ketryx Platform pursuant to an Order Form.

"Services" means Ketryx Platform, Ketryx Product, Professional Services, and Support Services made available by Provider to Customer as may be mutually agreed to by the parties in an Order Form.

"Subscription/s" means as detailed in Section 2.3 below.

"Subscription Term" means the period of time during which Customer is permitted to use the Services hereunder, as specified in the applicable Order Form and including all renewals or extensions thereof.

"Support Services" means the services as defined and detailed in the Service Level Agreement (the "**SLA**"), attached as Exhibit C to this Agreement.

2.   PROVIDER SERVICES.

> 2.1   **Order Forms.** This Agreement will be implemented through one or more written orders that reference this Agreement and contain such information as generally illustrated and attached hereto as **Exhibit A** (*Order Forms*). Any change to the terms of this Agreement within an Order Form will apply only to the Services described therein. Provider may provide the Services directly, or indirectly using contractors or other third party vendors or service providers. Customer may enter into Order Forms on behalf of its Affiliates, provided that Customer shall remain responsible and liable for all obligations under such Order Forms.

2.2   **Services.** Subject to all terms and conditions of this Agreement, Provider will provide the Services described in an applicable Order Form. Provider grants Customer a non-exclusive, non-transferable, non-sublicensable right and license to use the Services and access the Ketryx Platform solely for Customer's internal business purposes in accordance with the Documentation for the applicable term of the Order Form.   For clarity, the Services are provided on a software-as-a-service basis. Provider may use third-party hosting providers and other service providers to support the provision of the Services in the ordinary course of its business, i.e., not specifically for Customer (collectively, "**Ordinary Course Providers**"). Provider reserves the right to engage and substitute Ordinary Course Providers as it deems appropriate, provided, however, Provider shall remain responsible to Customer for the provision of the Services under this Agreement.

2.3   **Subscriptions.** Unless otherwise provided in the applicable Order Form, (a) Services are purchased as subscriptions, (b) subscriptions may be added during a Subscription Term, with the term for such additional subscription(s) to be prorated for the portion of that Subscription Term remaining at the time the mid-term subscriptions are added, and (c) any added subscriptions will terminate on the same date as the Subscription Term.

2.4   **Customer Data Access**. Customer hereby grants to Provider a worldwide, non-exclusive, royalty-free license and right to use, copy, access, process, reproduce, perform, display, modify, distribute and transmit the Customer Data for the purpose of providing the Services to Customer.

2.5   **Account Access.** Provider will provide Customer with access privileges that permit Customer to access and manage its Ketryx Platform account ("*Customer Account*"). Customer is solely responsible for the activity that occurs on the Customer Account, its IT environment, and for keeping the Customer Account password secure. Customer may never use another person's user account or registration information for Provider's Services without permission. Customer must notify Provider immediately of any change in Customer's eligibility to use Provider's Services, and of any discovered or otherwise suspected Customer's breach of security or unauthorized use of the Customer Account. Customer shall be responsible and liable for the acts or omissions of any person who accesses the Ketryx Platform using passwords or access procedures provided to or created by Customer.

2.6   **Professional Services.** To the extent applicable, Provider will use commercially reasonable efforts to provide Customer with professional services which may include deployment and integration, consulting, development, and such other services as detailed in the Statement of Work ("**SOW**"), attached as **Exhibit B** hereto ("**Professional Services**"). The Customer shall pay Provider the Professional Services fee as detailed in the applicable Order Form and SOW.

2.7   **Service Level Agreement.** Provided that Customer is in compliance with the terms and conditions of this Agreement, Provider shall use commercially reasonable efforts to provide the Services in accordance with the SLA attached as **Exhibit C**.

2.8   **Modifications.** Provider reserves the right to modify or discontinue the Ketryx Platform (in whole or in part) at any time by giving thirty (30) days' prior

written notice to Customer, provided that in the event such modification or discontinuance materially reduces the functionality of the Ketryx Platform in accordance with this Agreement, Customer may terminate this Agreement upon at least fifteen (15) days' prior written notice to Provider and receive a pro-rated refund of any pre-paid unused Fees, as defined below. If Provider provides Customer with any upgrades, patches, enhancements, or fixes for Provider's Services, then the items that are provided will become part of Provider's Services and subject to this Agreement. However, Provider shall have no obligation under this Agreement to provide any upgrades, patches, enhancements, or fixes to Customer for Provider's Services.

2.9 **Feedback.** All Customer (i) suggestions for correction, change or modification to the Ketryx Platform, (ii) evaluations, (iii) benchmark tests, and (iv) other feedback, information and reports provided to Provider hereunder (collectively, "*Feedback*"), will be the property of Provider and Customer shall and hereby does assign any rights in such Feedback to Provider. Customer agrees to assist Provider, at Provider's expense, in obtaining intellectual property protection for such Feedback, as Provider may reasonably request.

2.10 **Cooperation.** Customer acknowledges that the Services may require the reasonable cooperation of Customer personnel, as may be requested by Provider from time to time. Without limiting the foregoing, where agreement, approval, acceptance, consent or similar action by Customer is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld, and Customer acknowledges that any delay or failure on the part of Customer to provide the same will relieve Provider of its obligations under any Order Form for the pendency of such delay or failure.

2.11 Free or Beta Services and Products.

(a) Customer may receive access to certain Ketryx Products or Ketryx Product's features on a free, fully discounted or trial basis, or as an alpha, beta or early access offering ("**Free or Beta Products**"). Use of Free or Beta Products is subject to this Agreement and any additional terms specified by Ketryx, such as the applicable scope and term of use.

(b) At any time, Ketryx may terminate or modify Customer's use of Free or Beta Products or modify Free or Beta Products, without any liability to Customer. For modifications to Free or Beta Products or Customer's use, Customer must accept those modifications to continue accessing or using the Free or Beta Products.

(c) Free or Beta Products may be inoperable, incomplete or include errors and bugs or features that Ketryx may never release, and their features and performance information are Ketryx's Confidential Information.

(d) **Notwithstanding anything else in this Agreement, to the maximum extent permitted by Law, Ketryx provides no warranty, indemnity, service level agreement or support for Free or Beta Products and its aggregate liability for Free or Beta Products is limited to US$100.**

3. **NON-PROVIDER Services**

3.1 **Acquisition of Non-Ketryx Products and Services**. Ketryx or third parties may make available third-party products or services, including, for example, third party applications and implementation, and other consulting services ("**Non-Ketryx Services**"). Any acquisition by Customer of such Non-Ketryx Services, and any exchange of data between Customer and any

3

Non-Ketryx Services provider, is solely between Customer and the applicable Non-Ketryx Services provider. Ketryx does not warrant or support Non-Ketryx Services.

3.2 **Non-Ketryx Services and Customer Data.** If Customer installs or enables a Non-Ketryx Services for use with the Service, Customer grants Ketryx permission to allow the provider of such Non-Ketryx Services to access Customer Data as required for the interoperation of such Non-Ketryx Services with the Service. Ketryx is not responsible or liable for any disclosure, modification or deletion of Customer Data resulting from access by Non-Ketryx Services. Ketryx is not responsible or liable to Customer if Customer installs, connects, enables, uses or shares any Integration, feature, workflows, actions, or suggestions authored or made available by an entity other than Ketryx.

4. **PROPRIETARY RIGHTS.**

4.1 **Intellectual Property Rights to the Services and the Documentation.** Except for the limited rights and licenses expressly granted to Customer hereunder, no other license or right are granted, no other use is permitted and Provider (and its licensors) shall retain all rights, title and interests to registered or unregistered worldwide intellectual property rights, including copyrights, trademarks, service marks, trade secrets, patents, patent applications and moral rights (*"Intellectual Property Rights"*) in and to the Services and the Documentation, including all ideas, concepts, inventions, systems, platforms, software, interfaces, tools, utilities, templates, forms, techniques, methods, processes, algorithms, know-how, trade secrets and other technologies, implementations and information that are used by Provider in providing the Services.

4.2 **Restrictions.** Except as expressly permitted in this Agreement, Customer shall not directly or indirectly (a) use any of Provider's Intellectual Property Rights and/or Confidential Information to create any service, software, documentation or data that is similar to or competes with any aspect of the Services, (b) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code of the Services, or the underlying ideas, algorithms or trade secrets therein, (c) use the Documentation for any reason other than for receiving the Services, (d) encumber, sublicense, transfer, rent, lease, time-share or use the Services in any service bureau arrangement or otherwise for the benefit of any third party, (e) copy, distribute, manufacture, adapt, create derivative works of, translate, localize, port or otherwise modify any aspect of the Services, (f) use or allow the transmission, transfer, export, re-export or other transfer of any product, technology or information it obtains or learns pursuant to this Agreement (or any direct product thereof) in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction, (g) perform or attempt to perform any performance or penetration testing, including, but not limited to Approved Scanning Vendors (ASV), Black box, Grey box, White box or any of their blend or combination, or (h) permit any third party to engage in any of the foregoing proscribed acts.

4.3 **Intellectual Property Rights to the Customer Data.** Except for the limited rights and licenses expressly granted to Provider under this Agreement, no other license is granted, no other use is permitted, and Customer shall retain all rights, title and interests (including all Intellectual Property Rights) in and to the

Customer Data, which shall be deemed to be the Confidential Information (defined below) of Customer.

5. **DATA PRIVACY.**

> 5.1 Customer agrees to obtain and maintain all rights and permissions necessary for Customer use of the Services. Customer shall not to transmit or make otherwise available Sensitive Personal Information to the Services.

"*Sensitive Personal Information*" means an individual's financial information, sexual orientation, political orientation, race, health or medical information protected under any health data protection laws or any other type of information protected as sensitive personal information or a special category of personal information under applicable data protection or privacy laws.

> 5.2 To the extent that, in connection with the Ketryx Platform or Services, Customer provides any Customer Data that contains "Personal Data" or "Personal Information", Provider will process and maintain Customer Data consistent with its Data Processing Addendum, which is attached at **Exhibit D** and hereby incorporated by reference (the "*DPA*").

> 5.3 Customer agrees that Provider shall have a perpetual, worldwide, non-exclusive, irrevocable right and license to use, store, copy, create derivatives, archive Customer Data (i) to create anonymized compilations and analyses of Customer Data ("**Aggregate Data**"), (ii) to create reports, evaluations, benchmarking tests, studies, analyses and other work product from Aggregate Data ("**Reports**") and (iii) to create, develop, enhance algorithms, machine learning and other generally available tools in connection with the Services using anonymous Customer Data. Provider shall have exclusive ownership rights to, and the exclusive right to use, such Aggregate Data and Reports for any purpose, including, but not limited to product improvement and marketing to other customers of the Services; provided, however, that Provider shall not distribute Aggregate Data and Reports in a manner that is identifiable as Customer Data.

6. **CONFIDENTIALITY.**

> 6.1 **Confidentiality Obligations.** During the term of this Agreement, from time to time, either party may disclose (**"*Disclosing Party*"**) or make available to the other party (**"*Receiving Party*"**), whether orally, electronically or in physical form, confidential or proprietary information concerning the Disclosing Party and/or its business, products or services in connection with this Agreement (together, **"*Confidential Information*"**). Confidential Information of each party includes, without limitation, business plans, customer relationships, acquisition plans, systems architecture, information systems, computer programs and codes, processes, methods, operational procedures, finances, budgets, policies and procedures, product plans, projections, analyses, plans or results, the existence of any business dealings or agreements between Customer and Provider, and any other information which is normally and reasonably considered confidential. Each party agrees that during the term of this Agreement and thereafter: (a) it will use Confidential Information belonging to the Disclosing Party solely for the purposes of this Agreement; and (b) it will not disclose Confidential Information belonging to the Disclosing Party to any third party (other than the Receiving Party's employees, contractors and/or professional advisors on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as stringent as

those contained herein) without first obtaining the Disclosing Party's written consent. Upon request by the Disclosing Party, the Receiving Party will return all copies of any Confidential Information to the Disclosing Party.

6.2   **Confidentiality Exclusions.** For purposes hereof, Confidential Information will not include any information that the Receiving Party can establish by convincing written evidence: (a) was previously known by the Receiving Party; (b) was independently developed by the Receiving Party without use of or reference to any Confidential Information belonging to the Disclosing Party; (c) was acquired by the Receiving Party from a third party having the legal right to furnish same to the Receiving Party without disclosure restrictions; or (d) was at the time in question (whether at disclosure or thereafter) generally known by or available to the public (through no fault of the Receiving Party).

6.3   **Required Disclosures.** Nothing herein shall prevent a Receiving Party from disclosing any Confidential Information as necessary pursuant to any court order, lawful requirement of a governmental agency or when disclosure is required by operation of law (including disclosures pursuant to any applicable securities laws and regulations); provided that prior to any such disclosure, the Receiving Party shall use reasonable efforts to (i) promptly notify the Disclosing Party in writing of such requirement to disclose and (ii) cooperate with the Disclosing Party in protecting against or minimizing any such disclosure or obtaining a protective order.

6.4   Injunctive Relief. The parties acknowledge and agree that the disclosure of Confidential Information may result in irreparable harm for which there is no adequate remedy at law. The parties therefore agree that the Disclosing Party may be entitled to seek an injunction in the event the Receiving Party violates or threatens to violate the provisions of this Section 6, and that no bond will be required. This remedy will be in addition to any other remedy available at law or equity.

7.   **PAYMENTS.**

7.1   **Fees.** Customer agrees to pay Provider all fees and expenses in the amounts and at the times specified in the applicable Order Form (the "***Fees***").

7.2   **Taxes.** Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "***Taxes***"). Customer is responsible for paying all Taxes associated with the Services under this Agreement and all Order Forms, excluding Taxes based solely on Provider's net income. If Provider is deemed to have the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Provider with a valid tax exemption certificate authorized by the appropriate taxing authority.

7.3   **Payment Terms.** Unless specified otherwise or subject to a good faith dispute, and except as may be otherwise set forth in an Order Form, all amounts due hereunder shall be paid in full (without deduction, set-off or counterclaim) within thirty (30) days following the invoice date.

7.4   Expenses. Where indicated on an applicable Order Form and/ or SOW, Customer agrees to pay all of Provider's out of pocket costs and expenses incurred by Provider in the performance of its obligations under this Agreement including, without limitation, amounts incurred for air fare, travel, automobile rental, accommodations and an employee per diem.

7.5   Future Functionality. Customer agrees that Customer's purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Provider regarding future functionality or features.

8.   **WARRANTIES AND DISCLAIMERS.**

8.1   General.   Each party represents and warrants that: (a) it is a duly organized and validly existing under the laws of the jurisdiction in which it is organized; (b) it has full power and authority, and has obtained all approvals, permissions and consents necessary, to enter into this Agreement, to perform its obligations and to grant the rights hereunder; (c) this Agreement is legally binding upon it and enforceable in accordance with its terms; and (d) the execution, delivery and performance of this Agreement does not and will not conflict with any agreement, instrument, judgment or understanding, oral or written, to which it is a party or by which it may be bound.

8.2   **Customer.** Customer represents and warrants to Provider that Customer shall (a) be responsible and liable for the Customer Account and for all activities that occur through Customer use of the Services, (b) access and use the Services only in accordance with this Agreement and applicable laws and government regulations, (c) be responsible and liable for the accuracy and legality of Customer Data and shall have all other rights as may be necessary to permit the access, use and distribution of Customer Data as contemplated by this Agreement.

8.3   **Provider.**

(a)   <u>Services Warranty</u>.   Provider warrants that the Services will operate materially in accordance with the Documentation during the term of the applicable Order Form. This warranty applies only to currently supported versions of the Ketryx Products that are used in unmodified form in accordance with the Documentation and the Agreement. If Customer promptly notify Ketryx of an error that Ketryx determines is a breach of this warranty (the "**Breach Notice**"), Ketryx will use commercially reasonable efforts to correct the error. If Ketryx determines that it is not commercially feasible to correct the error, either party may terminate the applicable Order Form for the applicable Ketryx Product. In which case, Customer will receive a pro-rated refund of any pre-paid unused Fees for the period following the Breach Notice. The remedies provided in this Section are Customer sole and exclusive remedies for a breach of the services warranty provided in this Section.

(b)   <u>Other Warranties</u>. Provider warrants that: (i) it will perform the Services in compliance with all applicable laws, rules and regulations; and (ii) it uses industry standard methods to scan the Services for viruses, Trojan horse, and other harmful code.

8.4   **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR RESULT IN ANY OUTCOME, OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, PROVIDER HEREBY DISCLAIMS (FOR ITSELF AND ITS SUPPLIERS) ALL

OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

9. **INDEMNIFICATION.**

9.1 **Provider.**

(a) <u>Indemnity</u>. Except as provided below, Provider agrees to defend Customer against any claim by a third party that the Services infringe a valid US patent (issued as of the Order Effective Date), or any copyright or trade secret, of such third party and indemnify Customer for settlement amounts or damages, liabilities, costs and expenses (including reasonable attorneys' fees) awarded and resulting from such claim. If the Services become or, in Provider's opinion, is likely to become the subject of any injunction preventing its use as contemplated herein, Provider may, at its option (i) obtain for Customer the right to continue using the Services or (ii) replace or modify the infringing portions of the Services so that it becomes non-infringing without substantially compromising its principal functions. If (i) and (ii) are not reasonably available to Provider, then it may (iii) terminate this Agreement upon written notice to Customer and refund to Customer any Fees for the Services that were pre-paid for the then-current term, pro-rated for the remainder thereof. The foregoing states the entire liability of Provider, and Customer's exclusive remedy, with respect to any actual or alleged violation of intellectual property rights by the Services, any part thereof or its use or operation.

(b) <u>Exclusions</u>. Provider shall have no liability or obligation hereunder with respect to any claim based upon (i) any use of the Services not strictly in accordance with this Agreement or in an application or environment for which it was not designed or contemplated, (ii) any Customer Data, (iii) modifications, alterations, combinations or enhancements not created by or for Provider, (iv) any portion of the Services that implements Customer's requirements, or (v) Customer's continuing allegedly infringing activity after being notified thereof or its continuing use of any version after being provided modifications that would have avoided the alleged infringement.

9.2 **Customer.** Customer agrees to defend Provider against any claim by a third party that is related to (i) Provider's authorized use of any Customer Data, or (ii) Customer's breach of any representation, warranty, covenant or other agreement made herein, and to indemnify Provider for settlement amounts or damages, liabilities, costs and expenses (including reasonable attorneys' fees) awarded and arising out of such claims.

9.3 **Procedures.** Any claim for indemnification hereunder requires that (a) the indemnified party provides prompt written notice of the claim and reasonable cooperation, information, and assistance in connection therewith, and (b) the indemnifying party shall have sole control and authority to defend, settle or compromise such claim. The indemnifying party shall not make any settlement that requires a materially adverse act or admission by the indemnified party without the indemnified party's written consent (such consent not to be unreasonably delayed, conditioned or withheld). The indemnifying party shall not be liable for any settlement made without its prior written consent.

10. **LIMITATION OF LIABILITY.**

10.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL

EITHER PARTY, ITS AFFILIATES OR THEIR EMPLOYEES, AGENTS, CONTRACTORS, OFFICERS OR DIRECTORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

10.2 EXCEPT FOR ANY BREACH OF INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 9 OR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN NO EVENT SHALL EITHER PARTY'S CUMULATIVE AND AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE FEES PAID TO PROVIDER BY CUSTOMER UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY. THE LIMITATIONS IN THIS SECTION SHALL APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF THE NON-BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

11.   **TERM AND TERMINATION.**

11.1   Term of Agreement. This Agreement commences on the date of Acceptance and continues until all Subscription Terms hereunder have expired or have been terminated.

11.2   **Term of Purchased Subscriptions.** The Subscription Term shall be and shall renew as specified in the applicable Order Form. Subscriptions will automatically renew for additional periods equal to the expiring Subscription Term, unless either party gives the other notice of non-renewal at least forty-five (45) days before the end of the relevant Subscription Term. The pricing during any automatic renewal term, as described in the Order Form, will be the same as that during the immediately prior term unless Provider has given Customer written notice of a pricing increase at least sixty (60) days before the end of that prior Subscription Term, in which case the pricing increase will be effective upon renewal and thereafter.

11.3   Termination. A party may terminate this Agreement (i) thirty (30) days after providing written notice to the other party of a material breach of its obligations under this Agreement if such breach remains uncured at the expiration of such 30-day period, (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, or (iii) upon ten (10) days' written notice to the other party if the other party is in material breach of this Agreement more than two (2) times notwithstanding any cure of such breaches.

11.4   Effects of Termination. Upon any expiration or termination of any Order Form or this Agreement, all corresponding rights, obligations and licenses of the parties shall cease, except that (a) all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) shall survive; (b) Customer shall cease using the Services (if Customer continues to use the Services, then Provider reserves the right to continue to charge Customer); (c) upon Customer's request, Provider shall return all Customer Data in a format mutually agreed by the parties to the extent it is technically feasible for Provider to do so (provided that Provider may retain any Aggregate Data in its possession or control, and except as stated herein, Provider shall have no obligation to maintain or provide Customer Data, and may, in its sole discretion, delete or destroy all

copies of Customer Data in Provider's systems or otherwise in Provider's possession or control, unless legally prohibited); and (d) the provisions of Sections 2.9 (Feedback), 4 (Proprietary Rights), 6 (Confidentiality), 7 (Payments), 8.4 (Disclaimers), 9 (Indemnification), 10 (Limitation of Liability), 12 (General Provisions) and this Section 11.4 shall survive.

12. **GENERAL PROVISIONS.**

12.1 Entire Agreement. This Agreement (including the Order Forms) constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties regarding the subject matter of this Agreement (and all past dealing or industry custom). In the event of any conflict between the terms of this Agreement and the terms of any Order Form, the terms of the Order Form shall control. In the event of any conflict between the terms of this Agreement, the Order Form, and the DPA, the order of precedence shall be as following: first Order Form, second the Agreement, third the DPA. This Agreement may be executed in one or more counterparts, each of which shall be an original, but taken together constituting one and the same instrument. Execution of a facsimile/electronic copy shall have the same force and effect as execution of an original, and a facsimile/ electronic signature shall be deemed an original and valid signature. No change, consent or waiver under this Agreement will be effective unless in writing and signed by the party against which enforcement is sought. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is in English only, which language shall be controlling in all respects.

12.2 **Governing Law.** Each party agrees that this Agreement is governed by and shall be construed in accordance with the laws of the State of Delaware, in all respects, without regard to choice or conflicts of law rules, and that all disputes arising out of or relating to this Agreement are limited to the exclusive jurisdiction and venue of the state and federal courts located in the State of Delaware. Each party hereby consents to and waives any objections with respect to such jurisdiction and venue. The United Nations Convention on the International Sale of Goods does not apply to this Agreement.

12.3 **Remedies.** Except as specifically provided otherwise herein, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity. Each party agrees that, in the event of any breach or threatened breach of Section 3 or 4, the non-breaching party will suffer irreparable damage for which it will have no adequate remedy at law. Accordingly, the non-breaching party shall be entitled to injunctive and other equitable remedies to prevent or restrain such breach or threatened breach, without the necessity of posting any bond.

12.4 **Notices.** All notices under this Agreement will be in writing, in English and delivered to the parties at their respective addresses or email addresses stated herein or at such other address designated by written notice. Notices will be deemed to have been duly given when received, if personally delivered; upon the first business day after sending by email; when receipt is electronically confirmed,

if transmitted by facsimile; the day after being sent, if sent for next day delivery by recognized overnight delivery service; or upon receipt, if sent by certified or registered mail, return receipt requested. Unless otherwise is required by law, the notices to each Party shall be delivered via email. For Provider, to legal@ketryx.com, and for Customer to _____.

12.5 **Force Majeure.** In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement (except payment obligations) due to any cause beyond its reasonable control including, without in any way limiting the generality of the foregoing, fire, explosion, earthquake, storm, flood, strike, war, insurrection, riot, act of God or the public enemy, failures in any telecommunications, network or other service or equipment that are not within a party's reasonable control, unauthorized access, breach of firewalls or other hacking by third parties, instructions of Government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement), the affected party's performance shall be excused or extended for the period of delay or inability to perform due to such occurrence.

12.6 Publicity. Customer hereby grants Provider a limited, non-transferable (except to the extent this Agreement is transferred by Provider in accordance with Section 11.7), non-exclusive license to include Customer's name and standard logo within lists of customers utilizing Provider's services, both on Provider's public-facing website and in marketing and promotional materials. Customer also hereby grants Provider a limited, non-transferable (except to the extent this Agreement is transferred by Provider in accordance with Section 11.7), non-exclusive license to issue press releases referencing the relationship between the parties. In connection with such activity, Provider may also use and display Customer's name and standard logo in such press releases.

12.7 **Assignment.** This Agreement and the rights and obligations hereunder may not be assigned, in whole or in part, by either party without the other party's written consent, not to be unreasonably withheld. However, without consent, Provider may assign this Agreement to (a) an Affiliate or (b) any successor to all or substantially all of its business that concerns this Agreement (whether by sale of assets or equity, merger, consolidation or otherwise). This Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of each party hereto.

12.8 **Third Party Beneficiaries.** This Agreement is entered into solely between, and may be enforced only by, Customer and Provider. This Agreement will not be deemed to create any rights in third parties or to create any obligations of a party to any third parties.

12.9 **Independent Contractors.** The parties shall be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

12.10 Export Compliance. The Services, and other technology Provider may make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that

it is not named on any U.S. government denied-party list. Customer shall not access or use and shall not permit to access or use any Service or Customer Account in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS A SEALED INSTRUMENT, EFFECTIVE AS OF THE DATE AND YEAR FIRST WRITTEN ABOVE.

EXHIBIT A

ORDER FORM

EXHIBIT B

STATEMENT OF WORK

Exhibit C

SERVICE LEVEL AGREEMENT

Support Services includes Ketryx's identification, diagnosis, and correction of errors by help desk technicians ("**Support Services**"). Ketryx will provide Support Services involving direct communication with Customer representatives, whom Customer shall pre-identify. Customer may purchase enhanced support services separately at Ketryx's then current rates. Ketryx will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

Customer must report incidents to Ketryx. Once a case is reported, Ketryx begins measuring response time. For High Severity (Severity 1 or 2) Incidents as described below, the Customer must call Ketryx support immediately so that the process of verifying the Incident can begin. First Response Time for Severity 1 or 2 Incidents begins upon the call made to Ketryx support.

Exceptions to the support availability requirement include: (a) acts or omission by Customer to extent such act, omission, access or use does not strictly comply with this Agreement or the Documentation; (b) Customer's internet connectivity; (c) a Force Majeure Event; (d) failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by Ketryx or its subcontractors pursuant to this Agreement; or (e) scheduled Downtime.

Severity Level	Incident Description	Target First Response Time
1	A critical Incident that results in a complete system outage or major application failure and prevents Ketryx from performing critical Ketryx Product functions that have immediate impact upon development, configuration or scanning of Customer Data. There is no workaround available.	48 hours
2	A serious Incident that prevents the execution of a critical Ketryx Services function, causing disruption of the operation of such Ketryx Services. It causes serious impact in the processing of Ketryx Services and there is no acceptable workaround.	72 hours
3	An Incident that does not prevent the execution of a critical Ketryx Services function and does not impact data integrity. The problem may be reasonably circumvented using an available workaround.	3 business days
4	An inquiry and/or low-impact process issue. Examples include cosmetic defects on screens, errors in documentation, or an enhancement request.	5 business days

Ketryx shall make the Ketryx Services available, as measured over the course of each calendar month during the Term (each such calendar month, a "**Service Period**"), at least 99.5% of the time, excluding only the time the Ketryx Services are not Available solely as a result of one or more Exceptions ("**Availability Requirement**"). "**Available**" means the Ketryx Services are available and operable for access and use by Customer and its users over the internet in full conformity with the Documentation.

DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**Addendum**") supplements the Master Services Agreement (the "**Agreement**") entered into by and between Customer ("**Customer**") and Ketryx Corporation ("**Ketryx**"). This Addendum incorporates the terms of the Agreement, and any terms not defined in this Addendum shall have the meaning set forth in the Agreement.

1. **DEFINITIONS**

    1.1   "**Data Protection Law(s)**" means the relevant data protection and data privacy laws, rules and regulations to which the Customer Personal Data are subject. "**Applicable Data Protections Law(s)**" shall include, but not be limited to, EU General Data Protection Regulation 2016/679 ("**GDPR**") principles and requirements, and the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. ("**CCPA**").

    1.2   "**Controller**" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

    1.3   "**Personal Data**" shall have the meaning assigned to the terms "personal data" or "personal information" under Applicable Data Protection Law(s).

    1.4   "**Process**," "**Processes**," "**Processing**," "**Processed**" means any operation or set of operations which is performed on data or sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction.

    1.5   "**Processor**" means a natural or legal person, public authority, agency or other body which Processes Customer Personal Data on behalf of Customer subject to this Addendum.

    1.6   "**Technical and Organizational Measures Documentation**" means the technical and organizational measures documentation applicable to the Services purchased by Customer, as described in summaries of the then-current ISO 13485, ISO 14971, IEC 62304 and SOC 2 audit reports (or comparable industry-standard successor report) that Ketryx generally makes available to its customers as updated from time to time, or otherwise made reasonably available by Ketryx.

    1.7   "**Security Incident(s)**" means the breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data Processed by Ketryx.

    1.8   "**Services**" means any and all services that Ketryx performs under the Agreement.

2. **PROCESSING OF DATA**

    2.1   The rights and obligations of the Customer with respect to this Processing are described herein. Customer shall, in its use of the Services, at all times Process Personal Data, and provide instructions for the Processing of Personal Data, in compliance with the Data Protection Laws. Customer shall ensure that its instructions comply with all laws,

rules and regulations applicable in relation to the Personal Data, and that the Processing of Personal Data in accordance with Customer's instructions will not cause Ketryx to be in breach of the Data Protection Laws. Customer is solely responsible for the accuracy, quality, and legality of (i) the Personal Data provided to Ketryx by or on behalf of Customer, (ii) the means by which Customer acquired any such Personal Data, and (iii) the instructions it provides to Ketryx regarding the Processing of such Personal Data. Customer shall not provide or make available to Ketryx any Personal Data in violation of the Agreement.

2.2   Ketryx shall not Process Personal Data (i) for purposes other than those set forth in the Agreement, (ii) in a manner inconsistent with the terms and conditions set forth in this Addendum or any other documented instructions provided by Customer, including with regard to transfers of personal data to a third country or an international organization and (iii) in violation of the Data Protection Laws. Customer hereby instructs Ketryx to Process Personal Data in accordance with the foregoing and as part of any Processing initiated by Customer in its use of the Services.

2.3   The subject matter, nature, purpose, and duration of this Processing, as well as the types of Personal Data collected and categories of Data Subjects, are described in Exhibit A to this Addendum.

2.4   Following completion of the Services, at Customer's choice, Ketryx shall return or delete the Personal Data, unless further storage of Personal Data is required by applicable law. If Customer and Ketryx have entered into Standard Contractual Clauses as described in Section 7 (Transfers of Personal Data), the parties agree that the certification of deletion of Personal Data that is described in Clause 12(1) of the Standard Contractual Clauses shall be provided by Ketryx to Customer only upon Customer's request.

3.   CCPA. The parties acknowledge and agree that Ketryx is a service provider for the purposes of the CCPA. Ketryx shall not sell any personal information received from customer that is subject to the CCPA and will not retain, use or disclose any such personal information except as necessary for the specific purpose of performing the services as set forth in the agreement with customer, or otherwise as set forth in the agreement or permitted by the CCPA. Ketryx certifies that it understands the rules, restrictions, requirements and definitions of the CCPA.

4.   AUTHORIZED EMPLOYEES

4.1   Ketryx shall take commercially reasonable steps to ensure the reliability and appropriate training of any Authorized Employee.

4.2   Ketryx shall ensure that all Authorized Employees are made aware of the confidential nature of Personal Data and have executed confidentiality agreements that prevent them from disclosing or otherwise Processing, both during and after their engagement with Ketryx, any Personal Data except in accordance with their obligations in connection with the Services.

4.3   Ketryx shall take commercially reasonable steps to limit access to Personal Data to only Authorized Employees.

5.   AUTHORIZED SUB-PROCESSORS

5.1   Customer acknowledges and agrees that Ketryx may (i) engage the authorized sub-processors listed in Exhibit B to this Addendum ("**Authorized Sub-Processors**") to access and Process Personal Data in connection with the Services and (ii) from time to

time engage additional third parties for the purpose of providing the Services, including without limitation the Processing of Personal Data ("**Sub-Processors**"). By way of this Addendum, Customer provides general written authorization to Ketryx to engage Sub-Processors as necessary to perform the Services.

5.2   In addition to Authorized Sub-Processors, Ketryx may add other Sub-Processors by providing the customer with at least ten (10) days prior notice before enabling any Sub-Processor other than Authorized Sub-Processors to access or participate in the Processing of Personal Data. Customer may reasonably object to such an engagement on legitimate grounds by informing Ketryx in writing within ten (10) days of receipt of the aforementioned notice by Customer. Customer acknowledges that certain Sub-Processors are essential to providing the Services and that objecting to the use of a Sub-Processor may prevent Ketryx from offering the Services to Customer.

5.3   If Customer reasonably objects to an engagement in accordance with Section 5.2, and Ketryx cannot provide a commercially reasonable alternative within a reasonable period of time, either party may terminate the Agreement.

5.4   If Customer does not object to the engagement of a third party in accordance with Section 5.2 within ten (10) days of notice by Ketryx , that third party will be deemed an Authorized Sub-Processor for the purposes of this Addendum.

5.5   Ketryx will enter into a written agreement with the Authorized Sub-Processor imposing on the Authorized Sub-Processor data protection obligations comparable to those imposed on Ketryx under this Addendum with respect to the protection of Personal Data. In case an Authorized Sub-Processors fails to fulfill its data protection obligations under such written agreement with Ketryx, Ketryx will remain responsible to Customer for the performance of the Authorized Sub-Processor's obligations under such agreement.

5.6   If Customer and Ketryx have entered into Standard Contractual Clauses as described in Section 7 (Transfers of Personal Data), the above authorizations will constitute Customer's prior written consent to the subcontracting by Ketryx of the processing of Personal Data if such consent is required under the Standard Contractual Clauses.

6.   **SECURITY OF PERSONAL DATA.** 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 varying likelihood and severity for the rights and freedoms of natural persons, Ketryx shall maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk of processing personal data.

7.   **TRANSFERS OF PERSONAL DATA**

7.1   The parties agree that Ketryx may transfer Personal Data processed under this Addendum outside the European Economic Area ("**EEA**") or Switzerland as necessary to provide the Services. If Ketryx transfers Personal Data protected under this Addendum to a jurisdiction for which the European Commission has not issued an adequacy decision, Ketryx will ensure that appropriate safeguards have been implemented for the transfer of Personal Data in accordance with Data Protection Laws.

7.2   For the purposes of any transfer of Personal Data to countries which are not deemed to provide an adequate level of data protection, the parties agree to enter into the Standard Contractual Clauses which are incorporated into this DPA by reference as set forth in Exhibit C to this Addendum ("**EU SCC**").

7.3   UK Transfer Mechanism. To the extent the Personal Data is subject to UK Data Protection Laws (i.e. all laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018), Parties agree to process such Personal Data in compliance with the EU SCCs and the International Data Transfer Addendum to the EU SCC issued by the UK Information Commissioner´s Office ("**UK Addendum**"), which are incorporated herein by reference and form an integral part of this DPA, with the following modification:

(a)   The EU SCCs shall be deemed amended as specified by Part 2 of the UK Addendum;

(b)   Tables 1 to 3 in Part 1 of the UK Addendum shall be deemed completed respectively with the information set out in this DPA, including the exhibits hereto (as applicable);

(c)   In Table 4 of the UK Addendum, both the data importer and data exporter may end the UK Addendum.

7.4   Swiss Transfer Mechanism. To the extent the Personal Data is subject to the Swiss new Federal Act on Data Protection ("**nFADP**"), the Parties shall take all such measures as are necessary to ensure that the processing is in compliance with the nFADP. Parties agree to subject all data processing to the GDPR standard, and process such Personal Data in compliance with the EU SCCs, which are incorporated herein in full by reference and form an integral part of this DPA, with the following modification:

(a)   If the data transfers are subject to the nFADP, the competent supervisory authority is the Federal Data Protection and Information Commissioner (Feldeggweg 1, CH - 3003 Bern, Switzerland) (FDPIC).

(b)   The term "Member State" may not be interpreted in such a way that affected persons in Switzerland are excluded from the possibility of claiming their rights at their habitual residence in accordance with Clause 18 (c) of the EU SCC, therefore the Swiss courts are the alternative place of jurisdiction for persons with habitual residence in Switzerland.

8.   **RIGHTS OF DATA SUBJECTS**

8.1   Ketryx shall, to the extent permitted by law, notify Customer upon receipt of a request by a Data Subject to exercise one or more of the following Data Subject's rights: (i) access, (ii) rectification, (iii) erasure, (iv) data portability, (v) restriction or cessation of Processing, (vi) withdrawal of consent to Processing, and/or (vii) objection to being subject to Processing that constitutes automated decision-making (such requests individually and collectively "**Data Subject Request(s)**"). If Ketryx receives a Data Subject Request in relation to Customer's data, Ketryx will advise the Data Subject to submit their request to Customer and Customer will be responsible for responding to such request, including, where necessary, by using the functionality of the Services. Customer is solely responsible for ensuring that Data Subject Requests for erasure, restriction or cessation of Processing, or withdrawal of consent to Processing of any Personal Data are communicated to Ketryx, and for ensuring that a record of consent to Processing is maintained with respect to each Data Subject.

9.   **AUDIT, COOPERATION AND COMPLIANCE**

9.1   Ketryx shall, taking into account the nature of the Processing and the information available to Ketryx, provide Customer with reasonable cooperation and assistance where necessary for Customer to comply with its obligations under the GDPR to conduct a data protection impact assessment and/or to demonstrate such compliance, provided that Customer does not otherwise have access to the relevant information.

9.2   Ketryx shall, taking into account the nature of the Processing and the information available to Ketryx, provide Customer with reasonable cooperation and assistance with respect to Customer's cooperation and/or prior consultation with any Supervisory Authority, where necessary and where required by the GDPR. Customer shall be responsible to the extent legally permitted for any costs and expenses arising from any such assistance by Ketryx.

9.3   Ketryx shall maintain records sufficient to demonstrate its compliance with its obligations under this Addendum, and retain such records for a period of three (3) years after the termination of the Agreement. Customer shall, with reasonable notice to Ketryx, have the right to review, audit and copy such records at Ketryx's offices during regular business hours.

9.4   Ketryx will make available to Customer all information reasonably necessary to demonstrate compliance with its obligations under the Data Protection Laws. Ketryx has obtained the third-party certifications and audits set forth in the Technical and Organizational Measures Documentation. Upon Customer's written request at reasonable intervals, Ketryx shall provide a copy of Ketryx 's then most recent summaries of third-party audits or certifications, as applicable, that Ketryx generally makes available to its customers at the time of such request. The parties agree that the audit rights described in Article 28 of the GDPR shall be satisfied by Ketryx 's provision of such summaries. If Customer and Ketryx have entered into Standard Contractual Clauses as described in Section 7 (Transfers of Personal Data), the parties agree that the audits described in Clause 5(f) and Clause 12(2) of the Standard Contractual Clauses shall be carried out in accordance with this Section 9.4.

9.5   Ketryx shall without undue delay notify Customer if an instruction, in the Ketryx 's opinion, infringes the Data Protection Laws or Supervisory Authority.

10.   SECURITY INCIDENT

10.1   In the event of a Security Incident, Ketryx shall, without undue delay, inform Customer of the Security Incident and take such steps as Ketryx in its sole discretion deems necessary and reasonable to remediate such violation (to the extent that remediation is within Ketryx 's reasonable control).

10.2   In the event of a Security Incident, Ketryx shall, taking into account the nature of the Processing and the information available to Ketryx, provide Customer with reasonable cooperation and assistance necessary for Customer to comply with its obligations under the Data Protection Laws with respect to notifying (i) the relevant Supervisory Authority and (ii) Data Subjects affected by such Security Incident without undue delay.

10.3   The obligations described in Sections 10.1 and 10.2 shall not apply in the event that a Security Incident results from the actions or omissions of Customer. Ketryx 's obligation to report or respond to a Security Incident under Sections 10.1 and 10.2 will not be construed as an acknowledgement by Ketryx of any fault or liability with respect to the Security Incident.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a sealed instrument, effective as of the date and year first written above.

EXHIBIT A

Details of Processing

Nature and Purpose of Processing	In connection with and for the purpose of the provision of Services to Customer under the Agreement
Type of Personal Data	Name, Email address, IP address, Telephone number
Categories of Data Subjects	Individuals: (i) about whom data is provided to Ketryx via the Services by (or at the direction of) Customer or (ii) who are Customer's end users, including without limitation Customer's employees, consultants, contractors, and agents
Controller/Processor roles Controller (Customer) to Processor	Controller/Processor roles Controller (Customer) to Processor (Ketryx)
Sensitive data transferred	None
Frequency of the transfer	Continuous
Nature of the processing	In connection with and for the purpose of the provision of Services to Customer under the Agreement.
Purpose of the data transfer and further processing	Services provision under the Agreement
Duration of Processing	For the term of the Agreement
Retention period	30 days

EXHIBIT B

Authorized Sub-Processors

Customer acknowledges and agrees that the following entities shall be deemed Authorized Sub-Processors that may Process Personal Data pursuant to this Addendum:

Name	Services	Location
AWS	Cloud computing	USA
AWS Bedrock	Generative AI	USA
OpenAI	Generative AI	USA
Atlassian	Customer support and ticket handling	Australia

EXHIBIT C

STANDARD CONTRACTUAL CLAUSES
ELECTIONS

1) The EU SCCs are hereby incorporated into this DPA by reference as follows:

   a) Customer is the "data exporter" and Ketryx is the "data importer".

   b) Module Two (Controller to Processor) applies where Customer is a Controller of Customer Personal Data and Ketryx is Processing Customer Personal data as a Processor.

   c) Module Three (Processor to Processor) applies where Customer is a Processor of Customer Personal Data and Ketryx is Processing Customer Personal Data as another Processor.

   d) By entering into this DPA, each party is deemed to have signed the EU SCCs as of the commencement date of the Agreement.

2) For each Module, where applicable:

   a) In Clause 7, the optional docking clause applies.

   b) In Clause 9, Option 2 applies, and the time period for prior notice of Sub-processor changes is stated in Section 5 (Authorized Sub-Processors) of this DPA.

   c) In Clause 11, the optional language does not apply.

   d) In Clause 17, Option 1 applies, and the EU SCCs are governed by German law.

   e) In Clause 18(b), disputes will be resolved before the courts of Germany.

   f) The Appendix of EU SCCs is populated as follows:

      i) The information required for Annex I(A) (LIST OF PARTIES) is located in the Agreement and/or relevant Orders.

      ii) The information required for Annex I(B) (DESCRIPTION OF TRANSFER) is located in Exhibit A (Details of Processing) of this DPA.

      iii) The competent supervisory authority in Annex I (C) (COMPETENT SUPERVISORY AUTHORITY) shall be:

      Der Hamburgische Beauftragte für Datenschutz und Informationsfreiheit der Freien und Hansestadt Hamburg,

      Ludwig-Erhard-Str. 22,

      20459 Hamburg, Germany

      iv) The information required for Annex II (TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA) is as detailed below:

         (1) Pseudonymization and encryption of personal data

         (2) Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services

         (3) Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

(4) Processes for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing

(5) Measures for user identification and authorization

(6) Measures for the protection of data during transmission

(7) Measures for the protection of data during storage

(8) Measures for ensuring physical security of locations at which personal data are processed

(9) Measures for ensuring events logging

(10)   Measures for ensuring system configuration, including default configuration

(11) Measures for internal IT and IT security governance and management

(12)   Measures for certification/assurance of processes and products

v) The information required for Annex III (LIST OF SUB-PROCESSORS) is located in the Exhibit B to this DPA (Authorized Sub-Processors)