



Huntress Labs Incorporated
6996 Columbia Gateway Dr., Ste. 101
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Huntress Labs Incorporated
Data Processing Addendum
Effective and Last Updated March 19, 2025

This Data Processing Addendum (“**DPA**” or “**Addendum**”) is an addendum to and forms part of the Terms of Service, including the relevant Privacy Policy, (“**Agreement**”) between the parties under which **Huntress Labs Incorporated** and its Affiliates (“**Huntress**”) will provide certain products and services (collectively, the “**Services**”) to Customer. The terms and conditions set out below, including all Schedules, shall be added as an Addendum to the Agreement as of the effective date above. Terms used on this page but not defined have the meaning set forth in the Agreement. In the event of any conflict between the terms of the Agreement and this DPA, this DPA shall govern.

1. Definitions

For purposes of this DPA, the terms below have the meanings set forth below. Capitalized terms that are used but not defined in this DPA have the meanings given in the Agreement.

- a. “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity, where “control” refers to the power to direct or cause the direction of the subject entity, whether through ownership of voting securities, by contract or otherwise.
- b. “**Applicable Data Protection Laws**” means the privacy, data protection and data security laws and regulations of any jurisdiction applicable to the Processing of Personal Data under the Agreement, including, without limitation, UK and European Data Protection Laws, the Canadian Personal Information Protection and Electronic Documents Act, the Australian Privacy Act, and the US State Privacy Laws, each as amended from time to time.
- c. “**CCPA**” means the California Consumer Privacy Act of 2018 and any regulations promulgated thereunder, in each case, as amended from time to time, including the California Privacy Rights Act of 2020, and any regulations promulgated thereunder.
- d. “**Data Controller**” means an entity that determines the purposes and means of the Processing of Personal Data.
- e. “**Data Processor**” means an entity that Processes Personal Data on behalf of a Data Controller.
- f. “**Data Subject**” means the identified or identifiable natural person to whom Customer Personal Data relates.



- g. **“GDPR”** means, as and where applicable to Processing concerned: (i) the General Data Protection Regulation (Regulation (EU) 2016/679) (**“EU GDPR”**); and/or (ii) the EU GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (as amended, including by the Data Protection, Privacy and Electronic Communications (Amendments, etc.) (EU Exit) Regulations 2019) (**“UK GDPR”**), including, in each case (i) and (ii) any applicable national implementing or supplementary legislation (e.g., the UK Data Protection Act 2018), and any successor, amendment or reenactment, to or of the foregoing. References to “Articles” and “Chapters” of, and other relevant defined terms in, the GDPR shall be construed accordingly.
- h. **“Information Security Incident”** means a breach of Huntress’s security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data in Huntress’s possession, custody or control. Information Security Incidents do not include unsuccessful attempts or activities that do not compromise the security of Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, or other network attacks on firewalls or networked systems.
- i. **“Personal Data”** means any information, including opinions, relating to an identified or identifiable natural person, and includes similarly defined terms in Applicable Data Protection Laws, including, but not limited to, the definition of “personal information” in the CCPA.
- j. **“Processing”** or **“Process”** means any operation or set of operations which is performed on Personal Data or on sets of Personal 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.
- k. **“Purposes”** shall mean (i) Huntress’s provision of the Services as described in the Agreement; and (ii) further documented, reasonable instructions from Customer agreed upon by the parties.
- l. **“Standard Contractual Clauses”** means Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council approved by European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, as currently set out at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj.
- m. **“Subprocessors”** means third parties that Huntress engages to Process Personal Data in relation to the Services.



- n. **“UK and European Data Protection Laws”** means GDPR and other data protection laws and regulations of the European Union (EU) and European Economic Area (EEA) and the Swiss Federal Act on Data Protection and its implementing regulations as amended, superseded, or replaced from time to time (**“Swiss FADP”**), in each case, to the extent applicable to the Processing of Personal Data under the Agreement.
- o. **“UK Transfer Addendum”** means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner, Version B1.0, in force 21 March 2022, as amended, superseded or replaced from time to time.
- p. **“US State Privacy Laws”** means all state laws relating to the protection and Processing of Personal Data in effect in the United States of America, which may include, without limitation, the California Consumer Privacy Act, as amended by the California Privacy Rights Act, and its implementing regulations (**“CCPA”**); the Colorado Privacy Act; the Connecticut Data Privacy Act; the Utah Consumer Privacy Act; and the Virginia Consumer Data Protection Act.

2. Duration and Scope of DPA

- a. This DPA will apply to all Processing of Personal Data that is subject to Applicable Data Processing Laws. This DPA will remain in effect so long as Huntress Processes Personal Data, notwithstanding the expiration or termination of the Agreement.
- b. Section 6 and Schedules 1 and 2 to this DPA apply solely to Processing subject to UK and European Data Protection Laws. Schedule 3 to this DPA applies solely to Processing subject to the CCPA to the extent Customer is a “business” (as defined in CCPA) with respect to such Processing.

3. Roles and Customer Instructions

- a. **Role of the Parties.** As between Huntress and Customer, Huntress shall Process Customer Personal Data only as a Data Processor (or sub-processor) acting on behalf of Customer and, with respect to CCPA, as a “service provider” as defined therein, in each case regardless of whether Customer acts as a Data Controller or as a Data Processor on behalf of a third-party Data Controller (such third-party, the **“Third-Party Controller”**) with respect to Customer Personal Data. To the extent any usage and operations data (data in connection with Customer’s use of the Services, including logs and metadata) is considered Personal Data under applicable Data Protection Laws, Huntress is the Data Controller of such data and shall Process such data in accordance with the Agreement and applicable Data Protection Laws.



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- b. **Customer Instructions.** Customer instructs Huntress to Process Personal Data only for the Purposes. Customer shall ensure its Processing instructions are lawful and that the Processing of Customer Personal Data in accordance with such instructions will not violate Applicable Data Protection Laws. This DPA and the Agreement are a complete expression of such instructions, and Customer's additional instructions will be binding on Huntress only pursuant to an amendment to this DPA signed by both parties. Where applicable, Customer shall be responsible for any communications, notifications, assistance and/or authorizations that may be required in connection with a Third-Party Controller.
- c. **Customer Obligations.** Without limitation of Customer's obligations under the Agreement, Customer (a) agrees that Customer is solely responsible for its use of the Services, including (1) making appropriate use of the Services to ensure a level of security appropriate to the risk in respect of the Personal Data, (2) securing the account authentication credentials, systems and devices Customer uses to access the Services, (3) securing Customer's systems and devices that Huntress uses to provide the Services, and (4) backing up Personal Data; (b) shall comply with its obligations under Applicable Data Protection Laws; and (c) shall ensure (and is solely responsible for ensuring) that its instructions in Section 3 comply with Applicable Data Protection Laws, and that Customer has given all notices to, and has obtained all such consents, permissions, and/or rights from, individuals to whom Personal Data pertains and all other parties as required by Applicable Data Protection Laws for Huntress to Process Personal Data for the Purposes.
- d. **Prohibited Data.** Customer represents and warrants to Huntress that Personal Data does not and will not, without Huntress's prior written consent, contain any social security numbers or other government-issued identification numbers, protected health information subject to the Health Insurance Portability and Accountability Act ("HIPAA") or other information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a healthcare professional; health insurance information; biometric information; passwords for online accounts; credentials to any financial accounts; tax return data; credit reports or consumer reports; any payment card information subject to the Payment Card Industry Data Security Standard; information subject to the Gramm-Leach-Bliley Act, Fair Credit Reporting Act or the regulations promulgated under either such law; information subject to restrictions under Applicable Data Protection Laws governing Personal Data of children, including, without limitation, all information about children under 16 years of age; or any information that falls within any sensitive or special categories of data (as defined in Applicable Data Protection Laws).



4. Security and Security Audits

- a. **Huntress Security Measures.** Huntress will implement and maintain administrative, technical, and physical safeguards designed to protect the security and integrity of Personal Data and prevent Information Security Incidents, which shall at a minimum include the measures in its Security Addendum available at www.huntress.com/legal ("**Security Addendum**") and any other measures required by Applicable Data Protection Laws. Huntress may update the Security Addendum from time to time, so long as the updated measures do not materially decrease the overall protection of Personal Data.
- b. **Information Security Incidents.** Huntress will notify Customer without undue delay of any Information Security Incident of which Huntress becomes aware. In so doing, Huntress will provide Customer with sufficient details to allow it to meet any obligations under Applicable Data Protection Laws. Such notifications will describe available details of the Information Security Incident, including steps taken to mitigate the potential risks and steps Huntress recommends the Customer take to address the Information Security Incident. Huntress shall cooperate, and require any Subprocessor to cooperate, with Customer in the investigation, mitigation, and remediation of any Information Security Incident. Huntress's notification of or response to an Information Security Incident will not be construed as Huntress's acknowledgement of any fault or liability with respect to the Information Security Incident.
- c. **Reviews and Audits of Compliance.** If required under an Applicable Data Protection Law, Customer may audit Huntress's compliance with its obligations under this DPA up to once per year and on such other occasions as may be required by Applicable Data Protection Laws, including if mandated by Customer's supervisory authority. Huntress will contribute to such audits by providing Customer or Customer's supervisory authority with the information and assistance reasonably necessary to conduct the audit.
 - i. **Audit Process.** To request an audit, Customer must send a written request for an audit of Huntress's applicable controls. Following receipt by Huntress of such a request, Huntress and Customer shall mutually agree in advance on the details of the audit, including the reasonable start date, scope and duration of, and security and confidentiality controls applicable to, any such audit. Any audits are at Customer's sole expense. Customer shall reimburse Huntress for any time expended by Huntress and any third parties in connection with any audits or inspections under this paragraph at Huntress's then-current professional services rates, which shall be made available to Customer upon request. The reports, audit, results, and any information arising therefrom shall be considered Huntress's Confidential Information and shall be provided to Huntress and may only be shared with a third-party (including a Third-Party Controller) with Huntress's prior written agreement.



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- ii. **Third-Party Auditor.** If a third party is to conduct the audit, Huntress may object to the auditor if the auditor is, in Huntress's reasonable opinion, not independent, a competitor of Huntress, or otherwise not suitably qualified. Such objection by Huntress will require the Customer to appoint another auditor or conduct the audit itself. Any third-party auditor must sign a mutually agreeable non-disclosure agreement providing for the confidential treatment of all information exchanged in connection with the audit and any reports regarding the results or findings thereof. Customer will be responsible for any fees charged by any auditor appointed by Customer to execute any such audit.
- iii. **Security Report.** If the controls or measures to be assessed in the requested audit are addressed in a SOC 2 Type 2, ISO, NIST or similar audit report performed by a qualified third party auditor within twelve (12) months of Customer's audit request and Huntress has confirmed there have been no known material changes in the controls audited since the date of such report, Customer agrees to accept such report in lieu of requesting an audit of such controls or measures.
- d. **Impact Assessments and Consultations.** Huntress shall provide reasonably requested information regarding the Services to enable Customer to carry out data protection impact assessments or prior consultations with data protection authorities as required by Applicable Data Protection Laws, so long as Customer does not otherwise have access to the relevant information.

5. Data Subject Rights

- a. **Customer's Responsibility for Data Subject Requests.** Huntress shall promptly notify Customer if Huntress receives a request from a Data Subject that identifies Customer Personal Data or otherwise identifies Customer, including where the Data Subject seeks to exercise any of its rights under Applicable Data Protection Laws ("**Data Subject Requests**"). If Huntress receives a Data Subject Request, Huntress will advise the Data Subject to submit the request to Customer and Customer will be responsible for responding to the request.
- b. **Data Subject Request Assistance.** Huntress will (taking into account the nature of the Processing of Personal Data) provide Customer with assistance reasonably necessary for Customer to perform its obligations under Applicable Data Protection Laws to fulfill requests by Data Subjects to exercise their rights under Applicable Data Protection Laws with respect to Personal Data in Huntress's possession or control. Customer shall compensate Huntress for any such assistance at Huntress's then-current professional services rates, which shall be made available to Customer upon request.



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- c. **Government & Law Enforcement Inquiries.** If Huntress receives a demand to retain, disclose, or otherwise Process Customer Personal Data from law enforcement or any other government and/or public authority ("**Third-Party Demand**"), then Huntress shall attempt to redirect the Third-Party Demand to Customer. Customer agrees that Huntress can provide information to such third-party to the extent reasonably necessary to redirect the Third-Party Demand to Customer. If Huntress cannot redirect the Third-Party Demand to Customer, then Huntress shall, to the extent legally permitted to do so, provide Customer reasonable notice of the Third-Party Demand as promptly as feasible under the circumstances to allow Customer to seek a protective order or other appropriate remedy. This paragraph does not diminish Huntress's obligations under any Applicable Data Protection Laws with respect to access by public authorities.

6. UK and European Data Protection Laws Specific Provisions

- a. **Definitions.** For the purposes of this section and Schedule 1 these terms shall be defined as follows:
 - i. **"EU C-to-P Transfer Clauses"** means Standard Contractual Clauses sections I, II, III and IV (as applicable) to the extent they reference Module Two (Controller-to-Processor).
 - ii. **"EU P-to-P Transfer Clauses"** means Standard Contractual Clauses sections I, II III and IV (as applicable) to the extent they reference Module Three (Processor-to-Processor).
- b. **Applicability.** Huntress will Process Personal Data in accordance with the UK and European Data Protection Laws requirements directly applicable to Huntress's provision of its Services.
- c. **Customer Instructions.** Huntress shall inform Customer immediately (i) if, in its opinion, an instruction from Customer constitutes a breach of the UK and European Data Protection Laws and/or (ii) if Huntress is unable to follow Customer's instructions for the Processing of Personal Data.
- d. **Transfer mechanisms for data transfers.** If, in the performance of the Services, Personal Data that is subject to the UK and European Data Protection Laws or any other law relating to the protection or privacy of individuals that applies in Europe is transferred out of Europe to countries which do not ensure an adequate level of data protection within the meaning of the UK and European Data Protection Laws, the transfer mechanisms listed below shall apply to such transfers and can be directly enforced by the Parties to the extent such transfers are subject to the UK and European Data Protection Laws:



- e. **The EU C-to-P Transfer Clauses.** Where Customer and/or its Affiliate is a Controller and a data exporter of Personal Data and Huntress is a Processor and data importer in respect of that Personal Data, then the parties shall comply with the EU C-to-P Transfer Clauses, subject to the additional terms in Schedule 1; and/or
- f. **The EU P-to-P Transfer Clauses.** Where Customer and/or its Affiliate is a Processor acting on behalf of a Controller and a data exporter of Personal Data and Huntress is a Processor and data importer in respect of that Personal Data, the parties shall comply with the terms of the EU P-to-P Transfer Clauses, subject to the additional terms in Schedule 1.
- g. **Impact of local laws.** As of the Effective Date, Huntress has no reason to believe that the laws and practices in any third country of destination applicable to its Processing of the Personal Data as set forth herein, including as set forth in Section 7, prevent Huntress from fulfilling its obligations under this DPA. If Huntress reasonably believes that any existing or future enacted or enforceable laws and practices in the third country of destination applicable to its Processing of the Personal Data (“**Local Laws**”) prevent it from fulfilling its obligations under this DPA, it shall promptly notify Customer. In such a case, Huntress shall use reasonable efforts to make available to the affected Customer a change in the Services or recommend a commercially reasonable change to Customer’s configuration or use of the Services to facilitate compliance with the Local Laws without unreasonably burdening Customer. If Huntress is unable to make available such change promptly, Customer may terminate the applicable Agreement(s) and suspend the transfer of Personal Data in respect only to those Services which cannot be provided by Huntress in accordance with the Local Laws by providing written notice.

7. Subprocessors

- a. **Consent to Subprocessor Engagement.** Customer specifically authorizes the engagement of Huntress’s Affiliates as Subprocessors and generally authorizes the engagement of other third parties as Subprocessors.
- b. **Information about Subprocessors.** Information about Subprocessors, including their functions and locations, is available at <https://huntress.com/legal> (as may be updated by Huntress from time to time) or such other website address as Huntress may provide to Customer from time to time (the “**Subprocessor List**”).
- c. **Requirements for Subprocessor Engagement.** When engaging any Subprocessor, Huntress will enter into a written contract with such Subprocessor containing data protection obligations not less protective than those in this DPA with respect to Personal Data to the extent applicable to the nature of the services provided by such



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Subprocessor. Huntress shall be liable for all obligations under the Agreement subcontracted to the Subprocessor or its actions and omissions related thereto.

- d. **Opportunity to Object to Subprocessor Changes.** When Huntress engages any new Third Party Subprocessor after the Effective Date of the Agreement, Huntress will notify Customer of the engagement (including the name and location of the relevant Subprocessor and the activities it will perform) by updating the Subprocessor List or by other written means. Customer can monitor the Subprocessor List or subscribe to follow updates to the Subprocessor List to receive notifications of any updates to the Subprocessors. If Customer objects to such engagement in a written notice to Huntress within 15 days after being informed of the engagement on reasonable grounds relating to the protection of Personal Data, Customer and Huntress will work together in good faith to find a mutually acceptable resolution to address such objection. If it can be reasonably demonstrated to Huntress that the new Subprocessor is unable to Process Customer Personal Data in compliance with the terms of this DPA and Huntress cannot provide an alternative Subprocessor, or the Parties are not otherwise able to achieve resolution as provided in the preceding sentence, Customer, as its sole and exclusive remedy, may terminate the Agreement with respect to only those aspects which cannot be provided by Huntress without the use of the new Subprocessor by providing advance written notice to Huntress of such termination and pay Huntress for all amounts due and owing under the Agreement as of the date of such termination.

8. Miscellaneous

- a. The Parties agree that this DPA shall replace and supersede any existing data processing addendum, attachment, exhibit or standard contractual clauses that Huntress and Customer may have previously entered into in connection with the Service. Huntress may update this DPA from time to time, with such updated version posted to www.huntress.com/legal, or a successor website designated by Huntress; provided, however, that no such update shall materially diminish the privacy or security of Customer Personal Data.
- b. Except as expressly modified by the DPA, the terms of the Agreement remain in full force and effect. In the event of any conflict or inconsistency between this DPA and the other terms of the Agreement, this DPA will govern. Notwithstanding anything in the Agreement or any order form entered in connection therewith to the contrary, the parties acknowledge and agree that Huntress's access to Personal Data does not constitute part of the consideration exchanged by the parties in respect of the Agreement. Notwithstanding anything to the contrary in the Agreement, any notices required or permitted to be given by Huntress to Customer under this DPA may be given (a) in accordance with any notice clause of the Agreement; (b) to Huntress's primary points of contact with Customer; or (c) to any email provided by Customer for the



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purpose of providing it with Services-related communications or alerts. Customer is solely responsible for ensuring that such email addresses are valid.

- c. In no event shall this DPA benefit or create any right or cause of action on behalf of a third party (including a Third-Party Controller), but without prejudice to the rights or remedies available to Data Subjects under Applicable Data Protection Laws or this DPA.

SCHEDULE 1

TRANSFER MECHANISMS FOR UK AND EUROPEAN DATA TRANSFERS

For the purposes of the EU C-to-P Transfer Clauses and the EU P-to-P Transfer Clauses, Customer is the data exporter and Huntress is the data importer and the parties agree to the following. If and to the extent an Affiliate relies on the EU C-to-P Transfer Clauses or the EU P-to-P Transfer Clauses for the transfer of Personal Data, any references to 'Customer' in this Schedule include such Affiliate. Where this Schedule 1 does not explicitly mention EU C-to-P Transfer Clauses or EU P-to-P Transfer Clauses it applies to both of them.

1. STANDARD CONTRACTUAL CLAUSES OPERATIVE PROVISIONS AND ADDITIONAL TERMS

- a. **Reference to the Standard Contractual Clauses.** The relevant provisions contained in the Standard Contractual Clauses are incorporated by reference and are an integral part of this DPA. The information required for the purposes of the Appendix to the Standard Contractual Clauses are set out in Schedule 2.
- b. **Docking clause.** The option under clause 7 shall not apply.
- c. **Instructions.** This DPA and the Agreement are Customer's complete and final documented instructions at the time of signature of the Agreement to Huntress for the Processing of Personal Data. Any additional or alternate instructions must be consistent with the terms of this DPA and the Agreement. For the purposes of clause 8.1(a), the instructions by Customer to Process Personal Data include onward transfers to a third party located outside Europe for the purpose of the performance of the Services.
- d. **Certification of Deletion.** The parties agree that the certification of deletion of Personal Data that is described in clause 8.5 and 16(d) of the Standard Contractual Clauses shall be provided by Huntress to Customer only upon Customer's written request.
- e. **Audits of the SCCs.** The parties agree that the audits described in clause 8.9 of the Standard Contractual Clauses shall be carried out in accordance with section 4.c of this

DPA.

- f. **General authorization for use of Subprocessors.** Option 2 under clause 9 shall apply. For the purposes of clause 9(a), Huntress has Customer's general authorization to engage Subprocessors in accordance with Section 7 of this DPA. Huntress shall make available to Customer the current list of Subprocessors in accordance with Section 7 of this DPA. Where Huntress enters into the EU P-to-P Transfer Clauses with a Subprocessor in connection with the provision of the Services, Customer hereby grants Huntress and Huntress's Affiliates authority to provide a general authorization on Controller's behalf for the engagement of subprocessors by Subprocessors engaged in the provision of the Services, as well as decision making and approval authority for the addition or replacement of any such subprocessors.
- g. **Notification of New Subprocessors and Objection Right for new Subprocessors.** Pursuant to clause 9(a), Customer acknowledges and expressly agrees that Huntress may engage new Subprocessors as described in Section 7 of this DPA. Huntress shall inform Customer of any changes to Subprocessors following the procedure provided for in Section 7 of this DPA.
- h. **Complaints – Redress.** Huntress shall inform Customer if it receives a Data Subject Request with respect to Personal Data and shall without undue delay communicate the complaint or dispute to Customer. Huntress shall not otherwise have any obligation to handle the request (unless otherwise agreed with Customer). The option under clause 11 shall not apply.
- i. **Liability.** Huntress's liability under clause 12(b) shall be limited to any damage caused by its Processing where Huntress has not complied with its obligations under the GDPR specifically directed to Processors, or where it has acted outside of or contrary to lawful instructions of Customer, as specified in Article 82 GDPR.
- j. **Supervision.** Clause 13 shall apply as follows:
 - i. Where Customer is established in an EU Member State, the supervisory authority with responsibility for ensuring compliance by Customer with Regulation (EU) 2016/679 as regards the data transfer shall act as competent supervisory authority.
 - ii. Where Customer is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679, the supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU)

2016/679 is established shall act as competent supervisory authority.

- iii. Where Customer is established in the United Kingdom or falls within the territorial scope of application of UK GDPR, the Information Commissioner's Office shall act as competent supervisory authority.
- iv. Where Customer is established in Switzerland or falls within the territorial scope of application of Swiss FADP, the Swiss Federal Data Protection and Information Commissioner shall act as competent supervisory authority insofar as the relevant data transfer is governed by Swiss FADP.
- k. **Notification of Government Access Requests.** For the purposes of clause 15(1)(a), Huntress shall notify Customer (only) and not the Data Subject(s) in case of government access requests. Customer shall be solely responsible for promptly notifying the Data Subject as necessary.
- l. **Governing Law.** The governing law for the purposes of clause 17 shall be the law that is designated in the section of the Agreement. If the Agreement is not governed by an EU Member State law, the Standard Contractual Clauses will be governed by either (i) the laws of Ireland; or (ii) where the Agreement is governed by the laws of the United Kingdom, the laws of the United Kingdom.
- m. **Choice of forum and jurisdiction.** The courts under clause 18 shall be those designated in the Agreement. If the Agreement does not designate an EU Member State court as having exclusive jurisdiction to resolve any dispute or lawsuit arising out of or in connection with this Agreement, the parties agree that the courts of either (i) Ireland; or (ii) where the Agreement designates the United Kingdom as having exclusive jurisdiction, the United Kingdom, shall have exclusive jurisdiction to resolve any dispute arising from the Standard Contractual Clauses. For Data Subjects habitually resident in Switzerland, the courts of Switzerland are an alternative place of jurisdiction in respect of disputes.
- n. **Data Exports from the United Kingdom and Switzerland under the Standard Contractual Clauses.** In case of any transfers of Personal Data from the United Kingdom and/or transfers of Personal Data from Switzerland subject exclusively to the Swiss FADP, (i) general and specific references in the Standard Contractual Clauses to GDPR or EU or Member State Law shall have the same meaning as the equivalent reference in the UK GDPR or Swiss FADP, as applicable; and (ii) any other obligation in the Standard Contractual Clauses determined by the Member State in which the data exporter or Data Subject is established shall refer to an obligation under UK GDPR or Swiss FADP, as applicable. In respect of data transfers governed by Swiss FADP, the Standard Contractual Clauses also apply to the transfer of information relating to an identified identifiable legal entity where such information is protected similarly as Personal Data under Swiss FADP until such laws are amended to no longer apply to a legal entity.

- o. **Conflict.** The Standard Contractual Clauses are subject to this DPA and the additional safeguards set out hereunder. The rights and obligations afforded by the Standard Contractual Clauses will be exercised in accordance with this DPA, unless stated otherwise. In the event of any conflict or inconsistency between the body of this DPA and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

2. **ADDITIONAL TERMS FOR THE EU P-TO-P TRANSFER CLAUSES**

For the purposes of the EU P-to-P Transfer Clauses (only), the parties agree to the following.

- a. **Instructions and notifications.** For the purposes 8.1(a), Customer hereby informs Huntress that it acts as Processor under the instructions of the relevant Controller in respect of Personal Data. Customer warrants that its Processing instructions as set out in the Agreement and this DPA, including its authorizations to Huntress for the appointment of Subprocessors in accordance with this DPA, have been authorized by the relevant Controller. Customer shall be solely responsible for forwarding any notifications received from Huntress to the relevant Controller where appropriate.
- b. **Security of Processing.** For the purposes of clause 8.6(c) and (d), Huntress shall provide notification of a personal data breach concerning Personal Data Processed by Huntress to Customer.
- c. **Documentation and Compliance.** For the purposes of clause 8.9, all enquiries from the relevant Controller shall be provided to Huntress by Customer. If Huntress receives an enquiry directly from a Controller, it shall forward the enquiry to Customer and Customer shall be solely responsible for responding to any such enquiry from the relevant Controller where appropriate.
- d. **Data Subject Rights.** For the purposes of clause 10 and subject to Section 5 of this DPA, Huntress shall notify Customer about any request it has received directly from a Data Subject without obligation to handle it (unless otherwise agreed), but shall not notify the relevant Controller. Customer shall be solely responsible for cooperating with the relevant Controller in fulfilling the relevant obligations to respond to any such request.

Incorporation of UK Transfer Addendum

Where Personal Data protected by UK GDPR is transferred, either directly or via onward transfer, to a country outside of the United Kingdom that is not subject to an adequacy decision, the following applies:

- a. The Standard Contractual Clauses apply as set forth above in this Schedule with the following modifications:
 - i. Each party shall be deemed to have signed the UK Transfer Addendum.
 - ii. For Table 1 of the UK Transfer Addendum, the parties' key contact information is located in the Agreement and/or relevant Orders.

- iii. For Table 2 of the UK Transfer Addendum, the relevant information about the version of the Standard Contractual Clauses, modules, and selected clauses which this UK Transfer Addendum is appended to is located above in this Schedule.
 - iv. For Table 3 of the UK Transfer Addendum:
 - 1. The information required for Annex 1A is located in the Agreement and/or relevant Orders.
 - 2. The Information required for Annex 1B is located in Schedule 2 (Description of Personal Data Processing) of this DPA.
 - 3. The information required for Annex II is located in the Security Addendum; and
 - 4. The information required for Annex III is located in Section 7 (Subprocessors) of this DPA.
- b. In Table 4 of the UK Transfer Addendum, only the data importer may end the UK Transfer Addendum.

SCHEDULE 2

DESCRIPTION OF PERSONAL DATA PROCESSING

This Schedule forms part of the Standard Contractual Clauses. The data Processing activities carried out by Huntress under the Agreement may be described as follows:

1. **Subject Matter.** The parties acknowledge and agree that the subject matter of the Processing is data importer's provision of the Services to data exporter as fully described in this DPA and/or the Agreement.
2. **Frequency.** The Processing of Customer Personal data is continuous.
3. **Duration.** The duration of the Processing of Customer Personal Data is for the Term or until the disposal of all Personal Data, whichever is later.
4. **Nature and Purpose.** The nature and purpose of the Processing of Personal Data is for data importer's provision of the Services to data exporter.
5. **Data Categories.** Categories of personal data are identification and contact data (for example, name, address, title, contact details), employment details (for example, employer, job title, geographic location and area of responsibility), and IT information (for example, computer name, IP addresses, usage data, cookies data, diagnostic data, device specific information, connection data and location data) of the data subjects.



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6. **Special Data Categories.** Data exporter is prohibited from providing data importer with sensitive personal information (such as financial, medical or other sensitive personal information such as government IDs, passport numbers or social security numbers), and data importer has no obligation to comply with the DPA with respect to such data.
7. **Data Subjects.** The customers and employees of data exporter.

SCHEDULE 3

CALIFORNIA SCHEDULE

1. For purposes of this Schedule 2, the terms “business,” “commercial purpose,” “sell” and “service provider” shall have the respective meanings given thereto in the CCPA, and “personal information” shall mean Personal Data that constitutes personal information, the Processing of which is governed by the CCPA.
2. It is the parties’ intent that with respect to any personal information, Huntress is a service provider. Huntress shall (i) not “sell” (as defined in the CCPA) personal information; and (ii) not retain, use or disclose any personal information for any purpose other than for the specific purpose of providing the Services, including retaining, using or disclosing personal information for a commercial purpose (as defined in the CCPA) other than providing the Services. For the avoidance of doubt, the foregoing prohibits Huntress from retaining, using or disclosing personal information outside of the direct business relationship between Huntress and Customer. Huntress hereby certifies that it understands the obligations under this paragraph and shall comply with them.
3. Huntress will comply with the obligations and restrictions imposed on it by the CCPA in its role as a service provider or processor and it shall notify Customer immediately if it determines that it can no longer meet its obligations under the CCPA or this Addendum.
4. Huntress shall Process the personal information only to the extent, and in such a manner, as is necessary for the purposes of fulfilling its obligations under the Agreement and Addendum. Huntress shall take reasonable steps to ensure that access to personal information is limited to those employees, agents, and subprocessors who have a need to know or otherwise access personal information to enable Huntress to perform its obligations under the Agreement and this Addendum, and who are bound in writing to protect the confidentiality of the personal information.
5. To the extent that Huntress deidentifies personal information it will (i) take reasonable measures to ensure that the information cannot be associated with an individual, (ii) publicly commit to maintain and use the information in deidentified form and not to attempt to reidentify it, (iii) implement technical safeguards that prohibit reidentification, (iv) implement business processes that specifically prohibit reidentification, (v) implement business processes that prevent



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inadvertent release of deidentified information, (vi) make no attempt to reidentify the information, and (vii) contractually obligate any recipients of the deidentified information to comply with all provisions in this paragraph.

6. Huntress agrees that it shall not:
 - a. Retain, use, or disclose personal information for any purpose other than for the limited and specified purpose of performing its obligations under the Agreement;
 - b. Share, sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, personal information to another person or entity for: (a) monetary or other valuable consideration; or (b) cross-context behavioral advertising for the benefit of a business in which no money is exchanged; or
 - c. Combine personal information with personal information Huntress receives from or on behalf of another person or entity or collects from its own interactions with a data subject except to perform a business purpose as defined in regulations adopted pursuant Applicable Data Protection Laws.
7. The parties acknowledge that Huntress's retention, use and disclosure of personal information authorized by Customer's instructions documented in the DPA are integral to Huntress's provision of the Services and the business relationship between the parties.