

HONEYCOMB DATA PROCESSING AGREEMENT

This Data Processing Agreement (“**DPA**”) is entered into between Hound Technology, Inc. d/b/a/ Honeycomb (“Honeycomb”) and Customer (jointly “the Parties”), and forms a part of the Services Agreement between the Parties, and reflects the Parties’ agreement with regard to the Processing of Personal Data in accordance with the requirements of the Data Protection Laws.

By signing this DPA, Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws, in the name and on behalf of its Authorized Affiliates, if and to the extent Honeycomb Processes Personal Data for which such Authorized Affiliates qualify as the Controller. For the purposes of this DPA only, and except where indicated otherwise, the term “Customer” shall include Customer and Authorized Affiliates.

This DPA is effective on the date that it has been duly executed by both Parties (“Effective Date”), and amends, supersedes and replaces any prior data processing agreements that the Parties may have been entered into. Any modifications to the terms of this DPA (whether handwritten or otherwise) will render this DPA ineffective unless Honeycomb has separately agreed to those modifications in writing.

1. DEFINITIONS

1.1. “Authorized Affiliate” means Customer’s Affiliate(s) which (a) are subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom; (b) are permitted to use the Services pursuant to the Agreement between Customer and Honeycomb; and (c) have not signed their own Services Agreement with Honeycomb and are not “Customers” as defined under this DPA.

1.2. “Affiliate” means any entity that directly or indirectly controls, is controlled by or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.3. “Covered Services” or “Services” means the services that are ordered by the Customer from Honeycomb involving the Processing of Personal Data on behalf of the Customer.

1.4. “Customer” means the entity that signed the Services Agreement and that determines the purposes and means of Processing of Personal Data. The Customer is considered the “Controller” of the Personal Data provided pursuant to this DPA.

1.5. “Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer’s Personal Data transmitted, stored or otherwise Processed.

1.6. “Data Protection Laws” means any applicable law, statute, law, regulation or order by governmental authority of competent jurisdiction, or any judgment, decision, decree, injunction, writ, order, subpoena, or like action of any court, arbitrator or other government entity, and at all times during the term of the Service Agreement, including the laws of the European Union (“EU”) Data Protection Act 1998, the EU General Data Protection Regulation (“GDPR”), as amended or replaced from time to time, and any other foreign or domestic laws to the extent that they are applicable to a party in the course of its performance of the Contract.

1.7. “Personal Data” means any information relating to an identified or identifiable natural person (“Data Subject”) that is subject to the GDPR or the laws of non-EU EEA countries that have formally

adopted the GDPR, which is provided by or on behalf of Customer and Processed by Honeycomb pursuant to the Services Agreement.

1.8. “Regulator” means any supervisory authority with authority under Data Protection Laws over all or any part of the provision or receipt of the Services or the Processing of Personal Data.

1.9. “Services Agreement” means any agreement between Honeycomb and Customer under which Covered Services are provided by Honeycomb to Customer.

1.10. “Subprocessor” means any Processor engaged by Honeycomb to Process Personal Data on behalf of Honeycomb.

1.11. Terms such as “Data Subject”, “Processing”, “Controller”, “Processor” and “Supervisory Authority” shall have the meaning ascribed to them in the Data Protection Laws.

2. SERVICES AGREEMENT

2.1. This DPA supplements the Services Agreement and in the event of any conflict between the terms of this DPA and the terms of the Services Agreement, the terms of this DPA prevail with regard to the specific subject matter of this DPA.

2.2. Any provisions contained in this DPA that would not apply to the Parties but for the GDPR shall not apply to the Parties until May 25, 2018 and thereafter.

3. DATA PROTECTION LAWS

3.1. **Roles of the Parties.** The Parties acknowledge and agree that Honeycomb will Process the Personal Data in the capacity of a Processor and that Customer will be the Controller of the Personal Data.

3.2. **DPO.** Upon enforcement of the GDPR, the Parties, to the extent required by the GDPR, will each designate a data protection officer (a “DPO”) and provide their contact details to the other Party where required by the Data Protection Laws.

4. OBLIGATIONS OF THE CONTROLLER

4.1. **Instructions.** Customer warrants that the instructions it provides to Honeycomb pursuant to this DPA will comply with Data Protection Laws.

4.2. **Data Subject and Regulator Requests.** Customer shall be responsible for communications and leading any efforts to comply with all requests made by Data Subjects under Data Protection Laws and all communications from Regulators that relate to the Personal Data, in accordance with Data Protection Laws. To the extent such requests or communications require Honeycomb’s assistance, Customer shall immediately notify Honeycomb in writing of the Data Subject’s or Regulator’s request.

4.3. **Notice, Consent and Other Authorizations.** Customer agrees that the Personal Data will be collected in compliance with Data Protection Laws, including all legally required consents, approvals and authorizations. Upon Honeycomb’s request, Customer shall provide adequate proof of having properly obtained all such necessary consents, authorizations and required permissions.

5. DETAILS OF PROCESSING ACTIVITIES

5.1. The following table sets out the details of Processing:

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| Purposes for which the Personal Data shall be processed | <ul style="list-style-type: none">• Honeycomb will Process Personal Data for the purpose of providing the Covered Services described in the Services Agreement. Customer or Customer’s employees may submit Personal Data to the Services, and may request for its customers (“End Users”) to submit Personal Data to the Services, the extent of |
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| | which is determined and controlled by the Customer in its sole discretion |
| Description of the categories of the data subjects | <ul style="list-style-type: none"> • Natural persons who submit Personal Data to Customer via use of the Services; • Natural persons who are employees, representatives, or other business contacts of Customer; and • Customer's End Users. |
| Description of the categories of Personal Data | <ul style="list-style-type: none"> • Personal data about End Users that Customer provides to the Service or through your End User's interaction with the Services; |

6. OBLIGATIONS OF THE PROCESSOR

6.1. **Scope of Processing.** Honeycomb will Process the Personal Data on documented instructions from Customer in such manner as is necessary for the provision of Services under the Service Agreement, except as may be required to comply with any legal obligation to which Honeycomb is subject. Honeycomb shall inform Customer if, in its opinion, the execution of an instruction relating to the Processing of Personal Data could infringe on any Data Protection Laws. In the event Honeycomb must Process or cease Processing Personal Data for the purpose of complying with a legal obligation, Honeycomb will inform the Customer of that legal requirement before Processing or ceasing to Process, unless prohibited by the law.

6.2. **Data Subject and Regulator Requests.** Honeycomb will promptly notify Customer in writing of any complaints, questions or requests received from Data Subjects or Regulators regarding the Personal Data. Taking into account the nature of the Processing and to the extent reasonably possible, Honeycomb will assist Customer in fulfilling Customer's obligations in relation to Data Subject requests under applicable Data Protection Laws.

6.3. **Retention.** Upon Customer's written request, and at Customer's expense, Honeycomb will destroy all Personal Data in its possession or return the Personal Data to Customer, as requested. Notwithstanding the foregoing any return or destruction shall be subject to all applicable laws, regulations and Honeycomb's compliance policies.

6.4. **Disclosure to Third Parties.** Except as expressly provided in this DPA, Honeycomb will not disclose Personal Data to any third party without Customer's consent. If requested or required by a competent governmental authority to disclose the Personal Data, to the extent legally permissible and practicable, Honeycomb will provide Customer with sufficient prior written notice in order to permit Customer the opportunity to oppose any such disclosure.

6.5. **Confidentiality.** Honeycomb will restrict access to the Personal Data to its personnel (and the personnel of its Affiliates) and to its Subprocessors who need access to meet Honeycomb's obligations under the Services Agreement. Further, Honeycomb will ensure that all such personnel and Subprocessors are informed of the confidential nature of the Personal Data and have undertaken training on how to handle such data. Honeycomb will ensure that personnel authorized to Process the Personal Data are subject to binding confidentiality obligations or are under an appropriate statutory obligation of confidentiality.

6.6. **GDPR Articles 32-36.** Upon enforcement of the GDPR, and taking into account the nature of the Processing and the information available to Honeycomb, Honeycomb will provide reasonable assistance to Customer in complying with its obligations under GDPR Articles 32-36, which address obligations with regard to security, breach notifications, data protection impact assessments, and prior consultation.

6.7. **Information Security.** Taking into account the costs of implementation and the nature, scope, context and purposes of processing as well as the risks of varying likelihood and severity for the rights and freedoms of Data Subjects, Honeycomb agrees to implement and maintain adequate organizational and technical measures to protect the confidentiality, integrity and availability of the Personal Data it Process on Customer's behalf, including, at a minimum:

- (a) Physical Access Control: housing databases on servers located in secure, off-site facilities that maintain a biometric security system to track facility access and digital security video surveillance.
- (b) System Access Control: implementing unique logins and passwords for all users with system access, server firewalls, current malware, antivirus and security software.
- (c) Data Access Control: limiting access to those personnel who require such access to perform the Services Agreement, offering training for personnel on access rights and maintaining policies for the control and retention of back-up copies.
- (d) Transmission Control: encrypting Personal Data transferred between a user's web browser and Honeycomb 's software and encrypt backups.
- (e) Input Control: implementing unique logins to monitor activities.
- (f) Job Control: using or disclosing Personal Data solely for the purpose of performing, and only to the extent needed to perform Honeycomb 's obligations under the Services Agreement.
- (g) Availability Control: maintaining encrypted backup hosted in a second separate facility and engaging multiple suppliers for network connectivity and redundant power supplies including on-site power generation in the event of emergency.
- (h) Separation Control: implementing logical data separation determined by role-based permission.

7. **AUDIT**

7.1. **Scope.** Honeycomb will maintain records of its Processing activities as required by the Data Protection Laws and will make available to Customer information reasonably necessary to demonstrate its compliance with the obligations set out in this DPA. Customer's inspection rights under this DPA do not extend to Honeycomb's employee payroll, personnel records or any portions of its sites, books, documents, records, or other information that do not relate to the Services or to the extent they pertain to third parties.

7.2. **Process.** Subject to reasonable written notice from Customer, Honeycomb will permit audits conducted by a third-party auditor acting on Customer's behalf to enable Customer to verify that Honeycomb is in compliance with the obligations under this DPA. Audits and inspections will be carried out at mutually agreed times during regular business hours.

7.3. **Confidentiality.** All information obtained during any such request for information or audit will be considered Honeycomb's confidential information under the Services Agreement and this DPA. The results of the inspection and all information reviewed during such inspection will be deemed Honeycomb 's confidential information. The third party auditor may only disclose to Customer specific violations of this DPA if any, and the basis for such findings, and shall not disclose any of the records or information reviewed during the inspection.

8. **CONTRACTING WITH SUBPROCESSORS**

Customer hereby consents to Honeycomb's engagement of Subprocessors in connection with the processing of the Personal Data. Honeycomb will enter into written agreements with each Subprocessor containing reasonable provisions relating to the implementation of technical and organizational measures

in compliance with the GDPR. Honeycomb will remain liable for acts and omissions of its Subprocessors in connection with the provision of the Services.

Upon written request, Honeycomb will make the list of applicable Subprocessors available to Customer. Customer may reasonably object to any new Subprocessor, in which case Honeycomb will use reasonable efforts to make a change in the Service or recommend a commercially reasonable change to avoid processing by such Subprocessor. If Honeycomb is unable to provide an alternative, Customer may terminate the effected Services.

9. TRANSFERS OUTSIDE OF THE EUROPEAN ECONOMIC AREA

9.1. Customer acknowledges that Honeycomb may, without Customer's prior written consent, transfer the Personal Data to a foreign jurisdiction provided such transfer is either (i) to a country or territory which has been formally recognized by the European Commission as affording the Personal Data an adequate level of protection or (ii) the transfer is otherwise safeguarded by mechanisms, such as the Privacy Shield Framework, Standard Contractual Clauses, Binding Corporate Rules, and other certification instruments, recognized and approved by the European Commission from time to time.

9.2. Honeycomb is a participant in and self-certified to the EU-U.S. Privacy Shield framework. Customer hereby acknowledges and agrees that on the request of the United States Department of Commerce (or any successor body) or a competent supervisory authority, enforcement or other public or regulatory authority, court or tribunal, Honeycomb may make available to them a summary or representative copy of this DPA or any relevant provisions in the Service Agreement.

10. INFORMATION OBLIGATIONS AND INCIDENT MANAGEMENT

10.1. **Data Breach.** Honeycomb will notify Customer of any Data Breach of which it becomes aware without undue delay consistent with measures necessary to determine the scope of the breach and to restore the integrity of Honeycomb's systems. Honeycomb will use reasonable efforts to investigate the Data Breach and take any actions that are reasonably necessary to mitigate damage, as required by law and as appropriate under the circumstances.

10.2. **Notification.** Honeycomb's notification of a Data Breach, to the extent known, will include: (a) the nature of the Data Breach; (b) the date and time upon which the Data Breach took place and was discovered; (c) the number of Data Subjects affected by the incident; (d) the categories of Personal Data involved; (e) the measures – such as encryption, or other technical or organizational measures – that were taken to address the incident, including measures to mitigate the possible adverse effects; (f) the name and contact details of the data protection officer or other contact; and (g) a description of the likely consequences of the Data Breach.

10.3. **Coordination.** Honeycomb will reasonably assist Customer in fulfilling its obligations to notify Data Subjects and the relevant authorities in relation to a Data Breach, provided that nothing in this section shall prevent either Party from complying with its obligations under Data Protection Laws. The Parties agree to coordinate in good faith on developing the content of any related public statements.

11. LIABILITY AND INDEMNITY

Any claims brought under this DPA will be subject to the same terms and conditions, including the exclusions and limitations of liability, as are set out in the Services Agreement.

12. GENERAL

12.1. Termination or expiration of this DPA shall not discharge the Parties from their obligations that by their nature may reasonably be deemed to survive the termination or expiration of this DPA.

12.2. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not

invalidate or render unenforceable such provision in any other jurisdiction. The Parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute and shall incorporate such substitute provision into this Agreement.

12.3. Facsimile or scanned signatures and signed facsimile or scanned copies of this DPA shall legally bind the parties to the same extent as originals. This DPA may be executed in multiple counterparts all of which taken together shall constitute one single agreement between the parties.

The Parties' authorized signatories have duly executed this DPA.

Hound Technology, Inc.

Customer: _____

Signed

Signed

Print Name:

Print Name:

Title:

Title:

Date:

Date: