

## Data Processing Addendum

This Data Processing Addendum ("**DPA**") is attached to and made part of the Galvanize Master Subscription Agreement ("**MSA**"). This DPA applies when Galvanize or any of its Affiliates Processes Personal Data on behalf of Customer in connection with the Cloud Products or any related services. Capitalized terms not otherwise defined in this DPA have the meanings given to them in the MSA and the applicable Data Protection Laws.

### Definitions

1. "Data Protection Laws" means all laws and regulations applicable to the Processing of Personal Data pursuant to the MSA, including, but not limited to, the EU General Data Protection Regulation ("**GDPR**") and the California Consumer Privacy Act of 2018 ("**CCPA**"), each as may be amended from time to time.
2. "Personal Data" means "personal data" or "personal information" as those terms are defined in the applicable Data Protection Laws, including, by way of example, an individual's name, address, email address, username, billing information or other like information.
3. "Process" or "Processing" means the collection, use, storage, disclosure, erasure or destruction of Personal Data, or any other operation or set of operations performed on Personal Data, whether or not by automated means.

### Terms

1. Roles. Customer will act as the "Controller", being the party who determines the purposes and means of the Processing of Personal Data. Galvanize will act as the "Processor" being the service provider who Processes Personal Data on behalf of the Customer. Customer authorizes Galvanize to engage sub-processors in accordance with the terms of this DPA. Each party will comply with the provisions of the Data Protection Laws that apply to its role as Controller or Processor, respectively.
2. Purpose and Duration of Processing. Each party will Process Personal Data only as necessary for the provision and use of the Cloud Products and related services, and for as long as Customer has a valid paid subscription to the Cloud Products.
3. Categories of Personal Data. The categories of Personal Data to be Processed will be determined solely by Customer and may include: name, address, email address, employee data or billing information. The categories of individuals whose Personal Data may be processed are: employees, contractors or representatives of Customer or of Customer's clients, suppliers or business partners. Galvanize does not collect Personal Data directly from individuals.
4. Storage Location. Customer Data will be stored in the regional data centre(s) chosen by Customer (e.g. in the United States, Germany, Singapore, Australia, Canada or such other location offered by Galvanize from time to time). User names and email addresses of Customer's users of the Cloud Products will be stored in the United States.
5. Customer Obligations. Customer represents and warrants that its Processing of Personal Data in connection with the Cloud Products will comply at all times with applicable Data Protection Laws. In any circumstances where providing Personal Data will not comply with Data Protection Laws, Customer must not submit or provide such Personal Data.
6. Galvanize Obligations. Galvanize will:
  - a. Process Personal Data only on the written instructions of Customer. This DPA and the MSA are Customer's written instructions for this purpose. Customer warrants that it is and will remain authorized to give these instructions, as well as any future instructions regarding the Processing of Personal Data, and that Customer's instructions will comply with Data Protection Laws. Galvanize will notify Customer if it believes Customer's instructions violate any Data Protection Laws;
  - b. ensure that persons authorized to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Galvanize will ensure that access to Personal Data is limited to only those individuals who need to know or access the Personal Data for purposes of providing the Cloud Products and related services in accordance with the MSA;
  - c. not "sell" (as that term is defined in the CCPA) Personal Data and will not retain, use or disclose Personal Data obtained from Customer (i) outside the direct relationship between Galvanize and Customer; (ii) for any purposes other than for the specific purposes of providing the Cloud Products and related services specified in the MSA; or (iii) for any "commercial purpose" (as defined in the CCPA) other than providing the Cloud Products and related services;
  - d. implement and maintain appropriate technical and organizational measures to protect the security, confidentiality and integrity of the Personal Data Processed by Galvanize as set forth in the security provisions of the MSA. Galvanize will regularly monitor compliance with these measures;

- e. use only sub-processors who maintain at least the same level of security measures and adequate safeguards as required under this DPA and who have entered a written agreement (which may be electronic) with Galvanize requiring such measures and safeguards. Galvanize will provide Customer with a list of such sub-processors upon request. Galvanize will inform Customer of any intended change to its sub-processors and will provide Customer with an opportunity to object to such change. If a sub-processor fails to fulfill its data protection obligations, Galvanize will be liable for the performance of such obligations;
  - f. notify Customer, without undue delay and, where feasible, within 48 hours, after becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data Processed by Galvanize, and take all steps reasonably within Galvanize's control to mitigate and remediate the breach. Galvanize will not assess the contents of Customer Data to identify information subject to specific legal requirements. Customer is solely responsible for complying with incident notification laws applicable to Customer. Galvanize's notification of or response to a breach of security will not be construed as an acknowledgement by Galvanize of any fault or liability with respect to such breach;
  - g. notify Customer promptly, and where feasible within 15 days, if Galvanize receives requests from individuals to exercise their rights with respect to their Personal Data being Processed by Galvanize. Galvanize will not respond to such individuals without Customer's prior written consent, except to confirm that such request relates to Customer;
  - h. meet its obligations under the applicable Data Protection Laws to: (i) assist Customer in responding to individuals' requests to exercise their rights with respect to their Personal Data being Processed by Galvanize; and (ii) meet Customer's legal obligations with respect to breach notification, data protection impact assessments, or the cooperation or prior consultation with a supervisory authority with respect to Personal Data Processed by Galvanize; provided and to the extent Customer does not otherwise have access to the relevant information and taking into account the nature of the Processing and the information available to Galvanize. Customer will be responsible for any costs arising from Galvanize's provision of such assistance, except to the extent prohibited by applicable Data Protection Laws;
  - i. upon the written request of Customer, either delete or return Personal Data to Customer to the extent Customer is unable to do so itself through the Cloud Products, subject to any legal or regulatory obligations to maintain or store the Personal Data; and
  - j. provide Customer with all information necessary to demonstrate Galvanize's compliance with applicable Data Protection Laws, and contribute to audits or inspections to be conducted by or on behalf of Customer no more than once in any calendar year, unless an additional audit is required by the Data Protection Laws or regulatory authority, or is reasonably necessary due to genuine concerns regarding Galvanize's compliance with this DPA. Customer will provide reasonable advance notice of any audit and will abide by Galvanize's reasonable security requirements. Before commencement of any such audits or inspections, the parties will mutually agree upon the scope, timing and duration of the audit or inspection. Unless restricted by applicable Data Protection Laws, Galvanize may charge for any time expended for such audit or inspection at Galvanize's then-current rates, which will be made available to Customer.
7. Data Transfers. Pursuant to the GDPR, the legal mechanisms in place to safeguard Personal Data transferred by Customer to Galvanize or its Affiliates in a country outside the European Union, the EEA, Switzerland or the United Kingdom include an adequacy decision, EU-US Privacy Shield certification, binding corporate rules and the Standard Contractual Clauses located at [www.wegalvanize.com/terms](http://www.wegalvanize.com/terms) which are incorporated herein by reference and will apply to any transfers not covered by the other legal mechanisms. Galvanize will not onward transfer Personal Data that is subject to the GDPR to a country outside the European Union, the EEA, Switzerland or the United Kingdom, except where appropriate legal mechanisms are in place to safeguard such Personal Data in compliance with GDPR.

v. Jan 28-2020