

## DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**Addendum**") supplements the Terms of Use ("Terms") and/or other written or electronic agreement ("**Agreement**") between: (i) Keeper Security, Inc. ("**Keeper**" or "**Vendor**") acting on its own behalf and as agent for any Keeper Affiliate; and (ii) \_\_\_\_\_ ("**Customer**") acting on its own behalf and as agent for any Customer Affiliate.

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement, or if undefined in either the Addendum or Agreement, such terms shall have the meaning as per the European General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016)(as amended from time to time)("GDPR"). Except as modified below, the terms of the Agreement shall remain in full force and effect.

### 1. Definitions

In this Addendum, the following terms shall have the meanings set out below:

- 1.1. **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.
- 1.2. **Applicable Laws** means all laws applicable to the Processing of Customer Data, which may include EU Data Protection Laws, other laws of the European Union or any Member State thereof, and the laws of any other country to which the Customer or the Customer Data is subject.
- 1.3. **Controller** means the entity which alone or jointly with others determines the purposes and the means of the Processing of Personal Data.
- 1.4. **Data Subject** refers to a natural person whose Personal Data is processed in the context of this Addendum.
- 1.5. **EU Data Protection Laws** means GDPR and the e-Privacy Directive 2002/58/EC (as amended by Directive 2009/136/EC, and as amended and replaced from time to time) and their national implementing legislation, if any.
- 1.6. **GDPR** means EU General Data Protection Regulation 2016/679.
- 1.7. **Personal Data** means any information relating to an identified or identifiable natural person.
- 1.8. **Processor** means the entity that processes Personal Data on behalf of a Controller.
- 1.9. **Processing or Process** means any operation or set of operations which is performed on Personal Data, individually or in sets, 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
- 1.10. **Services** means the services and other activities to be supplied or carried out by Keeper for Customer pursuant to the Agreement;
- 1.11. **Standard Contractual Clauses** means the standard contractual clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection set out in the European Commission's decision (C(2010)593) of 5 February 2010, attached hereto as Annex 3.
- 1.12. **Subprocessor** means any Processor engaged by Keeper Security to process personal data in connection with the Services.

## **2. PROCESSING OF PERSONAL DATA**

- 2.1. The purpose of the processing under the Addendum is the provision of the Services by Keeper as specified in the Agreement. The parties agree that with regard to the processing by Keeper on behalf of Customer, Customer is the Controller and Keeper is the Processor. The categories and types of Personal Data processed by Keeper are listed in sub-appendix A.
- 2.2. Keeper may only act and process the Personal Data in accordance with the documented instructions from the Customer (the "Instruction"), unless required by law to act without such instruction. The Instruction at the time of entering into this Addendum is that Keeper may only process the Personal Data with the purpose of delivering the Services as described in the Agreement. Subject to the terms of this Addendum, and with mutual agreement of the parties, the Customer may issue additional written instructions consistent with the terms of this Addendum. The Customer is responsible for ensuring that all individuals who provide written instructions are authorized to do so.
- 2.3. Keeper will inform the Customer of any instruction that it deems to be in violation of Applicable Laws, including EU Data Protection Laws, and will not execute the instructions until they have been confirmed or modified.

## **3. CONFIDENTIALITY AND SECURITY**

- 3.1. Keeper shall treat all Personal Data as strictly confidential information. The Personal Data may not be copied, transferred or otherwise processed in conflict with the Instruction, unless the Customer in writing has agreed. Keeper's employees shall be subject to an obligation of confidentiality that ensures that the employees shall treat all the Personal Data under this Addendum with strict confidentiality. Personal Data will only be made available to personnel that require access to such Personal Data for the delivery of the Services and this Addendum.
- 3.2. Keeper shall implement the appropriate technical and organizational measures as set out in this Agreement and in the Applicable Laws, including in accordance with GDPR, article 32. The security measures are subject to technical progress and development. Keeper may update or modify the security measures from time-to-time provided that such updates and modifications do not result in the degradation of the overall security. Keeper shall provide documentation for Keeper's security measures if requested by the Customer in writing.

## **4. RIGHTS OF THE DATA SUBJECT**

- 4.1. If the Customer receives a request from a data subject for the exercise of the data subject's rights under the Applicable Laws and the correct and legitimate reply to such a request requires Keeper's assistance, Keeper shall assist the Customer by providing the necessary information and documentation. Keeper shall be given reasonable time to assist the Customer with such requests in accordance with the Applicable Laws.
- 4.2. If Keeper receives a request from a data subject for the exercise of the data subject's rights under the Applicable Laws and such request is related to the Personal Data of the Customer, unless prohibited by law, Keeper will immediately forward the request to the Customer and refrain from responding to the person directly unless and until otherwise instructed by Customer. To the extent legally permissible, Customer shall be responsible for all reasonable costs arising or relating to Keeper's assistance or compliance with such requests.

## **5. PERSONAL DATA BREACHES**

- 5.1. Keeper shall give immediate notice to the Customer if a breach occurs, that can lead to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to, Personal Data transmitted, stored or otherwise processed on behalf of the Customer (a "Personal Data Breach").
- 5.2. Keeper shall make reasonable efforts to identify the cause of such a breach and take those step as they deem necessary to establish the cause, and to prevent such a breach from reoccurring.

## **6. DOCUMENTATION OF COMPLIANCE AND AUDIT RIGHTS**

- 6.1. Upon request by a Customer, for cause or to the extent required by Article 28 of the GDPR, Keeper shall make available to the Customer all relevant information necessary to demonstrate compliance with this Addendum, and shall allow for and reasonably cooperate with audits, including inspections by the Customer or an auditor mandated by the Customer. The Customer shall give notice of any audit or document inspection to be conducted and shall make reasonable endeavours to avoid causing damage or disruption to Keeper's premises, equipment and business in the course of such an audit or inspection. Any audit or document inspection shall be carried out with reasonable prior written notice of no less than sixty (60) calendar days, and shall not be conducted more than once a year.
- 6.2. The Customer may be requested to sign a non-disclosure agreement reasonably acceptable to Keeper before being furnished with the above. To the extent permitted by applicable law, Customer shall bear the costs and expenses incurred in respect of the parties' compliance with their obligations under this clause.

## **7. DATA TRANSFERS**

- 7.1. If the parties transfer Personal Data originating from the European Economic Area ("EEA") to a party located in countries outside the EEA that have not received a binding adequacy decision by the European Commission, such transfers shall be made in compliance with applicable data transfer legal requirements and only by documented instructions from Customer. The parties acknowledge and agree to abide by the obligations set out in the Standard Contractual Clauses, found in Sub-Appendix C, and which are hereby incorporated into and form part of the Addendum, for any transfers of Personal Data outside of the EEA.
- 7.2. If Customer believes these measures are insufficient to satisfy legal requirements under any particular circumstance, Customer shall provide written notice of its grounds for such opinions to Keeper and the Parties shall work together in good faith to find a mutually agreeable alternative.

## **8. SUB-PROCESSORS**

- 8.1. Keeper is given general authorization to engage third-parties to process the Personal Data ("Sub-Processors") without obtaining any further written, specific authorization from the Customer. Keeper shall complete a written sub-processor agreement with any Sub-Processor. Such an agreement shall at a minimum provide the same data protection obligations as the ones applicable to Keeper, including the obligations under this Addendum. Keeper shall, on an ongoing basis, monitor and control its Sub-Processors' compliance with the applicable Data Protection Law, and documentation of such monitoring and control shall be provided to the Customer, if requested in writing.
- 8.2. At the time of entering into this Agreement, Keeper is using the Sub-Processors listed in sub-appendix B. Keeper shall notify Customer of any new Sub-Processors, which notice may be given by posting details of such addition to the sub-processors list available at <https://www.keepersecurity.com/GDPR.html> or by e-mail (where Customer has requested to receive notice by sending an email to [gdpr@keepersecurity.com](mailto:gdpr@keepersecurity.com) within ten (10) days of executing this Addendum ) no less than ten (10) business days before authorizing such Sub-Processor to Process Personal Data in connection with the provision of the Services.
- 8.3. Customer may, in good faith, reasonably object to Keeper's use of a new Sub-Processor by providing written notice to Processor by e-mail at [gdpr@keepersecurity.com](mailto:gdpr@keepersecurity.com) within ten (10) business days of receiving notification from Customer of a potential new Sub-Processor. Such written notice shall include, at a minimum, Customer's good faith, reasonable grounds for the objection. Keeper shall use commercially reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's use of the Services to avoid processing of Personal Data by the challenged Sub-Processor. The absence of any objections from the Customer within ten (10) business days shall be deemed consent to the relevant Sub-Processor.
- 8.4. In the event the Customer objects to a new Sub-Processor and Keeper cannot accommodate the Customer's objection, the Customer may terminate the Services with respect only to the Services that

cannot be provided by Keeper without the use of the challenged new Sub-Processors by providing written notice to Keeper.

8.5. Keeper is accountable to the Customer for any Sub-Processor in the same way as for its own actions and omissions.

**9. TERMINATION; RETURN OR DELETION OF PERONAL DATA**

9.1. Following expiration or termination of the Agreement, Keeper will delete or return to the Customer all Personal Data in its possession as provided in the Agreement except to the extent Keeper is required by the Applicable Laws to retain some or all of the Personal Data (in which case Keeper will archive the data and implement reasonable measures to prevent the Personal Data from any further processing). The terms of this Addendum will continue to apply to such Personal Data.

**10. DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION**

10.1. If Keeper’s assistance is necessary and relevant, the parties will cooperate to the extent reasonably necessary in preparing data protection impact assessments in accordance with GDPR, article 35, along with any prior consultation in accordance with GDPR, article 36. The parties will each bear their respective costs when fulfilling such obligations.

**11. MISCELLANEOUS**

11.1. **Limitation of Liability:** The total aggregate liability to Customer, of whatever nature, whether in contract, tort or otherwise, of Keeper arising from or in any way connected with this engagement shall be subject to the “Limitation of Liability” clause set out in the Agreement.

11.2. **Modification of Addendum:** This Addendum may only be modified by a written amendment signed by each of the Parties.

11.3. **Governing Law:** This Addendum is governed by, and shall be construed in accordance with, the laws governing the Agreement.

11.4. **Invalidity and Severability; Conflict:** If any provision of this Addendum is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any other provision of this Addendum and all provisions not affected by such invalidity or unenforceability will remain in full force and effect. In the event of any inconsistency between this Addendum and Standard Contractual Clauses entered into by the parties, if any, the Standard Contractual Clauses shall prevail.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

**Keeper Security, Inc.**

**Customer**

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## **SUB-APPENDIX A**

### **1. Personal Data**

1.1 Keeper processes the following types of Personal Data in connection with its delivery of the services:

- 1.1.1 The personal data transferred concern contact information (name, address, email, phone), entity data, navigational data (including website usage information), email data, system usage data, application integration data, and other electronic data submitted, stored, sent or received by end users via the Services.
- 1.1.2 Information as described in Keeper's Privacy Policy located at <https://keepersecurity.com/privacy>.

### **2. Categories of Data Subjects**

2.1 Keeper processes personal data about the following categories of data subjects on behalf of the Customer:

- 2.1.1 Customer
- 2.1.2 Customer's Authorized End Users, including employees of Customer.

## SUB-APPENDIX B – Approved Sub-processors

1.1 The following Sub-Processors shall be considered approved by the Customer at the time of entering into this Agreement

<b>Name</b>	<b>Location</b>	<b>Nature of Processing</b>
Google, Inc.	US	Provision of E-mail delivery services
Google Analytics	US	Usage and website analytics
Salesforce	US	Customer account management
Hubspot	US	Inbound marketing and sales
HelpScout	US	Email support
Hotjar	EU	Website tracking and analytics
Amazon AWS	US/EU	Cloud Infrastructure
Salesloft	US	Data Enrichment
Stripe	US/EU	Payment processor
Atlassian	US	Product Management
PayPal	US	Payment processor
Rakuten	US	Affiliates
Olark	US	Support chat services
Drift	US	Marketing and support chat services
Adjust	Germany	Data Enrichment/Analytics
ZoomInfo	US	Data Enrichment
Impact Tech	US	Data Enrichment
Calendly	US	Account scheduling
ChurnZero	US/EU	Data Enrichment
Braze	US/EU	User communication and marketing
Facebook	US	Social Media
Vimeo	US	Website video display
Survey Monkey	US	Survey analytics

**SUB-APPENDIX C**

**(EU Standard Contractual Clauses)**

**Standard Contractual Clauses (processors)**

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organization:

Address:

Tel.:

fax:

e-mail:

Other information needed to identify the organisation:

.....  
(the data **exporter**)

And

Name of the data importing organisation: Keeper Security, Inc.

Address: 820 W. Jackson Blvd., Suite 400, Chicago, IL 60607

Tel.: (312) 829-2680

fax: N/A

e-mail: [support@keepersecurity.com](mailto:support@keepersecurity.com)

Other information needed to identify the organisation: Not applicable  
(the data **importer**)

each a “party”; together “the parties”,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

*Clause 1*

**Definitions**

For the purposes of the Clauses:

- (a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) 'the data exporter' means the controller who transfers the personal data;
- (c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) 'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be

carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

- (e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a customer in the Member State in which the data exporter is established;
- (f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

## Clause 2

### **Details of the transfer**

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

## Clause 3

### **Third-party beneficiary clause**

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

## Clause 4

### **Obligations of the data exporter**

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;



- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

## Clause 5

### **Obligations of the data importer**

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:

- (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
  - (ii) any accidental or unauthorised access; and
  - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
  - (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
  - (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
  - (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
  - (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
  - (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

## Clause 6

### **Liability**

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.
3. The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.
4. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer,

unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

#### Clause 7

##### **Mediation and jurisdiction**

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
  - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
  - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

#### Clause 8

##### **Cooperation with supervisory authorities**

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

#### Clause 9

##### **Governing Law**

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

#### Clause 10

##### **Variation of the contract**

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

#### Clause 11

##### **Subprocessing**

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same

obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

**Obligation after the termination of personal data processing services**

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

**On behalf of the data exporter:**

Name (written out in full): [ ]

Position: [ ]

Address: [ ]

Other information necessary in order for the contract to be binding (if any):

Signature.....

(stamp of organisation)

**On behalf of the data importer:**

Name (written out in full):

Position:

Address: **Keeper Security, Inc., 820 W. Jackson Blvd., Suite 400, Chicago, IL 60607**

Other information necessary in order for the contract to be binding (if any):

Signature.....

(stamp of organisation)

## Appendix 1 to the Standard Contractual Clauses

### Data exporter

The data exporter is the Customer, as defined in the Agreement.

### Data importer

The data importer is Keeper Security, Inc., a global provider of SaaS zero-knowledge encryption products and services.

### Data subjects

The personal data transferred concerns the data exporter and data exporter's Authorized End Users including employees, contractors and the personnel of customers, suppliers, collaborators, and subcontractors.

### Categories of data

The personal data transferred concerns contact information (name, address, email, phone), entity data, navigational data (including website usage information), email data, system usage data, application integration data, and other electronic data submitted, stored, sent or received by Authorized End Users via the Services.

### Special categories of data (if appropriate)

The parties do not anticipate the transfer of special categories of data.

### Processing operations

The personal data transferred will be subject to the following basic processing activities:

#### Scope of Processing

Personal data may be processed for the following purposes: (a) to provide the Services (which may include the detection, prevention, and resolution of security and technical issues); (b) to respond to customer support requests; and (c) otherwise to fulfill the obligations under the Agreement.

The Data Exporter instructs the Data Importer to process personal data in countries in which the Data Importer or its sub-processors maintain facilities as necessary for it to provide the Services.

#### Term of Data Processing

Data processing will be for the term specified in the Agreement. For the term of the Agreement, and for a reasonable period of time after the expiry or termination of the Agreement, the Data Importer will provide Data Exporter with access to, and the ability to export, the Data Exporter's personal data processed pursuant to the Agreement.

#### Data Deletion

For the term of the Agreement, the Data Importer will provide the Data Exporter with the ability to delete data as detailed in the Agreement.

#### Access to Data

For the term of the Agreement, the Data Importer will provide the Data Exporter with the ability to correct, block, export and delete the Data Exporter's personal data from the Services in accordance with the Agreement.

Sub-processors

The Data Importer may engage sub-processors to provide parts of the Services. The Data Importer will ensure sub-processors only access and use the Data Exporter's personal data to provide the Data Importer's products and services and not for any other purpose.

**DATA EXPORTER:**

Name:

Authorised Signature .....

**DATA IMPORTER: Keeper Security, Inc.**

Name:

Authorised Signature:

**APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES**

This Appendix forms part of the Clauses and must be completed and signed by the parties.

**Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):**

Keeper Security will maintain the administrative, physical and technical safeguards in place set forth at [www.keepersecurity.com/security](http://www.keepersecurity.com/security). Notwithstanding any provision to the contrary otherwise agreed to by Data Exporter, Keeper Security may modify or update these practices at its discretion provided that such modification and update does not result in a material degradation in the protection offered by these practices. All capitalized terms not otherwise defined herein shall have the meanings as set forth in the Agreement.

**DATA EXPORTER:**

Name:

Authorised Signature .....

**DATA IMPORTER: Keeper Security, Inc.**

Name:

Authorised Signature: .....