Data Processing Addendum

This Data Processing Addendum, and all its attachments (this "**DPA**") is incorporated into the Main Subscription Agreement or similar agreement for the provision of the Services (the "**MSA**") between the undersigned Customer and BetterCloud, Inc. ("**BetterCloud**"). Capitalized but undefined terms used in this DPA will have the meanings assigned to those terms in the MSA.

In the course of providing the Services to Customer pursuant to the MSA, BetterCloud may Process Personal Data on behalf of Customer. BetterCloud agrees to comply with the following provisions with respect to its Processing of Customer Personal Data.

1.   DEFINITIONS

"**Adequate Data Protection Destination**" means a country, a territory or one or more specified sectors within a third country, or an international organization (each a "**Destination**") determined by a Supervisory Authority under applicable Data Protection Law as a Destination to which Customer Personal Data may be transferred or made available on the basis that the Destination provides an adequate level of protection for Personal Data and without specific authorization but does not include a Destination where such a determination has been revoked or found invalid either by a Supervisory Authority or a court with applicable jurisdiction from the time of such revocation or finding.

"**Controller**" means the entity which determines the purposes and means of the Processing of Personal Data.

"**Customer**" shall mean the undersigned Customer and shall include jointly and severally Customer's Affiliates who submit or provide Customer Personal Data to the Services in connection with the MSA.

"**Customer Personal Data**" means Personal Data submitted or provided by or for Customer, or at Customer's direction, to BetterCloud in connection with Customer's use of the Services, and to which Data Protection Laws apply.

"**Data Protection Laws**" means all applicable data privacy laws and regulations, including data privacy laws and regulations of the European Union ("**EU**"), the European Economic Area ("**EEA**") and their member states, Switzerland, and the United Kingdom ("**UK**"), applicable to the Processing of Customer Personal Data by BetterCloud in connection with the MSA.

"**Data Subject**" means an identified or identifiable natural person about whom BetterCloud Processes Personal Data in connection with the Services.

"**DPA Effective Date**" means the date on which the parties execute this DPA.

"**GDPR**" means the EU General Data Protection Regulation (EU) 2016/679.

"**Personal Data**" means any information which relates to an identified or identifiable natural person as defined under applicable Data Protection Laws.

"**Personal Data Breach**" means a breach of BetterCloud's security leading to the unauthorized, accidental or unlawful destruction, loss, alteration, disclosure of, or access to, Customer Personal Data in BetterCloud's possession, custody or control.

"**Process/Processing**" shall have the same meaning as in applicable Data Protection Laws.

"**Processor**" means the entity which Processes Personal Data on behalf of the Controller.

"**Relevant Transfer**" means the transfer or making available of Customer Personal Data to a legal or natural person(s) that are not in relation to that Customer Personal Data subject to Data Protection Laws.

"**Security Documentation**" means the security measures applicable to the Services purchased by Customer, as described in Annex II of the SCCs and the summaries of the then-current SSAE 16 SOC Type II audit reports (or comparable industry-standard successor report) that BetterCloud generally makes available to its customers as updated from time to time, or otherwise made reasonably available by BetterCloud.

"**Standard Contractual Clauses**" or "**SCCs**" means standard contractual clauses set out in the European Commission Decision of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 set out at:
https://www.bettercloud.com/2021standardcontractualclauses/ and Attachment 2.

"**Sub-processor**" means any entity that BetterCloud engages to Process Customer's Personal Data on behalf of BetterCloud as part of the Services.

"**Supervisory Authority**" means a competent data protection regulator appointed pursuant to applicable Data Protection Laws.

"**Transparency Report**" is the publicly available report including information regarding requests made by government agencies or law enforcement officials to obtain Personal Data from BetterCloud and that is located at https://www.bettercloud.com/transparencyreport/ or at such other URL as BetterCloud may provide from time to time.

"**UK Addendum**" Addendum B.1.0 issued by the UK Information Commissioner's Office in accordance with s119A of the Data Protection Act 2018 set out at: https://www.bettercloud.com/ukaddendum/ and Attachment 3.

2. **PROCESSING OF CUSTOMER PERSONAL DATA**

2.1 **Roles of the Parties**; **Purpose**. The parties acknowledge and agree that with regard to the Processing of Customer Personal Data, Customer is the Controller, BetterCloud is a Processor and that BetterCloud may engage Sub-processors pursuant to the requirements set forth herein.

2.2 **BetterCloud's Processing of Personal Data**. BetterCloud shall only Process Customer Personal Data on behalf of and in accordance with Customer's instructions. Customer instructs BetterCloud to Process Customer Personal Data for the following purposes: (i) Processing in accordance with the MSA, the DPA and applicable Order Form(s); (ii) Processing for Customer which is initiated by Admins in their use of the Services; and (iii) Processing to comply with other reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the MSA and this DPA. This DPA and the MSA are Customer's complete and final instructions to BetterCloud for the Processing of Customer Personal Data. Any additional or alternate instructions must be agreed upon separately in writing signed by authorized representatives of both parties.

2.3 **Customer's Processing of Personal Data**. Customer shall, in its use of the Services, Process Customer Personal Data in accordance with the requirements of Data Protection Laws. Customer shall have sole responsibility for the accuracy, quality, and legality of Customer Personal Data and the means by which Customer acquired Personal Data.

2.4 **Security of Processing**. BetterCloud will secure Customer Personal Data by implementing appropriate technical and organizational measures designed to provide a level of security appropriate to the risk, as required under the applicable Data Protection Laws. Such measures include those set forth in the Security Documentation. BetterCloud will not materially decrease the overall security of the Services during the term of the MSA.

2.5 **BetterCloud's Security Assistance**. BetterCloud will (taking into account the nature of the processing of Customer Personal Data and the information available to BetterCloud) provide Customer with reasonable assistance necessary for Customer to comply with its obligations in respect of Customer Personal Data under Data Protection Laws, including Articles 32 to 34 (inclusive) of the GDPR, by (a) implementing the security measures in accordance with Section 2.4 (Security of Processing); (b) complying with the terms of Section 2.8 (Personal Data Breach Notification); and (c) providing Customer with the third-party certifications and summaries of the audit reports set forth in the Security Documentation in accordance with Section 2.14 (Audits).

2.6 **Customer's Security Responsibilities**. Customer agrees that, without prejudice to BetterCloud's obligations under Section 2.8 (Personal Data Breach Notification), Customer is solely responsible for its use of the Services, including (a) making appropriate use of the Services to ensure a level of security appropriate to the risk in respect of the Customer Personal Data; (b) securing the account authentication credentials, systems and devices Customer uses to access the Services; and (c) backing up its Customer Personal Data.

2.7 **Customer's Security Assessment**. Customer is solely responsible for reviewing the Security Documentation and the security measures listed in Annex II of the SCCs, if applicable, and evaluating for itself whether the Services, the Security Documentation and BetterCloud's data security commitments

under this DPA and the SCCs, if applicable, will meet Customer's needs, including with respect to any security obligations of Customer under the Data Protection Laws.

2.8 **Personal Data Breach Notification**. BetterCloud will notify Customer without undue delay after becoming aware of a Personal Data Breach. BetterCloud shall make reasonable efforts to identify and remediate the cause of such Personal Data Breach and will provide sufficient information to Customer to allow Customer to meet any obligations to report or inform individuals or regulators of the Personal Data Breach. Customer is solely responsible for complying with incident notification laws applicable to Customer and fulfilling any third party notification obligations related to any Personal Data Breach. BetterCloud's notification of or response to a Personal Data Breach under this Section 2.8 will not be construed as an acknowledgement by BetterCloud of any fault or liability with respect to the Personal Data Breach.

2.9 **Impact Assessments and Consultations**. BetterCloud will (taking into account the nature of the processing and the information available to BetterCloud) reasonably assist Customer in complying with its obligations under Data Protection Laws in respect of data protection impact assessments and prior consultation, including, if applicable, Customer's obligations pursuant to Articles 35 and 36 of the GDPR.

2.10 **Data Subject Rights.** During the term of the MSA, if BetterCloud receives any request from a Data Subject in relation to Customer Personal Data, BetterCloud will promptly notify Customer of such request and Customer will be responsible for responding to any such request unless otherwise authorized by the Customer or required by Data Protection Laws. Upon request from Customer, BetterCloud shall provide commercially reasonable assistance to Customer in relation to the handling of a Data Subject's request for exercising the Data Subject's rights laid down in the Data Protection Laws, taking into account the nature of BetterCloud's Processing of Customer Personal Data and solely to the extent Customer is unable to fulfill such requests through the Services. Customer shall be responsible for any costs arising from BetterCloud's provision of such assistance.

2.11 **Deletion of Customer Personal Data**. BetterCloud shall delete all Customer Personal Data and copies thereof upon request of Customer, unless otherwise required by the applicable Data Protection Laws, provided, however, that BetterCloud shall delete backup data and operational or system log data in the ordinary course of business. In the event applicable law does not permit BetterCloud to delete the Customer Personal Data, BetterCloud warrants that it shall ensure the confidentiality of the Customer Personal Data and that it shall not use or disclose any Customer Personal Data after termination of the MSA, except as required by law.

2.12 **Data Storage and Processing Facilities**. BetterCloud may, subject to Section 2.13 (Data Transfers), store and process Customer Personal Data anywhere BetterCloud or its Sub-processors maintain facilities.

2.13 **Data Transfers.**

   (a) The transfer or making available of Customer Personal Data originating from the EEA or Switzerland and subject to Data Protection Laws to any other country other than an Adequate Data Protection Destination shall be subject to the SCCs and Attachment 1.

(b) The Relevant Transfer of Customer Personal Data originating from the UK to any other country other than an Adequate Data Protection Destination shall be subject to the SCCs (as amended by the UK Addendum), Attachment 1 and the UK Addendum.

(c) For the purpose of this Section 2.13, where Customer Personal Data has been transferred or made available to the UK from the EEA, or to the EEA from the UK then any onward transfer of such Customer Personal Data shall be treated as the transferred Customer Personal Data originating from the EEA or UK as appropriate.

(d) For the avoidance of doubt, where the SCCs and Attachment 1 and/or UK Addendum are applicable to a transfer or making available of Customer Personal Data pursuant to this Section 2.13 and where the relevant Destination is determined to be an Adequate Data Protection Destination, then Parties agree that SCCs and Attachment 1 and/or UK Addendum (as applicable) shall be terminated with respect to the processing of that Customer Personal Data.

2.14 **Audits**.
  (a) BetterCloud will make available to Customer all information reasonably necessary to demonstrate compliance with its obligations under the Data Protection Laws. Upon Customer's written request at reasonable intervals, BetterCloud shall provide a copy of BetterCloud's then most recent summaries of third-party audits or certifications, as applicable, that BetterCloud generally makes available to its customers at the time of such request.
  (b) If Customer reasonably believes it needs further information in order to confirm BetterCloud's compliance with the provisions of this DPA relating to Customer Personal Data, BetterCloud will use commercially reasonable efforts to respond to written questions by Customer regarding the Security Documentation.
  (c) If Customer is not satisfied with BetterCloud's responses to questions provided pursuant to Section 2.14.(b) and if GDPR or the SCCs grant Customer the right to audit BetterCloud's Processing activities covered under this DPA, then BetterCloud shall permit Customer to audit BetterCloud's compliance with the data security and data protection obligations under this DPA. Customer may request such audit no more than once in each twelve (12) month period and it shall be conducted during BetterCloud's regular business hours. In order to request an audit, Customer shall (1) notify BetterCloud in writing via email to privacy@bettercloud.com at least thirty (30) days in advance, detailing the dates and duration of the audit and the identity and the qualifications of the auditor, (2) agree in writing with BetterCloud on (i) the scope of the audit, (ii) the security and confidentiality controls required for access to the information, facilities or processes in scope of such audit, and (iii) the reasonable reimbursement rate for which Customer shall be responsible, and (3) cause such auditor to sign a non-disclosure agreement that is satisfactory to BetterCloud with BetterCloud. BetterCloud may object to any external auditor if, in BetterCloud's reasonable opinion, the auditor is not qualified, does not have an appropriate security clearance, is a competitor to BetterCloud, or is not independent. If BetterCloud objects to the identity or qualifications of any proposed auditor, BetterCloud shall provide, in writing, a reason for such objection and Customer will be required to propose another auditor. All information provided or made available to Customer or its auditor pursuant to such audit shall be considered BetterCloud's Confidential Information.

(d) The parties agree that the audit rights described in Article 28 of the GDPR shall be satisfied by this Section 2.14.

2.15 Processing Records. Customer acknowledges that BetterCloud is required under the GDPR to: (a) collect and maintain records of certain information, including the name and contact details of each processor and/or controller on behalf of which BetterCloud is acting and, where applicable, of such processor's or controller's local representative and data protection officer; and (b) make such information available to the supervisory authorities. Accordingly, if the GDPR applies to the processing of Customer Personal Data, Customer will, where requested, provide such information to BetterCloud, and will ensure that all information provided is kept accurate and up-to-date.

3. SUB-PROCESSORS

3.1 General Authorization. Customer authorizes and consents to BetterCloud engaging Sub-processors to process Customer Personal Data under this DPA. BetterCloud will: (a) provide Customer with such details about the Sub-processor(s) it uses as may be reasonably requested by Customer from time to time; (b) flow down its obligations under this DPA to such Sub-processor, such that the data processing requirements of such Sub-processor with respect to Customer Personal Data are no less onerous than the data processing requirements of BetterCloud as set out in this DPA; and (c) be liable to Customer for the performance of the Sub-processor's obligations under this DPA if such Sub-processor fails to fulfill its data protection obligations to the same extent BetterCloud would be liable for failing to fulfill the data protection obligations under this DPA. Information about the Sub-processors that BetterCloud uses, including their functions and contact details, is available at https://www.bettercloud.com/subprocessors (as may be updated by BetterCloud from time to time in accordance with this DPA).

3.2 New Sub-Processors. BetterCloud will inform Customer of any intended changes concerning the addition or replacement of Sub-processors at least ten (10) days prior to permitting any new Sub-processor to process Personal Data if Customer subscribes to notifications of updates to the list of Sub-processors by using the mechanism set forth at https://www.bettercloud.com/subprocessors. If Customer has a reasonable basis to object to BetterCloud's use of a new Sub-processor, Customer shall notify BetterCloud promptly in writing within ten (10) days after BetterCloud informs Customer of such change. If such objection is not unreasonable, BetterCloud will use reasonable efforts to make available to Customer a change in the affected Services or recommend a commercially reasonable change to Customer's configuration or use of the affected Services to avoid processing of Customer Personal Data by such new Sub-processor. If BetterCloud is unable to make available such change within a reasonable period of time, which shall not exceed sixty (60) days, Customer may terminate the applicable Order Form(s) in respect only to those Services which cannot be provided by BetterCloud without the use of the objected-to new Sub-processor, by providing written notice to BetterCloud. Customer shall receive a refund of any prepaid fees for the period following the effective date of termination in respect of such terminated Services.

4. GENERAL PROVISIONS.

4.1 Third Party Beneficiaries. The parties agree that Customer's Affiliates who submit or provide Customer Personal Data to BetterCloud in connection with Customer's or Customer's Affiliates', if applicable, use of the Services are intended third party beneficiaries of this DPA and that this DPA is

intended to inure to the benefit of such Affiliates save that BetterCloud and the undersigned Customer may amend this DPA without reference to or the consent of such Affiliates.

4.2   **Conflicting Terms**. This DPA applies only between Customer and BetterCloud and does not confer any rights to any third party. To the extent of any conflict or inconsistency between this DPA and the MSA, this DPA will govern. This DPA replaces and supersedes all prior and contemporaneous agreements concerning its subject matter.

4.3   **Term and Termination**. This DPA will become effective as of the DPA Effective Date. This DPA will terminate simultaneously and automatically upon the termination of the MSA, or when BetterCloud ceases Processing Customer Personal Data, whichever is later.

4.4   **Liability**. As permitted under applicable law, the aggregate liability of either party and its Affiliates towards the other party and its Affiliates, whether in contract, tort or any other theory of liability, under or in connection with this DPA will be subject to the limitations on liability and liability caps agreed to by the parties in the MSA.

4.5   **Governing Law**. This DPA shall be governed by the laws and the jurisdiction stated in the MSA.

IN WITNESS WHEREOF, this Data Processing Addendum has been executed by duly authorized signatories of Customer and BetterCloud as of the later date set forth below.

ACCEPTED AND AGREED TO;

CUSTOMER: BETTERCLOUD, INC.

By: _____   By: _____
         Authorized Signature   Authorized Signature

Print Name: _____   Print Name: R. Bart Hacking

Title: _____   Title: Chief Financial Officer

Date: _____   Date: _____

Email address for notifications to Customer   Internal Use: _____
under this DPA: _____

Attachment 1
Additional Data Transfer Terms

Additional terms to the Standard Contractual Clauses applicable pursuant to Section 2.13 of the DPA for Customer Personal Data transferred from the EEA to outside the EEA, from the UK to outside of the UK only where the UK Addendum applies under Section 2.13 (b), or from Switzerland to outside of Switzerland in conjunction with Customer's use of the Services, either directly or via onward transfer:

1.   **Instructions.** For purposes of Clause 8.1 of the SCCs, the parties agree that Section 2.2 of the DPA and Annex I of the SCCs contain the instructions of Customer for BetterCloud's processing of Customer Personal Data.

2.   **Certification of deletion.** Customer agrees that the certification of deletion of Customer Personal Data that is described in Clause 8.5 of the SCCs shall be provided by BetterCloud to Customer only upon Customer's written request.

3.   **Personal Data Breaches.** The parties agree that if a Sub-processor suffers a personal data breach affecting Customer Personal Data, BetterCloud will take commercially reasonable efforts to ensure that the Sub-processor takes appropriate measures to address the breach, including measures to mitigate its adverse effects in accordance with Clause 8.6.(c) of the SCCs.

4.   **Audits and certifications.** Customer agrees that Section 2.14 of the DPA satisfies Customer's rights under Clauses 8.9.(c) and 8.9.(d) of the SCCs.

5.   **Notification of new Subprocessors.** Customer consents to BetterCloud's transfer of Customer Personal Data to Sub-processors as described in Sections 3.1 and 3.2 of the DPA, and agrees that this Customer's consent satisfies the requirements of Clauses 9(a) and 9(b) of the SCCs.

6.   **BetterCloud's obligations in case of access by public authorities**. BetterCloud will frequently update the Transparency Report. To the extent permitted by applicable laws, BetterCloud will inform Customer of any request it receives to disclose Personal Data if Customer subscribes to receive such notifications by using the mechanism set forth at https://www.bettercloud.com/transparencyreport/. Customer agrees that the mechanism described herein satisfies the requirements under Clause 15.1(c) of the SCCs.

7.   **Conflict.** In the event of any conflict or inconsistency between (i) the body of this DPA, (ii) this Attachment 1, and (iii) the SCCs, the order of precedence shall be: (i) the SCCs, (ii) Attachment 1, and (iii) the body of this DPA.

Attachment 2

Standard Contractual Clauses

MODULE TWO: CONTROLLER TO PROCESSOR

APPENDIX

<u>**ANNEX I**</u>

A. LIST OF PARTIES

Data exporter(s):

1. Name:
Address:
Contact person's:
        Name:
        Position:
        Contact details:
Activities relevant to the data transferred under these Clauses: As set forth in the MSA and the DPA.

Signature: _____
Date: _____
Role (controller/processor): Controller

Data importer(s):

1. Name: BetterCloud, Inc.
Address: 330 7th Avenue 4th Floor, New York, NY 10001, USA
Contact person's:
        Name: Legal Department
        Position: Legal Department
        Contact details: privacy@bettercloud.com
Activities relevant to the data transferred under these Clauses: As set forth in the MSA and the DPA.

Signature: _____
Date: _____
Role (controller/processor): Processor

Attachment 3

UK Addendum

Table 1: Parties

Start date	"DPA Effective Date" as defined in the DPA above.	
The Parties	**Exporter (who sends the Restricted Transfer)**	**Importer (who receives the Restricted Transfer)**
Parties' details	Full legal name: _____ Trading name (if different): _____ Main address (if a company registered address): _____ _____ _____ Official registration number (if any) (company number or similar identifier): _____	Full legal name: BetterCloud, Inc. Trading name (if different): Main address (if a company registered address): 330 7th Avenue 14th Floor New York, NY 10001 USA Official registration number (if any) (company number or similar identifier):
Key Contact	Full Name (optional): _____ Job Title: _____ Contact details including email: _____ _____ _____	Full Name (optional): Legal Department Job Title: Legal Department Contact details including email: privacy@bettercloud.com