

DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**Addendum**”) supplements the Agreement (as defined in the Order Form) entered into by and between _____ (defined below as the “**Controller**”) and **Cyberint Technologies LTD.** and its affiliates and subsidiaries (“**Cyberint**”). Any terms not defined in this Addendum shall have the meaning set forth in the commercial agreement between the parties (the “**Agreement**”). In the event of a conflict between the terms and conditions of this Addendum and the Agreement, the terms and conditions of this Addendum shall supersede and control.

1. Definitions

- 1.1 “Authorized Employee” means an employee of Cyberint who has a need to know or otherwise access Personal Data to enable Cyberint to perform its obligations under this Addendum or the Agreement.
- 1.2 “Authorized Individual” means an Authorized Employee or Authorized Subcontractor.
- 1.3 “Authorized Subcontractor” means a third-party subcontractor, agent, reseller, or auditor who has a need to know or otherwise access Personal Data to enable Cyberint to perform its obligations under this Addendum or the Agreement, and who is either:
(1) listed in Exhibit A-3 or (2) authorized by Controller to do so under Section 4.2 of this Addendum.
- 1.4 “Data Subject” means an identified or identifiable person to whom Personal Data relates.
- 1.5 “Data Protection Laws and Regulations” means all laws and regulations of the European Union, the European Economic Area and their Member States, the United Kingdom, and the Israeli Privacy Protection Law, 1981 and the regulations promulgated thereunder (including Privacy Protection Regulations (Transfer of Data to Databases Abroad), 5761-2001 and Privacy Protection Regulations (Data Security), 5777-2017), and any binding instructions, guidelines and requirements of the Israeli Privacy Protection Authority, as applicable to the Processing of Personal Data under the Agreement.
- 1.6 “GDPR” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- 1.7 “Instruction” means a direction, either in writing, in textual form (e.g. by e-mail) or by using a software or online tool, issued by Controller to Cyberint and directing Cyberint to Process Personal Data.
- 1.8 “Personal Data” means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, or as otherwise defined under Data Protection Laws and Regulations. For the avoidance of doubt, Controller's business contact information is not by itself deemed to be Personal Data subject to this Addendum. “Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored, or otherwise processed.
- 1.9 “Process” or “Processing” means any operation or set of operations which is performed upon the Personal Data, whether or not by automatic means, such as collection, recording, organization, 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” shall have the meaning set forth in the Agreement.
- 1.11 “Standard Contractual Clauses” means the agreement attached hereto as Exhibit A-2 pursuant to the European Commission’s Decision (EU) 2021/914 of 4 June 2021 on "standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council" .
- 1.12 “Supervisory Authority” means an independent public authority which is established by a member state pursuant to the GDPR and the UK GDPR..
- 1.13 “UK GDPR” means the Data Protection Act 2018, as updated, amended, replaced or superseded from time to time by the ICO.

2. Processing of Data

- 2.1 The rights and obligations of the Controller with respect to this Processing are described herein. Controller shall, in its use of the Services, at all times Process Personal Data, and provide instructions

for the Processing of Personal Data, in compliance with Data Protection Laws and Regulations. Controller shall ensure that its instructions comply with all laws, rules and regulations applicable in relation to the Personal Data, and that the Processing of Personal Data in accordance with Controller's instructions will not cause Cyberint to be in breach of the Data Protection Laws. Controller is solely responsible for the accuracy, quality, and legality of (i) the Personal Data provided to Cyberint by or on behalf of Controller, (ii) the means by which Controller acquired any such Personal Data, and (iii) the instructions it provides to Cyberint regarding the Processing of such Personal Data. Controller shall not provide or make available to Cyberint any Personal Data in violation of the Agreement or otherwise inappropriate for the nature of the Services, and shall indemnify Cyberint from all claims and losses in connection therewith.

- 2.2 Cyberint shall Process Personal Data only (i) for the purposes set forth in the Agreement and/or Exhibit A-1, (ii) in accordance with the terms and conditions set forth in this Addendum and any other documented instructions provided by Controller, and (iii) in compliance with the Directive, and, when effective, the GDPR. Controller hereby instructs Cyberint to Process Personal Data in accordance with the foregoing and as part of any Processing initiated by Controller in its use of the Services.
- 2.3 The subject matter, nature, purpose, and duration of this Processing, as well as the types of Personal Data collected and categories of Data Subjects, are described in Exhibit A-1 to this Addendum.
- 2.4 Following completion of the Services, at Controller's choice, Cyberint shall return or delete the Personal Data, except as required to be retained by the laws of the European Union or European Union member states.
- 2.5 Cyberint shall delete any Personal Data following the Retention Period set forth in the Agreement.

3. **Authorized Employees**

- 3.1 Cyberint shall take commercially reasonable steps to ensure the reliability and provide training to its Authorized Employee. Cyberint shall ensure that all Authorized Employees are made aware of the confidential nature of Personal Data and have executed confidentiality agreements that prevent them from disclosing or otherwise Processing, both during and after their engagement with Cyberint, any Personal Data except in accordance with their obligations in connection with the Services.
- 3.2 Cyberint shall take commercially reasonable steps to limit access to Personal Data to only authorized Individuals.

4. **Authorized Subcontractors**

- 4.1 Controller acknowledges and agrees that Cyberint may (1) engage the Authorized Subcontractors listed in Exhibit A-3 to this Addendum to access and Process Personal Data in connection with the Services and (2) from time to time engage additional third parties for the purpose of providing the Services, including, without limitation, the Processing of Personal Data, and therefore Controller hereby provides a general written authorization.
- 4.2 Cyberint shall provide notification of any new Subcontractor, before enabling such new Subcontractors to access or participate in the Processing of Personal Data, Cyberint will add such third party to the List and notify Controller of that update via email. Controller may object (solely for reasons related to GDPR) to such an engagement in writing within three (3) days of receipt of the aforementioned notice by Controller.
 - (a) If Controller reasonably objects to an engagement in accordance with Section 4.2, Cyberint shall provide Controller with a written description of commercially reasonable alternative(s), if any, to such engagement, including without limitation modification to the Services. If Cyberint, in its sole discretion, cannot provide any such alternative(s), or if Controller does not agree to any such alternative(s) if provided, Cyberint may terminate this Addendum. Termination shall not relieve Controller of any fees owed to Cyberint under the Agreement.
 - (b) If Controller does not object to the engagement of a third party in accordance with Section 4.2 within three (3) days of notice by Cyberint, that third party will be deemed an Authorized Subcontractor for the purposes of this Addendum.
- 4.3 Cyberint shall, by way of contract or other legal act under European Union or European Union member state law (including without limitation approved codes of conduct and standard contractual clauses), have with every Authorized Subcontractor similar obligations to the ones under this Addendum.
- 4.4 Cyberint shall be liable to Controller for the acts and omissions of Authorized Subcontractors, to the same extent that Cyberint would itself be liable under this Addendum had it conducted such acts or omissions.

The above authorizations will constitute Controller's prior written consent to the subcontracting by Cyberint of the processing of Personal Data. Upon request, Cyberint will provide a copy of the data processing agreement with any such Subcontractor (provided that Cyberint can redact it in confidential and business aspects).

5. Security of Personal Data

- 5.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Cyberint shall maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk of Processing Personal Data.

6. Transfers of Personal Data

- 6.1 Any transfer of Personal Data made subject to this Addendum from member states of the European Union, Iceland, Liechtenstein, Norway, Switzerland or the United Kingdom to any countries which do not ensure an adequate level of data protection within the meaning of the laws and regulations of these countries shall, to the extent such transfer is subject to such laws and regulations, be undertaken by Cyberint vis-à-vis any of its Subcontractors as set out in Exhibit A-3 in accordance with the Standard Contractual Clauses set forth in Exhibit A-2 to this Addendum.

7. Rights of Data Subjects

- 7.1 Cyberint shall, to the extent permitted by law, promptly notify Controller upon receipt of a request by a Data Subject to exercise the Data Subject's right of: access, rectification, restriction of Processing, erasure, data portability, restriction or cessation of Processing, withdrawal of consent to Processing, and/or objection to being subject to Processing that constitutes automated decision-making (such requests individually and collectively "Data Subject Request(s)"). If Cyberint receives a Data Subject Request in relation to Controller's data, Cyberint will advise the Data Subject to submit their request to Controller and Controller will be responsible for responding to such request, including, where necessary, by using the functionality of the Services.
- 7.2 Cyberint shall, at the request of the Controller, and taking into account the nature of the Processing applicable to any Data Subject Request, apply appropriate technical and organizational measures to assist Controller in complying with Controller's obligation to respond to such Data Subject Request and/or in demonstrating such compliance, where possible, *provided that* (i) Controller is itself unable to respond without Cyberint's assistance and (ii) Cyberint is able to do so in accordance with all applicable laws, rules, and regulations. Controller shall be responsible to the extent legally permitted for any costs and expenses arising from any such assistance by Cyberint.

8. Actions and Access Requests

- 8.1 Cyberint shall, taking into account the nature of the Processing and the information available to Cyberint, provide Controller with reasonable cooperation and assistance where necessary for Controller to comply with its obligations under the GDPR to conduct a data protection impact assessment and/or to demonstrate such compliance, *provided that* Controller does not otherwise have access to the relevant information. Controller shall be responsible to the extent legally permitted for any costs and expenses arising from any such assistance by Cyberint.
- 8.2 Cyberint shall, taking into account the nature of the Processing and the information available to Cyberint, provide Controller with reasonable cooperation and assistance with respect to Controller's cooperation and/or prior consultation with any Supervisory Authority, where necessary and where required by the GDPR. Controller shall be responsible to the extent legally permitted for any costs and expenses arising from any such assistance by Cyberint.
- 8.3 Cyberint shall maintain records sufficient to demonstrate its compliance with its obligations under this Addendum, and retain such records for a period of three (3) years after the termination of the Agreement. Controller shall, with reasonable notice to Cyberint, have the right to review, audit and copy such records at Cyberint's offices during regular business hours; provided that the parties shall agree in advance the timing, scope and methodology.
- 8.4 Upon Controller's request, Cyberint shall, no more than once per calendar year make available for Controller's review copies of certifications or reports demonstrating Cyberint's compliance with prevailing data security standards applicable to the Processing of Controller's Personal Data; provided that all such information shall be subject to confidentiality obligations.
- 8.5 In the event of a Personal Data Breach, Cyberint shall, without undue delay, inform Controller of the Personal Data Breach and take such steps as Cyberint in its sole discretion deems necessary and reasonable to remediate such violation (to the extent that remediation is within Cyberint's reasonable control).

- 8.6 In the event of a Personal Data Breach, Cyberint shall, taking into account the nature of the Processing and the information available to Cyberint, provide Controller with reasonable cooperation and assistance necessary for Controller to comply with its obligations under the GDPR with respect to notifying (i) the relevant Supervisory Authority and (ii) Data Subjects affected by such Personal Data Breach without undue delay.
- 8.7 The obligations described in Sections 8.5 and 8.6 shall not apply in the event that a Personal Data Breach results from the actions or omissions of Controller. Cyberint's obligation to report or respond to a Personal Data Breach under Sections 8.5 and 8.6 will not be construed as an acknowledgement by Cyberint of any fault or liability with respect to the Personal Data Breach.

9. Limitation of Liability

The total liability of each of Controller and Cyberint (and their respective employees, directors, officers, affiliates, successors, and assigns), arising out of or related to this Addendum, whether in contract, tort, or other theory of liability, shall not, when taken together in the aggregate, exceed the limitation of liability set forth in the Agreement.

10. General

For avoidance of doubt and notwithstanding anything to the contrary herein, Cyberint's obligations hereunder apply only to Controller Personal Data provided (if provided) to Cyberint by the Controller or on its behalf and Processed by Cyberint on behalf of the Controller pursuant to the Agreement following such provision.

Controller

Controller Legal Name: _____

Controller Address: _____

Controller Primary Country: _____

Controller email: _____

Controller Telephone: _____

Controller Other Contact Information: _____

Cyberint

Cyberint Legal Name: _____

Cyberint Address: _____

Cyberint Primary Country: _____

Cyberint Email: legal@cyberint.com

Cyberint Telephone: _____

Cyberint Other Contact Information: n/a

Details of Processing

Nature and Purpose of Processing: Delivery of the Services and processing of Content pursuant to the Agreement.

Duration of Processing: Term of Agreement.

Categories of Data Subjects: Controller end-users/Clients and employee/agent users of the Services.

Type of Personal Data:

- First and last name
- Title
- Position
- Employer
- Contact information (email, phone, physical address, IP address)
- ID data
- professional life data
- personal life data
- connection data
- localization data
- application logs
- channel sessions including email, chat and browse
- And any other Personal Data provided by the Client to Cyberint and/or in the context of the Services.

For the avoidance of doubt, the information listed in Cyberint's privacy policy (e.g., log-in details) is subject to Cyberint's privacy policy available here: : <https://cyberint.com/privacy-policy/> and not to this DPA.

Notwithstanding anything to the contrary, Controller acknowledges that the same information and/or Personal Data provided by Controller or processed on behalf of Controller may have already been (or will be) provided by other customers or other third parties to Cyberint, or may have already been (or will be) collected by Cyberint independently for other customers, or collected from public sources. For avoidance of doubt, this data and information may be collected, used and processed by Cyberint and/or disclosed by Cyberint to third parties and other customers without restrictions and without this being deemed a breach of this DPA and/or the Agreement.

Categories of Data Subjects. Controller may submit, or allow, Cyberint to collect and process Personal Data in the context of the provision of the Services, the extent of which is determined and controlled by Controller in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Controller and/or Controller relevant affiliate's customers and/or end customers and/or suppliers
- Controller and/or Controller relevant affiliate's users authorized by Controller to use the Services
- Employees, agents, advisors, freelancers of Controller and/or Controller relevant affiliate (who are natural persons)
- Prospects, customers, business partners and vendors of Controller and/or Controller relevant affiliate (who are natural persons)
- Employees or contact persons of Controller and/or Controller relevant affiliate's prospects, customers, business partners and vendors

The frequency of the transfer. Continuous basis

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period. As described in this DPA and/or the Agreement

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing. As detailed in EXHIBIT A-3

EXHIBIT A-2
STANDARD CONTRACTUAL CLAUSES

EU SCCs. If the Processing of Personal Data includes transfers from the EU to countries outside the EEA which do not offer adequate level of data protection or which have not been subject to an Adequacy Decision, the Parties shall comply with Chapter V of the GDPR. The Parties hereby agree to execute the Standard Contractual Clauses as follows:

- a) The Standard Contractual Clauses (Controller-to-Processor and Processor to Processor) as applicable, will apply, with respect to restricted transfers between Controller and Cyberint that are subject to the GDPR.
- b) The Parties agree that for the purpose of transfer of Personal Data between Controller (as Data Exporter) and Cyberint (as Data Importer), the following shall apply: (i) Clause 7 of the Standard Contractual Clauses shall be applicable; (ii) In Clause 9, option 2 shall apply and the method described in Section 5 of the DPA (Authorization Regarding Sub-Processors) shall apply; (iii) Clause 11 of the Standard Contractual Clauses shall be not applicable; (iv) In Clause 13: the relevant option applicable to the Controller, as informed by Controller to Cyberint; (v) In Clause 17, option 1 shall apply. The Parties agree that the Standard Contractual Clauses shall be governed by the laws of Ireland; and (vi) In Clause 18(b) the Parties choose the courts of Dublin, Ireland, as their choice of forum and jurisdiction.
- c) Annex I.A: With respect to Module Two: (i) Data Exporter is Controller as a data controller and (ii) the Data Importer is Cyberint as a data processor. With respect to Module Three: (i) Data Exporter is Controller as a data processor and (ii) the Data Importer is Cyberint as a data processor (sub-processor). Data Exporter and Data Importer Contact details: As detailed in the Agreement. Signature and Date: By entering into the Agreement and this DPA, each Party is deemed to have signed these Standard Contractual Clauses incorporated herein, including their Annexes, as of the Effective Date of the DPA.
- d) Annex I.B of the Standard Contractual Clauses shall be completed as described in Schedule 1 (Details of the Processing) of this DPA.
- e) Annex I.C of the Standard Contractual Clauses shall be completed as follows: The competent supervisory authority is the Irish supervisory authority.
- f) Annex II of the Standard Contractual Clauses shall be completed as described in the security documentation.
- g) Annex III of the Standard Contractual Clauses shall be completed with the authorized sub-processors detailed in Schedule 2 (Sub-processor list) of this DPA.

UK SCCs. If the Processing of Personal Data includes transfers from the UK to countries which do not offer adequate level of data protection or which have not been subject to an Adequacy Decision, the Parties shall comply with Article 45(1) of the UK GDPR and Section 17A of the Data Protection Act 2018. The Parties hereby agree to execute the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses as follows:

- a) The UK Standard Contractual Clauses (Controller-to-Processor and Processor to Processor) if applicable, will apply with respect to restricted transfers between Controller and Cyberint that are subject to the GDPR.
- b) The Parties agree that for the purpose of transfer of Personal Data between Controller (as Data Exporter) and Cyberint (as Data Importer), the following shall apply: (i) Clause 7 of the Standard Contractual Clauses shall be applicable; (ii) In Clause 9, option 2 shall apply and the method described in Section **Error! Reference source not found.** of the DPA (Authorization Regarding Sub-Processors) shall apply; (iii) Clause 11 of the Standard Contractual Clauses shall be not applicable; (iv) In Clause 17, option 1 shall apply. The Parties agree that the Standard Contractual Clauses shall be governed by the laws of England and Wales; and (v) In Clause 18(b) the Parties choose the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts, as their choice of forum and jurisdiction. Which Parties may end this Addendum as set out in Section 19: Importer and/or Exporter, in accordance with the agreed terms of the DPA.
- c) Annex I.A: With respect to Module Two: Data Exporter is Controller as a data controller and the Data Importer is Cyberint as a data processor. With respect to Module Three: Data Exporter is Controller as a data processor and the Data Importer is Cyberint as a data processor (sub-processor). Data Exporter and Data Importer Contact details: As detailed in the Agreement. Signature and Date: By entering into the Agreement and this DPA, each Party is deemed to have signed these UK Standard Contractual Clauses incorporated herein, including their Annexes, as of the Effective Date of the DPA.
- d) Annex I.B of the UK Standard Contractual Clauses shall be completed as described in Schedule 1 (Details of the Processing) of this DPA.
- e) Annex I.C of the UK Standard Contractual Clauses shall be completed as follows: The competent supervisory authority is the ICO supervisory authority.
- f) Annex II of the UK Standard Contractual Clauses shall be completed as described in the security documentation.
- g) Annex III of the UK Standard Contractual Clauses shall be completed with the authorized sub-processors detailed in Schedule 2 (Sub-processor list) of this DPA.

EXHIBIT A-3

Authorized Subcontractors

Controller acknowledges and agrees that the following entities shall be deemed Authorized Subcontractors that may Process Personal Data pursuant to this Addendum:

Subcontractor	Nature of processing	Location of processing
AWS	Cloud data storage	US
Microsoft Azure	Cloud data storage	EU (Ireland)
Cyberint Technologies LTD.	Provision of the Services, support, and maintenance	Israel
Cyberint Inc.	Provision of the Services, support, and maintenance	US
Cyberint LTD.	Provision of the Services, support, and maintenance	UK
Cyberint Singapore PTE. LTD.	Provision of the Services, support, and maintenance	Singapore