

DATA PROCESSING ADDENDUM

This Data Processing Annex (“DPA”), forms part of the Software License Agreement (the “Agreement”), between Veryst Engineering, LLC (“Licensor”) and the entity that has contracted with Licensor pursuant to the Agreement for access to the Offering (“Licensee”). Each of Licensor and Licensee is referred to herein individually as a “party” and, collectively, the “parties”. Terms used and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

1. Defined Terms. The following terms have the meanings given in the General Data Protection Regulation (EU) 2016/679 (“GDPR”): “controller”, “personal data”, “processor”, “data subject” and “process”.
2. Subject Matter, Nature, Purpose and Duration. This DPA applies to the processing of personal data relating to data subjects located in the European Economic Area and the United Kingdom by Licensor solely on behalf of Licensee for the purpose of providing the Offering (“EU Personal Data”). As between the parties, (i) Licensee is a controller and Licensor is a processor on behalf of Licensee with regard to EU Personal Data or (ii) Licensee is a processor and Licensor is a subprocessor on behalf of Licensee with regard to EU Personal Data. The subject matter of EU Personal Data processing, including the nature of the processing operations carried out by Licensor on behalf of Licensee and Licensee’s data processing instructions for Licensor, is set forth on Schedule I to this DPA and as otherwise as provided in reasonable written instructions by Licensee to Licensor from time to time. This DPA shall remain in effect as long as Licensor carries out EU Personal Data processing operations on behalf of Licensee or until the termination of the Agreement (and all EU Personal Data has been returned or deleted in accordance with Section 3(g)).
3. Processing Covenants. In processing EU Personal Data hereunder, Licensor shall:
 - a. process EU Personal Data only on documented instructions from Licensee, unless otherwise required to do so by applicable law, in which case Licensor will inform Licensee of that legal requirement before processing, unless applicable law prohibits Licensor from informing Licensee. For the avoidance of doubt, this DPA shall constitute Licensee’s documented instructions to Licensor to process EU Personal Data in connection with Licensor’s provision of the Offering to Licensee;
 - b. use commercially reasonable efforts intended to ensure that persons authorized to process EU Personal Data hereunder have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality or are subject to ethical rules of responsibility that include confidentiality;
 - c. 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, implement commercially reasonable technical and organizational measures intended to meet the security requirements described in Article 32 of the GDPR;
 - d. taking into account the nature of the processing, use commercially reasonable efforts to assist Licensee, at Licensee’s expense, by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Licensee’s obligation to respond to requests for exercising

the data subjects' rights with respect to their EU Personal Data under the GDPR and any applicable national implementing legislation, regulations and secondary legislation relating to the processing of personal data (the "Data Protection Laws");

- e. taking into account the nature of processing and the information available to Licensor, use commercially reasonable efforts to assist Licensee, at Licensee's expense, in ensuring compliance with Licensee's obligations described in Articles 32 through 36 of the GDPR;
 - f. notify Licensee promptly if Licensor becomes actually aware of a breach of security resulting in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, EU Personal Data (an "Incident"), provided that the provision of such notice by Licensor shall not be construed as an acknowledgement of fault or liability with respect to any such Incident;
 - g. at the choice of Licensee, delete or return all EU Personal Data to Licensee within thirty (30) days after the end of the provision of the Offering to Licensee and delete existing copies unless applicable law requires retention of EU Personal Data; and
 - h. make available upon Licensee's reasonable request information reasonably necessary to demonstrate material compliance with the obligations laid down in this DPA and allow for and contribute to audits (each, an "Audit"), at Licensee's expense, including inspections of processing facilities under Licensor's control, conducted by Licensee or another auditor chosen by Licensee (an "Auditor"), during normal business hours, no more frequently than once during any twelve (12) month period, and upon reasonable prior notice, provided that no Auditor shall be a competitor of Licensor, and provided further that in no event shall Licensee have access to the information of any other client of Licensor and the disclosures made pursuant to this Section 3(h) ("Audit Information") shall be held in confidence as Licensor's confidential information and subject to any confidentiality obligations in the Agreement, and provided further that no Audit shall be undertaken unless or until Licensee has requested, and Licensor has provided, documentation pursuant to this Section 3(h) and Licensee reasonably determines that an Audit remains necessary to demonstrate material compliance with the obligations laid down in this DPA. Without limiting the generality of any provision in the Agreement, Licensee shall employ the same degree of care to safeguard Audit Information that it uses to protect its own confidential and proprietary information and in any event, not less than a reasonable degree of care under the circumstances, and Licensee shall be liable for any improper disclosure or use of Audit Information by Licensee or its agents.
4. Subprocessors. Licensee hereby grants Licensor general authorization to engage subprocessors to assist Licensor in processing EU Personal Data as set out in this DPA. Licensor shall enter into contractual arrangements with such subprocessors requiring the same level of data protection compliance and information security as that provided for herein. Licensee hereby consents to the processing of EU Personal Data by, and the disclosure and transfer of EU Personal Data to, the subprocessors listed on Schedule II to this DPA. Licensor shall inform Licensee of any intended changes concerning the addition or replacement of subprocessors at least ten (10) calendar days before the new subprocessor processes EU Personal Data. Licensee may object to such changes in writing within five (5) calendar days of such notice, provided that such objection is based on reasonable grounds relating to data protection (an "Objection"). In the event of an Objection, the parties will discuss such concerns in good faith with the intention of achieving a resolution. If the parties are not able to achieve a resolution as described in the previous sentence, Licensee, as its sole

and exclusive remedy, may terminate the Agreement for convenience, on the condition that Licensee provides written notice to Licensor within five (5) calendar days of being informed of the engagement of the subprocessor. Licensee shall not be entitled to any refund of fees paid prior to the date of any termination pursuant to this Section 4.

5. Licensee Obligations. Licensee agrees that (i) it shall comply with its obligations as a controller under the GDPR in respect of its processing of EU Personal Data and any processing instructions it issues to Licensor as referred to in Section 3(a); (ii) it has provided notice and obtained all consents and rights required by the Data Protection Laws for Licensor to process EU Personal Data pursuant to the Agreement and this DPA; and (iii) the processing of EU Personal Data by Licensor upon the documented instructions of Licensee under Section 3(a) shall have a lawful basis of processing pursuant to Article 6 of the GDPR. If Licensee is a processor, Licensee represents and warrants to Licensor that Licensee's instructions and actions with respect to EU Personal Data, including its appointment of Licensor as another processor, have been duly authorized by the relevant controller.
6. Data Transfer. Licensee hereby consents to the transfer of EU Personal Data to, and the processing of EU Personal Data in, the United States of America. The parties hereby enter into the Standard Contractual Clauses for Processors, as approved by the European Commission under Decision 2010/87/EU, attached hereto as Schedule III (the "SCCs") and made a part of this DPA in their entirety.
7. Other Personal Data. Notwithstanding anything to the contrary in the Agreement (including this DPA), Licensee acknowledges that Licensor shall have a right to use and disclose data relating to the operation, support and/or use of the Offering for its legitimate business purposes, such as product development and sales and marketing. To the extent any such data is considered personal data under the GDPR, Licensor is the controller of such data and accordingly shall process such data in accordance with Licensor's privacy policy and the GDPR.

Schedule I

Subject Matter, Nature, Purpose and Duration of the Processing

1 Type of EU Personal Data may include:

Name, company or institution, title, email address, work telephone number, mobile telephone number, work address, MAC address and hard drive number.

2 Categories of Data Subject:

Licensee's students, employees, independent contractors and/or other personnel with responsibilities relating to the Offering and the Agreement.

3 Purposes for which EU Personal Data is Processed:

EU Personal Data is processed in order to enable Licensor to provide the Offering to Licensee in accordance with the Agreement.

4 Nature of the Processing:

The EU Personal Data will be subject to basic processing, including but not limited to collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction for the purpose of providing the Offering by Licensor to Licensee in accordance with the terms of the Agreement.

Schedule II

Subprocessors

1. Gravoc Associates
2. Champ Internet
3. The Verndale Corporation
4. Reprise Software
5. Authorize.net
6. Atlassian
7. Welsh Consulting Inc.
8. Isovera Inc.
9. Box, Inc.
10. Microsoft Corporation

Schedule III

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

Licensee (the 'data exporter')

And

Licensor (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 data¹;
- (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 sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor 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 data controller 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

¹ Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.

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 sub-processor 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 sub-processor 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 sub-processor 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 sub-processing 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 sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor 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 ²

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:
 - 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;
 - any accidental or unauthorised access; and
 - 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 sub-processing, 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 sub-processing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any sub-processor 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 sub-processor is entitled to receive compensation from the data exporter for the damage

² Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, inter alia, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

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 sub-processor 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.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3. 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 sub-processor 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 sub-processor agrees that the data subject may issue a claim against the data sub-processor 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 sub-processor 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 sub-processor, 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 sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, 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

Sub-processing

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 sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses³. Where the sub-processor 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 sub-processor's obligations under such agreement.

2. The prior written contract between the data importer and the sub-processor 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 sub-processor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for sub-processing 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 sub-processing 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 sub-processor 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.

The data importer and the sub-processor 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.

³ This requirement may be satisfied by the sub-processor co-signing the contract entered into between the data exporter and the data importer under this Decision.

Appendix 1

to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties. By signing the signature page to the Agreement, the parties will be deemed to have signed this Appendix 1.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):
Software licensee of data importer

Data importer

The data importer is (please specify briefly activities relevant to the transfer):
Software licensor to data exporter

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):
Data exporter's students, employees, independent contractors and/or other personnel with responsibilities relating to the software and related services provided by the data importer to the data exporter

Categories of data

The personal data transferred concern the following categories of data (please specify):
The personal data transferred may concern the following categories of data: Name, company or institution, title, email address, work telephone number, mobile telephone number, work address, hard drive number and MAC address.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):
None presently contemplated by this arrangement.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):
The personal data will be subject to basic processing, including but not limited to collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction for the purpose of licensing software and providing related services to data exporter in accordance with the terms of the Agreement.

Appendix 2

to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties. By signing the signature page to the Agreement, the parties will be deemed to have signed this Appendix 2.

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):

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, the data importer has implemented appropriate technical and organizational measures intended to ensure a level of security appropriate to the risk.