

Data Processing Addendum

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

Definitions

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

Terms

1. Roles. Customer will act as the "Controller", being the party who determines the purposes and means of the Processing of Personal Data. Galvanize will act as the "Processor" being the service provider who Processes Personal Data on behalf of the Customer. Customer authorizes Galvanize to engage sub-processors in accordance with the terms of this DPA. Each party will comply with the provisions of the Data Protection Laws that apply to its role as Controller or Processor, respectively.
2. Details of the Processing. The details of the Processing pursuant to this DPA are as follows:
 - a. *Purpose and Duration of Processing*. Galvanize will Process the Customer's Personal Data only as necessary to provide the Cloud Products and related services to Customer, and for as long as Customer has a valid paid subscription to the Cloud Products. Customer will set up user accounts in the Cloud Products and will input data into the Cloud Products for its own use. Customer determines the type of data to input and controls the collection, use, alteration, retention, deletion of and access to its data.
 - b. *Categories of Personal Data*. The categories of Personal Data to be Processed will be determined solely by Customer and may include: name, address, email address, employee data or billing information. The categories of individuals whose Personal Data may be processed are: employees, contractors or representatives of Customer or of Customer's Affiliates, clients, suppliers or business partners. Galvanize does not collect Personal Data directly from individuals.
 - c. *Storage Location*. Customer Data will be stored in the regional data centre(s) chosen by Customer (e.g. in the United States, Germany, Singapore, Australia, Canada or such other location offered by Galvanize from time to time). User names and email addresses of Customer's users of the Cloud Products will be stored in the United States.
3. Customer Obligations. Customer represents and warrants that its Processing of Personal Data in connection with the Cloud Products will comply at all times with applicable Data Protection Laws. In any circumstances where providing Personal Data will not comply with Data Protection Laws, Customer must not submit or provide such Personal Data.
4. Instructions. Galvanize will Process Personal Data only on the written instructions of Customer. This DPA and the MSA are Customer's written instructions for this purpose. Customer warrants that it is and will remain authorized to give these instructions, as well as any future instructions regarding the Processing of Personal Data, and that Customer's instructions will comply with Data Protection Laws. Galvanize will notify Customer if it believes Customer's instructions violate any Data Protection Laws.
5. Personnel. Galvanize will ensure that persons authorized to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Galvanize will ensure that access to Personal Data is limited to only those individuals who need to know or access the Personal Data for purposes of providing the Cloud Products and related services in accordance with the MSA.
6. Security. Galvanize has implemented and will maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk of the Processing carried out by Galvanize and to protect against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access to Customer's Personal Data. Details of these measures are set forth in the security provisions of the MSA. Galvanize will regularly monitor compliance with these measures.

7. Sub-Processing. Customer authorizes Galvanize to engage sub-processors in accordance with the terms of this DPA. Galvanize will use only sub-processors who maintain at least the same level of security measures and adequate safeguards as required under this DPA and who have entered a written agreement (which may be electronic) with Galvanize requiring such measures and safeguards. Galvanize will provide Customer with a list of such sub-processors upon request. Galvanize will inform Customer of any intended change to its sub-processors and will provide Customer with a period of thirty (30) days to object to such change. If a sub-processor fails to fulfill its data protection obligations, Galvanize will be liable for the performance of such obligations.
8. Personal Data Breach. Galvanize will notify Customer, without undue delay and, where feasible, within 48 hours, after becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data Processed by Galvanize, and will take all steps reasonably within Galvanize's control to mitigate and remediate the breach. Galvanize's notice will include a brief description of the incident, including the nature of the breach, the date it occurred and, where possible, the type(s) and approximate number of Personal Data records involved. Galvanize will report to Customer on the corrective action being taken and will cooperate with Customer to mitigate any possible adverse effects. Customer is solely responsible for complying with incident notification laws applicable to Customer. Galvanize's notification of or response to a breach of security will not be construed as an acknowledgement by Galvanize of any fault or liability with respect to such breach.
9. Data Subject Requests. Galvanize will notify Customer promptly if Galvanize receives requests from individuals to exercise their rights with respect to their Personal Data being Processed by Galvanize. Galvanize will not respond to such individuals without Customer's prior written consent, except to confirm that such request relates to Customer. Taking into account the nature of the Processing, Galvanize will assist Customer by appropriate technical and organizational measures, insofar as this is possible, in fulfilling Customer's legal obligation to respond to individuals' requests to exercise their rights with respect to their Personal Data being Processed by Galvanize.
10. Assistance. Taking into account the nature of the Processing and the information available to Galvanize, Galvanize will assist Customer in meeting Customer's legal obligations with respect to breach notification, data protection impact assessments, and the cooperation or prior consultation with a supervisory authority with respect to Personal Data Processed by Galvanize. Customer will be responsible for any costs arising from Galvanize's provision of such assistance, except to the extent prohibited by applicable Data Protection Laws.
11. Return or Deletion. Upon the written request of Customer, Galvanize will either delete or return Personal Data to Customer to the extent Customer is unable to do so itself through the Cloud Products, subject to any legal or regulatory obligations to maintain or store the Personal Data.
12. Audit. Galvanize will provide Customer with all information necessary to demonstrate Galvanize's compliance with applicable Data Protection Laws, and will contribute to audits or inspections to be conducted by or on behalf of Customer no more than once in any calendar year, unless an additional audit is required by the Data Protection Laws or regulatory authority, or is reasonably necessary due to genuine concerns regarding Galvanize's compliance with this DPA. Customer will provide reasonable advance notice of any audit and will abide by Galvanize's reasonable security requirements. Before commencement of any such audits or inspections, the parties will mutually agree upon the scope, timing and duration of the audit or inspection. Unless restricted by applicable Data Protection Laws, Galvanize may charge for any time expended for such audit or inspection at Galvanize's then-current rates, which will be made available to Customer.
13. Data Transfers. The transfer mechanisms for transfers of Personal Data (including onward transfers) to a territory outside the European Economic Area, Switzerland or the United Kingdom in connection with Customer's use of the Cloud Products are as follows: (a) for transfers to Canada, an adequacy decision to the extent applicable and for as long as Canada is recognized under applicable Data Protection Laws as having an adequate level of protection; and (b) for transfers to a territory that has not been designated as ensuring an adequate level of protection or is not otherwise covered by a suitable framework recognized under Data Protection Laws (such as binding corporate rules), the Standard Contractual Clauses located at www.wegalvanize.com/terms, which are incorporated herein by reference. The parties agree that, for purposes of the Standard Contractual Clauses:
 - a. this DPA and the MSA are Customer's complete documented instructions for the Processing of Personal Data and any alternate or additional instructions will be agreed upon separately;
 - b. this DPA constitutes Customer's written consent to sub-processing and Galvanize may engage sub-processors as described in this DPA. Customer hereby grants Galvanize power of attorney to enter into and sign, on behalf of Customer, the Standard Contractual Clauses with the sub-processors authorized under this DPA;
 - c. audits described in the Standard Contractual Clauses may be met by Galvanize providing Customer with its third-party certifications and audits to the extent Galvanize makes them generally available to its customers, or through the audit process in Section 12 (Audit) above;

- d. the Standard Contractual Clauses will only apply to a transfer of Personal Data which cannot take place lawfully in the absence of the Standard Contractual Clauses; and
 - e. in the event of any conflict or inconsistency between the terms of this DPA and the Standard Contractual Clauses between the parties, the Standard Contractual Clauses will prevail.
14. CCPA. If the CCPA applies, Galvanize will not "sell" (as that term is defined in the CCPA) Personal Data and will not retain, use or disclose Personal Data obtained from Customer (i) outside the direct relationship between Galvanize and Customer; (ii) for any purposes other than for the specific purposes of providing the Cloud Products and related services specified in the MSA; or (iii) for any "commercial purpose" (as defined in the CCPA) other than providing the Cloud Products and related services.

v. June 1-2021