

## FLOQAST DATA PROCESSING ADDENDUM

This Data Processing Addendum, including its Appendixes (“**DPA**”) supplements and forms a part of the Master Subscription Agreement (the “**Agreement**”) entered into by and between FloQast, Inc. (“**FloQast**”) and the Customer (each being a “**Party**” and together, the “**Parties**”). All capitalized terms in this DPA shall have the meaning assigned to them in this DPA or the Agreement.

### 1. DEFINITIONS

The following terms have the following meanings when used in this DPA:

**Data Protection Laws** mean the General Data Protection Regulation (EU 2016/679) (“**GDPR**”), the Directive on privacy and electronic communications (2002/58/EC), the UK Data Protection Act (DPA) and UK GDPR, the Swiss Federal Data Protection Act, and to the extent applicable, the California Consumer Privacy Act of 2018 and its amendments (including the California Privacy Rights Act of 2020) and implementing regulations (“**CCPA**” and “**CPRA**”), the Virginia Consumer Data Protection Act, the Colorado Privacy Act, the Utah Consumer Privacy Act, the Connecticut Data Privacy Act, and any other state or national laws applicable to the scope of the Services, including any implementing national laws, any regulatory requirements, guidance and codes of practice applicable to the processing or Personal Data (as amended or replaced from time to time).

**Personal Data** means information that is Processed solely for Customer by or on behalf of FloQast in connection with the Services that constitutes “personal data”, “personal information” or its equivalent term under applicable Data Protection Laws.

**Process** or **Processing**, **Data Subjects**, **Data Controller** (or **Controller** or **Business**), **Data Processor** (or **Processor** or **Service Provider**), **Sell**, and **Share** have the meaning given to those terms or equivalent terms under Data Protection Laws. Notwithstanding the foregoing, Process or Processing shall include any collection, acquisition, access to, use, modification, disclosure, transmission, storage, or destruction of Personal Data.

### 2. ROLES OF THE PARTIES; PURPOSE OF PROCESSING PERSONAL DATA

- 2.1. Customer shall be the Data Controller and FloQast shall be the Data Processor in respect of Personal Data processed by FloQast on the Customer's behalf in performing its obligations under this DPA.
- 2.2. Customer shall be solely responsible for determining the purposes for which and the manner in which Personal Data are, or are to be, processed. Without prejudice to the warranties in the Agreement, Customer warrants and represents that all Personal Data provided to FloQast by Customer does not violate the rights of Data Subjects or the applicable Data Protection Laws.
- 2.3. Customer represents that it has all rights necessary to provide Personal Data to FloQast in connection with providing the Services. Any Personal Data that Customer discloses to, transfers, or permits access by FloQast in connection with the Services is disclosed, transferred, or permitted solely for the limited and specific business purposes set forth in Appendix 1 (Details of Processing). Customer and FloQast agree that any provision or transfer of Personal Data by or on behalf of Customer to FloQast under the Agreement is done in the context of FloQast acting as a Service Provider/Processor and is not a Sale of such data and shall not otherwise be for any monetary or other consideration. Further, no Personal Data is shared for targeted or cross-contextual advertising purposes.

### 3. FLOQAST'S OBLIGATIONS

- 3.1. FloQast, as Data Processor, shall comply with the requirements of Data Protection Laws in respect of the provision of the Services and otherwise in connection with this DPA and will, taking into account the nature of the processing of the Personal Data and the information available to FloQast, assist Customer in its compliance with applicable Data Protection Laws.
- 3.2. Without prejudice to clause 3.1 above, FloQast shall in respect of the Processing of the Personal Data:
- 3.2.1. Process the Personal Data only according to the contractually intended purpose and in accordance with written instructions and directions received from the Customer (which shall include the terms of the Agreement and this DPA) and comply promptly with all such instructions and directions received from the Customer;
  - 3.2.2. not Process Personal Data for FloQast's own purposes or to provide services to another person or entity, including but not limited to marketing or commercially exploiting Personal Data;
  - 3.2.3. not access, retain, use, or disclose Personal Data for any purpose other than as needed to perform the Services under the Agreement, as outlined in Section 2.3 of this DPA, or as otherwise permitted by the Data Protection Laws or other applicable law;
  - 3.2.4. not access, retain, use, disclose or otherwise Process Personal Data for a commercial purpose other than as needed to perform the Services under the Agreement;
  - 3.2.5. not access, retain, use, or disclose Personal Data outside of the direct business relationship between FloQast and Customer other than as needed to perform the Services under the Agreement;
  - 3.2.6. promptly notify the Customer if, in FloQast's reasonable opinion, any instruction or direction from the Customer infringes applicable Data Protection Laws;
  - 3.2.7. notify Customer within five (5) business days if it makes a determination that it can no longer meet its obligations under the Data Protection Laws or applicable laws;
  - 3.2.8. not Process the Personal Data or permit it to be processed or access, in whole or in part, other than for the provision of the Services and only to the extent reasonably necessary for the performance of this DPA;
  - 3.2.9. Process the Personal Data in accordance with the specified duration, purpose, type and categories of Data and Data Subjects as set out in Appendix 1 (Particulars of the Data Processing);
  - 3.2.10. not Sell, Share, or license to any third party, or use for the benefit of any third party, any Personal Data.
  - 3.2.11. permit Customer to take reasonable and appropriate steps to ensure Customer uses Personal Data in a manner consistent with Data Protection Laws;

- 3.2.12. not Process the Personal Data or permit it to be processed in a manner that does not permit Customer to take reasonable and appropriate steps to ensure FloQast uses Personal Data in a manner consistent with Data Protection Laws;
- 3.2.13. not copy, export or extract any Personal Data in any manner and ensure full compliance of this obligation by its representatives and potential sub-processor, as defined under this DPA;
- 3.2.14. ensure that it has in place, and shall maintain for the duration of the DPA or the destruction of Personal Data, whichever is later, all necessary or appropriate technical and organizational measures, taking into account the nature and volume of Personal Data, that are designed to:
- (a) protect the integrity, availability, resilience, confidentiality, and security of all Personal Data,
  - (b) protect the Personal Data against accidental or unlawful destruction, damage, or loss, alteration, or unauthorized disclosure or access,
  - (c) pseudonymize and encrypt Personal Data as appropriate, and
  - (d) provide a level of security appropriate to the risk represented by the Processing and the nature of the Personal Data to be protected as required under Data Protection Laws. Such measures include those set forth in FloQast's security measures and controls (the "**Security Measures**", made available in Addendum 2 of the Agreement. Customer is solely responsible for reviewing the Security Measures, if applicable, and evaluating for itself whether the Services, the Security Measures and Customer's data security commitments under the DPA, will meet Customer's needs, including with respect to any security obligations of Customer under the Data Protection Laws;
- 3.2.15. maintain any technical and organizational measures as set forth in Appendix 2 to the DPA;
- 3.2.16. keep the Personal Data confidential, and not disclose, in whole or in part, the Personal Data to any person or entity, except to its employees, subcontractors or agents:
- (a) on a need-to-know basis and only as necessary for the performance of the Services;
  - (b) who are duly authorized to this effect as a result of their position and qualification and bound by obligations equivalent to those set out under this Clause 3;
  - (c) who have received appropriate training concerning the handling of Personal Data;
  - (d) who are informed of the confidential nature of the Personal Data; and
  - (e) who are subject to a duty of confidence.
- 3.2.17. deal promptly and properly with all reasonable enquiries from the Customer relating to its Processing of the Personal Data;
- 3.2.18. assist the Customer in conducting any required privacy impact assessment, risk analysis, or prior consultation with the relevant data protection authorities upon request from the Customer;
- 3.2.19. implement privacy by design and privacy by default principles in relation to the tools and applications FloQast uses to provide the Services and especially regarding the data science and machine learnings techniques that may be used for the needs of the Services;

- 3.2.20. implement and maintain a record of Processing activities of the Personal Data in accordance with the Data Protection Laws. FloQast will provide the Customer a copy of such record annually upon Customer's request;
- 3.2.21. assist the Customer promptly for any exercise of Data Subjects' rights and reasonably cooperate with and support the Customer in fulfilling its obligations in relation to such Data Subject requests at all times;
- 3.2.22. notify the Customer promptly upon receipt of any request from government office or other administrative body, or law enforcement authority, court order to disclose any of the Personal Data, including the basis for the requirement, the scope of the disclosure and to whom the Personal Data must be disclosed, and shall provide all reasonable assistance in opposing such disclosure at the request and cost of the Customer;
- 3.2.23. not attempt to identify or re-identify any individual or device and not associate any Personal Data with any individual or device or their online activity, other than as strictly required to perform the Services;
- 3.2.24. shall not co-mingle or combine Personal Data with the data of any third party, other than as strictly required to perform the Services;
- 3.2.25. not sub-process and/or delegate any part of the Processing of the Personal Data to any third parties ("**Subprocessor**") without the notice and consent of the Customer as set forth below; and
- 3.2.26. subject to above clause 3.2.16, FloQast shall select any such Subprocessor with due diligence, and verify whether the Subprocessor is able to comply with their obligations under Data Protection Laws in relation to the Processing of Personal Data. Furthermore, FloQast shall:
  - (a) procure that Subprocessors enter into written agreements with FloQast which contain terms no less onerous than the terms set out under this DPA; and.
  - (b) remain fully liable to the Customer for the performance of the Subprocessor's obligations under Data Protection Laws or for any acts or omissions of any Subprocessors.

The current authorized Subprocessors are set forth at Exhibit A (the "**Authorized Subprocessors**"). FloQast will use commercially reasonable efforts to provide Customer notice of any additions, deletions or replacements to the Subprocessor List, at least ten (10) days prior to the date on which FloQast intends to engage a new Subprocessor. In case of any changes concerning the addition or replacement of Subprocessors, the Customer will have an opportunity to object based on reasonable grounds to such Processing of Personal Data. If the Parties cannot resolve the Customer's objection, FloQast may cease to provide the Services (either temporarily or permanently) to Customer and / or the Customer may terminate the Agreement, if the Subprocessor in question cannot be replaced or mitigated.

3.2.27. make available, once per annum upon the Customer's reasonable request, information necessary to demonstrate compliance with their obligations under this DPA and with Data Protection Laws and allow for and contribute to annual audits of FloQast's systems that are used to Process or access Personal Data, including inspections, conducted, during normal business hours with advance prior written notice and not more than once annually (except in case of a Personal Data Breach), by the Customer or another auditor as mandated by the Customer who will have entered into a confidentiality undertaking covering the audit at any time. FloQast shall grant the Customer all reasonable access rights and information required to perform such audits. FloQast may object to any external auditor if, in FloQast's reasonable opinion, the auditor is not qualified, does not have an appropriate security clearance, is a competitor to FloQast, or is not independent. If FloQast objects to the identity or qualifications of any proposed auditor, FloQast 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 FloQast's Confidential Information.

3.2.28. notwithstanding the foregoing, to the extent permitted by the Data Protection Laws, FloQast may use Personal Data internally to build or improve the quality of the Services, provided that such use does not include building or modifying household or consumer profiles to use in providing another business, or correcting or augmenting data acquired from another source.

3.3. This DPA and the Agreement are Customer's complete and final instructions to FloQast for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon separately in writing signed by authorized representatives of both parties.

3.4. FloQast shall notify Customer if it makes a determination that it can no longer meet its obligations under the Data Protection Laws or applicable laws.

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

## **5. RESTRICTED TRANSFERS AND PROCESSING RECORDS**

5.1. So long as FloQast continues to be located outside the EEA, the United Kingdom, or Switzerland and the Personal Data Processed by FloQast pertains to Data Subjects located in the EEA, the United Kingdom, or Switzerland, Customer authorizes FloQast and its Subprocessors to transfer Personal Data across international borders, including from the European Economic Area, Switzerland, and the United Kingdom to the United States. Where required, cross-border transfers of Personal Data must be supported by an approved adequacy mechanism or safeguard. Customer and FloQast agree that the Standard Contractual Clauses, reflecting the roles of the parties as described in the form approved by the European Commission and currently available at [https://commission.europa.eu/publications/standard-contractual-clauses-international-transfers\\_en](https://commission.europa.eu/publications/standard-contractual-clauses-international-transfers_en) (as amended or updated from time to time) ("**Standard Contractual Clauses**") and the United Kingdom International Data Transfer Addendum and currently available at <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/international-data-transfer-agreement-and-guidance/> (as amended or updated from time to time) ("**UK Addendum**") shall be used as the appropriate safeguards for restricted transfers and Processing of Personal Data and are incorporated at Appendix 2 and form an integral part of this DPA. With respect to facilitating international transfers of Personal Data of EEA, Swiss, and United Kingdom residents, the parties shall execute and annex to this DPA the EEA Standard Contractual Clauses including the UK Addendum attached collectively hereto as Appendix 2. In case of conflict, such attachments with Standard Contractual Clauses or the UK Addendum shall take precedence where applicable over the terms of the DPA.

- 5.2. Customer acknowledges that FloQast is required under the GDPR and UK 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 FloQast 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 or UK GDPR applies to the processing of Personal Data, Customer will, where requested, provide such information to FloQast, and will ensure that all information provided is kept accurate and up-to-date.

## 6. PERSONAL DATA BREACHES

- 6.1. FloQast will deploy and follow policies and procedures to detect, respond to, and otherwise address accidental, unlawful or unauthorized access, loss and/or destruction of Personal Data on FloQast's systems or as a result of or related to FloQast's access or Processing of such Personal Data or otherwise during the execution of the Services by FloQast ("**Personal Data Breaches**") including procedures to (i) identify and respond to known Personal Data Breaches, mitigate harmful effects of Personal Data Breaches, document Personal Data Breaches and their outcomes, and (ii) restore the availability or access to Personal Data in a timely manner.
- 6.2. FloQast agrees to provide written notice to Customer within seventy two (72) hours if it knows that a Personal Data Breaches has taken place. Such notice will include all available details required under Data Protection Laws for Customer to comply with its own notification obligations to regulatory authorities and/or individuals affected by the Personal Data Breaches. 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. FloQast's notification of or response to a Personal Data Breach under this Section 6.2 will not be construed as an acknowledgment by FloQast of any fault or liability with respect to any Personal Data Breach.
- 6.3. Customer has the right to participate in the investigation and response to the Personal Data Breaches and FloQast agrees to cooperate fully in the investigation and remediation of any harm or potential harm caused by the Personal Data Breaches. To the extent that a Personal Data Breaches gives rise to a need, in Customer's sole judgment to: (i) provide notification to public and/or regulatory authorities, individuals, or other persons, or (ii) undertake other remedial measures (including, without limitation, notice, credit monitoring services and the establishment of a call center to respond to inquiries – collectively, "**Remedial Action**"), at Customer's request and direction, and at FloQast's cost, FloQast agrees to undertake such Remedial Actions. Customer shall have sole discretion to control and direct the timing, content and manner of any notices, including but not limited to communication with Customer customers and/or employees, regarding the same. If Customer chooses to carry out the Remedial Action itself, FloQast agrees to reimburse Customer for its costs.

## 7. RETURN AND DESTRUCTION OF THE PERSONAL DATA

- 7.1. At the Customer's written request at any time, FloQast and the authorized Subprocessor (if any) shall promptly return all Personal Data as well as authorized copies (if any) of the Personal Data in its possession, including extracts or other reproductions (if any), whether in written, electronic or other readable and processable format or media, to the Customer;

- 7.2. Upon termination of retention periods as defined by the Customer for each category of Personal Data, or upon termination or expiration of the DPA, FloQast shall securely delete, remove and destroy all Personal Data processed on behalf of the Customer as well as authorized copies (if any) of the Personal Data in its possession, including extracts, backups or other reproductions (if any), whether in written, electronic or other form or media, except where necessary to retain such Personal Data strictly for the purposes of compliance with applicable law. Personal Data shall be disposed of in a method that prevents any recovery of the data in accordance with industry best practices for shredding of physical documents and wiping of electronic media (e.g., NIST SP 800-88).
- 7.3. Upon Customer's written request, FloQast shall certify that it has complied with Customer's request regarding the return and deletion of the Personal Data.
- 7.4. FloQast shall store all documents evidencing compliance of Processing of the Personal Data with this DPA and Data Protection Laws after termination or expiration of the DPA in accordance with applicable Data Protection Laws;
- 7.5. The parties acknowledge that Data Protection Laws are evolving over time and that new legislation is anticipated which might increase the Customer's or FloQast's data protection compliance obligations. The Customer shall have responsibility for ensuring that the terms of this DPA satisfy its obligations as Data Controller of the Personal Data, and accordingly may submit to FloQast from time to time requests for these terms to be varied to the extent necessary to comply with mandatory requirements of the Data Protection Laws, specifying the scope of the required amendments in sufficient detail. Upon receipt of such a request, FloQast shall prepare a document which describes any changes to this DPA, which shall be promptly submitted to the Customer for review. For the avoidance of doubt, no such changes shall take effect until a written agreement describing the amendments has been executed by both parties.
8. **SURVIVAL.** This DPA and all provisions herein shall survive so long as, and to the extent that, FloQast Processes or retains Personal Data.
9. **CERTIFICATION.** FloQast certifies that it understands and will comply with the restrictions on the use of Personal Data in connection with the Services set forth in this DPA. FloQast further certifies that it will ensure that any employees, subcontractors, and agents involved in performing Services under the Agreement comply with the terms of this DPA.
10. **ORDER OF PRECEDENCE.** This DPA supplements, and does not replace, any existing obligations related to the privacy and security of Personal Data as already set forth in the Agreement. In the event of any inconsistency or conflict between the terms of this DPA, the Agreement or any other document exchanged between the parties, the terms of this DPA shall control solely with respect to the subject matter contained herein.

## **Appendix 1 – Details of Processing**

<b>Categories of data subjects / Type of data</b>	<b>Subject matter and duration of processing</b>	<b>Nature and purpose of processing</b>
<p><i>Category of data subjects:</i> Controller personnel (users), individuals selected/targeted by Controller in connection with the ReMind service module.</p> <p><i>Type of data:</i> Name, title, work email address, IP address.</p>	<p><i>Subject matter of processing is the following data:</i></p> <p>Name, title, work email address, IP address.</p> <p><i>Duration of the processing:</i></p> <p>The processing is conducted until termination of the Agreements unless instructed otherwise by Controller at Customer's sole discretion.</p>	<p><i>FloQast is a SaaS provider who, on behalf of Customer:</i></p> <p>Collection, recording, organization, structuring, storage, and use for provision of the Services and controlling access to the Services.</p> <p><i>Purpose of the processing is:</i></p> <p>Provision of the Services and controlling access to the Services..</p>



## **Appendix 2 – Standard Contractual Clauses**

1. The EEA Standard Contractual Clauses are completed as follows:
  - a. Module 2 (Controller to Processor) will apply.
  - b. In Clause 7, the optional docking will apply.
  - c. In Clause 9, option 2 will apply, and the time period for prior notice of Subprocessors is 10 days.
  - d. In Clause 11, the optional clause will not apply.
  - e. In Clause 13, Option 1 will apply if Customer has an establishment in the European Union; Option 2 will apply if Customer is not established in the European Union and has an appointed representative; and Option 3 will apply if Customer has neither an establishment nor a representative in the European Union.
  - f. In Clause 17 (Option 2), the law of the Republic of Ireland will apply.
  - g. In Clause 18(b), disputes will be resolved in the courts of Ireland.
2. The EEA Standard Contractual Clauses, Annex I, Part A is completed as follows:
  - a. Data Exporter: Customer
  - b. Contact Details: Customer address, Customer contact and email address
  - c. Data Exporter Role: Controller
  - d. Signature and Date: By entering into the Agreement, Customer is deemed to have signed these Standard Contractual Clauses, including the UK Addendum.
  - e. Activities relevant to the data transferred under the Standard Contractual Clauses: Provide Services described in the Agreement.
  - f. Data Importer: FloQast, Inc.
  - g. Contact Details: 14721 Califa Street, Los Angeles, CA 91411, Attn: Erik Graham-Smith, General Counsel, legal@floqast.com
  - h. Data Importer Role: Processor
  - i. Signature & Date: By entering into the Agreement, FloQast is deemed to have signed these Standard Contractual Clauses, including the UK Addendum.
  - j. Activities relevant to the data transferred under the Standard Contractual Clauses: Provide Services described in the Agreement.
3. The EEA Standard Contractual Clauses, Annex I, Part B is completed as follows:
  - a. Categories of data subjects whose personal data is transferred: As set forth in Appendix 1.
  - b. Categories of personal data transferred: As set forth in Appendix 1.
  - c. Sensitive data transferred: As set forth in Appendix 1.
  - d. The frequency of transfer: The data is transferred on a continuous basis.
  - e. Nature of the processing: The nature of the processing is as set forth in Appendix 1.
  - f. Purpose(s) of the data transfer and further processing: The purpose of the data transfer and processing is as set forth in Appendix 1.
  - g. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: The duration of the processing is as set forth in Appendix 1.
  - h. For transfers to (sub-) processors, also specify subject matter, nature, and duration of the processing: The subject matter, nature, and duration of Processing undertaken by Subprocessors will be the same as set forth in this Annex 1.B with respect to FloQast.
4. The EEA Standard Contractual Clauses, Annex I, Part C is completed as follows: **The Data Protection Commission in Ireland. Customer to insert competent data authority in the EEA where it has the strongest presence. If Customer does not insert, default will be Ireland.**
5. The EEA Standard Contractual Clauses, Annex II. The Security Measures serves as Annex II of the Standard Contractual Clauses.
6. The UK Addendum is completed as follows:
  - a. Part 1
    - i. Table 1: The Parties as detailed in Section 2 to this Appendix 2.
    - ii. Table 2: Selected SCCs, Modules and Selected Clauses: as detailed in Section 1 of this Appendix 2.

- iii. Table 3: Appendix Information: means the information which must be provided for the selected modules as set out in the Appendix of the SCCs (other than the Parties), and which is set out in Sections 2, 3, and 5 of this Appendix 2.
  - iv. Table 4: The Importer may end the UK Addendum as set out in Section 19 of the UK Addendum.
- b. Part 2
  - i. Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 28 January 2022, as it is revised under Section 18 of those Mandatory Clauses.

**Exhibit A**  
**Authorized Subprocessors**

Subprocessors	
Name of Subprocessor and Location	Nature of the Services
<b>FloQast Application-Related Subprocessors</b>	
Amazon Web Services - WA, US	Cloud Computing Services
Egnyte - CA, US	File and Email Hosting Services
MongoDB - NY, US	Hosting Services
Loggly - CA, US	Logging Services
Pendo.io - NC, US	User Analytics Services
<b>Business-Related Subprocessors</b>	
FloQast UK Ltd - London, UK	Fully controlled FloQast, Inc. subsidiary providing Customer Support Services in EMEA
Google - CA, US	File and Email Hosting Services
WP Engine - TX, US	Hosting Services
Jira/Atlassian - Sydney, AU	Customer Support Services
Zendesk - CA, US	Customer Support Services
ZoomInfo - WA, US	Customer Support Services
Zoom - CA, US	Customer Support Services
Gong - CA, US	Customer Support Services
HubSpot - MA, US	Direct Marketing Services
Qualified - CA, US	Cloud Messaging Provider Services
Salesforce - CA, US	Customer Relationship Management Services
Influitive - Ontario, CA	Consumer Engagement Platform Services
Asana - CA, US	Project Management Services
NetSuite - TX, US	Billing and Accounting Services
MailChimp - GA, US	Transactional Email Services
SurveyMonkey - CA, US	Market Research Services
Skilljar - WA, US	LMS Hosting and Management Services