

Kleene

DATA PROCESSING ADDENDUM

This Data Processing Addendum applies wherever Kleene acts as a data processor with respect to Personal Data supplied or made available to Kleene by or on behalf of the Customer. It should be read in conjunction with the applicable Subscription T&Cs, Professional Services T&Cs and/or MSA.

Subscription T&Cs	Terms and conditions for Kleene's cloud-based software subscription services	https://kleene.ai/legal/subscription-tandcs
Professional Services T&Cs	Terms and conditions for Kleene's professional services	https://kleene.ai/legal/professional-services-tandcs
Support SLA	Service level agreement for customer support	https://kleene.ai/legal/support-sla
Service Providers' Page	Details of Kleene's subprocessors and service providers	https://kleene.ai/legal/service-providers-page
MSA	Master services agreement	N/A

1. Definitions

1.1 In this DPA:

"**Customer**" means Kleene's customer for Services;

"**Customer Data**" has the meaning given to it in the Subscription T&Cs;

"**Customer Materials**" has the meaning given to it in the Professional Services T&Cs;

"**Customer Personal Data**" means any Personal Data that is processed by Kleene on behalf of the Customer under or in relation to a Subscription or an Engagement; this shall exclude Personal Data with respect to which Kleene acts as a controller, such as Personal Data stored and used by Kleene in order to communicate with the Customer and/or to manage projects on behalf of the Customer;

"**Data Protection Laws**" means the EU GDPR and the UK GDPR and all other applicable laws relating to the processing of Personal Data;

"**DPA**" means this data processing addendum, as it may be updated from time to time in accordance with its own provisions or the provisions of the applicable Subscription T&Cs, Professional Services T&Cs and/or MSA;

"**Engagement**" has the meaning given to it in the Professional Services T&Cs;

"**EU GDPR**" means the General Data Protection Regulation (Regulation (EU) 2016/679) and all other EU laws regulating the processing of Personal Data, as such laws may be updated, amended and superseded from time to time;

"**Kleene**" means Minoro Ltd (trading as Kleene or Kleene.ai), a company incorporated in England and Wales (registration number 10657177) having its registered office at 11 Bracken Place, Bedford, United Kingdom, MK41 0TG;

"**Order Documents**" means, in relation to a Subscription, the applicable order form agreed by the parties; and in relation to an Engagement, any applicable order form and each applicable statement of work agreed by the parties;

"**Personal Data**" means personal data under any of the Data Protection Laws;

"**Services**" means the services provided or to be provided by Kleene to the Customer under the Order Documents;

"**Subscription**" has the meaning given to in the Subscription T&Cs; and

"**UK GDPR**" means the EU GDPR as transposed into UK law (including by the Data Protection Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019) and all other UK laws regulating the processing of Personal Data, as such laws may be updated, amended and superseded from time to time.

2. Compliance with Data Protection Laws

- 2.1 Each party shall comply with the Data Protection Laws with respect to the processing of the Customer Personal Data.
- 2.2 The Customer warrants to Kleene that it has the legal right to disclose all Personal Data that it does in fact disclose to Kleene under or in connection with any Subscription or Engagement.

3. Scope of processing

- 3.1 The Customer shall only supply to Kleene, and Kleene shall only process, Personal Data that:
 - (a) is included in the Customer Data or the Customer Materials; or
 - (b) is included in or relates to support Tickets (as defined in the Support SLA).

Such Personal Data may relate to any relevant individual. Where practicable, more specific information about the categories of Personal Data that may be processed under this DPA, and about the categories of data subject to which that Personal Data relates, may be set out in the Order Documents or another document agreed by the parties in writing.

- 3.2 Kleene shall only process the Customer Personal Data for the purposes of providing the Services, performing its other obligations under the applicable Subscription or Engagement and communicating with the Customer, along with any other purposes specified in the Order Documents.
- 3.3 Kleene shall only process the Customer Personal Data on the documented instructions of the Customer (including with regard to transfers of the Customer Personal Data to a third country under the Data Protection Laws), as set out in the Order Documents, this DPA, the Subscription T&Cs and/or the Professional Services T&Cs, any MSA and any other document agreed by the parties in writing.
- 3.4 Kleene shall promptly inform the Customer if, in the opinion of Kleene, an instruction of the Customer relating to the processing of the Customer Personal Data infringes the Data Protection Laws.
- 3.5 Notwithstanding any other provision of this DPA, Kleene may process the Customer Personal Data if and to the extent that Kleene is required to do so by applicable law. In such a case, Kleene shall inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

4. Duration of processing

- 4.1 Kleene shall only process the Customer Personal Data during the period of provision of services under the relevant Subscription or Engagement and for not more than 90 days following the end of that period, subject to the other provisions of this DPA. The Customer acknowledges that, if Kleene does not provide Data Warehouse Services (as defined in the Subscription T&Cs) then Customer Data shall only be processed by Kleene on a transient basis, and no Customer Data shall be stored by Kleene following the termination of the Subscription.
- 4.2 Subject to Clause 4.1, Kleene shall, at the choice of the Customer, delete or return all of the Customer Personal Data to the Customer after the provision of services relating to the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data. The Customer may exercise its rights under this Clause 4.2 by sending a request to the Kleene support team.

5. Confidentiality and security

- 5.1 Kleene shall ensure that persons authorised to process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

5.2 Kleene shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Customer Personal Data, including any measures specified in the Order Documents.

6. Third party processors and international transfers

6.1 Kleene must not engage any third party to process the Customer Personal Data without the prior specific or general written authorisation of the Customer. In the case of a general written authorisation, Kleene shall inform the Customer (by updating the Service Providers' Page and, if the Customer has so requested, sending an email notice to the Customer) at least 14 days in advance of any intended changes concerning the addition or replacement of any third party processor, and if the Customer objects to any such changes before their implementation, then the Customer may terminate the relevant Subscription or Engagement on 7 days' written notice to Kleene, providing that such notice must be given within the period of 7 days following the date that Kleene informed the Customer of the intended changes.

6.2 Kleene shall ensure that each third party processor is subject to equivalent legal obligations as those imposed on Kleene by this DPA.

6.3 Kleene is hereby authorised by the Customer on a general basis to engage, as sub-processors with respect to Customer Personal Data, the third parties, and third parties within the categories, identified on the Service Providers' Page as at the date of agreement the applicable Subscription or Engagement.

6.4 The Customer hereby authorises Kleene to make the following transfers of Customer Personal Data:

- (a) Kleene may transfer the Customer Personal Data to its third party processors in the jurisdictions identified on the Service Providers' Page and may permit its third party processors to make such transfers, providing that such transfers must be protected by any appropriate safeguards identified therein; and
- (b) Kleene may transfer the Customer Personal Data to a country, a territory or sector to the extent that the competent data protection authorities have decided that the country, territory or sector ensures an adequate level of protection for Personal Data for the purposes of the Data Protection Laws.

7. Assistance and cooperation

7.1 Kleene shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Customer with the fulfilment of the Customer's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.

7.2 Kleene shall assist the Customer in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under

the Data Protection Laws. Kleene may charge the Customer at its standard time-based charging rates for any work performed by Kleene at the request of the Customer pursuant to this Clause 7.2.

- 7.3 Kleene shall make available to the Customer all information necessary to demonstrate the compliance of Kleene with its obligations under this DPA. Kleene may charge the Customer at its standard time-based charging rates for any work performed by Kleene at the request of the Customer pursuant to this Clause 7.3, providing that no such charges shall be levied with respect to the completion by Kleene (at the reasonable request of the Customer, not more than once per calendar year) of the standard information security questionnaire of the Customer.
- 7.4 Kleene shall allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer in respect of the compliance of Kleene's processing of Customer Personal Data with the Data Protection Laws and this DPA. Kleene may charge the Customer at its standard time-based charging rates for any work performed by Kleene at the request of the Customer pursuant to this Clause 7.4, providing that no such charges shall be levied where the request to perform the work arises out of any breach by Kleene of this DPA or any security breach affecting the systems of Kleene.

8. Data breaches

- 8.1 Kleene must notify the Customer of any Personal Data breach affecting the Customer Personal Data without undue delay and, in any case, not later than 36 hours after Kleene becomes aware of the breach.

9. Variation

- 9.1 This DPA may not be varied except as follows:
- (a) to the extent reasonably necessary to ensure that the parties and this DPA comply with the Data Protection Laws, by Kleene giving to the Customer at least 30 days' prior written notice of the variation;
 - (b) in accordance with the provisions of the Subscription T&Cs, Professional Services T&Cs and/or any MSA as applicable between the parties; or
 - (c) by means of a written document signed by or on behalf of each party.