



Analog Informatics™
Corporation

Data Protection Addendum

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This Data Protection Addendum ("**DPA**") is incorporated into the Software License Terms (the "**License**" or End User License Agreement ("**EULA**")) between Provider and Customer. This DPA binds when Customer accepts the License by an affirmative electronic act after the License is presented (clickwrap), or by a signed copy of the License when that path applies. It applies where Provider hosts, or otherwise processes on Customer's behalf, personal data within Customer Data. Where Provider does not host and does not otherwise process personal data on Customer's behalf, Articles 1, 3, and 8 still apply, and Provider is not Customer's processor.

Capitalized terms not defined here have the meaning in the License.

1. ROLES

Customer remains controller of Customer Data. Customer is solely responsible for Customer Data, including classification, lawful processing, backups, and any keys Customer holds. Provider does not become the custodian of Customer Data stored only in Customer's environment.

If Customer is in a jurisdiction with extra data-protection rules (for example a General Data Protection Regulation (GDPR)-style law), Customer remains controller of Customer data. Provider is not Customer's processor for Customer classified data stored only in Customer's environment.

A foreign Customer is responsible for its own business licenses and import or use registrations.

2. PROCESSING ON CUSTOMER'S BEHALF

Where Provider hosts, or otherwise processes on Customer's behalf, personal data within Customer Data, Provider shall process that personal data only on Customer's documented instructions and shall not use it for Provider's own purposes.

Provider shall implement reasonable technical and organizational measures appropriate to the nature of the personal data and the processing, including access control, encryption in transit where Provider transmits that data, and logging of Provider personnel access.

Provider shall notify Customer without undue delay after becoming aware of a personal-data breach affecting personal data Provider processes on Customer's behalf, and shall provide information reasonably available to Provider to assist Customer's own notification duties.

Provider shall not engage a subprocessor for that personal data without Customer's prior written authorization, general or specific. Provider shall impose written terms on each authorized subprocessor no less protective than this DPA. Provider remains responsible to Customer for that subprocessor's processing.

Where an international transfer of that personal data is required, Provider shall use a lawful transfer mechanism then available (for example standard contractual clauses published by a competent authority). This DPA does not itself constitute those clauses.

On termination of the License, Provider shall, at Customer's written election, delete or return personal data Provider holds as processor, except copies retained under legal hold or ordinary backup, which remain subject to this DPA until deleted in the ordinary cycle.

3. REGULATED DATA

Customer shall not transmit classified or other regulated data to Provider without Provider's express written authorization and through the channel Provider designates in writing. Customer shall impose the same restriction on each Authorized Operator.

Customer alone decides whether an Authorized Operator receives classified or other regulated data. Provider does not grant an Authorized Operator classified access.

Encryption-key custody is in the License. This DPA does not grant an Authorized Operator key-management authority.

4. SECURITY MEASURES

Provider shall maintain administrative, technical, and physical safeguards designed to protect personal data Provider processes on Customer's behalf against unauthorized access, use, or disclosure. Those safeguards include least-privilege access for Provider personnel, multi-factor authentication for Provider administrative access, and prompt revocation of access when a Provider person no longer needs it.

Customer is responsible for safeguards in Customer's environment, including classification, backups, and Customer-held keys.

5. ASSISTANCE

Provider shall, taking into account the nature of the processing, provide reasonable assistance to Customer in responding to a data-subject request, a supervisory inquiry, or a security questionnaire, to the extent the request concerns personal data Provider processes on Customer's behalf. Provider may charge a reasonable fee for assistance that is not required by law.

6. AUDIT

On Customer's written request, and not more than once in any 12 (twelve) month period unless a personal-data breach affecting that processing has occurred, Provider shall make available information reasonably necessary to demonstrate compliance with this DPA. Provider may satisfy that request with a current independent audit report or written answers. On-site inspection, if still required, is during normal business hours, on not less than 10 (ten) business days' written notice, and in a manner that does not unreasonably interfere with Provider's operations.

7. TERM

This DPA begins when the License becomes effective and continues while Provider processes personal data on Customer's behalf, and thereafter for as long as Provider retains that personal data under Article 2. Provisions that by their nature should survive termination survive, including payment, confidentiality, intellectual property, warranty, limitation of liability, and this Section. Obligations for classified or other regulated data survive indefinitely.

8. CONFLICT AND LAW

If this DPA conflicts with the License on personal or regulated data processing, this DPA controls. The License controls on license grant, keys, export, and liability. Disputes under this DPA follow the governing-law and binding-arbitration clause in the License.

This DPA may be amended only in writing signed by both Parties, or by a revised edition that Customer accepts with a later Order.

9. DOCUMENT KIT

The following Customer instruments are the Document Kit. This DPA is one instrument in that kit. They bind or may bind Customer as stated in the License. This Article names those instruments. It does not restate their text.

(a) Customer Agreement;

(b) Software License Terms (Clickwrap) (the License; also the EULA);

(c) Software License Terms (Signed Copy), which is a backup only for a United States Government Customer or when the Parties agree in writing that a signed copy is required;

(d) Product Terms;

(e) Data Protection Addendum (this DPA); and

(f) Price List.