



DATA PROCESSING ADDENDUM TO THE CLOUD SERVICE OFFERINGS TERMS OF SERVICE

This Data Processing Addendum (“DPA”) forms part of the Agreement (defined below) between the party identified in the Agreement or the applicable RSA quotation (“Customer”) and RSA Security LLC and its affiliates (“RSA” or “Service Provider”) and applies to the extent that (i) Service Provider processes Personal Data on behalf of Customer in the course of providing Services and (ii) the Agreement expressly incorporates this DPA by reference. This DPA does not apply where Service Provider is the Controller nor where Service Provider is not processing Personal Data on behalf of Customer in the course of delivering Cloud Services. All capitalized terms not defined in this DPA will have the meanings set forth in the Agreement.

1. Definitions.

“Agreement” means the written or electronic agreement Identified and located at <https://www.rsa.com/en-us/company/standard-form-agreements> between Customer and Service Provider pursuant to which RSA provides Services to Customer.

"Controller" means an entity which, alone or jointly with others, determines the purposes and means of the processing of the Personal Data.

"Data Protection Laws" or “Privacy Laws” means any data protection and/or privacy related laws, statutes, directives, or regulations (and any amendments or successors thereto) to which a party to this DPA is subject and which are applicable to the Services provided under the Agreement.

"GDPR" means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation).

“Model Clauses” means the Standard Contractual Clauses (Controller to Processor) approved by the EU Commission for transfers of personal data to countries outside the European Economic Area (“EEA”) that have not been deemed by the European Commission as providing an adequate level of data protection.

"Personal Data" means any information relating to an identified or identifiable natural person which is processed by RSA, acting as a Processor on behalf of the Customer, in connection with the provision of and subject to the limitations of the Services (as set forth in the Agreement), and which is subject to Privacy Laws. For the avoidance of any doubt, in cases where data is anonymized or pseudonymized such that the natural person cannot be identified by RSA, such data shall not be deemed nor construed as ‘Personal Data’.

“Processing” means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, subject to the parameters and limitations as set forth in the Agreement between RSA and Customer.

"Processor" means an entity that processes Personal Data on behalf of a Controller.



“Security Incident” or “Personal Data Breach” means a material breach by RSA of the security obligations under this DPA leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, the Personal Data transmitted, stored or otherwise processed.

"Services" means any RSA cloud based license or service or customer support services provided by Service Provider to Customer pursuant to the Agreement.

"Sub-processor" means any Processor engaged by Service Provider or any member of its group of companies that processes Personal Data pursuant to the Agreement. Sub-processors may include third parties or any member of Service Provider's group of companies.

2. **Processing.**

2.1 Role of the Parties. As between Service Provider and Customer, Service Provider will process Personal Data under the Agreement only as a Processor acting on behalf of the Customer. Customer may act either as a Controller or as a Processor with respect to Personal Data.

2.2 Customer authorizes RSA to process the Personal Data to provide the Services in accordance with RSA's rights and obligations under the Agreement and in any subsequent statements of work or service orders, and to use performance data derived from the provision of the Services and the processing of the Personal Data to enhance and/or improve RSA's products and services. This DPA, the Agreement and any subsequent statements of work or services orders, and any configurations by Customer or its authorized users, comprise Customer's complete instructions to RSA regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Customer agrees that it will not require RSA to undertake or engage in any activity that would require, or result in, RSA acting in the capacity of a Controller. RSA is not responsible for determining if Customer's instructions are compliant with applicable law. However, if RSA is of the opinion that a Customer instruction infringes applicable Privacy Laws, RSA shall notify Customer as soon as reasonably practicable and shall not be required to comply with such infringing instruction. Details of the subject matter of the processing, its duration, nature and purpose, and the type of Personal Data and data subjects are as specified in the description of the Services, the Agreement and/or appendix 1 of the Model Clauses (if executed). Except as otherwise expressly stated, Customer is the Controller and RSA is the Processor of the Personal Data processed under this DPA.

2.3 Customer Processing of Personal Data. Customer will, in its use of the Services, comply with its obligations under Data Protection Laws in respect of its processing of Personal Data and any processing instructions it issues to Service Provider. Customer represents that it has all rights and authorizations necessary for Service Provider to process Personal Data pursuant to the Agreement.

2.4 RSA may only disclose the Personal Data to third parties (including its Sub-processors, Affiliates and Subcontractors) for the purpose of: (a) complying with Customer's reasonable and lawful instructions; (b) as required in connection with the Services and as permitted by this DPA and/or (c) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which RSA is subject PROVIDED that RSA will (to the extent permitted by law) inform the Customer in advance of making any disclosure of Personal Data and will reasonably co-operate with Customer to limit the scope of such disclosure to what is legally required.

2.5 To the extent the Personal Data is confidential (pursuant to applicable law), RSA shall maintain the confidentiality of the Personal Data in accordance with Privacy Laws applicable to Processors and shall



ensure RSA employees or representatives authorized to process the Personal Data (including its Sub-processors) have committed themselves to obligations of confidentiality.

2.6 Service Provider Processing of Personal Data.

A. Service Provider will comply with Data Protection Laws applicable to its provision of the Services and will process Personal Data in accordance with Customer's documented instructions. Customer agrees that the Agreement is its complete and final instructions to Service Provider in relation to the processing of Personal Data. Processing any Personal Data outside the scope of the Agreement will require prior written agreement between Service Provider and Customer by way of written amendment to the Agreement and will include any additional fees that may be payable by Customer to Service Provider for carrying out such instructions. Upon notice in writing, Customer may terminate the Agreement if Service Provider declines to follow Customer's reasonable instructions that are outside the scope of, or changed from, those given or agreed to in the Agreement, to the extent such instructions are necessary to enable Customer to comply with Data Protection Laws.

B. Without limiting the generality of the foregoing, to the extent the California Consumer Privacy Act of 2018, as amended, Cal. Civ. Code § 1798.100 et.seq. ("CCPA"), applies to any Personal Data, such Personal Data will be disclosed by Customer to Service Provider for a 'business purpose' and Service Provider will act as Customer's 'service provider', as such terms are defined under CCPA. Service Provider will not retain, use or disclose Personal Data for a commercial or any other purpose other than for the specific purpose of providing the Services, as further described in the Agreement, or as otherwise permitted by the CCPA.

C. Processing of Personal Data Details.

Subject matter. The subject matter of the processing under the Agreement is the Personal Data.

Duration. The duration of the processing under the Agreement is determined by Customer and as set forth in the Agreement.

Purpose. The purpose of the processing under the Agreement is the provision of the Services by Service Provider to Customer as specified in the Agreement.

Nature of the processing. Service Provider and/or its Sub-processors are providing Services or fulfilling contractual obligations to Customer as described in the Agreement. These Services may include the processing of Personal Data by Service Provider and/or its Sub-processors on systems that may contain Personal Data.

Categories of data subjects. Customer determines the data subjects which may include Customer's end users, employees, contractors, suppliers, and other third parties.

Categories of data. Personal Data that Customer submits to the Services.

3. Sub-processing.

3.1 Use of Sub-Processors. Customer agrees that RSA may appoint and use Sub-processors to process the Personal Data in connection with the Services PROVIDED that: (a) RSA puts in place a contract in writing with each Sub-processor that imposes obligations that are (i) relevant to the services to be provided by the Subprocessors and (ii) materially similar to the rights and/or obligations granted or imposed on RSA under this DPA; and (b) where a Subprocessor fails to fulfil its data protection obligations as specified above, RSA shall be liable to the Customer for the performance of the Subprocessor's obligations.

4. Security Measures.

4.1 Taking into account industry standards, the costs of implementation, the nature, scope, context and purposes of the processing and any other relevant circumstances relating to the processing of the Personal Data on Service Provider systems, Service Provider shall implement appropriate technical and organisational measures to ensure security, confidentiality, integrity, availability and resilience of processing systems and services involved in the processing of the Personal Data are commensurate with the risk in respect of such Personal Data. Service Provider will periodically (i) test and monitor the effectiveness of its safeguards, controls, systems and procedures and (ii) identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of the personal data, and ensure these risks are addressed. Service Provider shall have implemented and documented appropriate business continuity and disaster recovery plans to enable it to continue or resume providing Services (including restoring access to the Personal Data where applicable) in a timely manner after a disruptive event.

4.2 Security Measures by Customer. Customer is responsible for using and configuring the Services in a manner that enables Customer to comply with Data Protection Laws, including implementing appropriate technical and organizational measures. The parties agree that security measures provide an appropriate level of security for the protection of Personal Data to meet the requirements of this clause.

4.3 Personnel. Service Provider restricts its personnel from processing Personal Data without authorization (unless required to so by applicable law) and will ensure that any person authorized by Service Provider to process Personal Data is subject to an obligation of confidentiality.

5. Security Incident.

5.1 Where a Security Incident is caused by RSA's failure to comply with its obligations under this DPA, RSA shall, where required by applicable Privacy Laws, notify Customer without undue delay after establishing the occurrence of the Security Incident and shall:

(a) to the extent such information is known or available to RSA at the time, provide Customer with details of the Security Incident, a point of contact, and the measures taken or to be taken to address the Security Incident;

(b) reasonably cooperate and assist Customer with any investigation into, and/or remediation of, the Security Incident (including, without limitation and where required by Privacy Laws, the provision of notices to regulators and affected individuals);

(c) not inform any unaffiliated third party (other than another customer affected by the same Security Incident, a Sub-processor potentially possessing relevant information, or experts or consultants utilized by RSA) of any Security Incident relating to the Personal Data without first obtaining Customer's prior written consent, except as otherwise required by applicable law. Nothing in this clause shall prevent RSA from notifying other customers whose personal data may be affected by the Security Incident;

(d) in the event Customer intends to issue a notification regarding the Security Incident to a data protection supervisory authority, other regulator or law enforcement agency, Customer shall (unless



prohibited by law) allow RSA to review the notification and Customer shall have proper consideration to any reasonable comments or amendments proposed by RSA.

6. **Demonstrate Compliance.**

RSA shall, upon reasonable prior written request from Customer (such request not to be made more frequently than once in any twelve-month period), provide to Customer such information as may be reasonably necessary under applicable law and in accordance with RSA's security practices, to demonstrate RSA's compliance with its obligations under this DPA.

7. **Data Transfers and Exports.**

Data Transfers. RSA is authorised, in connection with the provision of the Services, or in the normal course of business, to make worldwide transfers of Personal Data to its Affiliates and/or Sub-processors. When making such transfers, RSA shall ensure appropriate protection is in place to safeguard the Personal Data transferred under or in connection with this Agreement. Where the provision of Services involves the transfer of Personal Data from the EEA to countries outside the EEA (which are not subject to an adequacy decision under Privacy Laws) such transfer shall be subject to the following requirements: (a) RSA has in place intra-group agreements with any Affiliates which may have access to the Personal Data, which agreements shall incorporate the Model Clauses; and (b) RSA has in place agreements with its Sub-processors that incorporate the Model Clauses as appropriate.

8. **Deletion of Data.**

Upon termination of the Services (for any reason) and if requested by Customer in writing, RSA shall, as soon as reasonably practicable and in accordance with applicable law, delete the Personal Data on RSA systems, PROVIDED that RSA may: (a) retain one copy of the Personal Data as necessary to comply with any legal, regulatory, judicial, audit or internal compliance requirements; and (b) defer the deletion of the Personal Data to the extent and for the duration that any Personal Data or copies thereof cannot reasonably and practically be expunged from RSA's systems. The parties hereby expressly acknowledge that Customer instructs RSA herein to maintain back-up files of all Customer Data (which may include Personal Data) stored in the Services, for the duration that such process is established in the Agreement. For such retention or deferral periods as set out in subparagraphs (a) and (b) of this clause, the provisions of this DPA shall continue to apply to such Personal Data. RSA reserves the right to charge Customer for any reasonable costs and expenses incurred by RSA in deleting the Personal Data pursuant to this clause. A certificate of destruction will only be provided upon request.

In the case that upon termination of the services the Customer does not request RSA to delete the Personal Data, RSA systems and data have assigned internal retention periods, which will effectively delete data upon reaching its respective retention period or when the data is no longer necessary, whichever is sooner.

9. **Cooperation.**

9.1 Data Protection Requests. If Service Provider receives any requests from individuals or applicable data protection authorities relating to the processing of Personal Data under the Agreement, including requests from individuals seeking to exercise their rights under Data Protection Laws, Service Provider will promptly redirect the request to the Customer. Service Provider will not respond to such communication directly without Customer's prior authorization, unless legally compelled to do so. If Service Provider is



required to respond to such a request, Service Provider will promptly notify Customer and provide Customer with a copy of the request, unless legally prohibited from doing so.

9.2 Customer Requests. RSA shall provide reasonable cooperation and assistance to Customer, to the extent applicable in relation to RSA's processing of the Personal Data and within the scope of the agreed Services, in connection with any data protection impact assessment(s) which the Customer may carry out in relation to the processing of Personal Data to be undertaken by RSA, including any required prior consultation(s) with supervisory authorities. RSA reserves the right to charge Customer a reasonable fee for the provision of such cooperation and assistance.

9.3 DPIAs and Prior Consultations. To the extent required by Data Protection Laws, Service Provider will, upon reasonable notice and at Customer's expense, provide reasonably requested information regarding the Services to enable Customer to carry out data protection impact assessments ("DPIAs") and/or prior consultations with data protection authorities.

9.4 Legal Disclosure Requests. If Service Provider receives a legally binding request for the disclosure of Personal Data which is subject to this DPA, such request will be dealt with in accordance with the Agreement.

9.5 Liability and Costs. Neither RSA nor any Sub-processor shall be liable for any claim brought by Customer or any third party arising from any action or omission by RSA and/or Sub-processors to the extent such action or omission resulted from compliance with Customer's instructions or security practices, policies and/or processes.

10. **General.**

10.1 Relationship with Agreement. Any claims brought under this DPA will be subject to the terms and conditions of the Agreement, including the exclusions and limitations set forth in the Agreement.

10.2 Conflicts. In the event of any conflict between this DPA and any privacy-related provisions in the Agreement, the terms of this DPA will prevail.

10.3 Modification and Supplementation. Service Provider may modify the terms of this DPA as provided in the Agreement, in circumstances such as (i) if required to do so by a supervisory authority or other government or regulatory entity, (ii) if necessary to comply with Data Protection Laws, or (iii) to implement or adhere to standard contractual clauses, approved codes of conduct or certifications, binding corporate rules, or other compliance mechanisms, which may be permitted under Data Protection Laws. Supplemental terms may be added as an Annex or Appendix to this DPA where such terms only apply to the processing of Personal Data under the Data Protection Laws of specific countries or jurisdictions. Service Provider will provide notice of such changes to Customer, and the modified DPA will become effective, in accordance with the terms of the Agreement or as otherwise provided on Service Provider's website if not specified in the Agreement.