

DATA PROCESSING ADDENDUM

1. Background

- 1.1 This DPA is supplemental to the Causaly Terms of Service agreed between the parties (the **"Agreement"**) and to the extent that Causaly processes any personal data on behalf of the Client as a processor or subprocessor as a result of hosting the Client Data, it shall do so in accordance with this Data Processing Addendum (the **"DPA"**).
- 1.2 In the event of a conflict between any of the provisions of this DPA and the provisions of the Agreement, the provisions of this DPA shall prevail.

2. Definitions

- 2.1 Unless otherwise set out below, each capitalised term in this DPA shall have the meaning set out in the Agreement and the following capitalised terms used in this DPA shall be defined as follows:

"Client Personal Data" means:

- (a) any personal data contained in the Client Data, including the names and contact details of the Authorised Users; and
- (b) any other personal data that Causaly Processes on behalf of the Client or an Affiliate during the Term in connection with the Client's use of and access to the Causaly Service;

"Data Protection Laws" means all applicable data protection and privacy laws, including the UK Data Protection Act 2018 and the UK General Data Protection Regulation (**"UK GDPR"**) (as amended), the EU General Data Protection Regulation (2016/679) **"GDPR"** (as amended), and any other applicable data protection or privacy legislation or regulation relating to the provision of the Causaly Services to the Client;

"European Economic Area" or **"EEA"** means the Member States of the European Union together with Iceland, Norway, and Liechtenstein;

"Security Incident" means any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Client Personal Data;

"Subprocessor" means any other Processor engaged by Causaly who agrees to receive from Causaly Client Personal Data.

- 2.2 The terms **"personal data"**, **"Controller"**, **"Processor"**, **"Data Subject"**, **"Processing"** and **"Supervisory Authority"** shall have the same meaning as set out in the GDPR.

3. Data Processing

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3.1 Causaly will only Process Client Personal Data in accordance with:

- (a) the Agreement, to the extent necessary to provide the Causaly Service to the Client; and
- (b) the Client's written instructions,

unless Processing is required by the applicable Data Protection Laws to which Causaly is subject, in which case Causaly shall, to the extent permitted by applicable law, inform the Client of that legal requirement before Processing that Client Personal Data.

3.2 Processing outside the scope of this DPA or the Agreement will require prior written agreement between the Client and Causaly on additional instructions for Processing.

3.3 The Client shall provide all applicable notices to Data Subjects required under applicable Data Protection Laws for the lawful Processing of Client Personal Data by Causaly in accordance with the Agreement.

3.4 The Client will obtain any consents required under applicable Data Protection Laws for the lawful Processing of Client Personal Data by Causaly in accordance with the Agreement.

4. Subprocessors

4.1 The Client agrees that Causaly may use Subprocessors to process Client Personal Data, provided it enters into a written agreement with the Subprocessor which imposes the same obligations on the Subprocessor with regard to their Processing of Client Personal Data as are imposed on Causaly under this DPA. The following Subprocessors are used:

Subprocessor	Address/country	Service
Amazon Web Services EMEA SARL	EC2A 2EA	Cloud and Hosting
Auth0 Inc	5 New Street Square, London, EC4A 3TW, United Kingdom	Authentication-as-a-Service
Mailchimp - The Rocket Science Group LLC	675 Ponce De Leon Ave NE, Suite 5000, Atlanta, GA 30308, USA	User Onboarding
Google Cloud Platform	Google Ireland Limited (registered at Gordon House, Barrow Street, Dublin 4, Ireland)	Cloud services and Hosting – hosts production environment and relevant customer data in scope
Hotjar Limited	Level 2, St Julian's Business Centre, 3, Elia Zammit Street, St Julian's STJ 1000, Malta	User Analytics
Mailgun Technologies Inc	251 Little Falls Drive, Wilmington, New Castle, DE 19808, USA	SMTP Service

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Rollbar Inc	1013 Centre Road Suite 403-B, Wilmington, New Castle, DE, 19805, USA	Error Management
Pendo.io, Inc.	150 Fayetteville Street, Suite 1400 Raleigh, NC 27601	User Onboarding, Interactive user guides
HubSpot, Inc.	25 First Street, 2nd Floor, Cambridge, MA 02141 USA	Customer Services and Support
Productboard	612 Howard street, 4th floor, San Francisco, CA 94105, USA	User feedback repository

4.2 Causaly shall notify the Client of any changes to the Subprocessors it uses to Process Client Personal Data (including addition or replacement of any Subprocessors). If the Client (acting reasonably) does not approve of a new Subprocessor, then without prejudice to any right to terminate the Agreement, the Client may request that Causaly moves the Client Personal Data to another Subprocessor and Causaly shall, within a reasonable time following receipt of such request, use all reasonable endeavours to ensure that the Subprocessor does not Process any of the Client Personal Data.

4.3 Causaly shall at all times remain responsible for compliance with its obligations under the DPA and will be liable to the Client for the acts and omissions of any Subprocessor as if they were the acts and omissions of Causaly.

5. International Transfers

5.1 Causaly shall not transfer the Client Personal Data to a recipient in a country or territory outside UK or EEA unless:

- (a) the recipient, or the country or territory in which it Processes or accesses the Client Personal Data, ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the Processing of Client Personal Data as determined by the UK Information Commissioner's Office ("ICO") or the European Commission; or
- (b) the transfer is based on the Standard Contractual Clauses (processors) approved by European Commission Implementing Decision (EU) 2021/914, or any subsequent version thereof released by the UK Information Commissioner's Office ("ICO") or the European Commission (which will automatically apply), or (where relevant) another legally recognised transfer method.

6. **Data Security, and Security Notifications**

- 6.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Causaly shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including the measures set out in Causaly's customer terms and (as appropriate) any other measures listed in Article 32(1) of the GDPR or any other equivalent provisions.
- 6.2 Where required under Article 28(3)(h) of the GDPR or any other equivalent provisions, Causaly shall immediately notify the Client in the event that Causaly believes the Client's instructions conflict with the requirements of the other applicable Data Protection Laws.
- 6.3 If Causaly or any Subprocessor becomes aware of a Security Incident, Causaly will (a) notify the Client of the Security Incident without undue delay; (b) investigate the Security Incident and provide such reasonable assistance to the Client (and any law enforcement or regulatory official) as required to investigate the Security Incident; and (c) take steps to remedy any non-compliance with this DPA.
- 6.4 Causaly shall treat the Client Personal Data as the Client's Confidential Information, and shall ensure that any employees or other personnel that have access to the Client Personal Data have agreed in writing to protect the confidentiality and security of the Client Personal Data and do not Process such Client Personal Data other than in accordance with this DPA.

7. **Audit**

- 7.1 On the Client's written request, and no more than once in any rolling 12-month period, Causaly shall make available to the Client information reasonably necessary to demonstrate Causaly's compliance with its obligations under this DPA. Causaly may satisfy this obligation by providing the Client with a copy of its then-current independent third-party audit report(s) or certification(s) (such as a SOC 2 Type II report or ISO 27001 certification) covering the Causaly Service.

8. **Access Requests and Data Subject Rights**

- 8.1 Save as required (or where prohibited) under applicable law, Causaly shall notify the Client of any request received by Causaly or any Subprocessor from a Data Subject in respect of their personal data included in the Client Personal Data, and shall not directly respond to the Data Subject.
- 8.2 Causaly shall provide the Client with the ability to correct, delete, block, access or copy the Client Personal Data in accordance with the functionality of the Causaly Service.

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- 8.3 Causaly shall notify the Client of any request for the disclosure of Client Personal Data by a governmental or regulatory body or law enforcement authority (including any data protection supervisory authority) unless otherwise prohibited by law or a legally binding order of such body or agency.

9. **Assistance**

- 9.1 Where applicable, taking into account the nature of the Processing, and to the extent required under applicable Data Protection Laws, Causaly shall provide the Client with any information or assistance reasonably requested by the Client for the purpose of complying with any of the Client's obligations under applicable Data Protection Laws, including:

- (a) using all reasonable endeavours to assist Client by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Client's obligation to respond to requests for exercising Data Subject rights laid down in the applicable Data Protection Laws; and
- (b) providing reasonable assistance to the Client with any data protection impact assessments and with any prior consultations to any Supervisory Authority of the Client, in each case solely in relation to Processing of Client Personal Data and taking into account the information available to Causaly.

10. **Duration and Termination**

- 10.1 Deletion of data. Subject to paragraphs **Error! Unknown switch argument.** and **Error! Unknown switch argument.** below, Causaly shall, within 90 (ninety) calendar days of the date of termination of the Agreement:

- (a) return a complete copy of all Client Personal Data by secure file transfer in such a format as notified by Client to Causaly; or
- (b) delete and use all reasonable efforts to procure the deletion of all other copies of Client Personal Data Processed by Causaly or any Subprocessors.

- 10.2 Subject to paragraph 10.3 below, Client may in its absolute discretion notify Causaly in writing within 30 (thirty) calendar days of the date of termination of the Agreement to require Causaly

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to delete and procure the deletion of all copies of Client Personal Data Processed by Causaly. Causaly shall, within 90 (ninety) calendar days of the date of termination of the Agreement:

- (a) comply with any such written request; and
- (b) use all reasonable endeavours to procure that its Subprocessors delete all Client Personal Data Processed by such Subprocessors,

and, where this paragraph 10.2 applies, Causaly shall not be required to provide a copy of the Client Personal Data to Client.

- 10.3 Causaly and its Subprocessors may retain Client Personal Data to the extent required by applicable laws and only to the extent and for such period as required to comply with such applicable laws and always provided that Causaly shall ensure the confidentiality of all such Client Personal Data and shall ensure that such Client Personal Data is only Processed as necessary for the purpose(s) specified in the applicable laws requiring its storage and for no other purpose.