

## DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**Addendum**”) forms an integral part of the Agreement (“**Agreement**”) between [REDACTED] (“**Customer**”) and Coralogix Ltd. 156 Menachem Begin Rd. Tel Aviv, Israel (“**Company**”) (each a “**Party**” and together the “**Parties**”) and applies to the extent that Company processes Personal Data on behalf of the Customer, in the course of its performance of its obligations under the Agreement.

Customer shall qualify as the Data Controller and Company shall qualify as the Data Processor, as these terms are defined under Data Protection Law.

**All capitalized terms not defined herein shall have the meaning set forth in the Agreement.**

### 1. Definitions

1. “**Approved Jurisdiction**” means a member state of the EEA, or other jurisdiction as may be approved pursuant to the applicable Data Protection Law as having adequate legal protections for data by the European Commission
2. “**Data Protection Law**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“**GDPR**”), including any applicable domestic laws implementing the foregoing.
3. “**Data Controller**”, “**Data Processor**”, “**Data Subject**”, “**Personal Data**”, “**Personal Data Breach**”, “**Process**” and “**Processing**” shall have the meanings ascribed to them in the Data Protection Law.
4. “**EEA**” means those countries that are member of the European Economic Area.
5. “**Permitted Purposes**” mean any purposes in connection with Company performing its obligations under the Agreement.
6. “**Security Measures**” mean commercially reasonable security-related policies, standards, and practices commensurate with the size and complexity of Company’s business, the level of sensitivity of the data collected, handled and stored, and the nature of Company’s business activities.
7. “**Standard Contractual Clauses**” means the annex to the EU Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council as shall be amended from time to time (including without limitation, the standard contractual clauses adopted by the European Commission in its Implementing Decision (EU) 2021/91 of 4 June 2021).
8. “**Sub-Processors**” means any Affiliate, agent or assignee of Company that may process Personal Data pursuant to the terms of the Agreement, and any unaffiliated processor engaged by Company.

## **2. Application of this DPA**

1. This DPA will only apply to the extent all of the following conditions are met:
  - a) Company processes Personal Data that is made available by the Customer in connection with the Agreement (whether directly by the Customer or indirectly by a third party retained by and operating for the benefit of the Customer);
  - b) Data Protection Laws apply to the processing of Personal Data.
2. This DPA will only apply to the services for which the Parties agreed to in the Agreement, which incorporates the DPA by reference.

## **3. Compliance with Laws**

1. Each Party shall comply with its respective obligations under the Data Protection Law.
2. Company shall provide reasonable cooperation and assistance to Customer in relation to Company's processing of Personal Data in order to allow Customer to comply with its obligations as a Data Controller under the Data Protection Law.
3. Company agrees to notify Customer promptly if it becomes unable to comply with the terms of this Addendum and take reasonable and appropriate measures to remedy such non-compliance.
4. Throughout the duration of the Addendum, Customer agrees and warrants that:
  - a) Personal Data has been and will continue to be collected, processed and transferred by Customer in accordance with the relevant provisions of the Data Protection Law;
  - b) Customer is solely responsible for determining the lawfulness of the data processing instructions it provides to Company and shall provide Company only instructions that are lawful under Data Protection Law;
  - c) The processing of Personal Data by Company for the Permitted Purposes, as well as any instructions to Company in connection with the processing of the Personal Data ("**Processing Instructions**"), has been and will continue to be carried out in accordance with the relevant provisions of the Data Protection Law; and that
  - d) The Customer has informed Data Subjects of the processing and transfer of Personal Data pursuant to the Addendum and obtained the relevant consents or lawful grounds thereto (including without limitation any consent required in order to comply with the Processing Instructions and the Permitted Purposes.

## **4. Processing Purpose and Instructions**

1. The subject-matter of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects, shall be as set out in the Agreement, or in the attached Appendix, which is incorporated herein by reference.
2. The duration of the processing under the Agreement is determined by the Parties, as set out in the Agreement.
3. Company shall process Personal Data only for the Permitted Purposes and in accordance with Customer's written Processing Instructions (unless waived in a written requirement), the Agreement and the Data Protection Law, unless Company is otherwise required to do so by law to which it is subject (and in such a case,

Company shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest).

4. To the extent that any Processing Instructions may result in the Processing of any Personal Data outside the scope of the Agreement and/or the Permitted Purposes, then such Processing will require prior written agreement between Company and Customer, which may include any additional fees that may be payable by Customer to Company for carrying out such Processing Instructions. Company shall immediately inform Customer if, in Company's opinion, an instruction is in violation of Data Protection Law.
5. Additional instructions of the Customer outside the scope of the Agreement require prior and separate agreement between Customer and Company, including agreement on additional fees (if any) payable to Company for executing such instructions.

## **5. Reasonable Security and Safeguards**

1. Company shall use Security Measures (i) to protect the availability, confidentiality, and integrity of any Personal Data collected, accessed or processed by Company in connection with this Agreement, and (ii) to protect such data from Personal Data Breach incidents.
2. A summary of Company's Security measures currently in place, is available on Company's website at: <https://coralogix.com/security-and-compliance>.
3. The Security Measures are subject to technical progress and development and Company may update or modify the Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the services procured by Customer.
4. Company shall take reasonable steps to ensure the reliability of its staff and any other person acting under its supervision which has access to and processes Personal Data. Company shall ensure that persons authorized to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
5. Customer is responsible for performing its obligations under the Agreement in a manner which enables Customer to comply with Data Protection Law, including implementing appropriate technical and organizational measures.

## **6. Personal Data Breach**

1. Upon becoming aware of a Personal Data Breach, Company will notify Customer without undue delay and will provide information relating to the Personal Data Breach as reasonably requested by Customer. Company will use reasonable endeavors to assist Customer in mitigating, where possible, the adverse effects of any Personal Data Breach.

## **7. Security Assessments and Audits**

1. Company audits its compliance with data protection and information security standards on a regular basis. Such audits are conducted by Company's internal audit team or by third party auditors engaged by Company.

2. Company shall, upon reasonable and written notice and subject to obligations of confidentiality, allow its data processing procedures and documentation to be inspected, no more than once a year, by Customer (or its designee), at Customer's expense, in order to ascertain compliance with this Addendum. Company shall cooperate in good faith with audit requests by providing access to relevant knowledgeable personnel and documentation.

## **8. Cooperation and Assistance**

1. If Company 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 EU Data Protection Law, Company will promptly redirect the request to Customer. Company will not respond to such communication directly without Customer's prior authorization, unless legally compelled to do so. If Company is required to respond to such a request, Company will promptly notify Customer and provide Customer with a copy of the request, unless legally prohibited from doing so.
2. If Company receives a legally binding request for the disclosure of Personal Data which is subject to this Addendum, Company shall (to the extent legally permitted) notify Customer upon receipt of such order, demand, or request. It is hereby clarified however that if no such response is received from Customer within three (3) business days (or otherwise any shorter period as dictated by the relevant law or authority), Company shall be entitled to provide such information.
3. Notwithstanding the foregoing, Company will cooperate with Customer with respect to any action taken by it pursuant to such order, demand or request, including ensuring that confidential treatment will be accorded to such disclosed Personal Data.
4. Upon reasonable notice, Company shall:
  - a) Taking into account the nature of the processing, provide reasonable assistance to the Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of the Customer's obligation to respond to requests for exercising Data Subject's rights, at Customer's expense;
  - b) Provide reasonable assistance to the Customer in ensuring Customer's compliance with its obligation to carry out Data Protection Impact Assessments ("DPIA") or prior consultations with data protection authorities with respect to the processing of Personal Data, provided, however, that if such assistance entails material costs or expenses to Company, the parties shall first come to agreement on Customer reimbursing Company for such costs and expenses.

## **9. Use of Sub-Processors**

1. Customer provides a general authorization to Company to appoint (and permit each Sub-Processor appointed in accordance with this Clause to appoint) Processors and/or Sub Processors in accordance with this Clause.

2. Company may continue to use those Processors and/or Sub Processors already engaged by Company as at the date of this Agreement, subject to Company in each case as soon as practicable meeting the obligations set out in this Clause.
3. Company can at any time and without justification appoint a new Processor and/or Sub-Processor provided that Customer is given fifteen (15) days' prior notice and the Customer does not legitimately object to such changes within that timeframe. Legitimate objections must contain reasonable and documented grounds relating to a Processor and/or Sub-Processor's non-compliance with Data Protection Law. If, in Company's reasonable opinion, such objections are legitimate, Company shall either refrain from using such Processor and/or Sub-Processor in the context of the processing of Personal Data or shall notify Customer of its intention to continue to use the Processor and/or Sub-Processor. Where Company notifies Customer of its intention to continue to use the Processor and/or Sub-Processor in these circumstances, Customer may, by providing written notice to Company, terminate the Agreement immediately.
4. With respect to each Processor and/or Sub Processor, Company shall ensure that the arrangement between Company and the Processor and/or Sub Processor is governed by a written contract including terms which offer at least the same level of protection as those set out in this Agreement and meet the requirements of article 28(3) of the GDPR;
5. Company will be responsible for any acts, errors or omissions by its Sub-Processors, which may cause Company to breach any of its obligations under this Addendum.

#### **10. Transfer of EEA resident Personal Data outside the EEA**

1. Company allows its Customers to choose between Personal Data storage facilities in the United States, the European Union, India or Singapore. Depending on Customer's choice, and Customer acknowledges that Company may operate and provide services outside the EU, therefore any transfer of EU Data Subjects' Personal Data shall be subject to either of the following: (i) Adequacy Decisions (thereby such transfer shall be deemed a transfer to an Approved Jurisdiction); (ii) exemptions under Article 49 of the GDPR; or (iii) Modules II and Module III of the Standard Contractual Clauses, in which case Company shall be deemed as a "Data Importer" and Customer shall be deemed as a "Data Exporter".
  - a) Where Company is acting as Customer's Processor, Module II of the Standard Contractual Clauses shall apply.
  - b) Where Company is acting as Customer's Sub-processor, Module III of the Standard Contractual Clauses shall apply.
  - c) The Appendix to the Addendum stipulated below shall apply to Module II (Data Controller to Data Processor transfer) and Module III (Data Processor to Data Processor transfer).

2. If Company engages a Sub-Processor, in accordance with Section 9, for carrying out specific processing activities (on behalf of Customer), Company and the Sub-Processor shall ensure compliance with GDPR Chapter V by using the Standard Contractual Clauses. In such event, Company shall be deemed as the Data Exporter and the Sub-Processor shall be deemed as the Data Importer. For the purposes of such engagement, Company and the Sub-Processor will enter into Module III of the Standard Contractual Clauses.
3. Specifically, EU-US Transfers: Following Schrems II, Case No. C-311/18, and related guidance from supervisory authorities, the parties acknowledge that supplemental measures may be needed with respect to EU-U.S. data transfers where Personal Data may be Processed in the US. The parties acknowledge and warrant that Company's EU operations involve merely ordinary commercial services, and any EU-U.S. transfers of Personal Data contemplated by this DPA involve ordinary commercial information, which is not the type of data that is of interest to, or generally subject to, surveillance by U.S. intelligence agencies. Accordingly, Company acknowledges that it will not provide access to Data Subject Personal Data to any US government or intelligence agency, except where, following consultancy with its legal advisors, it is necessary under the US law or a valid and binding order of a government authority (such as pursuant to a court order). In any such case, Company will attempt to redirect the law enforcement agency to request the data directly from Customer. Unless Company is legally prohibited from doing so, in any such case Company will: (1) promptly give Customer and Data Subject in subject a written notice of such demand in order to allow Customer to seek recourse or other appropriate remedy to adequately protect the privacy of the Personal Data; and (2) in any event, provide access only to such Personal Data as is strictly required by the relevant law or binding order (having used reasonable efforts to minimize and limit the scope of any such access), as determined solely by Company's legal advisors.

## **11. Data Retention and Destruction**

1. Company will only retain Personal Data for the duration of the Agreement or as required to perform its obligations under the Agreement. Following expiration or termination of the Agreement, Company will delete or return to Customer all Personal Data in its possession as provided in the Agreement, except to the extent Company is required under applicable laws to retain the Personal Data or for the establishment or exercise of legal claims. The terms of this Addendum will continue to apply to such Personal Data.
2. Notwithstanding the foregoing, Company shall be entitled to maintain Personal Data following the termination of the Agreement for statistical and/or financial purposes provided that Company maintains such Personal Data on an aggregated basis or otherwise after having removed all personally identifiable attributes from such Personal data.
3. Company shall be entitled to retain Personal Data solely in an aggregated and anonymized form, for whatever purpose.

**12. General**

1. Any claims brought under this Addendum will be subject to the terms and conditions of the Agreement, including the exclusions and limitations set forth in the Agreement.
2. In the event of a conflict between the Agreement (or any document referred to therein) and this Addendum, the provisions of this Addendum shall prevail.
3. Company may change this Addendum if the change is required to comply with Data Protection Law, a court order or guidance issued by a governmental regulator or agency, provided that such change does not: (i) seek to alter the categorization of the Company as the Data Processor; (ii) expand the scope of, or remove any restrictions on, either Party's rights to use or otherwise process Personal Data; or (iii) have a material adverse impact on Customer, as reasonably determined by Company.

If Company intends to change this Addendum under this section, and such change will have a material adverse impact on Customer, as reasonably determined by Company, then Company will use commercially reasonable efforts to inform Customer at least 30 days (or such shorter period as may be required to comply with applicable law, applicable regulation, a court order or guidance issued by a governmental regulator or agency) before the change will take effect.

By signature, the Parties acknowledge that they have read and understood the terms of this DPA and agree to be legally bound by it:

**CUSTOMER**

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**COMPANY**

Signature 

Print Name Ariel Assaraf

Title CEO

Date 01/07/2021

## **APPENDIX TO ADDENDUM**

This Appendix forms an integral part of the Addendum.

### **CATEGORIES OF DATA SUBJECTS**

The personal data transferred may concern the following categories of data subjects:

[Complete according to categories of Data Subjects]

### **CATEGORIES OF PERSONAL DATA**

The personal data transferred may concern the following categories of data:

[Complete the specific types of Personal Data (e.g. IP address, email address, etc.)].

### **PROCESSING OPERATIONS**

Provision of the Services, as set out in the Agreement