

DATA PROCESSING ADDENDUM

Where applicable, this Data Processing Addendum is hereby incorporated in the Sharegate End User License, Maintenance and Support Agreement (the “**EULA**”), found at <https://en.sharegate.com/terms>, unless Customer has entered into a superseding written agreement with Sharegate, in which case, it forms a part of such written agreement. All capitalized terms not defined herein shall have the meaning set forth in the EULA.

1. DEFINITIONS AND INTERPRETATION

- (i) "**Customer Personal Information**" means any Personal Information contained within the information submitted or transferred by Customer to Sharegate in conjunction with the usage of the Software (as defined in the EULA);
- (ii) "**Data Controller**" has the meaning set out in GDPR;
- (iii) "**Data Processor**" has the meaning set out in GDPR;
- (iv) "**Data Protection Regulator**" means the applicable supervisory authority with jurisdiction over either party, and in each case any successor body from time to time;
- (v) "**Data Subject**" has the meaning set out in GDPR;
- (vi) "**Personal Information**" has the meaning set out in Privacy Laws;
- (vii) "**Privacy Laws**" means all applicable data protection and privacy legislation, regulations and guidance governing the protection of Personal Information including but not limited to Regulation (EU) 2016/679 (the "**General Data Protection Regulation**" or "**GDPR**"); and
- (viii) "**Process**", "**Processing**" or "**Processed**" have the meaning set out in GDPR.

2. PROTECTION OF PERSONAL INFORMATION

- 2.1. **Supersedence.** If any provision contained in the following Section 2 (Protection of Personal Information) conflicts with any provision in the EULA, the provision contained in the following Section 2 shall prevail.
- 2.2. **Data Controller and Data Processor.** The Parties acknowledge that the Customer is the Data Controller and Sharegate is the Data Processor of the Customer Personal Information. Sharegate will Process Personal Information in accordance with Section 3 of this Data Processing Addendum.
- 2.3. **Customer’s Obligations as Data Controller.** The Customer warrants that the Customer Personal Information has been obtained fairly and lawfully and, in all respects in compliance with the Privacy Laws. The Customer shall comply with all of its obligations under Privacy Laws and shall fully indemnify and hold Sharegate harmless from and against any and all losses, damages, claims, costs and expenses (including, without limitation, reasonable legal expenses) suffered or incurred by or awarded against Sharegate as a result of or in connection with any breach by the Customer of Section 2 of this Data Processing Addendum and/or the Privacy Laws.
- 2.4. **Sharegate’s Obligations as Data Processor.** Sharegate shall:
 - 2.4.1. Process the Customer Personal Information only in accordance with Section 3 of this Data Processing Addendum and any other reasonable documented instructions as provided by the Customer to Sharegate from time to time

("Instructions"), including with regard to transfers of Customer Personal Information to a third country, save where:

- 2.4.1.1. such Instructions are unlawful;
 - 2.4.1.2. such Instructions would cause Sharegate to breach its own obligations under Privacy Laws or the EULA or any other agreement with a third party;
 - 2.4.1.3. Sharegate is under a legal obligation to Process the Customer Personal Information, in which case Sharegate shall inform the Customer of the legal obligation, except to the extent the law prohibits it from doing so; and/or
 - 2.4.1.4. such Instruction delays or prevents performance, in which case Sharegate shall be granted relief from liability hereunder.
- 2.4.2. inform the Customer if, in its opinion, an Instruction received from the Customer infringes the Privacy Laws;
- 2.4.3. ensure that all Sharegate employees and personnel who are involved in the Processing of Customer Personal Information have committed themselves to confidentiality or are under statutory obligations of confidentiality;
- 2.4.4. not provide any new third party, with access to the Customer Personal Information or sub-contract any of its obligations under the EULA that involve Processing Customer Personal Information without noticing in advance the Customer. The Customer hereby approves those third parties listed below (the "**Subprocessors**"), which are all Privacy Shield certified entities (the European Commission has recognised the Privacy Shield Framework adopted by the United States as providing adequate protection):
- 2.4.4.1. Microsoft Azure. Sharegate's internal database is hosted in Microsoft Azure data centers.
 - 2.4.4.2. Zendesk. Sharegate's customer service tool is Zendesk.
 - 2.4.4.3. Box. Sharegate's cloud content management and file sharing tool is Box.
 - 2.4.4.4. JIRA (provided by Atlassian). Sharegate's team collaboration tool is JIRA.
 - 2.4.4.5. Slack. Sharegate's internal communication tool is Slack.
- 2.4.5. ensure that any sub-contract entered into by Sharegate (where Customer Personal Information is Processed by a Subprocessor) contains provisions which comply with Privacy Laws and in any event are no less onerous than those imposed under Section 2 of this Data Processing Addendum;
- 2.4.6. implement and maintain appropriate technical and organizational security measures to protect against unauthorised or unlawful Processing of the Customer Personal Information and against accidental loss, disclosure or destruction of, or damage to, the Customer Personal Information, taking into account the state of the art, costs of implementation and nature, scope, context and purposes of Processing, as described in the Privacy Policy, found at <https://en.share-gate.com/privacy-policy>;

- 2.4.7. taking into account the nature of the Processing, assist the Customer (at the Customer's cost) by appropriate technical and organizational measures, to enable the Customer to comply with its obligations under Privacy Laws in responding to requests from Data Subjects (insofar as this is possible);
- 2.4.8. assist the Customer (at the Customer's cost), to comply with the following obligations under the GDPR, taking into account the nature of Processing and information available to Sharegate, including:
 - 2.4.8.1. notification to the Data Protection Regulator and Data Subjects of a breach of security which leads to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Personal Information transmitted, stored or otherwise Processed; and
 - 2.4.8.2. the Customer's obligations to carry out data protection impact assessments and any subsequent consultation with the Data Protection Regulator;
- 2.4.9. make available to the Customer, all information necessary to demonstrate compliance with the obligations imposed on Sharegate under Section 2 of this Data Processing Addendum and/or Privacy Laws and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer (but not being a competitor of Sharegate) for the purposes of demonstrating such compliance; and
- 2.4.10. unless required by law, at Customer's request following termination or expiry of the EULA for whatever reason, at the Customer's cost, securely delete all of the Customer Personal Information to the Customer.

3. **INSTRUCTIONS FOR PROCESSING OF CUSTOMER PERSONAL INFORMATION**

Sharegate will Process Customer Personal Information in accordance with the following instructions:

Categories of Customer Personal Information collected by Sharegate	Categories of Data Subjects for which Customer Personal Information is Processed	Purposes for which Sharegate Processes Customer Personal Information	Nature of Processing	Duration of Processing
<p>Diagnostic data</p> <ul style="list-style-type: none"> ➤ In the context of providing support services, Sharegate’s support team does not have access to Customer Data (as defined in the EULA) nor the machine hosting the Software but may require Users to provide Diagnostic Data (as defined below) to investigate what prevents the normal functioning of the Software. When Users activate the diagnostic mode in the Software, the migration report, the Software error log, the copy manifest and the capture of the Software’s HTTP/HTTPS traffic stream (collectively, the “Diagnostic Data”) may be transmitted to Sharegate. ➤ Given that the Diagnostic Data may sometime contain Customer Data, it is possible that Sharegate has access to Customer Personal Information that was included in the documents and data stored in Customers’ own Microsoft SharePoint and Office 365. Sharegate doesn’t have any control over who would be the Data Subject related to such Customer Personal Information, since the Customer Personal Information would be in the Users’ documents. ➤ The Diagnostic Data may also include Users’ credentials that permit Users to access the Software. 	<ul style="list-style-type: none"> • any User 	<ul style="list-style-type: none"> • provide, maintain and improve the Software • prevent or address service, security, support or technical issues with the Software 	<ul style="list-style-type: none"> • handling, storing, sharing with Subprocessors, accessing and reviewing Customer Personal Information for the Processing purposes set out adjacent 	<p>As long as necessary for the purposes described in this Data Processing Addendum, unless a longer retention is required by law.</p>