

PARTIES AND EXECUTION		
Entity details: The Customer entity entering in the Quote and Main Agreement	Entity details: Exclaimer Ltd , 250 Fowler Avenue, Farnborough, Hampshire, GU14 7JP, for and on behalf of itself and its affiliates	
Date: The date of signature of the relevant Quote by the Customer	Signature:	
	Name: Ed Bodey	
	Title: General Counsel	
	Date:	
referred to in this DPA as Customer / Controller	referred to in this DPA as Exclaimer / Processor	
VARIABLES		
Parties' roles	In respect of Customer Data, Customer will act as the Controller and Exclaimer the Processor. In respect of Account Data and Usage Data, Exclaimer shall act as the controller.	
Contacts	Controller / Customer	Processor / Exclaimer
	The account contact on Customer's record with Exclaimer	Name: The DPO Centre Ltd Email: DPO@exclaimer.com
Main Agreement	Exclaimer's Terms of Service at www.exclaimer.com/legal/terms-of-service	
Term	This DPA will commence on the final date of signature below and will terminate on the earlier of: (a) the end of the trial period as described in the Main Agreement; (b) the End Date on the Order (as such terms are defined in the Main Agreement); or (c) termination in accordance with the Main Agreement	
Breach Notification Period	Without undue delay after becoming aware of a Personal Data breach	
Sub-processor Notification Period	Provided that you have subscribed to receive updates at https://trust.exclaimer.com , 10 calendar days before the new sub-processor has access to Personal Data	
Liability Cap	Each party's aggregate liability under this DPA will not exceed the liability caps set out in the Main Agreement	
Audit Reports	Exclaimer may provide a third-party report in lieu of a direct audit if the audit was conducted: (a) by a qualified, independent assessor; (b) using an accepted control standard or framework, and covers relevant policies and measures	
Governing Law and Jurisdiction	As set out in the Main Agreement	
Data Protection Laws	All laws, regulations and court orders which apply to the processing of Personal Data in: - the European Economic Area (EEA) - the United Kingdom (UK) - the United States of America (USA) - Australia - South Africa - Canada	

	This includes the European Union Regulation (EU) 2016/679 (GDPR); the GDPR as transposed into UK national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019) and any other data protection or privacy legislation in force from time to time in the UK (UK GDPR); the California Consumer Privacy Act of 2018 (CCPA)/California Privacy Rights Act of 2020 (CPRA); the Privacy Act 1988 (Cth); The Protection of Personal Information Act (POPIA); and The Personal Information Protection and Electronic Documents Act (PIPEDA), each as amended from time to time
Services related to processing	As described in the Main Agreement
Duration of processing	For the Term of this DPA
Nature and purpose of processing	- Personal Data provided by the Customer to Exclaimer or collected by Exclaimer in order to provide the Services is aggregated from the Customer's Active Directory, Google Directory or HRIS and stored. This stored copy of the Personal Data is then used during the processing of the signature block prior to inclusion within the signature. This Personal Data is held separately from the main signature block, with the signature block being deleted once it has been included within the email. The aggregated data is stored for the duration of the Customer's relationship with Exclaimer, after which time it is deleted in its entirety (Customer Data). - Exclaimer processes Personal Data to manage the Customer's account; to provide access to and use of its Subscription Services by and on behalf of the Customer; to provide Support and professional services; and, to enable Exclaimer to fulfil its contractual obligations to the Customer (Account Data). Exclaimer Processes Account Data as a controller. - Exclaimer may also process Personal Data in an aggregated and anonymised manner as a controller to analyse trends, understand use of and interactions with the subscription services to the extent necessary for the Processor's legitimate interest in developing and improving its services (Usage Data). Exclaimer Processes Usage Data as a Controller.
Personal Data	Account Data: Customer employee name(s), email address(es), business address(es), telephone numbers, payment information Support services Account Data: Customer employee name, contact details, information provided by the employee during the Support process Server-side deployment of Services Customer Data: sender/recipient first, last and full name; sender/recipient business address, company name, telephone number, email address, subject line and content information for the inclusion of the signature block, any other information exposed by the Customer to Process via custom attributes within the signature Client-side deployment of Services Customer Data: Customer employee names, email addresses (e.g. for IT admin and finance)
Data subjects	The individuals whose Personal Data will be processed set out above.
Transfer Mechanism	- Standard Contractual Clauses approved by the European Commission Decision of 4 June 2021 (as amended from time to time) as set out in Exhibit A to this DPA (SCCs), for the transfer of Personal Data from the EEA or adequate country to a third-country - International Data Transfer Agreement issued by the Information Commissioner's Office under Section 119A of the Data Protection Act 2018, effective from 21 March 2022 as set out in Exhibit B to this DPA for the transfer of Personal Data from the UK to a third-country - SCCs and the Data Transfer Addendum (as the latter is set out in Exhibit C) for transfers from the UK and EEA or adequate country to a third-country
Schedule 1	
Security measures.	As set out at www.exclaimer.com/legal/security-measures
Schedule 2	
Sub-processors.	As set out in https://trust.exclaimer.com/

TERMS OF THIS DPA

1. WHAT IS THIS AGREEMENT ABOUT?

- 1.1 **Purpose.** The parties are entering into this Data Processing Agreement (**DPA**) for the purpose of processing Personal Data (as defined above).
- 1.2 **Definitions.** Under this DPA:
- (a) **adequate country** means a country or territory that is recognised under Data Protection Laws from time to time as providing adequate protection for processing Personal Data;
 - (b) **Controller, data subject, personal data breach, process/processing, Processor** and **supervisory authority** have the same meanings as in the Data Protection Laws;
 - (c) **Business** and **Service Provider** have the same meanings as in the CCPA/CPRA; and
 - (d) **Sub-Processor** means another processor engaged by the Processor to carry out specific processing activities with Personal Data.

2. WHAT ARE EACH PARTY'S OBLIGATIONS?

- 2.1 **Controller obligations.** Controller instructs Processor to process Personal Data in accordance with this DPA and is responsible for providing all notices and obtaining all consents, licences and legal bases required to allow Processor to process Personal Data.
- 2.2 **Processor obligations.** Processor will:
- (a) only process Personal Data in accordance with this DPA and Controller's instructions (unless legally required to do otherwise),
 - (b) not sell, retain or use any Personal Data for any purpose other than as permitted by this DPA and the Main Agreement,
 - (c) inform Controller immediately if (in its opinion) any instructions infringe Data Protection Laws,
 - (d) use the technical and organisational measures described in Schedule 1 when processing Personal Data to ensure a level of security appropriate to the risk involved,
 - (e) notify Controller of a personal data breach within the Breach Notification Period and provide assistance to Controller as required under Data Protection Laws in responding to it,
 - (f) ensure that anyone authorised to process Personal Data is committed to confidentiality obligations,
 - (g) without undue delay, provide Controller with reasonable assistance with:
 - (i) data protection impact / privacy impact assessments,
 - (ii) responses to data subjects' requests to exercise their rights under Data Protection Laws, and
 - (iii) engagement with supervisory authorities,
 - (h) if requested, provide Controller with information necessary to demonstrate its compliance with obligations under Data Protection Laws and this DPA,
 - (i) allow for audits at Controller's reasonable request and expense, provided that audits are limited to once a year and during business hours except in the event of a personal data breach, and
 - (j) return Personal Data upon Controller's written request or delete Personal Data by the end of the Term, unless retention is legally required.
- 2.3 **Warranties.** The parties warrant that they and any staff and/or subcontractors will comply with their respective obligations under Data Protection Laws for the Term.

3. SUB-PROCESSING

- 3.1 **Use of sub-processors.** Controller authorises Processor engage other processors (referred to in this section as **sub-processors**) when processing Personal Data. This authorisation is general. Processor's existing sub-processors are listed in Schedule 2.
- 3.2 **Sub-processor requirements.** Processor will:
- (a) require its sub-processors to comply with equivalent terms as Processor's obligations in this DPA,
 - (b) ensure appropriate safeguards are in place before internationally transferring Personal Data to its sub-processor, and
 - (c) be liable for any acts, errors or omissions of its sub-processors as if they were a party to this DPA.

- 3.3 Approvals. Processor may appoint new sub-processors provided that they notify Controller in writing in accordance with the Sub-processor Notification Period.
- 3.4 Objections. Controller may reasonably object in writing to any future sub-processor. If the parties cannot agree on a solution within a reasonable time, either party may terminate this DPA.

4. INTERNATIONAL PERSONAL DATA TRANSFERS

- 4.1 Instructions. Processor will transfer Personal Data outside the UK, the EEA or an adequate country only on documented instructions from Controller, unless otherwise required by law.
- 4.2 Transfer mechanism. Where a party is located outside the UK, the EEA or an adequate country and receives Personal Data:
- (a) that party will act as the **data importer**,
 - (b) the other party is the **data exporter**, and
 - (c) the relevant Transfer Mechanism will apply.
- 4.3 Additional measures. If the Transfer Mechanism is insufficient to safeguard the transferred Personal Data, the data importer will promptly implement supplementary measures to ensure Personal Data is protected to the same standard as required under Data Protection Laws.
- 4.4 Disclosures. Subject to terms of the relevant Transfer Mechanism, if the data importer receives a request from a public authority to access Personal Data, it will (if legally allowed):
- (a) challenge the request and promptly notify the data exporter about it, and
 - (b) only disclose to the public authority the minimum amount of Personal Data required and keep a record of the disclosure.

5. OTHER IMPORTANT INFORMATION

- 5.1 Survival. Any provision of this DPA which is intended to survive the Term will remain in full force.
- 5.2 Order of precedence. In case of a conflict between this DPA and other relevant agreements, they will take priority in this order:
- (a) Transfer Mechanism,
 - (b) DPA,
 - (c) Main Agreement.
- 5.3 Notices. Formal notices under this DPA must be in writing and sent to the Contact on the DPA's front page as may be updated by a party to the other in writing.
- 5.4 Third parties. Except for affiliates, no one other than a party to this DPA has the right to enforce any of its terms.
- 5.5 Entire agreement. This DPA supersedes all prior discussions and agreements and constitutes the entire agreement between the parties with respect to its subject matter and neither party has relied on any statement or representation of any person in entering into this DPA.
- 5.6 Amendments. Any amendments to this DPA must be agreed in writing.
- 5.7 Assignment. Neither party can assign this DPA to anyone else without the other party's consent.
- 5.8 Waiver. If a party fails to enforce a right under this DPA, that is not a waiver of that right at any time.
- 5.9 Governing law and jurisdiction. The Governing Law applies to this DPA and all disputes will only be litigated in the courts of the Jurisdiction.

Exhibit A

The EU Standard Contractual Clauses

The European Union Standard Contractual Clauses (SCCs) are deemed incorporated into this DPA by reference as follows:

TABLE 1

Start date	The date of signature of the relevant Quote by the Customer	
The Parties	Exporter (sends the Restricted Transfer)	Importer (receives the Restricted Transfer)
Parties' details	Name: The Customer entity entering in the Quote and Main Agreement	Name: Exclaimer LLC Address: Floor 33, 100 Federal Street, Boston, MA 02110, United States Company number: 7098157
Key Contact	As above in Variables section on the front sheet of this DPA	As above in Variables section on the front sheet of this DPA
Data Subject Contact	As above in Variables section on the front sheet of this DPA	As above in Variables section on the front sheet of this DPA

TABLE 2

Module One	Where Exclaimer is Processing Account Data or Usage Data as a controller	
Module Two	Where Customer is the Controller of Customer Data and Exclaimer is Processing Customer data as a Processor	
Changes to / Options in Modules	Clause 7	The optional Docking Clause shall not apply
	Clause 9	Option 2 – General Written Authorisation – shall apply and the time period for notification of changes to Sub-Processors is as set out in Sub-processor Notification Period on the front sheet of this DPA
	Clause 11	The optional language shall not apply
	Clause 17	Option 1 shall apply and the Parties agree that this shall be the laws of the Netherlands
	Clause 18(b)	The Parties agree that the choice of forum and jurisdiction shall be the Courts of the Netherlands
Annexes	Annex I(A)	The Parties above
	Annex I(B)	As described in the Variables table in the DPA
	Annex I(C)	As determined in accordance with applicable data protection law
	Annex II	As described in Schedule 1 of the DPA
	Annex III	As described in Schedule 2 of the DPA

Exhibit B

International Data Transfer Agreement

Purpose. This Schedule supplements the Data Processing Agreement entered into between the parties (the **DPA**) to govern the international transfer of Personal Data from the United Kingdom. By signing below, the parties agree to the terms of this Schedule.

PART 1: TABLES

TABLE 1		
Start date	The date of signature of the relevant Quote by the Customer	
The Parties	Exporter (sends the Restricted Transfer)	Importer (receives the Restricted Transfer)
Parties' details	Name: The Customer entity entering in the Quote and Main Agreement	Name: Exclaimer LLC Address: Floor 33, 100 Federal Street, Boston, MA 02110, United States Company number: 7098157
Key Contact	As above in Variables section on the front sheet of this DPA	As above in Variables section on the front sheet of this DPA
Data Subject Contact	As above in Variables section on the front sheet of this DPA	As above in Variables section on the front sheet of this DPA
TABLE 2		
UK country's law that governs the IDTA	England and Wales	
Primary place for legal claims to be made by the Parties	England and Wales	
The status of the Exporter	In relation to the Processing of the Transferred Data Exporter is a Controller	
The status of the Importer	In relation to the Processing of the Transferred Data Importer is the Exporter's Processor or Sub-Processor	
Whether the UK GDPR applies to the Importer	UK GDPR does apply to the Importer's Processing of the Transferred Data	
Linked Agreement	The DPA executed between the Parties	
Term	The Importer may Process the Transferred Data for the Term as described in the Variables table of the DPA	
Ending the IDTA before the end of the Term	The Parties cannot end the IDTA before the end of the Term unless there is a breach of the IDTA or the Parties agree in writing	
Ending the IDTA when the Approved IDTA changes	Both the Importer and Exporter may end the IDTA as set out in Section 29.2	
Can the Importer make further transfers of the Transferred Data?	The Importer MAY transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section 16.1 (Transferring on the Transferred Data)	
Specific restrictions when the Importer may transfer on the Transferred Data	The Importer MAY ONLY forward the Transferred Data in accordance with Section 16.1 to sub-processors set out in Annex 2 of the DPA	
Review Dates	The Parties must review the Security Requirements at least once each time there is a change to the Purposes	
TABLE 3		

Transferred Data	The Personal Data to be sent to the Importer under this IDTA consists of the Personal Data described in the Variables table at the beginning of the DPA
Special Categories of Personal Data and criminal convictions and offences	The Transferred Data consists of the Personal Data described in the Variables table at the beginning of the DPA
Relevant Data Subjects	The Data Subjects of the Transferred Data are as described in the Variables table at the beginning of the DPA
Purpose	The Importer may process the Transferred Data for the purpose described in the Variables table at the beginning of the DPA

TABLE 4

Security of Transmission	As described in the Schedule 1 of the DPA
Security of Storage	As described in the Schedule 1 of the DPA
Security of Processing	As described in the Schedule 1 of the DPA
Organisational security measures	As described in the Schedule 1 of the DPA
Technical security minimum requirements	As described in the Schedule 1 of the DPA
Updates to the Security Requirements	The Security Requirements will update automatically if the information is updated in the Linked Agreement referred to

PART 2: EXTRA PROTECTION CLAUSES

Extra Protection Clauses	Not applicable
(i) Extra technical security protections	Not applicable
(ii) Extra organisational protections	Not applicable
(iii) Extra contractual protections	Not applicable

PART 3: COMMERCIAL CLAUSES

Commercial Clauses	Not applicable
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PART 4: MANDATORY CLAUSES

Mandatory Clauses	Mandatory Clauses of the Approved IDTA, being the template IDTA A.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 5.4 of those Mandatory Clauses
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Exhibit C

International Data Transfer Addendum

Purpose. This Exhibit C supplements the Data Processing Agreement entered into between the parties (the **DPA**) to govern the international transfer of Personal Data from the European Union or the European Economic Area. By signing below, the parties agree to the terms of this Schedule.

PART 1: TABLES

TABLE 1		
Start date	The date of signature of the relevant Quote by the Customer	
The Parties	Exporter (sends the Restricted Transfer)	Importer (receives the Restricted Transfer)
Parties' details	Name: The Customer entity entering in the Quote and Main Agreement	Name: Exclaimer LLC Address: Floor 33, 100 Federal Street, Boston, MA 02110, United States Company number: 7098157
Key Contact	As above in Variables section on the front sheet of this DPA	As above in Variables section on the front sheet of this DPA
Data Subject Contact	As above in Variables section on the front sheet of this DPA	As above in Variables section on the front sheet of this DPA
TABLE 2		
Addendum EU SCCs	The version of the Approved EU SCCs set out in Exhibit A of this DPA, detailed below, including the Appendix Information	
TABLE 3		
Appendix Information means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:		
Annex 1A	List of Parties: As described in the Module 2 Schedule to the DPA	
Annex 1B	Description of Transfer: As described in the Module 2 Schedule to the DPA	
Annex II	Technical and organisational measures including technical and organisational measures to ensure the security of the data: As described in Schedule 1 of the DPA	
Annex III	List of Sub-processors: As described in Schedule 2 of the DPA	
TABLE 4		
Ending this Addendum when the Approved Addendum changes	Both the Importer and Exporter may end this Addendum as set out in Section 19	

PART 2: MANDATORY CLAUSES

Mandatory Clauses	Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses
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