

Data Processing Agreement (Customer-Facing)

This Data Processing Agreement (“**DPA**”) is entered into by and between Sembi, Inc., a Delaware corporation, on behalf of itself and each subsidiary of Sembi (“**Sembi Affiliate**”) listed on the Sembi Affiliates Data Processing Terms (collectively, “**Sembi**”) and the counterparty accepting this DPA and its Affiliates (“**Customer**”) (each, a “**Party**” as applicable, and collectively, the “**Parties**”). This DPA is entered into by the Parties by virtue of Customer signing or accepting an Sembi Affiliate’s End User License Agreement, Service Order, License Agreement, Master Software License Agreement, Master Service Agreement, Master SaaS Subscription Agreement or any other similar agreement governing the licensing or purchase of products or services offered by Sembi or an Sembi Affiliate (such agreement, the “**Main Agreement**”). This DPA amends and is incorporated into the terms of each Main Agreement between the Parties but only to the extent such Main Agreement provides for Sembi to access, collect, acquire, receive, transfer, process, and/or use the Customer Personal Data (as defined below) of Customer or its Affiliates.

All capitalized terms not otherwise defined in this DPA will have the meaning given to them in the Main Agreement. If there is any inconsistency or conflict between this DPA and any Main Agreement in effect between Sembi and Customer, then as it relates to data protection or processing, the terms of this DPA shall govern and control. If you are accepting these terms, you warrant that: (a) you have full legal authority to bind Customer to these data processing terms; (b) you have read and understand these data processing terms; and (c) you agree, on behalf of Customer, to these data processing terms. If you do not have the legal authority to bind Customer, please do not accept these data processing terms. Sembi and Customer agree as follows:

1. Definitions

- (a) "**Affiliate**" means an entity that a party controls or is controlled by, or with which a party is under common control. For purposes of this definition, “**control**” means ownership of more than fifty (50%) percent of the voting stock or equivalent ownership interest in an entity.
- (b) "**Applicable Data Protection Laws**" means all laws applicable to the Processing of Personal Data, including (1) the EU GDPR and national laws implementing or supplementing the EU GDPR; (2) the laws specified in the Jurisdiction Specific Terms; and (3) to the extent applicable, the data protection or privacy laws of any other country.
- (c) “**Applicable Law**” means all applicable laws, rules, regulations, order, ordinances, regulations, guidance, and industry self-regulations, including Applicable Data Protection Laws.
- (d) “**Subprocessor**” means any third party appointed by or on behalf of Sembi to Process Customer Personal Data;
- (e) “**Customer Personal Data**” means any Personal Data processed by Sembi on behalf of Customer and any Personal Data of Customer that Sembi processes pursuant to or in connection with the Main Agreement.
- (f) “**EU GDPR**” means Regulation 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, and repealing Directive 95/46/EC, as may be amended, modified, supplemented, restated, or superseded from time to time.

- (g) **“Sembi Affiliates Data Processing Terms”** means the documents containing specific information about the details of Processing of Customer Personal Data carried out by each Sembi Affiliate and additional information required to conclude the Standard Contractual Clauses, available at <https://www.ideracorp.com/legal/idera-affiliates-data-processing-terms>.
- (h) **“Jurisdiction Specific Terms”** means the data processing terms available at <https://www.ideracorp.com/legal/Sembi-jurisdiction-specific-terms>, which apply to the extent that the Customer Personal Data originates from, or is protected by, Applicable Data Protection Laws in one of the jurisdictions identified therein.
- (i) **“Restricted Transfer”** means any transfer of Customer Personal Data to a Third Country (as defined in the Jurisdiction Specific Terms), an international organization, or across national borders that would be prohibited by Applicable Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Applicable Data Protection Laws) in the absence of a lawful transfer mechanism or other evidence of adequate data protection standards.
- (j) **“Services”** means the services Sembi is obligated to perform pursuant to the Main Agreement(s).
- (k) **“Standard Contractual Clauses”** means the contractual clauses defined as “Standard Contractual Clauses” in the Jurisdiction Specific Terms, as applicable to each Party’s controllership role and geographic location for the relevant Processing activity.
- (l) **“Controller”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “Processing”, “Processor”** and **“Supervisory Authority”** shall have the meaning given to them in Article 4 of the EU GDPR and their cognate terms shall be construed accordingly.

2. Processing of Customer Personal Data

To the extent Sembi Processes any Customer Personal Data, Sembi represents and warrants that it shall comply with the following obligations set forth in this Section 2:

- (a) **Processing Roles.** In the context of this DPA and its Exhibits, with regard to the Processing of Customer Personal Data, (1) when the Customer acts as a Controller, Sembi acts as a Processor; and (2) where the Customer acts as a Processor, Sembi acts as a sub-Processor. For the avoidance of doubt, both situations described in this section fall within the scope of, and are covered by, this DPA.
- (b) **General Obligations.** Sembi will process Customer Personal Data in compliance with Applicable Law at all times. Subject to Applicable Law, Sembi will not disclose Customer Personal Data to any third party without first obtaining Customer’s written consent, unless otherwise required by Applicable Law. Sembi shall ensure that, at all relevant times during the Term of the Main Agreement, all Sembi personnel engaged in the Processing of Customer Personal Data are aware of, and subject to, enforceable obligations to maintain the confidentiality of the Customer Personal Data and to comply with the other relevant obligations and restrictions of this DPA.
- (c) **Processing Only on Instructions from Customer.** Sembi will process Customer Personal Data solely for the purpose of performing the Services and in accordance with Customer’s instructions (including with regard to transfers of Customer Personal Data), as issued from time to time in writing. Sembi acknowledges that, with respect to any Customer Personal Data subject to this DPA, Sembi will act only as a Data Processor. Sembi will collect only such Customer Personal Data during the course of performing the Services as is strictly necessary for Sembi to perform the

Services. If Applicable Law (or any subcontractor) requires Sembi to conduct Processing that is or could be construed as inconsistent with Customer's instructions, then Sembi shall notify Customer promptly and prior to commencing the Processing. If Sembi believes that any instruction from Customer is in violation of, or would result in Processing in violation of Applicable Law, then Sembi shall notify Customer immediately.

- (d) Details Related to the Processing of Customer Personal Data. Details regarding the Processing of Customer Personal Data are set forth in the Sembi Affiliates Data Processing Terms. Customer may make reasonable amendments to the Sembi Affiliates Data Processing Terms by written notice to Sembi from time to time as Customer reasonably considers necessary to meet the requirements of Applicable Law. Sembi agrees to reasonably notify Customer in writing if it believes that the Sembi Affiliates Data Processing Terms is not accurate or otherwise does not meet the requirements of Applicable Law.
- (e) Subprocessors. Customer authorizes Sembi to appoint (and permitted each Subprocessor appointed in accordance with this paragraph (e) to appoint) Subprocessors in accordance with this paragraph (e).

Sembi may continue to use those Subprocessors already engaged by Sembi as of the date of the Main Agreement, subject to Sembi meeting the obligations set out this paragraph (e) of this DPA. Sembi's Subprocessors are listed on the Sembi Affiliates Processing Terms. Sembi shall maintain an updated the list of Subprocessors.

Sembi shall provide Customer prior written notice of the appointment of any new Subprocessor. Customer agrees that Sembi may provide such written notice by offering Customers a mechanism to subscribe to updates to the list of Sembi Subprocessors. If, within ten (10) days of posting of each such update, Customer notifies Sembi in writing of any reasonable objections to the proposed appointment by contacting compliance@sembi.com, Customer may, as a sole and exclusive remedy, immediately terminate the applicable Main Agreement and this DPA only with respect to those Services which cannot be provided by Sembi without the use of the objected-to Subprocessor. Customer may terminate the Main Agreement by providing written notice to Sembi pursuant to the terms of the Main Agreement provided that all amounts due under the Main Agreement(s) before the termination date with respect to the Processing of Customer Personal Data are duly paid to Sembi. Sembi shall remain responsible for the Processing of the Customer Personal Data until the termination or expiration of the Main Agreement.

With respect to each Subprocessor, Sembi shall: (a) carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection and security for Customer Personal Data required by this DPA, the Main Agreement, and Applicable Laws before the Subprocessor first Processes Customer Personal Data impose on the Subprocessor terms between Sembi and the prospective Subprocessor that provide for at least the same level of protection for Customer Personal Data as those set out in this DPA.

- (f) Personnel. Sembi shall take reasonable steps to ensure the reliability of all personnel who may have access to the Customer Personal Data. Furthermore, Subprocessor shall ensure in each case that access to Customer Personal Data is strictly limited to those individuals who need to know or access the relevant Customer Personal Data, as strictly necessary for the purposes of the Main Agreement, and comply with Applicable Law.
- (g) Cooperation to Facilitate Responses. Sembi will, taking into account the nature of the Processing, assist the Customer:

- i. by reasonably establishing and maintaining appropriate technical and organizational measures and in so far as it is possible, in fulfilling the Customer's obligations to respond to requests from data subjects exercising their rights conferred to them by Applicable Data Protection Laws; and
 - ii. in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the EU GDPR, as specified in sections 6(d) and section 6 of the DPA.
 - iii. Sembi may charge a reasonable fee for any assistance provided to Customer under this DPA
- (h) Cross-Border Restricted Transfers. Sembi may only Process, access, or transfer Customer Personal Data across national borders in compliance with the requirements regarding Restricted Transfers set out in the Jurisdiction Specific Terms. The Jurisdiction Specific Terms may further define and augment the term "Restricted Transfer" as necessary to comply with the requirements of applicable international laws and regulations.
- (i) Retention and Deletion. Sembi may retain Customer Personal Data only for the period of time required for Sembi to perform the Services, or such longer period required by Applicable Law, required pursuant to the Main Agreement or requested in writing by Customer. On the termination of the Main Agreement, Customer must choose whether Sembi shall delete or return all the Customer Personal Data to the Customer and delete existing copies. If within thirty (30) calendar days from the termination of the Main Agreement the Customer does not instruct Sembi to return all the Customer Personal Data to the Customer, Sembi will permanently delete all copies of Customer Personal Data in its possession or control at the expiration of such time period, unless Applicable Law requires retention of such Customer Personal Data.

3. Technical and Organizational Security Measures

To the extent Sembi Processes any Customer Personal Data on behalf of Customer or its Affiliate(s) pursuant to the Main Agreement, Sembi represents and warrants that it shall (and shall ensure that all of its Subprocessors shall) comply with the following obligations set forth in this Section 3:

- (a) Measures to be Implemented. Sembi will implement and maintain appropriate technical and organizational measures to protect the Customer Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful processing, accidental loss, destruction, damage or theft of the Customer personal data and having regard to the nature of the Customer personal data which is to be protected. Sembi, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk (including the measures contemplated in the Standard Contractual Clauses). The individual measures of the relevant Sembi Affiliate are set out in the Sembi Affiliate Data Processing Terms.
- (b) Personal Data Breaches. If Sembi becomes aware of any Personal Data Breach affecting Customer Personal Data, Sembi will notify Customer without undue delay after having become aware of it and:
- i. provide Customer with a detailed description of the Personal Data Breach; the type of data that was the subject of the Personal Data Breach; and the identity of each affected person, as soon as such information can be collected or otherwise becomes available (as well as periodic updates to this information and any other information Customer may reasonably request relating to the Personal Data Breach);

- ii. take reasonable commercial steps immediately, at Sembi's own expense, to investigate the Personal Data Breach and to identify, prevent and mitigate the effects of the Personal Data Breach and to carry out any recovery or other action necessary to remedy the Personal Data Breach; and
 - iii. not release or publish any filing, communication, notice, press release, or report concerning the Personal Data Breach without Customer's prior written approval except where Sembi is required by Applicable Law to make such disclosure prior to obtaining Customer's written consent.
- (c) Sembi's notification of or response to a Personal Data Breach under this Section 3 will not be construed as an acknowledgement by Sembi of any fault or liability with respect to the Personal Data Breach.

4. Rights of the Data Subjects

- (a) Taking into account the nature of the Processing, Sembi shall assist Customer by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligations in responding to requests to exercise rights of the Data Subjects under Applicable Law. Customer is solely responsible for collecting any required consent from the Data Subject. To the extent Customer intends to disclose Sembi's data processing practices to the Data Authorities, Customer must notify Sembi prior to such disclosure.
- (b) With regard to the rights of the Data Subjects within the scope of this Section 4, Sembi shall:
- i. promptly notify Customer if any sub-Processor receives a request from a Data Subject under any Applicable Law with respect to Customer Personal Data;
 - ii. refrain from responding to the request except on the documented instructions of Customer or as required by Applicable Law to which Sembi is subject, in which case Sembi shall to the extent permitted by Applicable Law, inform Customer of that legal requirement before responding to the request; and
 - iii. require Subprocessor to refrain from responding to any request from Data Subjects regarding the exercise of their data protection rights in relation to the Processing of Customer Personal Data request, except on the documented instructions of Customer or as required by Applicable Law to which the Subprocessor is subject, in which case Subprocessor shall, to the extent permitted by Applicable Data Protection Laws, inform Sembi and Customer of that legal requirement before responding to the request.

5. Provision of Information and Audit Rights

- (a) Where Customer is entitled to under Applicable Data Protection Laws and desires to review Sembi's compliance with the terms of this DPA, Customer may request by writing to compliance@sembi.com, and Sembi will provide (subject to obligations of confidentiality) the documentation mentioned in paragraph (d) of this Section ("**Audit Information**"). Customer agrees to leverage existing documentation provided by Sembi to the extent such Audit Information satisfies the requirements of Article 28 of the GDPR.
- (b) If Customer, after having reviewed such audit report(s), still reasonably deems that it requires additional information, Sembi shall further reasonably assist and make available to Customer, upon a written request and subject to obligations of confidentiality, all other information (excluding legal advice) and/or documentation necessary to demonstrate compliance with this DPA.
- (c) Sembi will provide Customer or mutually agreed third-party independent auditors at Customer's cost and expense, once per calendar year, at a time mutually agreed upon by Sembi and

Customer, access to Sembi's security policies, practices and procedures, and records relating to the Services for the purpose of verifying Sembi's compliance with this DPA. Sembi shall provide the assistance described in this paragraph insofar as in Sembi's reasonable opinion, such audits and the specific requests of Customer, do not interfere with Sembi's business operations or cause Sembi's to breach any legal or contractual obligation to which it is subject.

- (d) Documentation and Requests for Information. Sembi will upon request provide Customer with the following information:
- i. Copies of all records of Customer Personal Data Processing activities processed under this DPA required to be maintained under Applicable Law;
 - ii. Copy of Sembi's then-most recent audit report or review conducted by Sembi's external auditors that relates to any Processing of Customer Personal Data processed under this DPA, if applicable; and
 - iii. Copies of the reports resulting from any audits performed by Sembi's internal personnel that include Processing of Customer Personal Data within their scope.

6. Data Protection Impact Assessment and Prior Consultations

Sembi agrees that it shall assist Customer in ensuring compliance with its obligations pursuant to Articles 32 to 36, taking into account the nature of processing and the information available to Sembi.

7. Customer Representation and Warranties

- (a) Customer represents and warrants that it has all necessary rights to provide the Customer Personal Data to Sembi for the purpose of Processing such data within the scope of this DPA and the Main Agreement. Within the scope of the Main Agreement and in its use of the Services, Customer shall be solely responsible for complying with the requirements from Applicable Data Protection Laws, in particular regarding the disclosure and transfer of Customer Personal Data to Sembi and the Processing of Customer Personal Data.
- (b) Customer represents and warrants that the disclosure of Customer Personal Data to Sembi does not qualify as a sale under Applicable Data Protection Laws.

8. Exhibits to the DPA

- (a) List of Exhibits. The following Exhibits, the text of which is available at www.ideracorp.com/legal/idera-affiliates-data-processing-terms and <https://www.ideracorp.com/legal/Sembi-jurisdiction-specific-terms>, form a part of this DPA:
- i. Sembi Affiliates Data Processing Terms; and
 - ii. Jurisdiction Specific Terms (collectively, the "Exhibits").
- (b) Updates to the Exhibits. Sembi reserves the right to update the Exhibits to the DPA from time to time by posting updated versions of the Exhibits to www.ideracorp.com/legal/idera-affiliates-data-processing-terms and <https://www.ideracorp.com/legal/Sembi-jurisdiction-specific-terms>. Sembi shall provide Customer prior written notice of any changes to the Sembi Affiliates Data Processing Terms and Jurisdiction Specific Changes by offering Customer a mechanism to subscribe to a notification system of updates on the same webpage(s) where the Exhibits are posted. If Customer does not object to the updated Exhibit within ten (10) days from the day the update(s) were posted, Customer will be deemed to have consented to the updated Exhibits. In particular, Sembi may update:
- i. The Sembi Affiliates Data Processing Terms to reflect changes to the details of Processing of Customer Personal Data that may arise from changes to the Services, the addition of new Services for which Customer may engage Sembi or an Sembi Affiliate, the list of Subprocessors of each Sembi Affiliate, or to provide additional information required to

- conclude the Standard Contractual Clauses or agreements between Sembi and Customers under Applicable Data Protection Laws. Customer understands that Sembi's unilateral updates to Exhibit A do not involve a change to the Parties' controllership roles; and
- ii. The Jurisdiction Specific Terms from time to time to reflect changes in or additions to Applicable Data Protection Laws and to reflect changes to the supplementary measures required to conduct Restricted Transfers under Applicable Data Protection Laws (as defined by the applicable sections of Exhibit B).
- (c) Conflicts between the DPA and the Exhibits. In case of any conflict or ambiguity between the terms in the Exhibits and the terms of the body of the DPA, the applicable terms in the Exhibits shall prevail.

9. Customer Data Protection Officer and Data Protection Representative Information

Customer shall provide the contact details of its Data Protection Officer (if any) and data protection representative in the EU and in the UK (if any) to Sembi by sending an email to compliance@Sembi.com. In the event that the provided identity and contact details change, Customer shall provide the updated information to Sembi by sending another email to compliance@sembi.com.

10. Indemnification

Sembi shall indemnify, defend, and hold Customer, its Affiliates, and their respective directors, officers, employees, independent contractors and agents (each an "**Indemnified Party**") harmless, to the fullest extent permitted by law, from and against all losses, judgments, liabilities, costs, expenses, fines, penalties and awards that an Indemnified Party suffers or incurs as a result of any claims, demands, suits, causes of action or enforcement proceedings (each, a "**Claim**") arising from, relating to or alleging any breach of this DPA or violation of Applicable Law by Sembi but solely to the extent that Sembi fails to act or acts outside or against the instructions of Customer. Sembi's liability under this DPA shall be limited to three times the amount paid by Customer to Sembi in the previous year.

11. Miscellaneous

- (a) Conflicts. In the event of any conflict or inconsistency between the provisions of this DPA and the Main Agreement, the provisions of this DPA shall control with respect to the subject matter set forth herein. All the terms, provisions and requirements contained in the Main Agreement shall remain in full force and effect except to the extent they conflict with and are superseded by this DPA.
- (b) Governing Law and Jurisdiction. To the extent allowable by Applicable Law, this DPA shall be governed by and construed in accordance with the internal laws of the State of Texas, United States of America, without giving effect to any principles of conflicts of law. The parties irrevocably agree with the exclusive jurisdiction of the courts of Travis County, Texas.
- (c) Term. This DPA shall enter into force on the date of signing of the Main Agreement and shall remain in force for as long as Sembi processes Customer Personal Data on behalf of Customer.
- (d) Binding Effect. The terms, provisions and conditions of this DPA shall be binding upon and inure to the benefit of each respective party and their respective legal representatives, successors and assigns.
- (e) Notices; Change of Address. Any notices, consents or approvals required or permitted to be given hereunder shall be deemed to be given and sufficient (a) three (3) days after deposit in

the United States mail, if sent via certified or registered letter, return receipt requested; or (b) one (1) day after deposit with a reputable overnight delivery or courier service, in each case, to the respective addresses set forth in the signature block or such other address provided by either Party in accordance with this section.