

Data Processing Addendum

This Data Processing Addendum (“**DPA**”) forms part of Workato’s Terms of Service or Embedded Platform Agreement, as applicable (the “**Agreement**”) entered into by and between Workato, Inc. (“**Workato**”) and the Account Holder (pursuant to the Terms of Service) or Company (pursuant to the Embedded Platform Agreement) who enters into the Agreement with Workato (“**Account Holder**”). Any terms not defined in this DPA shall have the meaning set forth in the Agreement. In the event of a conflict between the terms and conditions of this DPA and the Agreement, the terms and conditions of this DPA shall take precedence with regard to the subject matter of this DPA.

1. Definitions

(a) “**Anonymous Data**” means Personal Data that has been processed in such a manner that it can no longer be attributed to an identified or identifiable Data Subject, including as applicable any “deidentified” Personal Data as defined under applicable Data Protection Law.

(b) “**Authorized Individual**” means an employee of Workato who has a need to know or otherwise access Personal Data to enable Workato to perform its obligations under this DPA or the Agreement or an Authorized Sub-Processor.

(c) “**Authorized Sub-Processor**” means another Processor engaged by Workato (“**Sub-Processor**”), and who is either (1) listed as a Sub-Processor on Workato’s List (as defined in Section 4.2 below) and/or (2) authorized by Account Holder to do so under Section 4 of this DPA.

(d) “**Controller**” means the entity which determines the purposes and means of the Processing of Personal Data, including as applicable “business” as defined under the CCPA or “organisations” under the PDPA.

(e) “**Data Protection Laws**” means (i) the California Consumer Privacy Act (“**CCPA**”) and the California Privacy Rights Act of 2020 (“**CPRA**”); (ii) the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (“**GDPR**”) and related data protection and privacy laws of the member states of the European Economic Area; (iii) the Data Protection Act 2018 of the United Kingdom (“**UK GDPR**”); and (iv) the Swiss Federal Act on Data Protection (1992) or the Swiss Federal Data Protection Act of 25 September 2020 when in full force and effect, as applicable, and its corresponding ordinances (“**Swiss DPA**”); and (v) the Singapore Personal Data Protection (Amendment) Act 2020 (“**PDPA**”); each as applicable and as amended, repealed, consolidated, implemented or replaced from time to time.

(f) “**Data Subject**” means an identified or identifiable person to whom Personal Data relates.

(g) “**Instruction**” means a direction, either in writing, in textual form (e.g., by e-mail) or by using a software or online tool, issued by Account Holder to Workato and directing Workato to Process Personal Data.

(h) “**Personal Data**” means any information relating to Data Subjects Processed through the Services by Workato on behalf of Account Holder, as further defined as “personal data” or “personal information” under applicable Data Protection Laws. Personal Data does not include Anonymous Data.

(i) “**Personal Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored, or otherwise Processed.

(j) “**Process**” or “**Processing**” means any operation or set of operations which is performed upon the Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure, or destruction.

(k) “**Processor**” means a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller, including as applicable “service provider” as defined under the CCPA or “data intermediary” under the PDPA.

(l) “**Services**” means the services provided by Workato pursuant to the Agreement.

(m) **“Standard Contractual Clauses”** means (i) where the GDPR or Swiss DPA applies, the standard contractual clauses for the transfer of Personal Data to third countries approved by the European Commission’s decision 2021/914/EC of June 4, 2021, as currently set out at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj (the **“EU SCCs”**); (ii) where the UK GDPR applies, the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner, Version B1.0, as currently set out at <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>, and as revised under Section 18 of the International Data Transfer Addendum (the **“UK Addendum”**).

(n) **Supervisory Authority** means an independent public authority which is established under applicable Data Protection Laws.

2. Relationship of the Parties; Processing of Data

(a) Account Holder acknowledges and agrees that with regard to the Processing of Account Holder Usage Data and product support data, Account Holder may act either as a Controller or Processor and Workato is an independent Controller, not a joint Controller with Account Holder. Workato has the right to Process Usage Data or support ticket data relating to or obtained in connection with the operation, support, or use of the Services for its legitimate internal business purposes, including, but not limited to: (i) billing, tax, and audit support, (ii) to provide, optimize, maintain, develop and improve the Services, (iii) to investigate fraud, wrongful or unlawful use of the Services, and (iv) as required by applicable law or regulation. In such instances, this DPA shall not apply. Workato will Process such Personal Data in compliance with applicable Data Protection Laws and Section 6(a)(i) of this DPA.

(b) The rights and obligations of the Account Holder with respect to the Processing of Personal Data are described herein. Account Holder shall, in its use of the Services, at all times Process Personal Data, and provide Instructions for the Processing of Personal Data, in compliance with the Data Protection Laws. Account Holder shall ensure that its Instructions comply with all laws, rules and regulations applicable in relation to the Personal Data, and that the Processing of Personal Data in accordance with Account Holder’s Instructions will not cause Workato to be in breach of the Data Protection Laws. Account Holder is solely responsible for the accuracy, quality, and legality of (i) the Personal Data provided to Workato by or on behalf of Account Holder, (ii) the means by which Account Holder acquired any such Personal Data, and (iii) the Instructions it provides to Workato regarding the Processing of such Personal Data. Account Holder shall not provide or make available to Workato any Personal Data in violation of the Agreement or otherwise inappropriate for the nature of the Services and shall indemnify Workato from all claims and losses in connection therewith.

(c) Workato shall Process Personal Data only (i) for the purposes set forth in the Agreement and this DPA, including Schedule 1 (ii) in accordance with the terms and conditions set forth in this DPA and any other documented Instructions provided by Account Holder, and (iii) in compliance with the Data Protection Laws. Account Holder hereby instructs Workato to Process Personal Data in accordance with the foregoing and as part of any Processing initiated by Account Holder in its use of the Services. If Workato is unable to Process Personal Data pursuant to the Instructions due to legal requirements under applicable laws, Workato shall inform the Account Holder of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest. Workato shall also promptly inform the Account Holder if, in its opinion, an Instruction infringes the applicable laws, including the Data Protection Laws. In such case, Workato will cease all Processing of the affected Personal Data (other than merely storing and maintaining the security of the affected Personal Data) until such time as the Account Holder issues new Instructions with which Workato is able to comply. If this provision is invoked, Workato will not be liable to Account Holder under the Agreement for failure to perform the Services until such time as Account Holder issues new Instructions.

(d) The subject matter, nature, purpose, and duration of this Processing, as well as the types of Personal Data Processed and categories of Data Subjects, are described in Schedule 1 to this DPA.

(e) Following completion of the Services, at Account Holder’s choice, Workato shall return or delete the Personal Data, except as required to be retained by the Data Protection Laws or other applicable laws, or for the limited scope and purposes specified in the Agreement. If Account Holder and Workato have entered into Standard Contractual Clauses as described in Section 6 (Transfers of Personal Data), the

parties agree that the certification of deletion of Personal Data that is described in Clause 8.5 and 16 of the EU SCCs shall be provided by Workato to Account Holder only upon Account Holder's request.

(f) Workato shall maintain and use Anonymous Data in a deidentified form and to not attempt to re-identify the Anonymous Data, except solely for the purpose of determining whether its de-identification processes satisfy the requirements of applicable law.

3. Authorized Individuals

(a) Workato shall take commercially reasonable steps to limit access to Personal Data to only Authorized Individuals.

(b) Workato shall ensure that all Authorized Individuals are made aware of the confidential nature of Personal Data and have executed confidentiality agreements

4. Authorized Sub-Processors

(a) Account Holder acknowledges and agrees that Workato may (i) engage its Affiliates and other Authorized Sub-Processors to access and Process Personal Data in connection with the Services and (ii) from time to time engage additional third parties for the purpose of providing the Services, including without limitation the Processing of Personal Data.

(b) Workato's current Authorized Sub-Processors include the third-party Sub-Processors and the Workato Affiliates listed at www.workato.com/legal/sub-processors (such URL may be updated by Workato from time to time, the "List"), as updated from time to time. At least thirty (30) days before enabling any third-party Sub-Processors other than Authorized Sub-Processors to access or participate in the Processing of Personal Data, Workato will add such third-party Sub-Processors and Affiliates to the List and notify Account Holder of such updates via email. Account Holder may object to such an engagement in writing within ten (10) days of receipt of the aforementioned notice by Account Holder.

(i) If Account Holder reasonably objects to an engagement in accordance with Section 4(b), Workato may provide Account Holder with a written description of commercially reasonable alternative(s), if any, to such engagement, including without limitation modification to the Services. If Workato, in its sole discretion, does not provide any such alternative(s), or if Account Holder does not agree to any such alternative(s) if provided, either party may terminate this DPA and the Agreement upon written notice. Termination shall not relieve Account Holder of any fees owed to Workato under the Agreement.

(ii) If Account Holder does not object to the engagement of a third-party Sub-Processor in accordance with Section 4(b) within ten (10) days of notice by Workato, that third-party Sub-Processor will be deemed an Authorized Sub-Processor for the purposes of this DPA.

(c) Workato shall, by way of contract or other legal act under Data Protection Laws (including Standard Contractual Clauses), ensure that every Authorized Sub-Processor is subject to obligations regarding the Processing of Personal Data that are no less protective than those to which the Workato is subject under this DPA.

(d) Workato shall be liable to Account Holder for the acts and omissions of Authorized Sub-Processors to the same extent that Workato would itself be liable under this DPA had it conducted such acts or omissions. If Account Holder and Workato have entered into Standard Contractual Clauses as described in Section 6 (Transfers of Personal Data), (i) the above authorizations in Section 4.2 will constitute Account Holder's prior written consent to the subcontracting by Workato of the Processing of Personal Data if such consent is required under the Standard Contractual Clauses; and (ii) the parties agree that the copies of the agreements with Authorized Sub-Processors that must be provided by Workato to Account Holder pursuant to Clause 9(c) of the EU SCCs may have commercial information, or information unrelated to the Standard Contractual Clauses or their equivalent, removed by the Workato beforehand, and that such copies will be provided by the Workato only upon request by Account Holder.

5. Security and Confidentiality of Personal Data

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, Workato shall maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk of Processing Personal Data. Workato shall, taking into account the nature of the Processing and the information available to Workato, provide Account Holder with reasonable cooperation and assistance where necessary for Account Holder to comply with Account Holder's obligations pursuant to Article 32 GDPR or equivalent provision of the Data Protection Laws. More specific security and privacy measures implemented by Workato include, but are not limited to, those set forth in Schedule 2.

6. Transfers of Personal Data

(a) GDPR. Any transfer of Personal Data made from member states of the European Union, Iceland, Liechtenstein, or Norway to any countries which do not ensure an adequate level of data protection within the meaning of the laws and regulations of these countries shall, to the extent such transfer is subject to such laws and regulations, be undertaken by Workato through the EU SCCs, which are automatically incorporated by reference and form an integral part of the DPA, as follows:

(i) Workato as Controller. In relation to Account Holder Usage Data or support ticket data that subject to the EU SCCs and is Processed by Workato as Controller, the EU SCCs shall apply as follows:

- (1) Module One (Controller to Controller) will apply;
- (2) Clause 7, the optional docking clause will not apply;
- (3) Clause 11, the optional language will not apply;
- (4) Clause 13, the supervisory authority with responsibility for ensuring compliance by the Data Exporter with Regulation (EU) 2016/679 as regards the data transfers shall be the supervisory authority of Ireland;
- (5) Clause 17, Option 1 will apply, and the EU SCCs will be governed by Irish law;
- (6) Clause 18(b), disputes shall be resolved before the courts of the Ireland;
- (7) Annex I of the EU SCCs shall be deemed completed with the information set out in Schedule 1 to this DPA; and
- (8) Annex II of the EU SCCs shall be deemed completed with the information set out in Schedule 2 to this DPA.

(ii) Workato as Processor or Sub-Processor. In relation to Personal Data that is processed by Workato as a processor or sub-processor, the EU SCCs shall apply as follows:

- (1) where Account Holder is a Controller and Workato is a Processor under the Agreement, Module Two (Controller to Processor) will apply; or where Account Holder is a Processor and Workato is a sub-Processor under the Agreement, Module Three (Processor to Processor) will apply;
- (2) Clause 7, the optional docking clause will not apply;
- (3) Clause 9, Option 2 will apply, and the time period for prior notice is thirty (30) days;
- (4) Clause 11, the optional language will not apply;
- (5) Clause 13, the supervisory authority with responsibility for ensuring compliance by the Data Exporter with Regulation (EU) 2016/679 as regards the data transfers shall be the supervisory authority of Ireland;
- (6) Clause 17, Option 1 will apply, and the EU SCCs will be governed by Irish law;
- (7) Clause 18(b), disputes shall be resolved before the courts of the Ireland;
- (8) Annex I of the EU SCCs shall be deemed completed with the information set out in Schedule 1 to this DPA; and
- (9) Annex II of the EU SCCs shall be deemed completed with the information set out in Schedule 2 to this DPA.

(b) UK GDPR. With respect to transfer to which the UK GDPR applies, the parties agree to Process such Personal Data in compliance with the EU SCCs as implemented under Sections 6(a)(i) and 6(a)(ii) of this DPA with the following modifications:

- (i) the EU SCCs shall be deemed amended as specified by Part 2 of the UK Amendment;
- (ii) Tables 1 to 3 in Part 1 of the UK Addendum shall be deemed completed respectively with the information set out in Schedules 1 and 2 of this DPA (as applicable); and
- (iii) Table 4 in Part 1 of the UK Addendum shall be deemed completed by selecting “Importer” and “Exporter.”

(c) Swiss DPA. With respect to transfer to which the Swiss DPA applies, the parties agree to Process such Personal Data in compliance with the EU SCCs as implemented under Sections 6(a)(i) and 6(a)(ii) of this DPA with the following modifications:

- (i) references to "Regulation (EU) 2016/679" shall be interpreted as reference to the Swiss DPA;
- (ii) references to "Regulation (EU) 2016/679" shall be replaced with the equivalent article or section of the Swiss DPA;
- (iii) references to the "competent supervisory authority" and "competent courts" shall be replaced with references to the "Swiss Federal Data Protection and Information Commissioner" and "applicable courts of Switzerland" for transfers from Switzerland;
- (iv) Clause 17, the EU SCCs shall be governed by the laws of Switzerland; and
- (v) Clause 18(b), disputes shall be resolved before the applicable courts of Switzerland.

(d) CCPA and CPRA. To the extent the Processing of Personal Data is subject to CCPA or CPRA:

- (i) Account Holder is a “business” and Workato is a “service provider”, each as defined under the CCPA and CPRA;
- (ii) Workato shall not (a) retain, use, disclose or otherwise Processing Personal Data other than as provided for in the Agreement or as needed to perform the Services, including to build or improve the quality of the Services, to detect security incidents, to protect against fraudulent or illegal activity, to retain sub-Processors in compliance with the DPA, or as otherwise required or permitted by applicable law; (b) “sell” Personal Data, as defined under the CCPA and CPRA; and (c) Process Personal Data in any manner outside of the direct business relationship between Account Holder and Workato.
- (iii) Account Holder shall only disclose Personal Data in connection with the Agreement only for the limited and specified purposes of receiving the Services; and
- (iv) each party certifies that it understands the requirements under the CCPA and CPRA.

7. Rights of Data Subjects

(a) Workato shall, to the extent permitted by law, promptly notify Account Holder upon receipt of a request by a Data Subject to exercise the Data Subject's right of: access, rectification, restriction of Processing, erasure, data portability, restriction of or objection to Processing, withdrawal of consent to Processing, and/or objection to being subject to Processing that constitutes automated decision-making (such requests individually and collectively “**Data Subject Request(s)**”). If Workato receives a Data Subject Request in relation to Personal Data, Workato will advise the Data Subject to submit their request to Account Holder and Account Holder will be responsible for responding to such request, including, where necessary, by using the functionality of the Services.

(b) Workato shall, at the request of the Account Holder, and taking into account the nature of the Processing applicable to any Data Subject Request, apply appropriate technical and organizational measures to assist Account Holder in complying with Account Holder's obligation to respond to such Data Subject Request, where possible, provided that (i) Account Holder is itself unable to respond without Workato's assistance and (ii) Workato is able to do so in accordance with all applicable laws, rules, and regulations.

8. Actions and Access Requests

Workato shall, taking into account the nature of the Processing and the information available to Workato, provide Account Holder with reasonable cooperation and assistance (a) where necessary for Account Holder to comply with obligations applicable to it under the Data Protection Laws to conduct a data protection impact assessment, provided that Account Holder does not otherwise have access to the relevant information; and (b) with respect to Account Holder's cooperation and/or prior consultation with any Supervisory Authority, where necessary and/or where required by the Data Protection Laws.

9. Audit Rights

(a) Account Holder may audit Workato's compliance with the terms of this DPA (no more often than once a year). If a third-party is to conduct the audit, the third-party must be mutually agreed to by Account Holder and Workato and such third-party must execute a confidentiality agreement with Workato before the audit is conducted.

(b) To request an audit, Account Holder must submit a detailed proposed audit plan to Workato at least thirty (30) days in advance of the proposed audit date. The proposed audit plan must describe the proposed scope, duration, and start date of the audit. Workato will review the proposed audit plan and communicate any concerns or questions to Account Holder. Workato will cooperate with Account Holder to agree on a final audit plan.

(c) The audit must be conducted during Workato's regular business hours and subject to applicable Workato policies. The audit may not unreasonably interfere with Workato's business operations. If the information required for such an audit is not contained in Workato's SOC 2 Type 2 audit or similar report, Workato will make reasonable efforts to provide the requested information to the auditor.

(d) Account Holder will provide Workato any audit reports generated in connection with any audit under this section, unless prohibited by law. Account Holder may use the audit reports only for the purposes of meeting its regulatory requirements and/or confirming compliance with the requirements of the Agreement and this DPA. The audit report(s) and any information obtained by Account Holder under this section are Workato's Confidential Information under the terms of the Agreement. If the parties have entered into Standard Contractual Clauses as described in Section 6 (Transfers of Personal Data), the parties agree that the audits described in Clause 8.9 of the EU SCCs shall be conducted in accordance with this section.

(e) Any audits conducted shall be at Account Holder's expense. Any request for Workato to provide assistance with an audit is considered a separate service if such audit assistance requires the use of additional or different resources than those Workato would typically utilize when providing such audit assistance. Workato will seek Account Holder's prior written approval and agreement to pay any related fees before performing such audit assistance.

10. Incident Management and Breach Notification

(a) In the event of a confirmed Personal Data Breach, Workato shall, within 48 hours, inform Account Holder of the Personal Data Breach and take such steps as Workato in its sole discretion deems necessary and reasonable to remediate such violation (to the extent that remediation is within Workato's reasonable control).

(b) In the event of a confirmed Personal Data Breach, Workato shall, taking into account the nature of the Processing and the information available to Workato, provide Account Holder with reasonable cooperation and assistance necessary for Account Holder to comply with its obligations under the applicable Data Protection Laws with respect to notifying (i) the relevant Supervisory Authority and (ii) Data Subjects affected by such Personal Data Breach without undue delay.

(c) As information regarding the Personal Data Breach is collected or otherwise reasonably becomes available to Workato, Workato will also provide Account Holder with (i) a description of the nature and reasonably anticipated consequences of the Personal Data Breach; (ii) the measures taken to mitigate any possible adverse effects and prevent a recurrence; and (iii) where possible, information about the types of Personal Data that were the subject of the Personal Data Breach. Account Holder agrees to coordinate with Workato on the content of Account Holder's intended public statements or required notices for the

affected Data Subjects and/or notices to the relevant Supervisory Authority regarding the Personal Data Breach.

(d) The obligations described in Sections 10(a) and 10(b) shall not apply in the event that a Personal Data Breach results from the actions or omissions of Account Holder.

11. Limitation of Liability; Expenses

(a) The total liability of each of Account Holder and Workato (and their respective employees, directors, officers, Affiliates, successors, and assigns), arising out of or related to this DPA, whether in contract, tort, or other theory of liability, shall not, when taken together in the aggregate, exceed the limitation of liability set forth in the Agreement.

(b) Workato will be entitled to be reimbursed by Account Holder, to the extent legally permitted, for reasonable costs and expenses arising from any assistance by Workato in Sections 7, 8(a), 8(b) and 9.

12. Communications

Account Holder's authorized users of the Services may issue Instructions to Workato via their use of the Services. Outside of Instructions issued within the Services by authorized Personnel, any additional Instructions must be received only from designated individuals specified in the applicable Order Form. In the event that these contacts change or otherwise become permanently unavailable, the respective party shall communicate such change immediately in writing.

13. Miscellaneous

The parties' signature to this DPA shall be considered as signature to the Standard Contractual Clauses, including the EU SCCs and UK Addendum, as applicable. If there is any conflict between this DPA and the Standard Contractual Clauses, the Standard Contractual Clauses will prevail with respect to Personal Data that is subject to GDPR or UK GDPR.

WORKATO, INC.

ACCOUNT HOLDER

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Schedule 1 – Details of Processing

Section A: List of Parties

Data Importer: Workato, Inc.

Data Exporter: Account Holder

Address: 215 Castro Street, Suite 300, Mountain View, CA 94041

Address: [INSERT]

Contact person's name, position and contact details: Chief Information Security Officer, privacy@workato.com

Contact person's name, position and contact details: [INSERT]

Role: processor/controller

Role: controller

Section B: Description of Processing/Transfer

Categories of Data Subjects: Account Holder may submit Personal Data to the Service, the extent to which is determined and controlled by the Account Holder in its sole discretion, and which may include, but not limited to Personal Data relating to the following categories of Data Subjects:

- Account Holder employees, independent contractors, agents, advisors and freelancers.
- Account Holder prospects, customers, business partners and vendors, or their respective employees and contract persons.

Categories of Personal Data: The Personal Data included in the Account Holder Data uploaded to the Services by Account Holder for Processing under Account Holder's Accounts, the extent to which is determined and controlled by the Account Holder in its sole discretion, which may include, but is not limited to the following categories of Personal Data:

- First and last name
- IP Address
- Email

Sensitive data transferred (if applicable): The contents of the Personal Data are varied and under the data exporter's control, but may, from time to time, include sensitive data under the relevant Data Protection Laws. Data exporter acknowledges and agrees that Workato provides facilities for special handling of sensitive data, including data retention periods and data masking. See Workato's technical and organizational measures outlined in Schedule 2.

The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis): Frequency of the transfer is configurable in a self-service manner by the data exporter and is a continuous basis for the duration of the Agreement.

Nature and Purpose of Processing: Workato provides a flexible business integration and automation service. Workato will Process Personal Data as necessary to perform the Services pursuant to the Agreement, and as further Instructed by Account Holder and its authorized users in the use of the Services.

Frequency and Duration of Processing: Workato will Process Personal Data for the duration of the Agreement unless as otherwise required by law. Personal Data submitted to Workato is retained for a limited period of time, in accordance with its published data retention policies. In general, the retention period is 30 days unless otherwise configured by the data exporter, and in no case exceeds 90 days.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing: As specified on Workato's current Sub-Processor page at <https://www.workato.com/legal/sub-processors>.

Schedule 2 – Data Security Measures

Workato agrees that it:

1. Maintains an information security program which is approved by its management and regularly reviewed and updated accordingly.
2. Restricts access to Personal Data to Authorized Individuals who provide authentication that uniquely identifies them.
3. Restricts Authorized Individuals' rights to access or modify Personal Data based on business role and need.
4. Reviews access and authorization rights for Authorized Individuals regularly. Access or authorization rights are withdrawn or modified, as appropriate, promptly upon termination or change of role for such Authorized Individuals.
5. Ensures that physical access to systems storing or Processing Personal Data is appropriately secured and monitored.
6. Encrypts Personal Data both at rest and in transit, using industry standard protocols and encryption algorithms.
7. Has implemented and maintains secure coding and development standards, incorporating security and privacy considerations.
8. Ensures that its personnel receive regular security and privacy training so that they are aware of their roles and responsibilities with regard to the treatment and protection of Personal Data.
9. Segregates internal systems storing or processing Personal Data from public networks.
10. Has implemented anti-malware on systems that do or may Process Personal Data.
11. Has implemented monitoring and alerting capabilities on its systems.
12. Evaluates its systems for vulnerabilities and deploys required security updates on a schedule based on risk and severity.
13. Regularly tests the security of its systems including an annual penetration test performed by a qualified third party.
14. Evaluates the security and privacy practices of all Authorized Sub-Processors. All Authorized Sub-Processors are required to implement and maintain the same or substantially similar technical and organizational measures and assume the same responsibilities and obligations as those required of Processor under this DPA.
15. Deploys redundant services and engages in practices including regular backups designed to provide continued availability and access to data despite disruptions to its infrastructure.
16. Maintains an incident response plan and commits to providing required notifications in case of a confirmed Personal Data Breach without undue delay.
17. Maintains systems and processes for complying with data privacy requirements including limited retention and processing of requests from Data Subjects.