DATA PROCESSING EXHIBIT

This Data Processing Exhibit ("Exhibit") specifies the Parties' respective obligations in connection with Processing of Customer Data and any Personal Data therein included. This Exhibit is incorporated into the Agreement and any term not defined herein shall have the same meaning defined elsewhere in the Agreement.

1. **Definitions**

   1.1 "Breach" means a breach of Customer Data within the Subscription Services, including incidents that lead to the destruction, loss, alteration or unauthorized disclosure of or access to Customer Data.

   1.2 "CCPA" means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations.

   1.3 "Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

   1.4 "Data Protection Laws" means laws and regulations applicable to the Processing of Personal Data under the Agreement, including but not limited to those of (i) the European Union and its member states (including GDPR and any successors), (ii) Brazil (including LGDP and any successors), (iii) Switzerland (including Swiss Federal Act of 19 June 1992 on Data Protection and any successors), (iv) the United Kingdom (including Data Protection Act 2018 and any successors) and (v) the United States (including CCPA, other state and federal laws, and any successors).

   1.5 "Data Subject" means an identified or identifiable natural person or legal person (to the extent the data of a legal person are protected similarly as data of a natural person under applicable Data Protection Laws).

   1.6 "GDPR" means Regulation (EU) 2016/679 of the European Parliament (General Data Protection Regulation), including as implemented or adopted under the laws of the United Kingdom.

   1.7 "LGPD" means Brazilian Law No. 13,709/2018 (Brazilian Data Protection Act).

   1.8 "Personal Data" means any information relating to a Data Subject.

   1.9 "Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

   1.10 "Processor" means the entity which Processes Personal Data on behalf of the Controller, including as applicable any "service provider" as that term is defined by the CCPA.

2. **Scope of Processing/Right to issue instructions**

   2.1 Scope. LeanIX shall Process Personal Data submitted by the Customer and its Users as Customer Data in its capacity as Processor, exclusively for the purpose of providing to Customer the Subscription Services. Customer acts as Controller in terms of applicable Data Protection Laws.

   2.2 Instructions. This Exhibit and the Agreement are meant to be Customer's original instructions to LeanIX for the Processing of Customer Data and any Personal Data therein included. LeanIX shall Process Customer Data exclusively in accordance with Customer's instructions, unless LeanIX is legally obligated to act otherwise. To the extent legally allowed, LeanIX shall notify the Customer of any applicable legal restrictions before processing.

2.3 <u>Additional Instructions</u>. Customer may issue additional instructions by using the functions of the Subscription Service, taking into consideration the nature and purpose of the Subscription Service. Customer is responsible for compliance with Data Protection Laws of its instructions. LeanIX shall inform Customer if, in its opinion, an instruction infringes any Data Protection Law.

2.4 <u>Personal Data</u>. LeanIX's Processing of Customer Data is limited to the type, scope and purpose listed in Schedule 1 to this Exhibit.

2.5 <u>Transfer to LeanIX</u>. To the extent required by Data Protection Laws to provide a valid legal basis for transfer of Personal Data, Schedule 2 to this DPA shall apply.

3. Requirements for LeanIX personnel

3.1 <u>Confidentiality and professionality</u>. LeanIX shall ensure its personnel engaged in the Processing of Customer Data has the necessary professional skills and competence to perform such activities and is adequately bound to confidentiality obligations in writing.

4. Security of Processing and data protection impact assessments

4.1 <u>Information Security Program.</u> LeanIX provides the technical and organizational measures detailed in the Data Security Exhibit. Such measures are developed - and shall periodically be updated by LeanIX - to be appropriate for the protection of Customer Data taking into account the state of the art technology, the implementation costs and the nature, the scope, circumstances and purposes of the Processing of Customer Data.

4.2 <u>DPIA</u>. LeanIX shall use commercially reasonable efforts to assist the Customer with data protection impact assessments, and if necessary, subsequent consultations with the supervisory authority pursuant to Data Protection Laws.

5. Subprocessors

5.1 <u>Current list</u>. Customer authorizes LeanIX to engage its own Affiliates as well as third parties as subprocessors ("Subprocessors"). The current list of LeanIX Subprocessors is available on http://www.leanix.net/en/legal/list-of-subprocessors.

5.2 <u>New Subprocessors</u>. LeanIX shall notify any intended changes concerning the addition or replacement of a Subprocessor at least 30 days prior to such changes becoming effective. To receive such notifications, Customer shall subscribe on the website listed under Section 5.1. Customer may reasonably oppose the proposed change by notifying LeanIX within 15 days after receipt of LeanIX's notice. Following the notification, if the Parties cannot resolve the objection, Customer may require LeanIX to exclude the interested Subprocessor from the delivery of the Subscription Services, or, if excluding is not possible or would lead to a degradation of the Subscription Service, terminate the applicable Subscription Service and as its exclusive remedy obtain a refund of the prepaid unused Fees until the date of termination.

5.3 <u>Agreements with Subprocessors.</u> LeanIX shall make sure that the agreements with its Subprocessors include data protection obligations at least as protective as those set out in this Exhibit. Prior to each engagement and regularly throughout the term of the engagement, LeanIX shall monitor the Subprocessors' technical and organizational measures to ensure their Processing of Customer Data occurs in accordance with this Exhibit.

5.4 <u>Rights toward Subprocessors.</u> At the request and instruction of the Customer, LeanIX will exercise all rights against a Subprocessor, including but not limited to audit rights, which LeanIX itself is entitled to under the respective data processing agreement and which concern the processing for the Customer.

5.5 <u>Transfer to Subprocessors</u>. If Subprocessors outside the European Union / the European Economic Area are engaged, LeanIX will fulfill the requirements of Art. 44 (and following) GDPR. In particular, Customer acknowledges and agrees that LeanIX may enter into Standard Contractual Clauses with Subprocessors located in a third country to ensure appropriate safeguards in accordance with Data Protection Laws.

6. Data subjects' rights

6.1 <u>Automated tools</u>. LeanIX shall provide Customers with tools to access, correct, rectify, erase, or block any Personal Data included in the Customer Data, or to transfer or port such Personal Data, within the Subscription Service, as may be required under Data Protection Laws. Where such tools are not sufficient to respond to Data Subjects requests, LeanIX shall use commercially reasonable efforts to support the Customer in fulfilling Customer's obligations.

6.2 <u>Data Subject Requests</u>. To the extent reasonably possible, LeanIX shall (i) inform the Customer without undue delay if a Data Subject contacts LeanIX with a request for exercising his or her rights in relation to Customer Data; and (ii) on request, provide reasonable cooperation to Customer to the extent the functionalities of the Subscription Services are not sufficient to respond to the Data Subject's request.

7. Law Enforcement Requests

7.1 If LeanIX receives a request for disclosure of Personal Data by a law enforcement, civil, administrative, national or public security or other competent authority (a "Law Enforcement Request"), to the extent allowed under applicable laws LeanIX shall (a) inform Customer of the Law Enforcement Request; (b) redirect the law enforcement agency to request that data directly from Customer; (c) if compelled to disclose Personal Data, take reasonable steps to object to the Law Enforcement Request or, at a minimum, seek to limit the Law Enforcement Request to only Personal Data that is necessary and proportionate under Data Protection Laws; (d) keep Customer informed about any steps it takes to object and limit the Law Enforcement Request and, where possible, give Customer an opportunity to intervene in relation to a Law Enforcement Request.

8. Breach notification

8.1 <u>Breach notification.</u> LeanIX shall notify the Customer without undue delay, but not later than seventy-two (72) hours, after becoming aware of any Breach. Notifications shall be sent to the Customer contact specified on the LeanIX Workspace. Customer shall be responsible for keeping said contact up to date during the Subscription Term. If possible, LeanIX's initial notification shall include a description of: (i) the nature of the Breach, indicating, as far as possible, the categories and the approximate number of affected Data Subjects and Personal Data; (ii) the likely consequences of the Breach; and (iii) the measures taken or proposed by LeanIX to remedy the Breach and, where appropriate, measures taken to mitigate potential adverse effects. If this information is not available at the time of initial notification, LeanIX shall provide it subsequently, without undue delay as it becomes available.

8.2 <u>Notification.</u> If the Customer must notify supervisory authorities and/or Data Subjects in accordance with Art. 33, 34 of GDPR, LeanIX shall assist the Customer's notification compliance efforts, if requested.

9. Deletion and return of Customer Data

9.1 <u>Duration</u>. The duration of Processing corresponds to the duration of the Agreement.

9.2 <u>Deletion.</u> Upon termination or expiration of the Agreement, LeanIX shall delete all Customer Data in accordance with the retention period set forth in the Agreement, unless LeanIX is obligated by law to retain Customer Data for a longer period. In such case, LeanIX shall only retain such Customer Data for as long as mandatorily required and then proceed to deletion.

9.3 <u>Extraction</u>. At any point before the termination or expiration of the Agreement, the Customer may extract Customer Data in machine-readable format. LeanIX shall assist Customer to ensure extraction of Customer Data is possible after termination or expiration in accordance with the applicable retention period.

10. Evidence and audits

10.1 <u>Documentary evidence of compliance.</u> LeanIX shall provide Customer with access to industry standard documentation evidencing its compliance with this Exhibit via the LeanIX self-serve documentation portal. The documentation includes: (i) reasonable evidence of the confidentiality obligations of natural persons Processing Customer Data; (ii) documentation concerning Breaches, if any; (iii) extracts from Subprocessors' agreements; (iv) copy of LeanIX certifications and audit reports; (v) industry standard documentation describing LeanIX information Security Program.

10.2 <u>Audit right</u>. During the Subscription Term, Customer shall be entitled to audit LeanIX's compliance with the provisions of this Exhibit, in particular the implementation of the technical and organizational measures as defined in the Data Security Exhibit, including inspections, either directly or through a commissioned auditor (which shall enter into confidentiality obligations with LeanIX prior to being granted access to LeanIX Confidential Information or premises). LeanIX will use reasonable efforts to facilitate such audits, including by (i) granting the necessary entry and access rights; and (ii) providing reasonably required information. Customer agrees to carry out any such audit in such a way as not to impact LeanIX operations or the security and availability of LeanIX's customers, products and services. To this purpose, Customer shall provide reasonable prior notice to LeanIX of its intention to carry out the audit and agree with LeanIX on the scope and agenda of the audit.

11. <u>Hosting</u>

11.1 <u>Data Hosting.</u> Customer Data will be hosted in data centers in the region specified on the Order Form.

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SCHEDULE 1

PROCESSING DETAILS

CATEGORIES OF DATA SUBJECTS	TYPE OF DATA	PURPOSE OF PROCESSING
Users	name, surname, User's assigned role in the Subscription Service, subscriptions of objects, profile picture (optional).	Provision of certain features of the Subscription Service: user management, functions in the software such as subscriptions of objects
Users	email address, User activity in the software, browser identification, IP address.	Provision of certain features of the Subscription Service: user management, functions in the software such as notifications, error analysis, quality assurance of the operation and the faultlessness of the software, user support and information about news, individual user training
Users, others (depending on User)	Data added by Users into Free Form text fields.	Depending on Users
EXCLUSIVELY FOR SMP MODULE SUBSCRIBERS: Users, others	Emails	Managing of subscriptions to other SaaS Applications

SCHEDULE 2

STANDARD CONTRACTUAL CLAUSES / INTERNATIONAL DATA TRANSFER ADDENDUM

To the extent the processing activities under the Agreement are subject to the GDPR, and the execution of the Agreement would determine a transfer of personal data out of the European Economic Area to third countries not recognized by the European Commission as ensuring an adequate level of protection for personal data, the Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 ("SCCs"), as completed and clarified below, shall apply and be incorporated in the Agreement by this reference.

To the extent the processing activities under the Agreement are subject to the UK GDPR, and the execution of the Agreement would determine a transfer of personal data from the UK to non-adequate third countries, the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (version B1.0, in force as of 21 March 2022) ("IDTA"), as completed and clarified below, shall apply and be incorporated in the Agreement by this reference.

STANDARD CONTRACTUAL CLAUSES

I.	**Selection of module**	
Module 2		The parties select Module Two (Transfer Controller to Processor) as the SCCs module applicable to the Agreement.
II.	**Selection of options**	
Clause 9(a) "Use of sub-processors"		Option 2 is selected (General written authorization); the specified time period is 30 days.
Clause 17 "Governing law"		Option 2 is selected; the laws of Germany are selected.
Clause 18(b) "Choice of forum and jurisdiction"		The competent courts of Germany are selected.
III.	**Clarifications**	
Clause 12(i) "Liability"		For clarity, the parties acknowledge and agree that any limitation of liability set forth under the Agreement shall apply to Clause 12(i).
Clause 14(b) "Local laws and practices affecting compliance with the Clauses"		LeanIX has drafted and made available upon request to Customer a Transfer Impact Assessment based on the elements listed under section 14(b).

ANNEX I

List of parties

Data Exporter	*Identity*	The data exporter is "Customer" as identified on the Order Form.
	Contact Person Name	As specified on the Order Form
	Activities relevant to data transferred under these Clauses	As described under the Agreement
	Role	The data exporter is the controller
Data Importer	*Identity*	The data importer is "LeanIX" as identified on the Order Form.
	Contact Person Name	Tommaso Tortorici, Head of Legal, dataprivacy@leanix.net

Activities relevant to data transferred under these Clauses	As described under the Agreement
Role	The data importer is the processor

Description of transfer

Categories of data subjects whose personal data is transferred	As listed under the Agreement
Categories of personal data transferred	As listed under the Agreement
Sensitive data transferred	None
The frequency of the transfer	Continuous
Nature of the processing	Data processing activities required to the provision of the Services (e.g. hosting activities; provision of access and use rights to the Services; data support and maintenance of the platform)
Purpose of the data transfer and further processing	Providing the Services specified under the Order Form
The period for which the personal data will be retained	The Subscription Term as identified in the Agreement
Transfers to subprocessors	The Subprocessors, as well as the scope and frequency of transfers to Subprocessors, are listed on https://www.leanix.net/en/legal/list-of-subprocessors

Competent supervisory authority

The supervisory authority with responsibility for ensuring compliance by the data exporter	The parties consent to supervision and jurisdiction by the competent supervisory authority for Germany/North Rhine-Westfalia.

ANNEX II

Technical and Organisational Measures Including Technical and Organisational Measures to Ensure the Security of the Data

Description of the technical and organisational measures implemented by the data importer(s)	As described under the Data Security Exhibit, available at https://www.leanix.net/en/legal/commercial. The Data Security Exhibit applicable as of the Issuance Date of the Order Form to which this Annex is attached are incorporated into the SCCs by this reference.

INTERNATIONAL DATA TRANSFER ADDENDUM

PART 1: TABLES

Table 1: Parties

Parties' details	As specified on the Order Form.
Exporter Key Contact:	As specified in the EU SCC
Exporter Key Contact:	As specified on the Order Form

Table 2: Selected SCCs, Modules and Selected Clauses