

COHESITY, INC. DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”, including its Schedules and Appendices) forms part of the End User License Agreement, Evaluation Agreement or other written agreement between Cohesity, Inc. (“**Cohesity**”) and Cohesity’s customer (“**Customer**”) for Cohesity’s provision of the data storage products and/or services specified in Schedule 3 (the “**Services**”) (collectively the “**Agreement**”). This DPA is effective on the same date as the Agreement (the “**Effective Date**”).

1. DEFINITIONS

Capitalized terms used in this DPA shall have the following meanings:

1.1 “**Affiliate**” means, with respect to a party, any individual, company, or other entity, directly or indirectly, Controlled by, or under common Control with, such Party, but, for clarity, excluding those individuals, companies or entities that are Controlling such Party. “**Control**” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2 “**Authorized Affiliate**” means any of Customer’s Affiliate(s) who (a) is subject to the GDPR, and (b) is permitted to use or gain the benefit of the Services pursuant to the Agreement between Customer and Cohesity, whether or not it entered its own order for Cohesity Products or Services (“**Order**”) or is a ‘Customer’ or equivalent as defined under the Agreement.

1.3 “**Controller**” means the entity which determines the purposes and means of the Processing of Personal Data.

1.4 “**Customer Data**” means any data, files, text, images, graphics, software, or other materials and information Customer, its employees, contractors, agents or users (“**Users**”) uploads to, transfers to, or otherwise transmits or sends to Cohesity including through Cohesity’s customer support portal(s), but excludes for avoidance of doubt information stored or otherwise Processed in or through Cohesity hardware products and equipment (“**Hardware**”) or a SaaS Offering to the extent Cohesity does not access or Process same.

1.5 “**Data Protection Laws and Regulations**” means laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, and the California Consumer Privacy Act (CCPA), in each case as and to the extent applicable to Cohesity as a matter of law to the Processing of Personal Data hereunder.

1.6 “**Data Subject**” means the identified or identifiable person to whom Personal Data relates.

1.7 “**GDPR**” means Regulation (EU) 2016/679 of the European Parliament and 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.

1.8 “**Personal Data**” means any information which (i) relates to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person and (ii) is Customer Data.

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.

1.11 “**SCCs**” means the Standard Contractual Clauses between Cohesity and Customer and attached hereto as Schedule 2 pursuant to the European Commission’s decision (C(2010)593) of 5 February 2010.

1.12 “**Sub-Processor**” means any Processor engaged by Cohesity, which may include a Cohesity Affiliate.

1.13 “**Supervisory Authority**” means an independent public authority which is established by an EU Member State pursuant to the GDPR.

Capitalized terms used but not defined herein shall have their meaning given in the Agreement.

2. PROCESSING OF PERSONAL DATA

2.1 **Roles of the Parties.** The parties acknowledge and agree that, with regard to the Processing of Personal Data, Customer is the Controller, Cohesity is the Processor, and if Cohesity engages Sub-Processors it will be pursuant to Section 5 below.

2.2 **Customer's Processing of Personal Data and Compliance with Law.** Customer shall, in its use of the Services, Process Personal Data (and information relating to identified or identifiable persons provided by Cohesity or its employees) in accordance with the requirements of Data Protection Laws and Regulations. Customer's instructions to Cohesity for the Processing of Personal Data shall also comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for (i) the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data, (ii) ensuring appropriate security measures are applied to the Personal Data before and during Processing, including without limitation (a) properly implementing SSL or other encryption appropriate to the nature of content being transmitted, and (b) obtaining lawful valid consent from Data Subjects for Processing (including explicit notification of and consent to Processing and storage out of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom as contemplated by the Agreement). Customer is responsible for complying with any requirements to notify Data Subjects of Processing hereunder. Customer shall inform Cohesity before Personal Data subject to specific Data Protection Laws and Regulations is submitted to Services or transmitted to Cohesity for Processing.

2.3 **Cohesity's Processing of Personal Data.** Cohesity shall treat Personal Data that is Confidential Information in its possession as confidential and shall only Process Personal Data on behalf of and in accordance with Customer's documented instructions for the following purposes: (i) Processing in accordance with and as reasonably contemplated by the Agreement; (ii) Processing initiated by Users in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email or through any support portal) where such instructions are consistent with the terms of the Agreement and Data Protection Laws and Regulations. For clarity, Cohesity shall not be deemed to Process information or data Customer inputs into Products or Services except to the extent same is provided by Customer to Cohesity and accessed or Processed by Cohesity, e.g. in connection with support and maintenance services, or in certain SaaS Offerings. In addition, Cohesity shall not be responsible for, and this DPA does not cover, environments in which Cohesity Products or Services are hosted which are not under Cohesity's control. Entry into the Agreement shall be deemed Customer's express instructions to Cohesity to Process Personal Data as reasonably contemplated by the Agreement, including Processing initiated by Users in their use of the Services and Processing to comply with other reasonable documented instructions provided by Customer (e.g., via email) consistent with the Agreement.

2.4 **Details of the Processing.** The subject-matter of Processing of Personal Data by Cohesity is the performance of the Services pursuant to the Agreement, which may include, as applicable, the provision of support services under a support contract and Cohesity's use of Personal Data in connection with the sale to Customer of Hardware. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 1 (Details of the Processing) to this DPA. Notwithstanding anything else, Cohesity may modify the data Processing terms applicable to Services by posting an updated version of this DPA on www.cohesity.com/agreements.

3. RIGHTS OF DATA SUBJECTS

3.1 **Data Subject Requests.** Cohesity shall, to the extent legally permitted, promptly notify Customer if Cohesity receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, its right not to be subject to an automated individual decision making or other 'subject access' right under applicable law ("**Data Subject Request**"). Taking into account the nature of the Processing, Cohesity shall assist Customer by appropriate technical and organizational measures, insofar as this is possible and commercially practicable, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, Cohesity shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Cohesity is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from Cohesity's provision of such assistance.

4. COHESITY PERSONNEL

4.1 **Confidentiality.** Cohesity shall use commercially reasonable efforts to ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. Cohesity shall ensure that such confidentiality obligations survive the termination of the personnel engagement to the extent permitted law for a reasonable period.

4.2 **Reliability.** Cohesity shall take commercially reasonable steps to ensure the reliability of any Cohesity personnel engaged in the Processing of Personal Data.

4.3 **Limitation of Access.** Cohesity shall use commercially reasonable efforts to ensure that Cohesity's access to Personal Data is limited to those personnel with a need to know in rendering the Services in accordance with the Agreement.

4.4 Any questions or concerns with respect to this DPA and/or data security and privacy may be directed to privacy@cohesity.com.

5. SUB-PROCESSORS

5.1 **Appointment of Sub-Processors.** Customer acknowledges and agrees that Cohesity may engage third-party Sub-Processors in connection with the provision of the Services. Cohesity shall enter into a written agreement with each Sub-Processor containing data protection obligations not less protective than those in this DPA with respect to the protection of Personal Data to the extent applicable to the nature of the Services provided by such Sub-Processor.

5.2 **List of Current Sub-Processors and Notification of New Sub-Processors.** Cohesity shall make available to Customer upon request the then current list of Sub-Processors for the Services who are not Cohesity Affiliates. Such Sub-Processor lists shall include the identities of those Sub-Processors and their country of location ("**Sub-Processor Lists**"). It is explicitly agreed that designers/manufacturers and other third parties involved in the production of Cohesity's Hardware and other products/Services are not Sub-Processors under this DPA unless and only to the extent Cohesity provides them with Customer Data.

5.3 **Objection Right for New Sub-Processors.** Customer may object to Cohesity's use of a new Sub-Processor by notifying Cohesity promptly in writing within ten (10) business days after receipt of the then-current list in accordance with the mechanism set out in Section 5.2. In the event Customer objects to a new Sub-Processor, Cohesity will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-Processor without unreasonably burdening the Customer. If Cohesity is unable to make available such change within a reasonable period of time (which shall not exceed thirty (30) days), Customer may terminate the applicable Order(s) with respect only to those Services which cannot be provided by Cohesity without the use of the objected-to new Sub-Processor by providing written notice to Cohesity.

5.4 **Liability.** Cohesity shall be liable for the acts and omissions of its Sub-Processors to the same extent Cohesity would be liable if performing the services of each Sub-Processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

6. SECURITY

6.1 **Controls for the Protection of Customer Data.** Cohesity shall maintain appropriate technical and organizational measures for protection of the security, confidentiality, and integrity of Customer Data.

7. CUSTOMER DATA INCIDENT MANAGEMENT AND NOTIFICATION

7.1 Cohesity shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data in Cohesity's or its Sub-Processors' possession of which Cohesity becomes aware (a "**Customer Data Incident**"). Cohesity shall make reasonable efforts to identify the cause of such Customer Data Incident and take those steps as Cohesity deems necessary and reasonable in order to remediate the cause of such a Customer Data Incident to the extent the remediation is within Cohesity's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's Users.

8. RETURN AND DELETION OF CUSTOMER DATA

8.1 Unless otherwise provided in the Agreement, and solely to the extent Customer Data is (i) in Cohesity's possession or (ii) cannot be deleted/retrieved by Customer, Cohesity shall on request return Customer Data to Customer and, to the extent allowed by applicable law, delete Customer Data in accordance with the procedures and timeframes specified in the Agreement or as required by Data Protection Laws and Regulations.

9. AUTHORIZED AFFILIATES

9.1 **Contractual Relationship.** The parties acknowledge and agree that, by executing the Agreement, the Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates entitled to receive the Services, thereby establishing a separate DPA between Cohesity and each such Authorized Affiliate subject to the provisions of the Agreement and this Section 9 and Section 10. Each Authorized Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the avoidance of doubt, an Authorized Affiliate is not and does not become a party to the Agreement, and is only a party to the DPA (though such Authorized Affiliate may have otherwise entered the Agreement or another agreement with Cohesity). All access to and use of the Services by Authorized Affiliates must comply with the terms and conditions of the Agreement and any violation of the terms and conditions of the Agreement by an Authorized Affiliate shall be deemed a violation by Customer.

9.2 **Communication.** The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with Cohesity under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

9.3 **Rights of Authorized Affiliates.** Where an Authorized Affiliate becomes a party to the DPA with Cohesity, it shall to the extent required under applicable Data Protection Laws and Regulations be entitled to exercise the rights and seek remedies under this DPA, subject to the following:

9.3.1 Except where applicable Data Protection Laws and Regulations require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against Cohesity directly by itself, the parties agree that (i) solely the Customer that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and (ii) the Customer that is the contracting party to the Agreement shall exercise any such rights under this DPA not separately for each Authorized Affiliate individually but in a combined manner for all of its Authorized Affiliates together (as set forth, for example, in Section 9.3.2, below).

9.3.2 The parties agree that the Customer that is the contracting party to the Agreement shall, when carrying out an on-site audit of the procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on Cohesity and its Sub-Processors by combining, to the extent reasonably possible, several audit requests carried out on behalf of different Authorized Affiliates in one single audit.

10. LIMITATION OF LIABILITY

10.1 Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Authorized Affiliates and Cohesity, whether in contract, tort, or under any other theory of liability, is subject to any "Limitations of Liability" or equivalent section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together. Notwithstanding any "Limitations of Liability" or equivalent section in the Agreement, Cohesity shall not be liable for any (i) indirect (including without limitation special, incidental, and consequential) damages, including without limitation damages for lost profits, loss of goodwill, work stoppage, accuracy of results, loss of data, computer failure or malfunction, or damages resulting from your use of Products, Services or Hardware, or (ii) amounts exceeding the fees paid to Cohesity, but excluding any liability which, under applicable law, cannot be precluded by contract. For the avoidance of doubt, Cohesity's and its Affiliates' total liability for all claims from the Customer and all of its Authorized Affiliates arising out of or related to the Agreement and each DPA shall apply in the aggregate for all claims under both the Agreement and all DPAs established under this Agreement, including by Customer and all Authorized Affiliates, and, in particular, shall not be

understood to apply individually and severally to Customer and/or to any Authorized Affiliate that is a contractual party to any such DPA.

11. EUROPEAN SPECIFIC PROVISIONS

11.1 **GDPR.** Cohesity shall Process any Personal Data subject to the GDPR in accordance with the GDPR as applicable to Cohesity's provision of its Services.

11.2 **Transfer mechanisms for data transfers.** Any transfers of Personal Data from a country subject to the GDPR under this DPA to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Laws and Regulations of the foregoing territories, to the extent such transfers are subject to such Data Protection Laws and Regulations, shall be subject to the SCCs for the transfer of personal data to processors set forth in Schedule 2 to this DPA which are incorporated by reference herein.

11.3 Standard Contractual Clauses.

11.3.1 Customers covered by the SCCs. The SCCs and the additional terms specified in this Section 11.4 apply to (i) the legal entity that has agreed the SCCs as a data exporter and its Authorized Affiliates and, (ii) all Affiliates of Customer established within countries subject to the GDPR, which have entered Order(s) for or gain the benefit of the Services. For purposes of the SCCs and this Section 11.4, the aforementioned entities shall be deemed "data exporters".

11.3.2 Instructions. This DPA and the Agreement are Customer's instructions at the time of entering the Agreement to Cohesity for the Processing of Personal Data. For purposes of Clause 5(a) of the SCCs, entry into the Agreement shall be deemed Customer's express instructions to Cohesity to Process Personal Data as reasonably contemplated by the Agreement.

11.3.3 Appointment, Notification and Objection Right of new Sub-Processors and List of current Sub-Processors. Pursuant to Clause 5(h) of the SCCs, Customer acknowledges and expressly agrees that Cohesity may engage third-party Sub-Processors in connection with the provision of the Services as set forth in Section 5 of this DPA.

11.3.4 Copies of Sub-Processor Agreements. The parties agree that the copies of the Sub-Processor agreements that must be provided by Cohesity to Customer pursuant to Clause 5(j) of the SCCs may have all commercial information, or clauses unrelated to the SCCs or their equivalent, removed or redacted by Cohesity beforehand; and, that such copies will be provided by Cohesity, in a manner to be determined in its discretion, only upon request by Customer.

11.3.5 Audits and Certifications. The parties agree that the audits described in Clause 5(f) and Clause 12(2) of the SCCs shall be carried out in accordance with the following specifications:

11.3.6 Upon Customer's request, and subject to the confidentiality obligations set forth in the Agreement, Cohesity shall make available to Customer that is not a competitor of Cohesity (or Customer's independent, third-party auditor that is not a competitor of Cohesity) information regarding the Cohesity's compliance with its obligations. Customer may contact Cohesity in accordance with the "Notices" Section of the Agreement (or if there is no such section, by overnight courier to Cohesity's address in this DPA, marked for the attention of Cohesity's General Counsel) to request an on-site audit of the procedures relevant to the protection of Personal Data and strictly to the extent required by applicable law. To the extent permitted by law, Customer shall reimburse Cohesity for any reasonable expended for any such on-site audit at Cohesity's then current professional services rates, which shall be made available to Customer upon request. Before the commencement of any such on-site audit, Customer and Cohesity shall mutually agree upon the scope, timing, and methodology of the audit in addition to the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by Cohesity. Customer shall promptly notify Cohesity with information regarding any non-compliance discovered during the course of an audit, and all information in relation to any audit shall be treated as confidential.

11.3.7 Certification of Deletion. The parties agree that the certification of deletion of Personal Data that is described in Clause 12(1) of the SCCs shall be provided by Cohesity to Customer only upon Customer's request.

11.3.8 Conflict. In the event of any conflict or inconsistency between the body of this DPA and any of its Schedules (not including the SCCs) and the SCCs in Schedule 2, the SCCs shall prevail. In the event of any conflict or inconsistency between this DPA and the Agreement, this DPA shall prevail.

SCHEDULES

Schedule 1: Details of the Processing

Schedule 2: SCCs

Schedule 3: Services

SCHEDULE 1 – DETAILS OF THE PROCESSING

This Schedule 1 includes certain details of the Processing of Personal Data as required by Article 28(3) GDPR.

Subject Matter, Nature and Purpose of Processing

Cohesity will Process Personal Data as reasonably contemplated by the Agreement, including Processing initiated by Users in their use of the Services and Processing to comply with other reasonable documented instructions provided by Customer (e.g., via email) consistent with the Agreement.

Duration of Processing

Except as otherwise provided in the Agreement, Cohesity may Process Personal Data for the duration of the Agreement, and Cohesity is specifically instructed and authorized by Customer to retain Personal Data for such period of time following termination of this Agreement as reasonably necessary.

Categories of Data Subjects

Subject to any terms in the Agreement to the contrary, Customer and Customer's Users may submit Personal Data to the Services, the extent of which is determined and controlled by Customer or Customer's User(s), as the case may be, in its and their sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Customer's Users (who are natural persons)
- Other Data Subjects whose Personal Data is provided to Cohesity by Customer hereunder

Type of Personal Data

Subject to any terms in the Agreement to the contrary, Customer and Customer's Users may submit Personal Data to the Services, the extent of which is determined and controlled by Customer or Customer's User(s), as the case may be, in its and their sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- Personal information such as first and last name, date of birth, employment information (like job title or prior work history or experience), contact information (work email, work phone number, work physical address or location), pictures to the extent each is personal data
- Unique identifiers such as ID data, IP address, or other internet data to the extent each is personal data
- User names/passwords to the extent each is personal data

Subject to any terms in the Agreement to the contrary, Customer and Customer's Users may submit special categories of data to the Services, the extent of which is determined and controlled by Customer or Customer's User(s), as the case may be, in its and their sole discretion, and which is for the sake of clarity Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the Processing of data concerning health or sex life.

The obligations and rights of Company and Company Affiliates

The obligations and rights of the parties shall be as set forth in the Agreement including this DPA and in Data Protection Laws & Regulations.

Customer shall have sole responsibility for (i) the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data, (ii) ensuring appropriate security measures are applied to the Personal Data before transmitting to Cohesity, including without limitation (a) properly implementing SSL or other encryption appropriate to the nature of content being transmitted, and (b) obtaining lawful valid consent from Data Subjects (including Users) for Processing (including explicit notification of and consent to Processing and storage out of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom by Cohesity).

SCHEDULE 2 – STANDARD CONTRACTUAL CLAUSES (PROCESSORS)

To the extent applicable to the Services, the European Commission’s Standard Contractual Clauses for the transfer of personal data to processors established in third countries (available at <https://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32010D0087>) shall apply and are hereby incorporated by reference. The relevant appendices are included below.

Name of the data exporting organisation (the data exporter): “Customer” defined or identified in the Agreement.

Address: Customer’s address, and

Name of the data importing organisation (the data importer): Cohesity, Inc.

Address: 300 Park Avenue, San Jose, CA 95110, USA

Appendix 1 to the Standard Contractual Clauses

This Appendix forms part of the SCCs.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

The Customer, which is the legal entity that has agreed the SCCs as data exporter.

Data importer

The data importer is (please specify briefly activities relevant to the transfer):

The legal entity that has agreed the SCCs as data importer, and who is providing Products or Services to the Customer under the Agreement.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

Subject to any terms in the Agreement to the contrary, Customer and Customer’s Users may submit Personal Data to the Services, the extent of which is determined and controlled by Customer or Customer’s User(s), as the case may be, in its and their sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Customer’s Users (who are natural persons)
- Other Data Subjects whose Personal Data is provided to Cohesity by Customer hereunder

Categories of data

The personal data transferred concern the following categories of data (please specify):

Subject to any terms in the Agreement to the contrary, Customer and Customer’s Users may submit Personal Data to the Services, the extent of which is determined and controlled by Customer or Customer’s User(s), as the case may be, in its and their sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- Personal information such as first and last name, date of birth, employment information (like job title or prior work history or experience), contact information (work email, work phone number, work physical address or location), pictures to the extent each is personal data
- Unique identifiers such as ID data, IP address, or other internet data to the extent each is personal data
- User names/passwords to the extent Personal Data

Special categories of data (if applicable)

The personal data transferred may concern the following special categories of data (please specify):

Subject to any terms in the Agreement to the contrary, Customer and Customer’s Users may submit special categories of data to the Services, the extent of which is determined and controlled by Customer or Customer’s User(s), as the case may be, in its and their sole discretion, and which is for the sake of clarity Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the Processing of data concerning health or sex life.

Processing operations

The personal data transferred will be subject to the following basic Processing activities (please specify): Cohesity will Process Personal Data as reasonably contemplated by the Agreement, including Processing initiated by Users in their use of the Services and Processing to comply with other reasonable documented instructions provided by Customer (e.g., via email) consistent with the Agreement.

General Customer Obligations

Customer shall have sole responsibility for (i) the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data, (ii) ensuring appropriate security measures are applied to the Personal Data before and during Processing, including without limitation (a) not including Personal Data in headers or other general transit information; (b) properly implementing SSL or other encryption appropriate to the nature of content being transmitted, and (c) obtaining lawful valid consent from Data Subjects for Processing (including explicit notification of and consent to Processing and storage out of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom by Cohesity).

Appendix 2 to the Standard Contractual Clauses

This Appendix forms part of the SCCs.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Data importer uses commercially reasonable practices including technical and organisational measures to secure Customer Data, including – as applicable – firewalls, encryption and security measures designed to restrict and protect access to personal data. Data importer will not materially decrease the overall security of the services during the term of the Agreement.

SCHEDULE 3 – SERVICES

1. Helios SaaS