

## DATA PROCESSING AND SECURITY AGREEMENT

This Data Processing and Security Agreement (“**DPSA**”) is made between the Company and Supplier, each as set forth below, collectively referred to as the “**Parties**.”

In consideration of the mutual promises and covenants contained herein and of other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

This DPSA shall apply to the Supplier’s provisioning of services to Us, as set forth in a separate services agreement executed by the Parties regarding the delivery of products and/or services to the Company (the “**Agreement**”).

### I. EXECUTION

The Parties have caused this DPSA to be duly executed by its authorized representative.

<b>Company:</b> _____	<b>Supplier:</b> _____
Business Address:	Business Address:
Signature:	Signature:
Print Name:	Print Name
Title:	Title:
Date:	Date:

For purposes of notices provided under this DPSA, unless otherwise set forth in the Agreement, each Party’s contact person will be as follows:

<b>Company Contact Person:</b>	<b>Supplier Contact Person:</b>
Name:	Name:
Position/ Job Title:	Position / Job Title:
Contact Details (including email):	Contact Details (including email):

## II. DEFINITIONS

All capitalized term shall have the meaning ascribed to them as set forth below.

<p><b>“Controller,” “Data Subject,” “Personal Data,” “Personal Data Breach,” “Process/Processing,” “Processor,” “Special Categories of Data,” and “Supervisory Authority”</b></p>	<p>shall have the same meaning as in the Data Protection Laws.</p>
<p><b>“Adequacy Decision”</b></p>	<p>means a decision issued by a competent authority that a third country, a territory or one or more specified sectors within that third country, or an international organisation ensures an adequate level of protection, such that Personal Data can be transferred there without the need for a Transfer Mechanism.</p>
<p><b>“Affiliate”</b></p>	<p>means, as to any entity, any other entity that, directly or indirectly, controls, is controlled by or is under common control with such entity.</p>
<p><b>“Argentine Model Clauses”</b></p>	<p>means the Model Agreement of International Transfer of Personal Data for the case of Provision of Services (<i>Contrato modelo de transferencia internacional de datos personales con motivo de prestación de servicios</i>) (reference: EX-2016-00311578- -APN- DNPDP#MJ-Anexo II) approved by the Dirección Nacional de Protección de Datos Personales on 2 November 2016.</p>
<p><b>“California Consumer Privacy Act” or “CCPA”</b></p>	<p>means Cal. Civ. Code § 1798.100, et seq., as amended, and any rules or regulations promulgated thereunder or in relation thereto. For clarity, references to CCPA include the California Privacy Rights Act (“<b>CPRA</b>”) of 2020 (Proposition 24), which amends the CCPA, and all rules or regulations promulgated thereunder or in relation thereto.</p>
<p><b>"Data Protection Laws"</b></p>	<p>means EU Data Protection Laws, US Federal and State laws, including but not limited to the CCPA, and, to the extent applicable, the data protection or privacy laws of any other country.</p>
<p><b>“Data Subject”</b></p>	<p>means an identified or identifiable natural person, household or device (including, without limitation, a “data subject” as defined under GDPR, a “consumer” as</p>

	defined under applicable US Data Protection Laws).
<b>“Data Subject Request”</b>	means any communication, inquiry, request, or complaint received from or relating to a Data Subject concerning Personal Data relating to the Data Subject, including (without limitation) a request by a Data Subject to exercise rights available under the Data Protection Laws.
<b>“EEA”</b>	means the European Economic Area and Switzerland.
<b>“End User Customers”</b>	means any customers of Company authorized to use any Company product or service, and/or authorized partners of Company authorized to resell or distribute Our products and services.
<b>“EU GDPR”</b>	means the European Union (EU) General Data Protection Regulation 2016/679.
<b>“Personal Data”</b>	shall have the same meaning as in the Data Protection Laws.
<b>“Regulator”</b>	means any court, tribunal, or governmental agency, body, and/or authority. “Regulator” includes any agency, body, and/or authority that (i) has jurisdiction to supervise and/or enforce the Data Protection Laws, or (ii) has jurisdiction to supervise, regulate, examine, and/or enforce against Company, Supplier, or any ultimate Controller on whose behalf Company may process Personal Data (such as, without limitation, End User Customers). For the avoidance of doubt, “Regulator” includes (without limitation): (i) any independent public authority established by an EU Member State pursuant to Article 51 of the GDPR; (ii) the Federal Trade Commission, the Attorneys General of U.S. states, and the California Privacy Protection Agency.
<b>“Restricted Transfer”</b>	means a Transfer of Personal Data that would be unlawful unless made on the basis of a Transfer Mechanism, such as a Transfer not based on (i) an Adequacy Decision or (ii) a statutory provision authorizing the Transfer (such as, without limitation, a derogation under the GDPR).
<b>“SCCs”</b>	means the EU Standard Contractual Clauses pursuant to

	<p>European Commission Decision of 4 June 2021, Module 2 (Controller to Processor) and Module 3 (Processor to Processor), as applicable, which as executed between the Parties are set forth at <a href="https://www.trellix.com/en-us/assets/docs/legal/dpsa-transfer-mechanisms.pdf">https://www.trellix.com/en-us/assets/docs/legal/dpsa-transfer-mechanisms.pdf</a>, as may be amended from time to time.</p>
<p><b>“Security Breach”</b></p>	<p>means (a) any accidental, unauthorized or unlawful access to, or acquisition, misappropriation, exfiltration, destruction, loss, damage, alteration, use, transmission, disclosure, unavailability of or denial of access to Personal Data; (b) any Personal Data Breach, “breach of the security of the system,” “breach of system security,” “security breach,” or similar event defined and/or regulated under the Data Protection Laws; and/or (c) any other compromise of or relating to the security, integrity, confidentiality, or availability of Personal Data or the systems by which it is processed by Supplier or any Subprocessor.</p>
<p><b>“Sell”</b></p>	<p>means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, an individual’s personal information by the business to another business or a third party for monetary or other valuable consideration. Without limitation, Sell includes “sell,” “selling,” “sale,” or “sold” as defined in Data Protection Laws.</p>
<p><b>“Share”</b></p>	<p>means sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, an individual’s Personal Data to a third party, including, but not limited to, for purposes of Targeted Advertising. Without limitation, Share includes “share,” “shared,” or “sharing” as defined in Data Protection Laws.</p>
<p><b>"Subprocessor"</b></p>	<p>means any Processor (or Service Provider) engaged by the Supplier, or by any such Processor (or Service Provider) of the Supplier, which processes Personal Data.</p>
<p><b>“Targeted Advertising”</b></p>	<p>means the targeting or displaying of advertising to a Data Subject based on Personal Data obtained or inferred from the Data Subject’s activity over time or across Businesses, distinctly branded websites, applications, or services, other than the Business, distinctly branded</p>

	<p>website, application, or service with which the individual intentionally interacts, including (without limitation) when such Personal Data is used to predict the Data Subject’s preferences or interests. Without limitation, Targeted Advertising includes “cross-context behavioral advertising” as defined in CPRA, and “targeted advertising” as is defined in other Data Protection Laws (such as, without limitation, those enacted by Colorado, Utah, and Virginia).</p>
<p><b>“Transfer”</b></p>	<p>means the transfer, disclosure, dissemination, or making accessible or available of Personal Data to any person, organization or system located in a country or jurisdiction other than the country or jurisdiction where the Personal Data originated from.</p>
<p><b>“Transfer Mechanism(s)”</b></p>	<p>means (i) the SCCs (including as supplemented and amended by the UK Addendum and Swiss Addendum set forth herein), and the Argentine Model Clauses, each as may be modified or replaced from time to time, (ii) any substitute or successor mechanism for the foregoing, and (iii) any similar mechanism to the foregoing (such as, without limitation, a successor to the EU-U.S. Privacy Shield Framework), and (iv) such other contractual clauses that may be adopted or required by applicable privacy and data protection authorities from time to time to enable the lawful transfer of Personal Data across jurisdictions.</p>
<p><b>“UK Addendum”</b></p>	<p>means version B1.0 of the document entitled “International Data Transfer Addendum to the EU Commission Standard Contractual Clauses” as issued by the UK Information Commissioner under s119A(1) of the UK Data Protection Act 2018, in force 21 March 2022, or such alternative as may be approved by the UK Information Commissioner from time to time, the Mandatory Terms (as defined in the UK Addendum) of which executed between the Parties are set forth at <a href="https://www.trellix.com/en-us/assets/docs/legal/dpsa-transfer-mechanisms.pdf">https://www.trellix.com/en-us/assets/docs/legal/dpsa-transfer-mechanisms.pdf</a>.</p>
<p><b>“UK GDPR”</b></p>	<p>means European Union (EU) General Data Protection Regulation 2016/679 as it forms part of the laws of the United Kingdom and related UK legislation concerning data protection (each as may be amended from time to time)</p>

### III. GENERAL TERMS

#### 1. Details of the Processing Activities

The Parties acknowledge and agree that (a) We are the Controller and/or Business (or similar concept under other applicable Data Protection Laws) and the Supplier is our Processor and/or Service Provider (or similar concept under applicable Data Protection Laws), or, as applicable, (b) We are a Processor and/or Service Provider acting on behalf of an ultimate Controller(s) (such as, without limitation, End User Customers) and Supplier is our Subprocessor. Where We are a Processor, the Parties agree We may require Supplier to perform its obligations under this DPSA and/or applicable law directly with the ultimate Controller(s).

The description of the Personal Data and the processing carried out by the Supplier under this DPSA is set forth in Schedule 1.

#### 2. Obligations of the Supplier

The Supplier agrees, warrants and covenants:

(a) to process Personal Data only:

(1) at all times in compliance with Data Protection Laws and this DPSA, and solely on behalf of Us and in accordance with its documented instructions, unless otherwise required by Data Protection Laws. For purposes of this DPSA, the Parties agree that the Agreement and this DPSA constitute Company's initial written instructions to Supplier; and

(2) for the sole purpose of executing the Agreement or as otherwise instructed by Us, and not for the Supplier's own purposes or other commercial exploitation. For clarity, Supplier will not collect, retain, use, or disclose Personal Data for any purpose other than as necessary for the specific purpose of processing Personal Data, including collecting, retaining, using, or disclosing Personal Data for a commercial purpose other than providing and enhancing Products and Services. Without limiting the foregoing, Supplier will not, except as permitted by the Agreement and Data Protection Laws: (i) use Personal Data for the purpose of providing services to another person or entity, except ; (ii) Sell or Share Personal Data; (iii) collect, use, disclose, or otherwise process Personal Data for Targeted Advertising; (iv) combine or commingle Company's Personal Data with Personal Data that Supplier receives from or on behalf of another company(ies), person(s), or Data Subject(s), or that Supplier collects from its own interaction(s) with other company(ies), person(s), or Data Subject(s).

(b) if it is legally required to process Personal Data otherwise than as instructed by Us, to notify Us and the Data subject before such processing occurs, unless the Data Protection Law requiring such processing prohibits the Supplier from notifying Us on an important ground of public interest, in which case it shall notify Us as soon as that Data Protection Law permits it to do so. Further, if Supplier determines it has not met or can no longer meet its obligations under Data Protection Laws or this DPSA, (i) Supplier will immediately provide written notice thereof to Company, and (ii) Company has the right to take any steps it deems reasonable and appropriate to stop and remediate any unauthorized use or processing of Personal Data, including (without limitation) by terminating

the Agreement or any Service provided thereunder;

- (c) that, having taken into account the state of the art, the costs of implementation, and the nature, scope, contexts, and purposes of the processing, and the risks to Personal Data and the rights and freedoms of Data Subjects, the Supplier has implemented, and will at all times maintain, comply with and enforce, a written privacy and information security program comprising reasonable and appropriate technical, organizational, and physical measures to ensure a reasonable level of security appropriate to the risk, and which complies with applicable Data Protection Laws. Without limiting the foregoing, Supplier (i) has implemented, and will at all times maintain, comply with and enforce, technical and organizational measures that are in accordance with those set forth in the International Organization for Standardization (ISO 27001, ISO 27018 or its equivalent or superseding standard to protect Personal Data, and (ii) will comply at all times with the Trellix Supplier Security Addendum set forth at <https://www.trellix.com/en-us/assets/docs/legal/dpsa-supplier-security-addendum.pdf>
- (d) that, in addition to (and without limiting) any confidentiality obligations in the Agreement, Supplier will treat all Personal Data as confidential information, subject to at least the level of confidentiality and protection Supplier applies to its own confidential information, and will not disclose such confidential information without Our prior written consent except:
  - (1) to those of its personnel who need to know and/or have access to the confidential information to carry out the Services; and
  - (2) where it is required by a court, governmental or public authority, or legal process to disclose and/or grant access to Personal Data, or where there is otherwise a statutory or other obligation to do so; provided, however, that in all such cases (i) Supplier will first give Us notice thereof to enable Us (and/or the applicable Controller, if We are not the Controller) to contest the disclosure of Personal Data, seek a protective order, or otherwise seek an appropriate remedy; (ii) Supplier will take legal action against any compelled disclosure of or access to Personal Data, and to refrain from disclosing and/or granting access to the Personal Data to public or governmental authorities, or other third parties, until a competent court of last instance has ordered the Personal Data to be disclosed; and (iii) if ultimately compelled to disclose and/or grant access to Personal Data, disclose and/or grant access to only the minimum extent necessary to comply with such court order or other obligation;
- (e) to take reasonable steps to ensure that its personnel (including those of any Subprocessors) who have access to the Personal Data (i) are subject to a code of conduct and an ethic guide substantially compliant with Our code of conduct available at <https://www.trellix.com/en-us/assets/docs/legal/code-of-conduct.pdf>; (ii) are informed of the confidential nature of Personal Data and subject to a legally binding obligation to keep such Personal Data confidential; and (iii) are aware of and comply with the Supplier's duties and their personal duties and obligations under this DPSA;
- (f) that it will immediately inform Us of any instruction which, in its opinion, infringes or would require processing that violates applicable law; and will promptly, and at least within 24 hours, notify Us about:
  - (1) any instruction which, in its opinion, infringes applicable law;
  - (2) any actual or imminent Security Breach (with notice directly sent to [trellixsoc.report@trellix.com](mailto:trellixsoc.report@trellix.com), in addition to other notices sent per Section 8(e));

- (3) any Data Subject Request received by the Supplier or a Subprocessor, without responding to that request unless authorized to do so by Us; and
  - (4) any change in legislation applicable to the Supplier or a Subprocessor which is likely to have a substantial adverse effect on the warranties, obligations and covenants set out in this DPSA;
- (g) that upon discovery of any Security Breach, it shall (i) immediately take action to contain, mitigate the effects of, remediate harm(s) from, and prevent any further Security Breach; and (ii) provide Us with full and prompt cooperation and assistance in relation to any investigation, mitigation, and/or remediation We may undertake, including with any notifications that We require to make as a result of the Security Breach. Supplier will reimburse Company for any costs and/or expenses incurred in connection with (i) conducting an investigation(s) (including any forensic investigation) relating to the Security Breach and remediating the cause(s) thereof; (ii) notifications or reports provided to Data Subjects, Regulator(s), or any other third party(ies); (iii) the provision of credit monitoring, fraud or identity theft protection, and/or call centers relating to the Security Breach; (iv) responding to inquiries, investigations, or proceedings by a Regulator, Data Subject, or any other third party(ies); and (v) any other costs and/or expenses incurred in connection with the investigation, remediation, or mitigation of the Security Breach;
- (h) to provide Us with full and prompt cooperation as requested by Us in relation to our compliance with applicable law, including applicable Data Protection Law. This includes, without limitation:
- (1) upon receipt of a Data Subject Request, Supplier will (a) notify Us thereof within 48 hours and provide a copy of the Data Subject Request; (b) provide Us with any Personal Data Supplier holds in relation to a Data Subject (including, if required, in a commonly used, structured, electronic, and machine-readable format), along with any information We request relating to Supplier's processing of the relevant Personal Data; and (c) where authorized by Us, comply with and fulfill the Data Subject Request in accordance with Our instructions;
  - (2) Supplier will provide Us with full and prompt cooperation and assistance in relation to any data protection impact assessment, transfer impact assessment, or regulatory consultation that We (and/or the Controller, if We are not the Controller) undertake in respect of Personal Data;
- (i) upon Our request, Supplier will provide written responses to Our requests for information, as well as supporting evidence, as is necessary to demonstrate that the Supplier is complying with its obligations under this DPSA (including relevant portions of Supplier's records of Processing activities) and Data Protection Laws, and appoint and identify to Us, an individual to support Us in monitoring Supplier's compliance with this DPSA;
- (j) at Our request, to submit its data processing processes, systems, facilities, and personnel for audits and inspections of the processing activities covered by this DPSA, which shall be carried out by (i) Us (or the Controller, if We are not the Controller); (ii) a Regulator; or (iii) any independent or impartial inspection agents or auditors selected by Us (or the Controller, if We are not the Controller) and not objected to by the Supplier (provided that Supplier's objection, if any, must be commercially reasonable). We may provide any audit reports to a Controller (such as, e.g. End User Customers).
- (k) that Supplier shall maintain an accurate, up-to-date, and exhaustive list of Subprocessors. As of the Effective Date, Supplier's Subprocessor list is attached hereto as *Appendix 3*, and We hereby consent



to Supplier's use of the Subprocessors set forth in *Appendix 3*. Supplier shall require all Subprocessors to abide by the same obligations as the Supplier under this DSPA. The Supplier warrants, agrees, and covenants it will always remain responsible for compliance with the terms of the Agreement and DSPA by Subprocessors. Supplier shall inform Us in writing at least thirty (30) days in advance of any new, additional, or replacement Subprocessors the Supplier intends to engage, in each case providing (i) the geographic location(s) of the Subprocessor and of its contemplated processing of Personal Data, (ii) a description of the services and processing the Subprocessor will carry out; and (iii) proof that the Subprocessor has implemented appropriate data protection safeguards. We may object to the engagement of any new Subprocessor, but shall not do so unreasonably; if We object, Supplier will continue to provide the Services to Us while working reasonably and in good faith with Us to reach an amicable resolution to Our objection. If Supplier is unable to address the concern(s) giving rise to Our objection to Our reasonable satisfaction within a reasonable time, We may terminate the Agreement or any Service provided thereunder, in whole or in part.

- (l) upon request, to promptly send to Us a copy of any terms relating to the privacy, protection, security, or processing of data (including, but not limited to, measures, controls, certifications, and transfer mechanisms), and any terms relating to confidentiality, contained in and/or otherwise binding under an agreement Supplier concludes with a Subprocessor, in each case redacted as necessary to remove any financial or sensitive proprietary information between Supplier and Subprocessor.

### **3. Liability**

Notwithstanding anything contained in the Agreement to the contrary, nothing in the in the Agreement will be read or interpreted in any way to limit the Supplier's liability for breach of this DSPA.

### **4. International Data Transfer**

- (a) Supplier represents, warrants, and covenants that any Transfers of Personal Data made by or on behalf of Supplier or any Subprocessor will comply with Data Protection Laws and Transfer Mechanisms posted at <https://www.trellix.com/en-us/assets/docs/legal/dpsa-transfer-mechanisms.pdf>; subject to the terms of this DSPA, We authorize Supplier to Transfer Personal Data.
- (b) Restricted Transfers from the EEA. If Restricted Transfers of Personal Data subject to the EU GDPR are made by or on behalf of Company to Supplier or any Subprocessor, the Parties agree that all such Transfers shall be governed by the SCCs, which are hereby executed and entered into by and between by and between Company and Supplier. To the extent that We are the Controller, the terms and conditions of Module 2 of the SCCs (Controller to Processor) govern the Restricted Transfer. To the extent that We are a Processor, the terms and conditions of Module 3 of the SCCs (Processor to Processor) govern the Restricted Transfer.
- (c) Restricted Transfers from the UK. If Restricted Transfers of Personal Data subject to the UK GDPR are made by or on behalf of Company to Supplier or any Subprocessor, the Parties agree that all such Transfers shall be governed by the SCCs as supplemented and amended by the UK Addendum, which are hereby executed and entered into by and between by and between Company and Supplier. To the extent that We are the Controller, the terms and conditions of Module 2 of the SCCs (Controller to Processor), as supplemented and amended by the UK Addendum, govern the Restricted Transfer. To the extent that We are a Processor, the terms and conditions of Module 3 of the SCCs (Processor to

Processor), as supplemented and amended by the UK Addendum, govern the Restricted Transfer.

- (d) Restricted Transfers from Switzerland. If Restricted Transfers of Personal Data subject to the Swiss DPA are made by or on behalf of Company to Supplier or any Subprocessor, the Parties agree that all such Transfers shall be governed by the SCCs as supplemented and amended by the Swiss Addendum to SCCs (attached as Schedule 5), which are hereby executed and entered into by and between by and between Company and Supplier. To the extent that We are the Controller, the terms and conditions of Module 2 of the SCCs (Controller to Processor), as supplemented and amended by the Swiss Addendum, govern the Restricted Transfer. To the extent that We are a Processor, the terms and conditions of Module 3 of the SCCs (Processor to Processor), as supplemented and amended by the Swiss Addendum, govern the Restricted Transfer.
- (e) Restricted Transfers from Argentina. If Restricted Transfers of Personal Data subject to Argentine law are made by or on behalf of Company to Supplier or any Subprocessor, the Parties agree that all such Transfers shall be governed by the Argentine Model Clauses, which are hereby executed and entered into by and between Company and Supplier and incorporated into this DPSA by reference. The Annex to the Argentine Model Clauses is attached hereto as Schedule 6.
- (f) Subprocessor Agreements. The Supplier will provide to Us without undue delay a copy of the relevant Transfer Mechanism and/or related data privacy, data protection, data security, and/or data processing provisions with its Subprocessors upon request.
- (g) In the event of inconsistencies between the provisions of the Transfer Mechanisms and this DPSA or the Agreement, the Transfer Mechanisms shall take precedence to the extent required by Data Protection Laws. In the event that the Transfer Mechanisms are amended or replaced under Data Protection Laws, or if additional terms are required under applicable law to continue the lawful transfer of Personal Data contemplated under the Agreement, the Parties hereby deem such amended or replacement Transfer Mechanisms and terms incorporated herein by reference to the greatest extent permitted under applicable law; and the Transfer Mechanisms posted at <https://www.trellix.com/en-us/assets/docs/legal/dpsa-transfer-mechanisms.pdf> will be updated accordingly. If the Transfer Mechanisms are repealed, or in the event that new transfer mechanisms are adopted, Supplier shall work together with Company in good faith, including by entering into any required agreements or other instruments, to enable Transfers of Personal Data to, in Company's reasonable determination, comply with Data Protection Laws.

## 5. Allocations of Cost

Each Party shall perform its obligations under this DPSA at its own cost.

## 6. Term and Termination

- (a) This DPSA shall remain in full force and effect from its Effective Date as long as the Agreement remains in effect. The Parties agree that Personal Data will be processed by the Supplier for the duration of the Services under the Agreement. Notwithstanding the foregoing (and without prejudice to any survival provisions contained in the Agreement), and notwithstanding any termination of the Agreement, any Service, or this DPSA, Supplier agrees and covenants to comply with this DPSA for as long as any Personal Data remains in Supplier's (or, for the avoidance of doubt, any Subprocessor's) possession, custody, or control.

- (b) The parties agree that upon termination of the Services in so far as they relate to Personal Data, the Supplier and all Subprocessors shall, at Our choice, return all Personal Data and the copies thereof to Us in a commercially standard format, or securely and irretrievably destroy all Personal Data and certify to Us they have done so, unless Data Protection Laws to which the Supplier or a Subprocessor are subject prevent the Supplier or Subprocessor from returning or destroying all or part of the Personal Data. In such a case, the Supplier warrants and covenants that it will (i) process such Personal Data solely for purposes of storage and for complying with the provision of applicable Data Protection Law that prevents the return and/or destruction of the Personal Data, and will (ii) return and/or destroy the Personal Data as requested by Us as soon as the legal obligation to not return or destroy the information is no longer in effect.

## **7. Records and Proofs**

The Supplier warrants and covenants that it will keep records concerning its security, and organizational technical measures as well as records on any security incident affecting Personal Data. Such records shall be made available in a standard format immediately exploitable and available for inspection, upon Our request in the course of a security check or in the framework of an audit.

## **8. Miscellaneous**

- (a) In the event of inconsistencies between the provisions of this DPSA and the Agreement, the provision most protective for Personal Data shall prevail.
- (b) Should any provision or condition of this DPSA be held or declared invalid, unlawful, or unenforceable by a competent authority or court, then the remainder of this DPSA shall remain valid. Such an invalidity, unlawfulness or unenforceability shall have no effect on the other provisions and conditions of this DPSA to the maximum extent permitted by law. The provision or condition affected shall be construed either: (i) to be amended in such a way that ensures its validity, lawfulness and enforceability while preserving the Parties' intentions, or if that is not possible, (ii) as if the invalid, unlawful or unenforceable part had never been contained in this DPSA.
- (c) Any amendments to this DPSA shall be in writing duly signed by authorized representatives of the Parties hereto.
- (d) This DPSA supersedes all prior understandings and agreements relating to the protection of Personal Data and compliance with Data Protection Laws.
- (e) Notices and other communications under this DPSA, including instructions, shall be made in accordance with the Notices provision of the Agreement.

*-Schedule 1 follows this page-*

**SCHEDULE 1**

**Schedule 1-A: List of Parties**

For purposes of the SCCs, the Parties agree as follows:

<b>Data Exporter</b>	<b>Data Importer</b>
Name: <b>Company</b> Address: <b>See DSPA, Section I</b> Contact person’s name, position and contact details: <b>See DSPA, Section I</b> Activities relevant to the data transferred under the SCCs: <b>All activities permitted under the Agreement</b> Signature and date: <b>See DSPA, Section I</b>  Role (controller/processor): <input type="checkbox"/> Controller <input type="checkbox"/> Processor	Name: <b>Supplier</b> Address: <b>See DSPA, Section I</b> Contact person’s name, position and contact details: <b>See DSPA, Section I</b> Activities relevant to the data transferred under the SCCs: <b>All activities permitted under the Agreement</b> Signature and date: <b>See DSPA, Section I</b>  Role: <input type="checkbox"/> Processor <input type="checkbox"/> Subprocessor

**Schedule 1-B: Description of the Processing (and/or Description of Transfers for purposes of the Transfer Mechanisms)**

<b><u>Subject Matter:</u></b>
The subject matter of the processing is set forth in the Agreement.
<b><u>Data Subjects:</u></b>
The Personal Data Processed concerns the following categories of Data Subjects (please specify): <input type="checkbox"/> Past, present and prospective Company employees and staff (including job candidates, volunteers, agents, independent contractors, interns, temporary and casual workers) (“ <b>Employees</b> ”), and relatives, dependents, beneficiaries, parents and guardians of Employees <input type="checkbox"/> Past, present, and prospective customers of Company and/or past, present, and prospective staff and any individual users or representatives of any corporate or business customers or authorized partners (including employees, volunteers, agents, independent contractors, interns, temporary and casual workers, or other representatives of corporate or business customers or partners (“ <b>Customers</b> ”) <input type="checkbox"/> Past, present, and prospective staff and other representative of vendors or suppliers, including employees, volunteers, agents, independent contractors, interns, temporary and casual workers, or other representatives of corporate or business customers or partners (“ <b>Suppliers</b> ”) <input type="checkbox"/> Visitors to websites owned and operated by Company (“ <b>Other End Users</b> ”)

Other (please specify) \_\_\_\_\_

**Categories of Personal Data:**

The Personal Data Processed concerns the following categories of data (please specify):

- Contact details: first and last name; personal and business contact information such as personal and business email address, personal and business telephone number (including mobile telephone number), facsimile, personal and business address; date of birth, place of birth, nationality, photograph, supplier/customer/client ID
- Professional details: job title; employer, academic and professional qualifications, data related to transactions involving goods and services
- Identifiers: tax ID, government identification number, employer identification number
- Content: photos, texts, and similar content provided for websites, conferences, meetings, and other uses
- Financial data: bank account number, payment information (including any payment card data), bank details
- IT and Registration data: including first and last name, login/password, affiliated organization, computer ID, user ID and password, domain name, IP address, log files, software and hardware inventory, browser type, software and hardware usage pattern tracking information, clickstream and navigation data; information collected by cookies and other online tracking technologies (such as pages visited, language preferences, etc.), web and email traffic, file names and content, access credentials, cookies, geolocation of devices, and language preferences
- Lifestyle: hobbies, social activities, holiday preferences
- Data needed to provide products and services: including the monitoring of children, web activating, blocking of sites (including customisations), time limits set by responsible users for children, and other details as necessary for the provision of the information security products and services
- Other (please specify) \_\_\_\_\_

The Personal Data Processed concerns the following sensitive / special categories of Personal Data (please specify, or indicate N/A):

- N/A
- Personal Data revealing criminal convictions or offences, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership
- Genetic data
- Biometric data
- Data concerning health
- Data concerning children (i.e. individuals who have not reached the legal age of majority)

<input type="checkbox"/> Data concerning a natural person's sex life or sexual orientation
<b><u>Nature of Processing:</u></b>
<p>The Personal Data processed will be subject to the following, to the extent permitted under Data Protection Laws, the Agreement, and the DPSA (please select all that apply):</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Receiving data, including collection, accessing, retrieval, recording, and data entry</li> <li><input type="checkbox"/> Holding data, including storage, organization and structuring</li> <li><input type="checkbox"/> Using data, including analyzing, consultation, testing, automated decision making and profiling</li> <li><input type="checkbox"/> Updating data, including correcting, adaptation, alteration, alignment and combination</li> <li><input type="checkbox"/> Protecting data, including restricting, encrypting, and security testing</li> <li><input type="checkbox"/> Sharing data, including disclosure, dissemination, allowing access or otherwise making available</li> <li><input type="checkbox"/> Returning data to the data exporter or Data Subject</li> <li><input type="checkbox"/> Erasing data, including destruction and deletion</li> <li><input type="checkbox"/> Other (please specify) _____</li> </ul>
<b><u>Purpose of Processing:</u></b>
<p>The Personal Data will be used for the primary purpose of Supplier's provision of Services in accordance with the Agreement.</p>
<b><u>Duration of Processing:</u></b>
<ul style="list-style-type: none"> <li><input type="checkbox"/> Limited to the term of the Agreement (except as permitted by the DPSA).</li> <li><input type="checkbox"/> Other: Please specify period and/or criteria used to determine the period: _____</li> </ul>
<b><u>Frequency of Transfers:</u></b> <i>(the frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis))</i>
<ul style="list-style-type: none"> <li><input type="checkbox"/> N/A</li> <li><input type="checkbox"/> One-off</li> <li><input type="checkbox"/> On-going</li> <li><input type="checkbox"/> In accordance with the specifications described under the Agreement</li> </ul>

-Schedule 2 follows this page-

### SCHEDULE 2 – LIST OF SUBPROCESSORS

Company consents to Supplier’s engagement of the following Subprocessors. If this Schedule remains unfilled, the Supplier represents and warrants to Company that, as of the Effective Date, Supplier is not using any Subprocessors.

Name of Subprocessor	Contact Person’s Name, Position and Contact Details	Personal Data to be Processed	Subprocessor Address and Location(s) of Processing	Processing Activities

*-Schedule 3 follows this page-*

**SCHEDULE 3 - TECHNICAL AND ORGANIZATIONAL SECURITY MATTERS**

Supplier will comply with the Trellix Supplier Security Addendum set forth at <https://www.trellix.com/en-us/assets/docs/legal/dpsa-supplier-security-addendum.pdf>.

*-Schedule 4 follows this page-*



**SCHEDULE 4:  
UK ADDENDUM TO SCCS - TABLES**

VERSION B1.0, IN FORCE 21 MARCH 2022

This Addendum has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

**PART 1: TABLES**

*Table 1: Parties*

<b>Start date</b>	The start date of this DPSA	
<b>The Parties</b>	<b>Exporter(s) (who send the Restricted Transfer)</b>	<b>Importer(s) (who receive the Restricted Transfer)</b>
<b>Parties' details</b>	<p><b>Full legal name:</b> (That of the Company, as set forth in the DPSA)</p> <p><b>Trading name (if different):</b> (That of the Company, as set forth in the DPSA)</p> <p><b>Main address (if a company registered address):</b> (That of the Company, as set forth in the DPSA)</p> <p><b>Official registration number (if any) (company number or similar identifier):</b> (That of the Company, as set forth in the DPSA)</p>	<p><b>Full legal name:</b> (That of the Supplier, as set forth in the DPSA)</p> <p><b>Trading name (if different):</b> (That of the Supplier, as set forth in the DPSA)</p> <p><b>Main address (if a company registered address):</b> (That of the Supplier, as set forth in the DPSA)</p> <p><b>Official registration number (if any) (company number or similar identifier):</b> (That of the Supplier, as set forth in the DPSA)</p>
<b>Key Contact</b>	<p><b>Full Name (optional), Job Title, and Contact details including email:</b> (Those of the Company, as set forth in the DPSA)</p>	<p><b>Full Name (optional), Job Title, and Contact details including email:</b> (Those of the Supplier, as set forth in the DPSA)</p>

**Table 2: Selected SCCs, Modules and Selected Clauses**

<b>Addendum EU SCCs</b>	<p><b><u>The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information:</u></b></p> <p><b>Date:</b> the date of this DPSA</p> <p><b>Reference (if any):</b> As set forth at <a href="https://www.trellix.com/en-us/assets/legal/dpsa-transfer-mechanisms.pdf">https://www.trellix.com/en-us/assets/legal/dpsa-transfer-mechanisms.pdf</a></p> <p><b>Other identifier (if any):</b> -</p>
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**Table 3: Appendix Information**

“**Appendix Information**” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

<b>Annex 1A: List of Parties:</b>	(As set forth in Schedule 1)
<b>Annex 1B: Description of Transfer:</b>	(As set forth in Schedule 1)
<b>Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data:</b>	(As set forth in Schedule 3)
<b>Annex III: List of Sub processors (Modules 2 and 3 only):</b>	(As set forth in Schedule 2)

**Table 4: Ending this Addendum when the Approved Addendum Changes**

<b>Ending this Addendum when the Approved Addendum changes</b>	<p>Which Parties may end this Addendum as set out in Section <b>Error! Reference source not found.</b>:</p> <p><input type="checkbox"/> Importer</p> <p><input checked="" type="checkbox"/> <b><u>Exporter</u></b></p> <p><input type="checkbox"/> neither Party</p>
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-Schedule 5 follows this page-

**SCHEDULE 5  
SWISS ADDENDUM TO SCCs**

For purposes of Restricted Transfers subject to the Swiss DPA made by or on behalf of Company to Supplier or any Subprocessor, the Parties agree that solely in respect of such Restricted Transfers, the SCCs are modified as follows:

**Supervisory Authority**

1. The Swiss Federal Data Protection and Information Commissioner (FDPIC) is the exclusive Supervisory Authority.

**Applicable Law for contractual Claims under Clause 17**

2. The applicable law shall be Swiss law or the law of a country that allows and grants rights as a third-party beneficiary for contractual claims regarding Transfers subject to the Swiss DPA.

**Place of Jurisdiction for Actions between the Parties pursuant to Clause 18 b**

3. The choice of forum and jurisdiction shall be the courts of the location where the data exporter is established.

**Adjustments or Additions concerning the Place of Jurisdiction for Actions brought by Data Subjects**

4. The term "Member State" must not be interpreted in such a way as to exclude Data Subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18 c.

**Adjustments or Additions regarding References to the EU GDPR**

5. The references to the EU GDPR should be understood as references to the Swiss DPA.

**Supplement until the entry into force of the revised Swiss DPA**

6. The clauses of the Addendum Standard Contractual Clauses also protect the data of legal entities until the entry into force of the revised Swiss DPA.

*-Schedule 6 follows this page-*

**SCHEDULE 6**  
**ANNEX A TO ARGENTINE MODEL CLAUSES**

<b>Titulares de los datos</b>	<b>Data owners</b>
<p>Los datos personales transferidos se refieren a las siguientes categorías de titulares de los datos:</p> <p><i>Consulte la descripción de la transferencia adjunta en Schedule 1.</i></p>	<p>The personal data transferred concern the following categories of data owners:</p> <p><i>Please refer to the attached “Description of Transfer” in Schedule 1</i></p>
<b>Características de los datos</b>	<b>Characteristics of the data</b>
<p>Los datos personales transferidos se refieren a las siguientes categorías de datos:</p> <p><i>Consulte la descripción de la transferencia adjunta en Schedule 1.</i></p>	<p>The personal data transferred concern the following categories of data:</p> <p><i>Please refer to the attached “Description of Transfer” in Schedule 1</i></p>
<b>Tratamientos previstos y finalidad</b>	<i>Refer to Appendix 1, Schedule 1</i> <b>Purpose of the data processing to be conducted:</b>
<p>Los datos personales transferidos serán sometidos a los siguientes tratamientos y finalidades:</p> <p><i>Consulte la descripción de la transferencia adjunta en Schedule 1.</i></p>	<p>The transferred personal data will be subject to the following processing and purposes:</p> <p><i>Please refer to the attached “Description of Transfer” in Schedule 1</i></p>

-END OF DPSA-