ROCKET SOFTWARE
DATA PROCESSING ADDENDUM

Parties

This Rocket Software Data Processing Addendum (this "Addendum") is entered into by and between:

A.   The Rocket Software entity ("Rocket Software") that has entered into the Agreement (as defined below) acting on its own behalf; and

B.   The customer being the contracting party (the "Customer") to the Agreement.

1. Preamble

1.1   This Addendum supplements and forms part of the agreement between Rocket Software and Customer under which Rocket Software shall carry out certain Services ("Agreement") provided that the Services include the processing of personal data and Data Protection Laws apply to Rocket Software's provision, or Customer's use, of the Services.

1.2   This Addendum supplements, and does not relieve, replace, or remove either party's obligations under Data Protection Laws.

1.3   This Addendum does not replace any rights or obligations relating to processing of Customer data contained in the Agreement. However, in the event of a conflict or inconsistency between the Agreement and this Addendum, the Addendum shall prevail.

1.4   Except as modified hereby, the Agreement remains in full force and effect. Should the parties to this Addendum have executed any data processing agreement or addendum previously, this Addendum hereby replaces and supersedes such previous data processing agreement or addendum, and the parties agree that this Addendum shall contain the entire understanding of the parties with regard to any processing of personal data.

1.5   In relation to the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail to the extent of any conflict with any provision in this Addendum.

1.6   The parties hereby agree to comply with the terms of this Addendum.

2. Definitions

2.1   "Affiliate" means a legal entity that owns or controls, is owned or controlled by, or is under common control or ownership through ownership of 51% or more of its equity or votes or ability to control the board.

2.2   "Data Protection Laws" means all applicable laws and regulations relating to personal data, privacy, protection, cybersecurity which Rocket Software is subject to, including but not exhaustively, (a) the EU General Data Protection Regulation 2016/679 ("GDPR"), (b) the GDPR as it forms part of the laws of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union Withdrawal Act and the UK Data Protection Act 2018, (c) the Swiss Federal Act on Data Protection 2020, (d) the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 ("CCPA"), (e) any other similar laws, rules, regulations in other countries or statutory guidance or practice codes by supervisory authorities with application to Rocket Software and personal data, and (f) implementing and supplemental legislation and regulations, as well as successor laws or rules to any of the aforementioned.

2.3   "personal data" means personal data, personal information, personally identifiable information or covered information related to an identifiable individual (as applicable and defined under Data Protection Laws) and which is processed by Rocket Software as Customer's processor, sub-processor or service provider for and on behalf of Customer in the performance of the Services.

2.4   "Security Breach" means a breach of security leading to the accidental or unauthorized destruction, loss, alteration, unauthorised disclosure of, or access to, personal data.

2.5   "Services" means maintenance support services, consultancy or professional services and the provision of software as a service or any other services provided under the Agreement wherein Rocket Software processes personal data on behalf of Customer.

2.6   "Standard Contractual Clauses" or "SCCs" means the standard contractual clauses for the transfer of personal data from the European Economic Area to processors established in third countries (Controller-to-Processor module and Processor to-Processor module, as applicable) pursuant to the GDPR in the form annexed to the European Commission's Implementing Decision (EU) 2021/914, 4 June 2021, and including (where applicable) the United Kingdom International Data Transfer Addendum March 2022 and any Swiss equivalent of the SCCs, in each case as replaced from time to time.

2.7   "Sub-processor" means any third party (including any Rocket Software Affiliate) appointed by or on behalf of Rocket Software as a sub-contractor to process personal data on behalf of any Customer or Customer Affiliate in connection with the Agreement.

2.8   The terms "controller," "process," "processor," "data subject," and "service provider" have the meanings specified in the applicable Data Protection Laws.

3.   Personal Data Processing Obligations

Allocation of roles of controller and processor of personal data and purpose of processing

3.1   Customer is or shall be regarded as the controller of personal data, and Rocket Software is or shall be regarded as a processor of personal data.

3.2   Customer and Rocket Software shall each process personal data in accordance with the requirements of applicable Data Protection Laws.

3.3   Where Customer is a controller, Customer is responsible for the accuracy, quality, and legality of personal data disclosed to Rocket Software and the means by which Customer acquired personal data, including providing any required notices to, and obtaining any necessary consent from, its data subjects.

3.4   The nature, scope and purpose of the processing by Rocket Software has been set forth in Attachment 2 - Processing Description.

Rocket Software's obligations towards the Customer

3.5   Customer instructs Rocket Software to process personal data for the following purposes:

(i) processing in accordance with the Agreement and any applicable order forms or statements of work;
(ii) processing to provide the Services to Customer; and
(iii) processing to comply with other reasonable instructions provided by the Customer in the form of emails or within a support case (collectively, the "Business Purposes").

3.6   Subject to Clause 12.5, Rocket Software shall only process and use personal data on behalf of and in accordance with Customer's documented and lawful instructions and as Customer and Rocket Software may agree subsequently.

3.7   If, and to the extent that the CCPA is applicable to Rocket Software's processing of personal data under the Agreement, Rocket Software shall (i) not retain, use, or disclose the personal data that it collected for or on behalf of, or received from, Customer pursuant to this Addendum (A) for any purposes other than the Business Purposes or as otherwise permitted by the CCPA; (B) for any commercial purpose other than the Business Purposes, unless expressly permitted by the CCPA; or (C) outside the direct business relationship between Customer and Rocket Software, unless expressly permitted by the CCPA; (ii) not sell to or share (as such terms are defined in the CCPA) personal data with a third party for (A) monetary or other valuable consideration, or (B) cross-context behavioral advertising; (iii) comply with any applicable restrictions under CCPA on combining the personal data with personal data that Rocket Software receives from, or on behalf of, another person or persons, or that Rocket Software collects from any other interaction between Rocket Software and a data subject; and (iv) notify Customer if Rocket Software reasonably determines that it can no longer comply with its obligations under CCPA.

4.   Sub-Processors

4.1   Customer provides Rocket Software with a general authorization to engage Sub-processors. Sub-processors may include: (i) Rocket Software Affiliates as exist from time to time (and their vendors); (ii) any of the sub-contractors that Rocket Software engages in connection with the provision of certain processing activities as at the date of this Agreement and/or (iii) those set forth on Rocket Software's website located at https://www.rocketsoftware.com/company/legal/processors-and-subprocessors. The Parties agree that the Sub-processors listed at (i), (ii) and (iii) is the 'agreed list' for sub-processors in relation to Clause 9(a) of the Standard Contractual Clauses.

4.2   Rocket Software shall Inform the Customer at least 14 days before Rocket Software appoints a new or replacement Sub-processor to give the Customer an opportunity to reasonably object to the changes. Rocket Software must receive the notice of objection in writing from the Customer within 14 days of Rocket Software informing it of the proposed changes. The parties agree that the name of the new or replacement Sub-processor together with details of the processing activities it will carry out and the location of such activities is the information the Customer requires to exercise such right. "Inform" shall include by posting the update on a website (and providing Customer with a mechanism to obtain notice of that update), by email or in other written form. The parties confirm that this mechanism is not required where the new or replacement Sub-processor is a Rocket Software Affiliate.

4.3   Any objection raised by the Customer pursuant to Section 4.2 must be where the Sub-processor demonstrably fails to offer the same or a reasonably comparable level of protection as that previously applicable to the relevant processing of personal data.

4.4   If Customer has a reasonable and legitimate reason to object to the new sub-processor pursuant to Section 4.2, and Rocket Software is not able to provide an alternative sub-processor, or the parties are not otherwise able in good faith to achieve an alternative resolution, Customer may terminate the respective part of the Services where the new sub-processor is to be used by giving written notice to Rocket Software no later than 30 days from the date that Rocket Software receives the Customer's notice of objection and such termination shall take effect no later than 90 days following Rocket Software's receipt of Customer's notice of termination. If Customer does not terminate within this 30-day period, Customer is deemed to have accepted the new sub-processor. Any termination under this Section 4.4 shall be deemed to be without fault by either party and shall be subject to the terms of the Agreement (including any documents agreed pursuant to it).

4.5   Rocket Software confirms that it has entered or (as the case may be) will enter into a written agreement with its third-party company sub-processors incorporating terms which are at least substantially similar to those set out in this Addendum.

4.6   As between the Customer and Rocket Software, Rocket Software shall remain fully liable for all acts or omissions of any sub-processor appointed by it pursuant to this Section 4 (unless the sub-processor acted in accordance with instructions directly or indirectly received from Customer).

5.   Transparency

5.1   Customer will ensure it or (if it acts as a processor) the relevant controller will inform data subjects with regard to the purposes and legal bases under which their personal data under the Agreement will be processed to the extent this applies to the Services.

6.   Rights of Data Subjects

6.1   Rocket Software shall provide reasonable and timely assistance (including by implementing appropriate technical and organizational measures) to Customer to enable Customer or, if applicable, a controller for who Customer is a processor, to respond to:

> (i) any request relating to personal data from a data subject to exercise any of its rights under any Data Protection Laws (including its rights of access, correction, restriction, objection, erasure and data portability, as applicable);
> (ii) any request relating to personal data from a controller for access, correction, restriction, objection, erasure and data portability, where Customer is a processor of the personal data for such controller; and
> (iii) any other correspondence, enquiry or complaint received from a data subject, controller, regulator or other third party in connection with the processing of personal data.

6.2   In the event that any such request, correspondence, enquiry or complaint is made directly to Rocket Software in respect of the personal data, Rocket Software shall, without undue delay, inform Customer and provide full details of the same.

6.3   Rocket Software shall not disclose any personal data in response to a request for access or disclosure from any third party without Customer's prior written consent, save where compelled to do so in accordance with applicable law.

7.   Security Breach Management and Notification

7.1   Rocket Software maintains security incident management policies and procedures, including escalation procedures.

7.2   Rocket Software shall notify the Customer of a Security Breach that directly impacts the personal data without undue delay after Rocket Software becoming aware of it. Such notification shall be sent by email to a Customer email address on file with Rocket Software, along with any necessary documentation to enable the Customer, where necessary, to notify this breach to the Data Subject and / or the competent Supervisory Authority. Such notification shall include to the extent such information is available, (a) a description of the Security Breach, (b) the volume, quantity, type and categories of data subjects and personal data affected by the Security Breach (c) if possible, the identity of each affected person as well as affected records, (d) the name and contact details of Rocket Software's data protection officer or other point of contact where more information can be obtained, (e) a description of the likely consequences of the Security Breach and risks to data subjects, and (f) a description of the reactive and preventive measures taken by Rocket to address the Security Breach, including measures to reduce its adverse effects.

7.3   Rocket Software may provide any of the foregoing information in phases and as soon as reasonably available when relevant information cannot be shared simultaneously.

7.4   The Customer (or the party acting as Controller) is responsible to notify the Personal Data Breach to the Supervisory Authority, and to the Data Subjects, when this is required by the applicable Data Protection Laws.

8.   Personnel

8.1   Rocket Software shall ensure that its personnel engaged in the processing of personal data:

   (i) are informed of the confidential nature of the personal data, have received appropriate training on their responsibilities, and are subject to written obligations of confidentiality that survive termination of their engagement or are otherwise under an appropriate duty of confidentiality; and

   (ii) have limited access to personal data, to that which is necessary for the performance of Rocket Software's obligations under the Agreement.

9.   Information Security

9.1   Rocket Software maintains appropriate technical and organizational safeguards to ensure a level of security for the processing of personal data as may apply to the Services provided under the Agreement. In doing so, Rocket Software takes into account the state of the art, implementation costs in relation to the processing as well as the likelihood and severity of injury to data subjects, their rights and freedoms protected by applicable Data Protection Laws.

9.2   Customer agrees to do likewise for any personal data in its custody by having in place similar security measures. To the extent applicable to the Services, Customer also agrees to refrain from disclosing any personal data unless absolutely required and no privacy-friendly alternatives in the form of dummy or accurate test data or a screen-sharing session are available. Customer shall also restrict Rocket Software's access to the furthest extent when performing Services for Customer, whether remotely or at Customer's premises. When performing Services under the Agreement which requires access remotely or on premise, Customer shall provide Rocket Software personnel with necessary user authorizations and passwords for access to its systems and oversee their use of those passwords and terminating these when necessary. Customer shall not store any personal data in a non-production environment except where equivalent controls for production environment storage are implemented.

9.3   Rocket Software's technical and organizational measures are set forth in the Security Documentation - Attachment 3, for informational purposes only. Rocket Software may update these measures from time-to-time.

10.   Data Return or Destruction

Where Rocket Software has stored personal data as part of the Services: at the end of the Service(s) upon Customer's written instruction, Rocket Software may (i) offer a data

return service or (ii) following a reasonable data retention period delete the personal data unless applicable law requires further storage of the personal data. Rocket Software may charge a fee for any data return services.

11.   Inspection and Audit

11.1   The right of audit, including inspections, which the Customer may have under Data Protection Laws and under the Standard Contractual Clauses, are as set out in this Section 11.

11.2   Rocket Software shall make available to Customer, on request, a copy of Rocket Software's then most recent third-party audits or certifications (the "Audit Reports"), as applicable, or any summaries thereof, that Rocket Software generally makes available to its customers.

11.3   Customer may request evidence of Rocket Software's relevant policies and other related documents to verify that Rocket Software is complying with its obligations under this Addendum.

11.4   Solely to the extent necessary for Customer to ensure that Rocket Software uses the personal data in a manner consistent with its obligations under Data Protection Laws, Customer may conduct an on-site inspection at Rocket Software's premise either by itself or by an independent third-party auditor (not to include a competitor of Rocket Software) where the information under Sections 11.2 and 11.3 has failed to verify compliance by Rocket Software of its obligations under this Addendum or such an inspection is formally required by the Supervisory Authority.

11.5   Unless otherwise mandated by a Supervisory Authority, Customer shall (i) give Rocket Software at least 30 days' prior written notice of its intention to conduct an audit, including inspection, under this Section; and (ii) agree with Rocket Software the frequency and duration of these, which shall not extend beyond two consecutive business days nor be more than once per contract year.

11.6   All audits under Section 11.4 will be conducted during normal business hours, at Rocket Software's principal place of business or other location(s) where Customer's personal data is accessed, processed or administered, and will not unreasonably interfere with Rocket Software's day-to-day operations. Customer shall, and shall procure any auditor shall, comply with all Rocket Software policies whilst at its premises (including those relating to security and health and safety), and any other reasonable requests to ensure security and confidentiality of data received by Customer or its auditor (including, where requested, by procuring such auditor enter into a standard confidentiality agreement with Rocket Software). In no event shall Rocket Software be required to provide access to, or copies of, information relating to other customers, or commercially sensitive information.

11.7   Customer shall provide Rocket Software the results of any audit, including inspection. Rocket Software shall comply with any reasonable and appropriate Customer request or instruction requiring Rocket to provide, amend, transfer, or delete the personal data, or to take reasonable and appropriate steps to stop, mitigate, or remedy any processing thereof in violation of this Addendum or the Data Protection Laws. Customer shall bear all expenses related to inspections and audits.

12.   International Data Transfers

12.1   In order to provide the Services under the Agreement, Rocket Software or its subcontractors may process personal data in the European Economic Area ("EEA"), the United Kingdom and Switzerland and in third countries. The transfer to third countries shall be according to applicable Data Protection Laws.

12.2   Rocket Software, in its role as data importer and processor, and the Customer, in its role as a data exporter, either as a controller or a processor, hereby agree to the below:

(i) In the event of an EEA restricted transfer where personal data is transferred from Customer to Rocket, the parties shall, as part of this Addendum, comply with the SCC Module 2 Controller to Processor where the Customer acts as a controller (Appendix 4);

(ii) In the event of an EEA restricted transfer where personal data is transferred from Customer to Rocket, the parties shall, as part of this Addendum, comply with the SCC Module 3 Processor to Processor where the Customer acts as a processor (Appendix 5).

(iii) In the event of a UK restricted transfer, where personal data is transferred from Customer as data exporter acting either as a controller or processor to Rocket as data importer acting as a processor, the parties shall, as part of this Addendum, comply with the respective SCCs applicable to their roles as adapted by the UK International Data Transfer Addendum (Appendix 6).

(iv) In the event of a Swiss restricted transfer, where personal data is transferred from Customer as data exporter, acting either as a Controller or Processor to Rocket as data importer acting as a processor, the parties shall, as part of this Addendum, comply with the corresponding SCC Module 2 and Module 3 in accordance with the Swiss Federal Data Protection and Information Commissioner's guidance (Appendix 7).

12.3   The terms of the SCCs as set forth in Section 12.2 for the situations described in Section 12.2 (i) through (iv) – as applicable – are hereby incorporated into this Addendum by reference and form an integral and binding part upon the parties' signatures. The appendices and annexes to the SCCs shall be satisfied with the information in Appendix 1 through 3.

12.4   The SCCs will not apply to international restricted transfers in any one of the following situations: another official adequate safeguard, an EC adequacy decision, or the fully informed prior express consent of the data subject.

12.5   If and to the extent Rocket Software is required to process personal data for other purposes under applicable laws, Rocket shall inform Customer of such legal requirement prior to such processing unless prohibited from doing so by such law on important grounds of public interest. The parties shall then agree alternative means of performing the Services under the Agreement.

12.6   Rocket Software may request the Customer to join, assist or take over an application or appeal when a public or judicial authority issues a request in respect to personal data processing under the Agreement. Customer may also choose to apply for a protective court order or other suitable remedy to the possible extent.

13   Partner Agreements

13.1   If the Agreement relates to the resale or supply of Services with a partner under a Rocket Software Partner program or a partner agreement (a "Partner"), with Rocket Software acting as the Partner's sub-processor under that arrangement with no direct contractual relationship to the direct and indirect customers of the Partner which are entitled to use the Services such as the End User or, in the case of a Partner who is an MSP, the beneficiary (as in each case as defined in the Agreement) (hereinafter "Using Parties"), then the following provisions shall apply:

13.1.1   All references to "Customer" in this Addendum shall mean the Partner;

13.1.2   Section 9.2 of this Addendum shall be amended to read as follows: "Partner shall procure implementation and maintenance of privacy protections and security measures for components that Partner or any Using Parties (including Affiliates of any of these) provides or controls. Partner shall apply the principle of data minimisation and limit Rocket's access to systems or personal data to only where essential for the performance of Services (and procure the same from Using Parties). Where Rocket is performing Services onpremises of the Partner or Using Parties (or of an Affiliate, sub-contractor, agent or similar of any of these) or in connection with access to any of their systems and data, Partner shall be responsible for provision to Rocket's personnel of user authorizations and passwords to access those systems, oversight of their use of those passwords and termination of these as required. Partner shall not store any personal data in a non-production environment unless it has production environment equivalent controls in place (and procure the same from Using Parties)."

14   General Provisions

14.1   Without prejudice to clauses 13 (Supervision), 17 (Governing Law) and 18 (Choice of forum and jurisdiction) of the SCCs, the parties to this Addendum hereby submit to the choice of jurisdiction applicable to the Agreement with respect to any disputes or claims

arising under this Addendum, and this Addendum and all obligations arising in connection with it are governed by the laws of the country stipulated in the Agreement.

14.2   At the Customer's request, Rocket Software and Customer will execute this Addendum in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same contract document. Any scan or reproduced copy of this Addendum which includes all its pages shall be deemed an original.

14.3   This Addendum shall remain in place until Rocket Software ceases processing personal data, unless terminated earlier.

APPENDIX 1
DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA

Appendix 2 of this Addendum contains relevant information on:

- The subject-matter and duration of the processing of personal data
- The nature and purpose
- The types of personal data to be processed, sensitive or special categories of personal data (if appropriate), and the categories of Data Subjects to whom the Customer personal data relates.

APPENDIX 2
DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred
Data subjects may include employees, contractors, business partners or other individuals having personal data stored, transmitted to, made available to, accessed or otherwise processed by Rocket Software.

Categories of personal data transferred
Customer determines the categories of personal data which are processed by Rocket Software in connection with the Services in accordance with the terms of the Agreement (and documentation governed by it).

The personal data may include the following categories of data: Usernames (depending on Customer's configuration), business contact information, basic personal information (full names, residential address details, phone numbers or email addresses), time zone, plus any application-specific data.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

None.

The choice and type of personal data that will be processed using the Rocket Services remains solely within the discretion and choice of the Customer. In selecting the personal data of any categories, the Customer shall ensure that such personal data is suitable for processing with and through the Services in compliance with applicable Data Protection Laws.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).
Transfers will be on a continuous basis in accordance with the Agreement and the duration of the Services.

Nature of the processing
Rocket Software offers its Services for support and for professional services. In order to deliver the contracted Services, as applicable, under the Agreement, Rocket Software will have to process personal data.

The personal data is subject to the basic processing activities as set out in the Agreement, which may include:
      (a) use of personal data to provide the Services;
      (b) storage of personal data for the duration of the contracted Services;
      (c) computer processing of personal data for data transmission; and
      (d) other processing activities to deliver the Services.

Purpose(s) of the data transfer and further processing
See "Nature of processing" above

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period
The period of processing of personal data is set forth in the Agreement (and documentation governed by it) and this Addendum.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing
As above.

FOR PARTNER AGREEMENTS AND PARTNER PROGRAMS
Where Section 13 of the Addendum applies:
For the purposes of these Appendices 1, 2 and 3, categories of personal data shall also include that of Using Parties (as defined in section 13 of the Addendum). Notwithstanding the foregoing, this shall not release the Partner of its obligations, either in these Appendices, the Annexes, the Addendum or otherwise, and the Partner shall remain responsible for the decisions, acts and omissions of Using Parties, and shall procure that Using Parties comply with the provisions of these Appendices.

Appendix 3
Technical and Organizational Measures

Security Documentation:
Rocket Software's information security policies, reflecting Rocket Software's technical and organizational data protection measures, as updated from time to time, for processing activities it performs are made available to Customer on our website under https://www.rocketsoftware.com/security-practices, as such measures may be amended, updated or replaced from time to time.