

Data Processing Addendum

This Data Processing Addendum (“**DPA**”) supplements the Agreement located at <https://support.herodevs.com/hc/en-us/sections/21257771874061-Terms-Of-Service>, or as otherwise mutually executed (the “**Agreement**”) between HeroDevs, Inc. (“**HeroDevs**”) and the party entering into such Agreement for the use of HeroDevs Subscription Services (“**Customer**”). Defined terms within this DPA shall have the meaning of those set forth in the Agreement. Customer’s acceptance of the Agreement shall be treated as its execution of this DPA and applicable Appendices.

1. Definitions

“**Affiliates**” means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a party, where “control” is the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

“**Data Controller**” means the legal entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

“**Data Processor**” means the legal entity which Processes Personal Data on behalf of the Data Controller.

“**Data Protection Laws**” means any applicable laws, statues or regulations as may be amended, extended, re-enacted from time to time, or any successor laws which relate to personal data, including (i) the GDPR and any UE Member State laws implementing GDPR, (ii) California Consumer Privacy Act of 2018 (“**CCPA**”), including as modified by the California Privacy Rights Act of 2020 (“**CPRA**”), and the California Attorney General Regulations thereof, and (iii) the UK Data Protection Act of 2018.

“**Data Subject**” means an identifiable natural person which the Processing of Personal Data is related to.

“**EEA**” means the European Economic Area.

“**GDPR**” means the General Data Protection Regulation (EU) 2016/679.

“**Personal Data**” means Personal Data relating to a Data Subject as an identified or identifiable natural person. An identifiable natural person is one who can be identified,

directly or indirectly, 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.

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

"Processing or Process" means any operation or set of operations performed on Personal Data or sets of Personal Data, such as collecting, recording, organizing, structuring, storing, altering, retrieving, consulting, using, disclosing by transmission, disseminating, or otherwise making available, aligning or combining, restricting, erasing or destroying.

"Subscription Services" means the software and services provided by HeroDevs pursuant to the terms of the Agreement.

"Subprocessor" means a third party engaged by HeroDevs as a Data Processor under this DPA.

"Third Country" means a country outside the EEA not recognized by the European Commission as providing an adequate level of protection for Personal Data pursuant to GDPR.

2. Processing of Personal Data

2.1. Scope and roles of the parties. This DPA applies to HeroDevs' Processing of Personal Data by virtue of providing Subscription Services for on-premises software. For the purposes of this DPA, Customer is the Data Controller and HeroDevs is the Data Processor, Processing Personal Data on Customer's behalf.

2.2. Purpose and duration of the Processing. HeroDevs will Process Personal Data to provide subscription management of HeroDevs on-premise software Subscription Services. The duration of Processing Personal Data shall be for the term of the Agreement, and thereafter, until Customer configures the software to no longer provide any Personal Data.

2.3. Types of Personal Data and categories of Data Subjects. The types of Personal Data and categories of Data Subjects are set forth in the attached Appendix 1.

2.4. Instructions for Processing. HeroDevs shall Process Personal Data in accordance with Customer's documented instructions provided to HeroDevs, including with regards to transfers of Personal Data to a Third Country. Customer acknowledges and agrees that this DPA, the Agreement, and any feature or setting provided as part of the Subscription Services shall constitute as Customers documented instructions. HeroDevs may Process Personal Data other than as provided in Customer's documented instructions to the extent to comply with applicable Data Protection Laws. In such instance(s), HeroDevs will inform Customer of such legal requirement(s) to the extent HeroDevs is not prohibited from such notification.

2.5. HeroDevs personnel. HeroDevs will, (i) limit access to Personal Data to only those personnel required to access such Personal Data in order for HeroDevs to perform its obligations under the Agreement, and (ii) ensure that all personnel authorized to Process Personal Data are subject to contractual confidentiality obligations in order to safeguard the Personal Data pursuant to applicable Data Protection Laws.

2.6. Deletion of Personal Data. HeroDevs shall delete Personal Data upon termination of the Agreement. HeroDevs shall confirm upon written request from Customer that such deletion has been conducted.

2.7. Compliance with laws. HeroDevs shall comply with all Data Protection Laws applicable to its role as a Data Processor Processing Personal Data. Customer shall comply with all Data Protection Laws applicable to Customer as a Data Controller.

3. Subprocessors

3.1. Authorization to engage Subprocessors. HeroDevs may engage Subprocessors to provide certain services on its behalf. Customer authorizes HeroDevs to engage the Subprocessors listed in Appendix 2. Customer acknowledges that this authorization constitutes a prior written consent to Processing of Personal Data by the listed Subprocessors.

3.2. Subprocessors' compliance. HeroDevs is fully responsible for its Subprocessors' compliance with this DPA. HeroDevs shall conclude a written agreement with each Subprocessor (i) making the Subprocessor subject to at least the same level of data protection as imposed on HeroDevs in this DPA, and

(ii) restricting Subprocessor from Processing Personal Data for any other purpose than delivering the contracted services.

3.3. Notification of new Subprocessors . HeroDevs may replace or engage new Subprocessors. HeroDevs shall in such case give Customer thirty (30) days prior written notice (email sufficient) before the new Subprocessor is authorized to Process Personal Data.

3.4. Subprocessor's objection right. Customer is entitled to object to the engagement of a new Subprocessor within fourteen (14) calendar days from HeroDevs's prior written notice pursuant to Section 3.3. The objection notice shall be given in writing and describe Customer's reasonable grounds for objection. HeroDevs shall notify Customer at least fourteen (14) calendar days before authorizing the new Subprocessor to Process Personal Data if HeroDevs chooses to retain the Subprocessor. Customer may in such case discontinue using the Subscription Services immediately and terminate the Agreement with thirty (30) calendar days prior written notice from HeroDevs's notification. Customer is entitled to a pro-rated refund proportional to the remaining Subscription Services term already paid for.

4. Data transfers

4.1. Transfer of Personal Data. HeroDevs will not transfer Personal Data from the EEA to a Third Country except as necessary to provide the Subscription Services to Customer or to comply with law or a valid and binding order of a governmental body. HeroDevs ensures that it will only transfer Personal Data from the EEA to a Third Country by using appropriate safeguards such as, but not limited to the applicable EU Standard Contractual Clauses. Customer agrees that Personal Data may be temporarily transferred to a Third Country on the conditions outlined in this Section.

5. Rights of Data Subjects

5.1. Requests from Data Subjects. Customer is responsible for responding to Data Subjects' requests for access, correction, deletion, or restriction of that person's Personal Data. If HeroDevs receives a request from a Data Subject, HeroDevs shall promptly redirect the Data Subject to the Customer.

5.2. HeroDevs's assistance. HeroDevs shall comply with Customer's reasonable requests on behalf of Data Subjects pursuant to Data Protection Laws to (i) correct, delete, or restrict Processing of Personal Data, (ii) make available Personal Data and associated Processing information, and (iii) to

enable data portability of a Data Subject's Personal Data if alternative (i), (ii) or (iii), as set forth herein, is not feasible to Customer through the Service. HeroDevs may charge Customer for reasonable costs inflicted on a time and material basis for assistance according to this Section.

6. Security of Personal Data

6.1. Security of Processing. HeroDevs shall implement and maintain appropriate technical and organizational measures to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. HeroDevs shall ensure a level of security appropriate to the risk, including encryption of Personal Data to ensure ongoing confidentiality, integrity, availability, and resilience of HeroDevs' Subscription Services and associated systems as described in Appendix 3.

6.2. Personal Data Breach. HeroDevs shall without undue delay notify Customer when becoming aware of a Personal Data Breach. Such notification shall describe (i) the nature of the Personal Data Breach, (ii) the details of a contact point where more information concerning the Personal Data Breach can be obtained, (iii) the Personal Data Breach's effect and consequences for the Subscription Services, (iv) and the measures taken or proposed to be taken by HeroDevs to address the Personal Data Breach, including measures to mitigate its possible adverse effects. HeroDevs shall cooperate with and assist Customer in preventing, mitigating, and rectifying Personal Data Breach in accordance with applicable Data Protection Laws considering the nature of the Processing and the information available to HeroDevs. HeroDevs may charge Customer for reasonable costs on a time and material basis for any assistance related to Personal Data Breach under this Section unless HeroDevs is deemed responsible for the cause initiating the activity.

6.3. Data Protection Impact Assessments and prior consultations. HeroDevs shall provide reasonable assistance to Customer to carry out data protection impact assessment and prior consultation with the supervisory authority related to Customer's use of the Subscription Services.

6.4. Audit. HeroDevs shall make available to Customer all applicable information necessary to demonstrate compliance with this DPA. The information is subject to Customer's confidentiality as stipulated in the Agreement.

6.5. Notification of unlawfulness. HeroDevs shall immediately inform Customer if it considers that its Processing of Personal pursuant to this DPA violates applicable Data Protection Laws. Customer, in such a case, is entitled to suspend any further Processing of Personal Data until HeroDevs has carried out the necessary corrections.

7. Miscellaneous

7.1. Liability. Each party's liability under this DPA is governed by the Agreement unless otherwise required by applicable Data Protection Laws.

7.2. Affiliates of Customer. Customer is responsible for coordinating all communication with HeroDevs on behalf of its Affiliates regarding this DPA. Customer represents that it is authorized to issue instructions as well as make and receive any communications or notifications in relation to this DPA on behalf of its Affiliates.

7.3. Termination. The term of this DPA will end upon termination of the Agreement.

7.4. Conflict. In the event of inconsistencies between the provisions of this DPA and the Agreement, the provisions of this DPA shall prevail regarding the parties' data protection obligations.

APPENDIX 1

Types of Personal Data and categories of Data Subjects

1. Types of Personal Data:

- 1.1. Contact person's name, email address and phone number; and
- 1.2. Operational metadata related to Customer servers, install and other basic diagnostic information

2. Categories of Data Subjects:

- 2.1. Contact person within Customer's organization; and
- 2.2. Natural persons which may be identified when using HeroDevs' Subscription Services

APPENDIX 2

List of Subprocessors

List of Entities

- **Entity Name:** Google, LLC
 - o **Geographical Location:** United States
 - o **Purpose:** G-Suite & Cloud Hosting

- **Entity Name:** Zendesk Inc
 - o **Geographical Location:** United States
 - o **Purpose:** Technical Support / Ticketing

- **Entity Name:** Amazon Web Services Inc.
 - o **Geographical Location:** United States
 - o **Purpose:** Cloud Hosting

- **Entity Name:** Twilio Inc.
 - o **Geographical Location:** United States
 - o **Purpose:** SendGrid

APPENDIX 3

Technical and Organizational Measures

1. Security Measures

1.1. Access control and measures for user identification and authorization for HeroDevs personnel.

1.2. HeroDevs has implemented a robust access control system to ensure that only authorized HeroDevs personnel have access to Personal Data. Access to Personal Data is limited to authorized personnel who require access for support purposes only. Access is restricted through a role-based access control system that grants access only to the data necessary for the support task at hand.

1.3. HeroDevs uses a range of measures to ensure user identification and authorization, including user authentication, two-factor authentication, and single sign-on. Unique login credentials are required for all users, and access to Personal Data is granted based on the user's role and level of authorization, ensuring that users only have access to the data necessary for their job functions.

1.4. All user accounts are monitored, and we conduct regular reviews of user access privileges to ensure that only authorized individuals have access to Personal Data. Any suspicious activity or unauthorized access attempts are immediately flagged and addressed. Furthermore, HeroDevs maintains detailed logs of all user activity, including login attempts and access to Personal Data, providing an audit trail for forensic analysis in the event of a security incident.

1.5. All HeroDevs personnel authorized to access Personal Data are trained to comply with applicable Data Protection Laws and are subject to a perpetual confidentiality obligation applicable to their support work.

2. Data encryption and pseudonymization

2.1. We implement encryption and pseudonymization measures to protect Personal Data against unauthorized access, disclosure, or destruction. HeroDevs uses state-of-the-art encryption technologies to secure data both in transit and at rest.

3. Data storage and retention

3.1. We act appropriately to ensure that Customers' data is stored and retained in a secure manner. We also regularly test, assess, and evaluate the effectiveness of our technical and organizational measures to ensure the security of the Processing.

3.2. HeroDevs has implemented measures to ensure the availability and access to Personal Data in the event of a physical or technical incident.

3.3. In addition to these measures, HeroDevs maintains disaster recovery and business continuity plans that are designed to ensure that we can respond quickly and effectively in the event of a disruption or outage. Our plans include procedures for restoring access to personal data, identifying and mitigating potential risks, and communicating with customers and other stakeholders in a timely and transparent manner.

4. Certifications

4.1. HeroDevs is about to obtain the SOC 2 certification, which demonstrates our commitment to information security management. We will regularly undergo audits and assessments to maintain this certification, ensuring our compliance with applicable Data Protection Laws.

5. Physical security

5.1. To the extent applicable, HeroDevs acts appropriately to ensure the physical security of locations where Personal Data is Processed. Access to locations where Personal Data is Processed in the form of storage is restricted to authorized personnel only, and we use security measures such as security cameras, alarms, and access controls to prevent unauthorized access.

5.2. In addition to the above measures, HeroDevs also restricts access to Personal Data on HeroDevs's own devices by implementing device encryption, password protection, and remote wipe capabilities. This ensures that Personal Data is protected even in the event of device loss or theft.

6. Effectiveness of technical and organizational measures

6.1. HeroDevs regularly tests, assesses, and evaluates the effectiveness of our technical and organizational measures to ensure the security of the Processing of Personal Data. We conduct regular security audits and assessments to identify any potential vulnerabilities or weaknesses in our security measures.

6.2. We also conduct regular penetration testing and vulnerability assessments to identify any potential security risks and to test the effectiveness of our security controls. In addition, we regularly review and update our policies and procedures to ensure that they remain current and effective.

6.3. HeroDevs also maintains incident response and business continuity plans to ensure that we can respond quickly and effectively in the event of a security incident or other disruptive event. Our incident response plans are tested regularly through simulations to ensure that they are effective and that our personnel are trained to respond in a timely and effective manner.

7. System configuration

7.1. HeroDevs implements measures to ensure the security and integrity of our systems and processes, including our system configuration and default configuration settings. We follow best industry practices and standards to ensure that our systems are configured securely and that default configurations do not create vulnerabilities.

7.2. We regularly review and update our system configuration settings to ensure that they are aligned with our security policies and procedures. We also maintain strict controls over changes to system configuration settings, ensuring that changes are documented, approved, and tested before they are implemented.

7.3. Furthermore, our software development processes include secure coding practices, and we regularly assess and update our default configurations to ensure that they are secure and do not create potential vulnerabilities.

8. Internal IT

8.1. HeroDevs has implemented measures to ensure that our internal IT and IT security governance and management are aligned with best industry practices and standards. We have established an IT security governance framework that includes policies, procedures, and controls to ensure the ongoing security and integrity of our systems and processes.

8.2. We regularly review and update our IT security governance framework to ensure that it remains up-to-date and effective. This includes conducting regular risk assessments to identify potential security risks and vulnerabilities and implementing controls to mitigate those risks.

8.3. Furthermore, we conduct regular security awareness training for all HeroDevs personnel to ensure that they are aware of potential security risks and how to mitigate them. Our training programs cover a wide range of topics, including password security, phishing prevention, and secure data handling.

9. Measures for ensuring deletion of Personal Data

9.1. HeroDevs understands the importance of ensuring the deletion of Personal Data when it is no longer needed or when requested by Customer on behalf of a Data Subject. We have implemented measures to ensure that all Personal Data is securely and effectively deleted or permanently redacted from our systems and processes upon termination of the Agreement and Customer written request.

9.2. We have established clear guidelines and procedures for handling requests for deletion, and we ensure that Personal Data is securely deleted or anonymized when it is no longer needed for the purposes for which it was collected.

10. HeroDevs's assistance to Customer as a Data Controller

10.1. HeroDevs understands that as a Data Processor, we have a responsibility to assist the Customer in ensuring the security and protection of Personal Data. To that end, we have implemented specific technical and organizational measures to enable us to provide effective assistance to Customer as a Data Controller.