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terms of the MSA including, without, limitation and limits of liability. In the event of any conflict or inconsistency between (i) this Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail; and (ii) this Addendum and the MSA this Addendum shall prevail.

12.2 Subject to section 12.1, with regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including the MSA and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail.

12.3 Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

12.4 Execution of an MSA and/or any Order Form related thereto referencing this Addendum shall be deemed as execution of this Addendum and the Standard Contractual Clauses attached thereto and the term of this Addendum shall be incorporated into such MSA and/or any Order Form by reference.

IN WITNESS WHEREOF, this Addendum is entered into and becomes a binding part of the MSA with effect from the date first set out above.

**Subscriber**

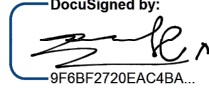
Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date Signed \_\_\_\_\_

**Clicktale**

Signature  \_\_\_\_\_  
9F6BF2720EAC4BA...

Name Shlomi Hagai

Title **CFO**

Date Signed 8/30/2018 4:10:04 AM PDT

## **ANNEX 1: DETAILS OF PROCESSING OF SUBSCRIBER PERSONAL DATA**

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

### *Subject matter and duration of the Processing of Subscriber Personal Data*

The subject matter of the Processing is to provide Services Subscriber as set out in the MSA (or relevant order form).

The duration of Processing shall be for the term of the MSA subject to any retention periods set forth in the MSA (and applicable order forms).

### *The nature and purpose of the Processing of Subscriber Personal Data*

To provide analytics services with respect to how digital properties such as websites and mobile applications are browsed and used by visitors to such properties (“Visitors”), including session replay, heatmaps and form analytics.

### *The types of Subscriber Personal Data to be Processed*

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

- ID data such as IP addresses, cookie ID’s and other similar unique identifiers
- Where permitted under the MSA Personal Data that may be inserted by visitors to Subscribers website on the Subscriber website or displayed by Subscriber within the HTML of the website including:
  - Name (first and/or last)
  - Contact information such as phone number, address, email
  - Identifiers such as usernames or other identifiers
- Website/App behavioural data – i.e. pages of a website or App a visitor visited, how a visitor has interacted with the website or App, including, any mouse or touch movements, scrolls, mouse clicks, screen taps or zoom information; the time engaged on a certain web page or App page

### *The categories of Data Subject to whom the Subscriber Personal Data relates*

Visitors to the Subscriber website and/or Apps

### *The obligations and rights of Subscriber and Subscriber Affiliates*

The obligations and rights of Subscriber and Subscriber Affiliates are set out in the MSA and this Addendum.

**ANNEX 2: STANDARD CONTRACTUAL CLAUSES<sup>1</sup>**

*These Clauses are deemed to be amended from time to time, to reflect any change (including any replacement) made in accordance with those Data Protection Laws (i) by the Commission to or of the equivalent contractual clauses approved by the Commission under EU Directive 95/46/EC or the GDPR (in the case of the Data Protection Laws of the European Union or a Member State); or (ii) by an equivalent competent authority to or of any equivalent contractual clauses approved by it or by another competent authority under another Data Protection Law (otherwise).*

*If these Clauses are not governed by the law of a Member State, the terms "Member State" and "State" are replaced, throughout, by the word "jurisdiction".*

**Standard Contractual Clauses (processors)**

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

[The gaps below are populated with details of the relevant Subscriber Group Member:]

Name of the data exporting organisation:

Address:

Tel.: \_\_\_\_\_; fax: \_\_\_\_\_; e-mail: \_\_\_\_\_

Other information needed to identify the organisation

.....  
(the data **exporter**)

And

Name of the data importing organisation: Clicktale Ltd.

Address: 2 Jabotinsky St. Ramat Gan, Israel

Tel.: +972 (0) 73-7060714; fax: \_\_\_\_\_; e-mail: privacy@clicktale.com

Other information needed to identify the organisation: Not applicable.

(the data **importer**)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

\_\_\_\_\_

## Background

The data exporter has entered into a data processing addendum (“DPA”) with the data importer. Pursuant to the terms of the DPA, it is contemplated that services provided by the data importer will involve the transfer of personal data to data importer. Data importer is located in a country not ensuring an adequate level of data protection. To ensure compliance with Directive 95/46/EC and applicable data protection law, the controller agrees to the provision of such Services, including the processing of personal data incidental thereto, subject to the data importer’s execution of, and compliance with, the terms of these Clauses.

### *Clause 1*

#### ***Definitions***

For the purposes of the Clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.



*Clause 2*

***Details of the transfer***

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

*Clause 3*

***Third-party beneficiary clause***

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

*Clause 4*

***Obligations of the data exporter***

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

#### *Clause 5*

#### ***Obligations of the data importer***

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in

which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
  - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
  - (ii) any accidental or unauthorised access, and
  - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

*Clause 6*

***Liability***

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

*Clause 7*

***Mediation and jurisdiction***

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
  - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
  - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

*Clause 8*

***Cooperation with supervisory authorities***

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

*Clause 9*

***Governing Law***

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

*Clause 10*

***Variation of the contract***

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

*Clause 11*

***Subprocessing***

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written

agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

*Clause 12*

***Obligation after the termination of personal data processing services***

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

**On behalf of the data exporter:**

*[Populated with details of, and deemed signed on behalf of, the data exporter:]*

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature.....

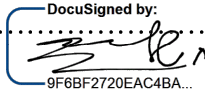
**On behalf of the data importer:**

Name (written out in full): Shlomi Hagai

Position: Data Protection Officer

Address: 2 Jabotinsky St. Ramat Gan Israel

Other information necessary in order for the contract to be binding (if any): Not applicable.

Signature. .....  
9F6BF2720EAC4BA...

## **APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES**

This Appendix forms part of the Clauses and must be completed and signed by the parties. The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

### **Data exporter**

The data exporter is:

Is the entity described as Subscriber in the DPA

### **Data importer**

The data importer is:

Clicktale Ltd.

### **Data subjects**

The personal data transferred concern the following categories of data subjects:

Visitors of the website or app of the Data Exporter

### **Categories of data**

The personal data transferred concern the following categories of data:

- ID data such as IP addresses, cookie ID's and other similar unique identifiers
- Where permitted under the MSA Personal Data that may be: (i) inserted by visitors to Subscribers website or app on the Subscriber website or app; or (ii) displayed by Subscriber within the HTML of the website including:
  - Name (first and/or last)
  - Contact information such as phone number, address, email
  - Identifiers such as usernames or other identifiers
- Website/App behavioural data – i.e. pages of a website or App a visitor visited, how a visitor has interacted with the website or App, including, any mouse or touch movements, scrolls, mouse clicks, screen taps or zoom information; the time engaged on a certain web page or App page

### **Special categories of data (if appropriate)**

The personal data transferred concern the following special categories of data:

It is not intended to receive any special categories of data as Clicktale contractually restricts the collection of special categories of data and provides Data Exporter with the tools necessary to block any collection of such categories of data when using the Clicktale services.

### **Processing operations**

The personal data transferred will be subject to the following basic processing activities:

collection, recording, organisation, structuring, storage, deletion, aggregation, analysis, anonymization and pseudonymization in order to provide analysis services of website and app visitor behaviour.



DATA EXPORTER

[Populated with details of, and deemed to be signed on behalf of, the data exporter:]

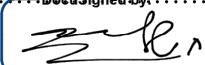
Name:.....

Authorised Signature .....

DATA IMPORTER

Name: Shlomi Hagai, Data Protection Officer

Authorised Signature .....

DocuSigned by: .....  
  
9F6BF2720EAC4BA...

## **APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES**

This Appendix forms part of the Clauses and must be completed and signed by the parties.

### **Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):**

The data importer has a data protection management system (DPMS) in place per ISO 27001 and maintains, among other things, adequate controls in the following areas:

**Access Controls:** Administrative access to our production environment is limited to a restricted number of individuals. Access to additional individuals is given only in extreme circumstances, for a specific purpose, and is limited in duration. Such access to these additional individuals is given only after the explicit approval of the security team. User access is based upon termination and evaluated on a quarterly basis.

**Monitoring and Logging:** Data importer has implemented an advanced Security Incident and Event Management (SIEM) solution to audit, monitor, aggregate, and correlate security alerts, ensuring swift discovery and response to potential security incidents.

**Physical and Environmental Security:** General access to the office is controlled by the use of a card access system. Cameras are installed throughout the sites. Access to controlled areas is restricted through the use of card access and/or additional verification. All individuals without authorized access to the controlled areas must sign in and be escorted by an individual with approved controlled area access.

**Application Security:** Data importer has developed and implemented a strict, secure development program, based on Open Web Application Security Project (OWASP), and Microsoft Security Development Lifecycle. From the earliest phases of product design and planning, the Clicktale security team takes an active role in how our products are built. Following completion, sensitive product developments are tested to ensure that application security has been thoroughly and properly addressed.

**Vulnerability monitoring through penetration testing:** Data importer performs at least two annual Information Security penetration tests, which are conducted by accredited and completely independent information security companies. Vulnerabilities, if found, are addressed as part of our Risk Management Policy. Clicktale performs vulnerability assessment scanning using third-party tools at least twice a month, and after any major infrastructure change in our production environment.

**Data transfer security:** Data transferred to data importer through its services are encrypted in transit by default on all supporting browsers. In addition, data recorded on HTTPS pages is fully encrypted and passed to Clicktale servers over a TLS connection.

**Networks security:** Clicktale implements multiple and varied infrastructure security measures to protect customer information from unauthorized access, loss, alteration, viruses, Trojans and other similar harmful code. This includes:

- Swift and regular updates of operating systems, hardware, and any third party software to avoid security vulnerabilities. Critical updates are deployed within one week from release on corporate as well as production systems.
- Use of firewalls and Intrusion Prevention Systems (IPS) systems to limit access and protect Clicktale's servers.
- Hardening of all external-facing servers according to industry best practices.
- Implementing anti-malware controls to prevent entry of malicious software.
- Securing remote access communication using multifactor authentication.
- Backing up customer data on a daily basis, on a rotating schedule.

Additional information may be found here: <https://www.clicktale.com/company/data-privacy/security-overview/> or as set forth in a separate agreement between Data Exporter and Data Importer. a