

**INSIGHTSOFTWARE.COM INTERNATIONAL UNLIMITED
DATA PROCESSING ADDENDUM**

This Data Processing Addendum has been entered into between the INSIGHTSOFTWARE.COM entity (“insightsoftware.com”) and the Customer specified in the Hubble Customer Agreement (defined below) and is effective upon the first date on which insightsoftware.com processes personal data on behalf of the Customer.

BACKGROUND

The EU Data Protection Directive 95/46/EC, and the EU General Data Protection Regulation 2016/679 which replaces the Directive as from May 25, 2018, require a written agreement between a controller and a processor in order to allow the processing of Personal Data by the processor on behalf of the controller. For this reason, the parties have agreed to enter into this Data Processing Addendum (“DPA”).

This DPA forms part of and is subject to all provisions of license agreement between insightsoftware.com and Customer governing Customer’s use of the Hubble Software and/or Hubble Services, as referenced on the Order Form signed by Customer (“Hubble Customer Agreement”). In the event of conflict or inconsistency between this DPA and the Hubble Customer Agreement, this DPA shall prevail.

1 DEFINITIONS

Applicable Law	means as applicable and binding on the Customer, insightsoftware.com and/or the Services: (a) any law, statute, regulation, byelaw or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the Services are provided to or in respect of; (b) the common law and laws of equity as applicable to the parties from time to time; (c) any binding court order, judgment or decree; or (d) any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party’s assets, resources or business;
Appropriate Safeguards	means such legally enforceable mechanism(s) for transfers of Personal Data as may be permitted under Data Protection Laws from time to time;
Data Controller	has the meaning given to that term (or to the term ‘controller’) in Data Protection Laws;
Data Processor	has the meaning given to that term (or to the term ‘processor’) in Data Protection Laws;
Data Protection Laws	means as applicable and binding on the Customer, insightsoftware.com and/or the Services: (a) in the United Kingdom: (i) the Data Protection Act 1998 and any laws or regulations implementing Directive 95/46/EC (Data Protection Directive); and/or (ii) the GDPR, and/or any corresponding or equivalent national laws or regulations; (b) in member states of the European Union: the Data Protection Directive or the GDPR, once applicable, and all relevant member state laws or regulations giving effect to or corresponding with any of them; and (c) any Applicable Laws replacing, amending, extending, re-enacting or consolidating any of the above Data Protection Laws from time to time; (i)
Data Subject	means a natural person who can be identified, directly or indirectly, by the Personal Data;
Data Subject Request	means a request made by a Data Subject to exercise any rights of Data Subjects in respect of the Protected Data under Data Protection Laws;
GDPR	means the General Data Protection Regulation (EU) 2016/679;
GDPR Date	means from when the GDPR applies on 25 May 2018;

International Organisation	means an organisation and its subordinate bodies governed by public international law, or any other body which is set up by, or on the basis of, an agreement between two or more countries;
Personal Data	means any information relating to an identified or identifiable natural person, including an identifier such as a name, an identification number, location data, an online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
Personal Data Breach processing	means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Protected Data; means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction (and related terms such as process have corresponding meanings); has the meaning given to that term in clause 3.1.1;
Processing Instructions	
Protected Data	means Personal Data received from or on behalf of the Customer in connection with the performance of insightsoftware.com's obligations under this DPA;
SCC	means the standard contractual clauses for the transfer of Personal Data to processors established in third countries, set forth in the European Commission Decision of 5 February 2010, or any such standard contractual clauses amending or replacing the SCC;
Service	shall mean the Hubble Software and Hubble Services set out in the Hubble Customer Agreement
Sub-Processor	means another Data Processor engaged by insightsoftware.com for carrying out processing activities in respect of the Protected Data on behalf of the Customer; and
Supervisory Authority	means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws.

2 Data Processor and Data Controller

- 2.1 The parties agree that, for the Protected Data, the Customer shall be the Data Controller and insightsoftware.com shall be the Data Processor.
- 2.2 Insightsoftware.com shall process Protected Data in compliance with:
- 2.2.1 the obligations of Data Processors under Data Protection Laws in respect of the performance of its obligations under this DPA; and
- 2.2.2 the terms of this DPA.
- 2.3 The Customer shall comply with:
- 2.3.1 all Data Protection Laws in connection with the processing of Protected Data, the Services and the exercise and performance of its respective rights and obligations under this DPA, including maintaining all relevant regulatory registrations and notifications as required under Data Protection Laws; and
- 2.3.2 the terms of this DPA.
- 2.4 The Customer warrants, represents and undertakes, that:
- 2.4.1 all data sourced by the Customer for use in connection with the Services shall comply in all respects, including in terms of its collection, storage and processing (which shall include the Customer providing all of the required fair processing information to, and obtaining all necessary consents from, Data Subjects), with Data Protection Laws;
- 2.4.2 all instructions given by it to insightsoftware.com in respect of Personal Data shall at all times be in accordance with Data Protection Laws; and
- 2.4.3 it is satisfied that:
- (a) insightsoftware.com's processing operations are suitable for the purposes for which the Customer proposes to use the Services and engage insightsoftware.com to process the Protected Data; and
- (b) insightsoftware.com has sufficient expertise, reliability and resources to implement technical and organisational measures that meet the requirements of Data Protection Laws.

3 Instructions and details of processing

- 3.1 Insofar as insightsoftware.com processes Protected Data on behalf of the Customer:
- 3.1.1 unless required to do otherwise by Applicable Law, insightsoftware.com shall (and shall take steps to ensure each person acting under its authority shall) process the Protected Data only on and in accordance with the Customer's documented instructions as set out in this clause 3 and Schedule 1 (Data processing details), as updated from time to time (**Processing Instructions**);
 - 3.1.2 notwithstanding any other provision of this DPA, if the law in any EU or EU member state requires insightsoftware.com to conduct Processing of the Personal Data other than in accordance with the Customer's Instructions, such Processing shall not constitute a breach of this DPA;
 - 3.1.3 if Applicable Law requires it to process Protected Data other than in accordance with the Processing Instructions, Insightsoftware.com shall notify the Customer of any such requirement before processing the Protected Data (unless Applicable Law prohibits such information on important grounds of public interest); and
 - 3.1.4 shall promptly inform the Customer if insightsoftware.com becomes aware of a Processing Instruction that, in insightsoftware.com's opinion, infringes Data Protection Laws, provided that:
 - (a) this shall be without prejudice to clauses 2.3 and 2.4;
 - (b) to the maximum extent permitted by mandatory law, insightsoftware.com shall have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any losses, costs, expenses or liabilities arising from or in connection with any processing in accordance with the Customer's Processing Instructions following the Customer's receipt of that information; and
 - (c) this clause 3.1.4 shall only apply from the GDPR Date.
- 3.2 The processing of Protected Data to be carried out by insightsoftware.com under this DPA shall comprise the processing set out in Schedule 1 (Data processing details), as may be updated from time to time.

4 Technical and organisational measures

- 4.1 Insightsoftware.com shall implement and maintain appropriate technical and organisational measures in relation to the processing of Protected Data by insightsoftware.com, as set out in Schedule 2 (Technical and organisational measures).

5 Using staff and other processors

- 5.1 The Customer hereby gives insightsoftware.com a general consent to engage Sub-processors for Processing of Personal Data on behalf of the Customer. Insightsoftware.com shall inform the Customer before transferring any Personal Data to a new Sub-processor. Following receipt of such information the Customer shall notify insightsoftware.com if it objects to the new Sub-processor. If the Customer does not object to the Sub-processor within 7 days of receiving the information, the Customer shall be deemed to have accepted the Sub-processor. If the Customer has raised a reasonable objection to the new Sub-processor, and the parties have failed to agree on a solution within reasonable time, the Customer shall have the right to terminate this DPA and the Service with a notice period determined by the Customer, without prejudice to any other remedies available under law or contract. During the notice period, insightsoftware.com shall not transfer any Personal Data to the Sub-processor.
- 5.2 Insightsoftware.com shall enter into appropriate written agreements with all of its Sub-processors on terms substantially similar to this DPA, including without limitation the Customer's right to conduct audits at the Sub-processor in accordance with Section 3.3 above, or ensure that the Sub-processor will conduct audits using external auditors at least once per year. Insightsoftware.com shall remain primarily liable to the Customer for the performance or non-performance of the Sub-processor's obligations.
- 5.3 Upon the Customer's request, insightsoftware.com is obliged to provide information regarding any Sub-processor, including name, address and the Processing carried out by the Sub-processor.

6 Assistance with the Customer's compliance and Data Subject rights

- 6.1 Insightsoftware.com shall refer all Data Subject Requests it receives to the Customer within 3 days Business Days of receipt of the request, provided that if the number of Data Subject Requests exceeds 3 per calendar month, the Customer shall pay insightsoftware.com's charges calculated at insightsoftware.com's then prevailing time and materials rates for professional services or such other charges as may, at the relevant time, be agreed by the parties in writing ("Charges"), for recording and referring the Data Subject Requests in accordance with this clause 6.1.
- 6.2 From the GDPR Date, insightsoftware.com shall provide such reasonable assistance as the Customer reasonably requires (taking into account the nature of processing and the information available to insightsoftware.com) to the Customer in ensuring compliance with the Customer's obligations under Data Protection Laws with respect to:
- 6.2.1 security of processing;
 - 6.2.2 data protection impact assessments (as such term is defined in Data Protection Laws);
 - 6.2.3 prior consultation with a Supervisory Authority regarding high risk processing; and
 - 6.2.4 notifications to the Supervisory Authority and/or communications to Data Subjects by the Customer in response to any Personal Data Breach,
- provided the Customer shall pay insightsoftware.com's Charges for providing the assistance in this clause 6.2.

7 International data transfers

- 7.1 If the Processing carried out by insightsoftware.com includes the transfer of Personal Data to a country outside of the EEA which is not recognised by the European Commission to have an adequate level of protection in accordance with Data Protection Law, the Customer and insightsoftware.com shall enter into a supplementary agreement containing the SCC. This will not apply if all such transfers are made to Sub-processors as described in the following paragraph.
- 7.2 If Processing of Personal Data under this DPA includes the transfer of Personal Data to a Sub-processor located in a country outside of the EEA which is not recognised by the European Commission to have an adequate level of protection in accordance with Data Protection Law, insightsoftware.com shall be entitled and obligated to enter into a supplementary agreement with the Sub-processor containing the SCC, in the name and on behalf of the Customer or on behalf of all insightsoftware.com's customers, before any Personal Data is transferred to such Sub-processor. Insightsoftware.com shall provide the Customer with a copy of such signed SCC agreement. The agreement with the Sub-processor need not include the SCC if the Sub-processor is a Privacy Shield participant, and as long as the EU-US Privacy Shield Framework has not been adjudged, by any relevant court or Supervisory Authority, not to provide an adequate level of data protection.
- 7.3 If and to the extent this DPA and the SCC are inconsistent, the provisions of the SCC shall prevail.

8 Records, information and audit

- 8.1 Insightsoftware.com shall maintain, in accordance with Data Protection Laws binding on insightsoftware.com, written records of all categories of processing activities carried out on behalf of the Customer.
- 8.2 Insightsoftware.com shall, in accordance with Data Protection Laws, make available to the Customer such information as is reasonably necessary to demonstrate insightsoftware.com's compliance with its obligations under Article 28 of the GDPR (and under any Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose, subject to the Customer:
- 8.2.1 giving insightsoftware.com reasonable prior notice of such information request, audit and/or inspection being required by the Customer;
 - 8.2.2 ensuring that all information obtained or generated by the Customer or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the Supervisory Authority or as otherwise required by Applicable Law);
 - 8.2.3 ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to insightsoftware.com's business, the Sub-Processors' business and the business of other customers of insightsoftware.com; and

8.2.4 paying insightsoftware.com's reasonable costs for assisting with the provision of information and allowing for and contributing to inspections and audits.

9 Breach notification

9.1 In respect of any Personal Data Breach involving Protected Data, insightsoftware.com shall, without undue delay:

9.1.1 notify the Customer of the Personal Data Breach; and

9.1.2 provide the Customer with details of the Personal Data Breach.

10 Deletion or return of Protected Data and copies

10.1 Insightsoftware.com shall, at the Customer's written request, either delete or return all the Protected Data to the Customer in such form as the Customer reasonably requests within a reasonable time after the earlier of:

10.1.1 the end of the provision of the relevant Services related to processing; or

10.1.2 once processing by insightsoftware.com of any Protected Data is no longer required for the purpose of insightsoftware.com's performance of its relevant obligations under this DPA,

and delete existing copies (unless storage of any data is required by Applicable Law and, if so, insightsoftware.com shall inform the Customer of any such requirement).

11 Dispute Resolution

11.1 This DPA and any non-contractual obligations arising in connection with it shall be governed by the law of England and Wales.

11.2 The English courts shall have exclusive jurisdiction to determine any dispute arising in connection with the DPA, including disputes relating to any non-contractual obligations.

**SCHEDULE 1
DETAILS OF PROCESSING**

Under Data Protection Law, insightsoftware.com shall only Process Personal Data in accordance with Customer's documented Instructions, as regulated in the DPA. This document forms part of the Customer's Instructions, directing insightsoftware.com on the scope, nature, and purpose when Processing Personal Data on behalf of the Customer.

The Instructions may be amended in writing by the Customer from time to time, as communicated in writing to Processor by authorized representative of the Customer or through the Customer's use of the Service.

1. SCOPE OF PROCESSING

The Processor shall Process Personal Data hereunder exclusively within the scope of the provision of the Services.

2. PURPOSE OF PROCESSING.

insightsoftware.com shall Process Personal Data only for the purpose of providing the Services, which may include the provision of support and maintenance.

3. CATEGORIES OF DATA SUBJECTS AND TYPES OF PERSONAL DATA

It is not possible for Insightsoftware.com to control the information that the Customer choose to store and process using the Services and consequently the categories and types of personal data processed will be at the complete discretion of the Customer.

4. SPECIAL CATEGORIES OF PERSONAL DATA

Insightsoftware.com does not anticipate processing any personal data under this agreement that falls into the special categories of data as set out in the GDPR, however, it is not possible for Insightsoftware.com to control the information that the Customer chooses to store and process using the Services.

5. PROCESSING ACTIVITIES

Insightsoftware.com engages in various activities as required for the provision of support and professional services. The customer related contact data is stored and processed as needed to adequately ensure an acceptable level of performance in relation to maintenance and support contracts. The data is accessed, read, and utilized as necessary throughout the life of the contract. If the contract terminates, the data is destroyed in accordance with this addendum.

6. DURATION OF PROCESSING

Personal Data shall not be Processed for a period longer than is necessary for serving its purpose. In respect of all Processing activities other than storage of the Personal Data, the Processing shall cease on expiry or termination of the Services. In relation to storage of the Personal Data, the Processing shall cease within 2 weeks following termination or expiry of the Services.

7. SUB-PROCESSOR

- 1 Insightsoftware.com has engaged sub-processor(s) for carrying out specific Processing activities on behalf of the Customer, namely:

Name of Sub-processor	Address of Sub-processor
Salesforce.com Inc.	One Market Street San Francisco CA 94105 USA
Onica Group LLC	1618 Stanford Street Santa Monica, CA 90404

8. PROCESSING LOCATION

Processing takes place in the following country/countries: insightsoftware.com's main offices are in the Ireland, United Kingdom, United States and Australia.

<p>[INSERT COMPANY'S NAME]</p> <p>On behalf of [Name of Company] Place and Date: Signature: Name in print/title:</p>	<p>INSIGHTSOFTWARE.COM INTERNATIONAL UNLIMITED</p> <p>On behalf of INSIGHTSOFTWARE.COM INTERNATIONAL UNLIMITED Place and Date: Signature: Name in print/title:</p>
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SCHEDULE 2
TECHNICAL AND ORGANISATIONAL MEASURES

The data insightsoftware.com controls in relation to the provisioning of support and services is stored in an instance of Salesforce.com which allows the business to leverage the infrastructure and framework that Salesforce.com inherently uses to secure data. Insightsoftware.com employees follow well defined procedures in their use of the data so they can provide the required service to customers. See company Privacy Policy for specific details on how Customer data is handled.

Insightsoftware.com utilizes a sub-processor to host and manage the Hubble Cloud service. The underlying technical framework for these environments is Amazon Web Services, Inc (AWS) which allows the sub-processor and insightsoftware.com to leverage the security framework of AWS. The sub-processor is restricted to the monitoring and maintenance of the service whereas insightsoftware.com provides all product related support thus following the same data protection protocol as well all non-Hubble Cloud service customers.