

DATA PROCESSING ADDENDUM

Where applicable, this Data Processing Addendum is hereby incorporated in the ShareGate Apricot Terms of Service (the “**Terms**”), found at <https://sharegate.com/terms#sharegate-apricot>, unless Customer has entered into a superseding written agreement with ShareGate, in which case, it forms a part of such written agreement. All capitalized terms not defined herein shall have the meaning set forth in the Terms. Unless Customer has a superseding written agreement with ShareGate, ShareGate may amend this Data Processing Addendum from time to time on its Website, as its business evolves. Any revisions will become effective on the date ShareGate publishes the changes. Customer can review the most current version of the Data Processing Addendum at any time by visiting this page. If Customer uses the Services after the effective date of any changes, that use will constitute the acceptance of the revised Data Processing Addendum.

1. **DEFINITIONS AND INTERPRETATION**

- (i) "**Customer Personal Information**" means any Personal Information contained within the information submitted or transferred by Customer to ShareGate in conjunction with the usage of ShareGate Apricot;
- (ii) "**Data Controller**" has the meaning set out in GDPR;
- (iii) "**Data Processor**" has the meaning set out in GDPR;
- (iv) "**Data Protection Regulator**" means the applicable supervisory authority with jurisdiction over either party, and in each case any successor body from time to time;
- (v) "**Data Subject**" has the meaning set out in GDPR;
- (vi) "**Personal Information**" has the meaning set out in Privacy Laws;
- (vii) "**Privacy Laws**" means all applicable data protection and privacy legislation, regulations and guidance governing the protection of Personal Information including but not limited to Regulation (EU) 2016/679 (the "**General Data Protection Regulation**" or "**GDPR**"); and
- (viii) "**Process**", "**Processing**" or "**Processed**" have the meaning set out in GDPR.

2. **PROTECTION OF PERSONAL INFORMATION**

- 2.1. **Supersedence.** If any provision contained in the following Section 2 (Protection of Personal Information) conflicts with any provision in the Terms, the provision contained in the following Section 2 shall prevail.
- 2.2. **Data Controller and Data Processor.** The Parties acknowledge that the Customer is the Data Controller and ShareGate is the Data Processor of the Customer Personal Information. ShareGate will Process Personal Information in accordance with Section 3 of this Data Processing Addendum.
- 2.3. **Customer’s Obligations as Data Controller.** The Customer warrants that the Customer Personal Information has been obtained fairly and lawfully and, in all respects in compliance with the Privacy Laws. The Customer shall comply with all of its obligations under Privacy Laws and shall fully indemnify and hold ShareGate harmless from and against any and all losses, damages, claims, costs and expenses (including, without limitation, reasonable legal expenses) suffered or incurred by or awarded against ShareGate as a result of or in connection with any breach by the Customer of Section 2 of this Data Processing Addendum and/or the Privacy Laws.

- 2.4. **ShareGate's Obligations as Data Processor.** ShareGate shall:
- 2.4.1. Process the Customer Personal Information only in accordance with Section 3 of this Data Processing Addendum and any other reasonable documented instructions as provided by the Customer to ShareGate from time to time ("**Instructions**"), including with regard to transfers of Customer Personal Information to a third country, save where:
 - 2.4.1.1. such Instructions are unlawful;
 - 2.4.1.2. such Instructions would cause ShareGate to breach its own obligations under Privacy Laws or the Terms or any other agreement with a third party;
 - 2.4.1.3. ShareGate is under a legal obligation to Process the Customer Personal Information, in which case ShareGate shall inform the Customer of the legal obligation, except to the extent the law prohibits it from doing so; and/or
 - 2.4.1.4. such Instruction delays or prevents performance of any obligations provided under the Terms, in which case ShareGate shall be granted relief from liability hereunder.
 - 2.4.2. inform the Customer if, in its opinion, an Instruction received from the Customer infringes the Privacy Laws;
 - 2.4.3. ensure that all ShareGate employees and personnel who are involved in the Processing of Customer Personal Information have committed themselves to confidentiality or are under statutory obligations of confidentiality;
 - 2.4.4. not provide any new third party, with access to the Customer Personal Information or sub-contract any of its obligations under the Terms that involve Processing Customer Personal Information without noticing in advance the Customer. The Customer hereby approves those third parties listed below, or any further third party which is compliant with GDPR requirements regarding transfers of Customer Personal Information to a third country (the "**Subprocessors**"):
 - 2.4.4.1. Microsoft Azure. ShareGate's internal database is hosted in Microsoft Azure data centers, located in the United States. ShareGate also uses Microsoft Azure to gather information about the Customer cloud infrastructure, including usage data, subscription and resource meta data.
 - 2.4.4.2. MongoDB Inc. ShareGate's database management service provider is MongoDB Atlas, located in the United States.
 - 2.4.5. ensure that any sub-contract entered into by ShareGate (where Customer Personal Information is Processed by a Subprocessor) contains provisions which comply with Privacy Laws and in any event, are no less onerous than those imposed under Section 2 of this Data Processing Addendum;
 - 2.4.6. implement and maintain appropriate technical and organizational security measures to protect against unauthorised or unlawful Processing of the Customer Personal Information and against accidental loss, disclosure or destruction of, or damage to, the Customer Personal Information, taking into account the state of the art, costs of implementation and nature, scope,

context and purposes of Processing, as described in the Privacy Policy, found at <https://sharegate.com/privacy-policy#sharegate-apricot>;

- 2.4.7. taking into account the nature of the Processing, assist the Customer, at the Customer's cost, by appropriate technical and organizational measures, to enable the Customer to comply with its obligations under Privacy Laws in responding to requests from Data Subjects, insofar as this is possible;
- 2.4.8. assist the Customer, at the Customer's cost, to comply with its obligations under the GDPR, taking into account the nature of Processing and information available to ShareGate, including:
 - 2.4.8.1. notification to the Data Protection Regulator and Data Subjects of a breach of security which leads to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Personal Information transmitted, stored or otherwise Processed; and
 - 2.4.8.2. the Customer's obligations to carry out data protection impact assessments and any subsequent consultation with the Data Protection Regulator;
- 2.4.9. make available to the Customer, all information necessary to demonstrate compliance with the obligations imposed on ShareGate under Section 2 of this Data Processing Addendum and/or Privacy Laws and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer (but not being a competitor of ShareGate) for the purposes of demonstrating such compliance; and
- 2.4.10. unless required by law, at Customer's request following termination or expiry of the Terms for whatever reason, at the Customer's cost, securely delete all of the Customer Personal Information to the Customer.

3. INSTRUCTIONS FOR PROCESSING OF CUSTOMER PERSONAL INFORMATION

ShareGate will Process Customer Personal Information in accordance with the following instructions:

Categories of Customer Personal Information collected by ShareGate	Categories of Data Subjects for which Customer Personal Information is Processed	Purposes for which ShareGate Processes Customer Personal Information	Nature of Processing	Duration of Processing
<p>Users credentials (such as emails, names, etc.)</p> <ul style="list-style-type: none"> ➤ User credentials permit the users to access ShareGate Apricot and include emails and authentication tokens. For further clarity, users' passwords are NOT part of such user credentials. 	<ul style="list-style-type: none"> • users of ShareGate Apricot 	<ul style="list-style-type: none"> • provide, maintain and improve ShareGate Apricot • prevent or address service, security, support or technical issues with ShareGate Apricot 	<p>Handling, storing, sharing with the Subprocessor, accessing and reviewing customer personal information for the processing purposes set out adjacent.</p>	<p>As long as necessary for the purposes described in the Terms, unless a longer retention is required by law.</p>
<p>User profiles</p> <ul style="list-style-type: none"> ➤ ShareGate Apricot uses the permission granted to Microsoft Azure to create a profile for each user, which contains the first name, last name, company name and email of the user. 	<ul style="list-style-type: none"> • users of ShareGate Apricot 	<ul style="list-style-type: none"> • provide, maintain and improve the ShareGate Apricot Platform • prevent or address service, security, support or technical issues with ShareGate Apricot 	<p>Handling, storing, sharing with the Subprocessor, accessing and reviewing customer personal information for the processing purposes set out adjacent.</p>	<p>As long as necessary for the purposes described in the Terms, unless a longer retention is required by law.</p>
<p>Diagnostic data</p> <ul style="list-style-type: none"> ➤ In the context of providing support services, Sharegate's support team may request access to Service Data (as defined in the Terms) or Diagnostic Data (as defined below) to investigate what prevents the normal functioning of the ShareGate Apricot. "Diagnostic Data" means the migration report, the error log, the copy manifest which may be transmitted to ShareGate. ➤ Given that the Diagnostic Data may sometime contain Service Data, it is possible that ShareGate has access to Customer Personal Information that was included in the documents and data stored in Customers' own 	<ul style="list-style-type: none"> • users of ShareGate Apricot 	<ul style="list-style-type: none"> • provide, maintain and improve the ShareGate Apricot Platform • prevent or address service, security, support or technical issues with ShareGate Apricot 	<p>Handling, storing, sharing with the Subprocessor, accessing and reviewing customer personal information for the processing purposes set out adjacent.</p>	<p>As long as necessary for the purposes described in the Terms, unless a longer retention is required by law.</p>

Microsoft SharePoint and Office 365. Sharegate doesn't have any control over who would be the Data Subject related to such Customer Personal Information, since the Customer Personal Information would be in the users' documents.