

DataCamp, Inc. Data Processing Addendum

This Data Processing Addendum (“**DPA**”) forms part of the Agreement between DataCamp, Inc. (“**DataCamp**”) and the entity entering the Agreement as a customer of DataCamp’s Services (“**Customer**”). DataCamp and Customer may be collectively referred to herein as the “**Parties**” or individually as a “**Party**.”

This DPA is supplemental to the Agreement and sets out the terms that apply when Customer Data is Processed by DataCamp under the Agreement. The Parties agree to comply with the following provisions with respect to DataCamp’s Processing of Customer Data. All capitalized terms not defined in this DPA will have the meanings set out in the Agreement.

Definitions

“**Adequate Jurisdiction**” means (as applicable) any jurisdiction that (i) the European Commission has approved as providing an adequate level of protection for Personal Data under the GDPR; (ii) has been approved as adequate under applicable United Kingdom adequacy regulations; or (iii) has been approved as adequate pursuant to the Swiss DPA.

“**Admin**” means the person listed as administrator as part of the business subscription plan for the Services.

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**” for purposes of this definition means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Agreement**” means DataCamp’s Standard Terms of Use, or any order form, master service agreement, or any other written agreement which is executed and signed by an authorized representative of DataCamp, which governs the provision of the Services to Customer.

“**Anonymous Data**” means Personal Data that has been processed in such a manner that it can no longer be attributed to an identified or identifiable natural person, directly or indirectly, by DataCamp or any other party reasonably likely to receive, or access that anonymized Personal Data.

“**CCPA**” means the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, and any binding regulations promulgated thereunder, in each case, as may be amended from time to time.

“**Customer Data**” means any Personal Data that DataCamp processes on behalf of Customer in the course of providing Services as either (i) a Data Processor for purposes of European Data Protection Law, or (ii) a Service Provider for purposes of CCPA.

“**Data Protection Law**” means all data protection laws and regulations applicable to a Party’s processing of Customer Data under the Agreement, including, where applicable, European Data Protection Law and US Data Protection Law.

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

“**Data Processor**” means an entity that processes Personal Data on behalf of a Data Controller.

“**Data Subject**” means the individual to whom Personal Data relates.

“**European Data Protection Law**” means data protection laws applicable in Europe, including but not limited to: (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (“**GDPR**”); (ii) Directive 2002/58/EC concerning the processing of Personal Data and the protection of privacy in the electronic communications sector; (iii) applicable national implementations of (i) and (ii); (iv) in respect of the United Kingdom, the GDPR as applicable as part of domestic law by virtue of section 3 of the

European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 ("**UK GDPR**"), the Data Protection Act 2018 and Privacy and Electronics (EC Directive) Regulations 2003; and (v) Swiss Federal Data Protection Act that came into force on 1 September 2023 ("**Swiss DPA**"); in each case, as may be amended, superseded or replaced.

"**EU Export**" means any transfer of Customer Data to which GDPR applies outside the EEA to a country which is not an Adequate Jurisdiction from Customer to DataCamp.

"**Europe**" means the European Economic Area ("**EEA**") (which comprises the member states of the European Union, Norway, Iceland, and Liechtenstein), the United Kingdom and Switzerland.

"**Personal Data**" means any information relating to an identified or identifiable individual and which is afforded protection as personal data, personal information, or personally identifiable information under applicable Data Protection Law.

"**processing**" has the meaning given to it under Data Protection Law or if not defined thereunder, the GDPR, and "**process**", "**processes**" and "**processed**" will be interpreted accordingly.

"**SCCs**" mean (i) where the GDPR applies, the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("**EU SCCs**"); (ii) where the UK GDPR applies, the "International Data Transfer Addendum to the EU Commission Standard Contractual Clauses" issued by the Information Commissioner under s.119A(1) of the Data Protection Act 2018 ("**UK Addendum**"); and (iii) where the Swiss DPA applies, the EU SCC's with the Swiss additions identified in Annex F ("**Swiss SCCs**").

"**Security Incident**" means any breach of security measures resulting in unauthorized or accidental access, loss, alteration, disclosure, or destruction of Customer Data. Security Incident will not include unsuccessful attempts or activities that do not compromise the security of Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

"**Services**" means any product or service provided by DataCamp to Customer pursuant to the Agreement.

"**Sub-processor**" means any Data Processor engaged by DataCamp to assist in processing Customer Data pursuant to the Agreement or this DPA. Sub-processors may include third parties or DataCamp's Affiliates.

"**Swiss Export**" means any transfer of Customer Data to which the Swiss DPA applies outside Switzerland to a country that is not an Adequate Jurisdiction from Customer to DataCamp.

"**UK Export**" means any transfer of Customer Data to which the UK GDPR applies from Customer to DataCamp outside the UK to a country which is not an Adequate Jurisdiction.

"**US Data Protection Law**" means the state laws in effect in the United States of America from time to time that are applicable to the processing of personal data under this DPA, including, but not limited to, the CCPA, the Virginia Consumer Data Protection Act, the Colorado Privacy Act, the Connecticut Data Privacy Act, and the Utah Consumer Privacy Act.

1. Roles and Scope of Processing

- a. Applicability. This DPA only applies to Customer Data that is subject to Data Protection Law and only to the extent that DataCamp processes Customer Data on behalf of Customer in the course of providing Services. This DPA does not apply to Personal Data that DataCamp processes as a Controller or to Anonymous Data.
- b. Roles of the Parties. Customer determines the purpose and means of the processing of Customer Data and is therefore the Data Controller. DataCamp will process

Customer Data only as a Data Processor acting on behalf of Customer and DataCamp will engage Sub-processors pursuant to the requirements set out in Section 2 “**Sub-processing**” below.

- c. Customer Compliance. Customer agrees that (i) it will comply with all Data Protection Law in respect of its use of the Services, its processing of Customer Data and any processing instructions it issues to DataCamp; (ii) it will ensure it has the right to transfer, or provide access to, Customer Data to DataCamp for processing pursuant to the Agreement and this DPA; and (iii) it will have sole responsibility for the accuracy, quality and legality of Customer Data and the means by which Customer acquired such Customer Data.
- d. Purpose Limitation. DataCamp shall process Customer Data only (i) in accordance with Customer’s documented lawful instructions as set out in the Agreement and this DPA including **Annex A** attached hereto; (ii) as required by Data Protection Law; and (iii) as further documented in any other written instructions given by Customer and acknowledged by DataCamp as constituting instructions for purposes of this DPA. The Parties agree that this DPA and the Agreement set out Customer’s complete and final instructions to DataCamp in relation to the processing of Customer Data, and processing outside the scope of these instructions (if any) shall require prior written agreement between the Parties. When DataCamp considers an instruction in conflict with Data Protection Law, it will immediately notify Customer thereof. In addition, when DataCamp is under a legal obligation to process Customer Data outside of Customer instructions, it will notify Customer of such obligation as promptly as practicable unless DataCamp is legally prohibited from doing so.
- e. Prohibited Data. Customer will not provide (or cause to be provided) any Personal Data that falls within the definition of “special categories of data” or “sensitive personal information” under Data Protection Law, and DataCamp will have no liability whatsoever for such special categories of data or sensitive personal information, whether in connection with a Security Incident or otherwise. For the avoidance of doubt, this DPA will not apply to such special categories of data or sensitive personal information.

2. **Sub-processing**

- a. Sub-processors. Customer agrees that (a) DataCamp may engage its Affiliates and third-party sub-processors for specific processing activities (“**Sub-processors**”) and (b) such Sub-processors may engage other processors to process Customer Data on DataCamp’s behalf. The Sub-processors currently engaged by DataCamp and authorized by Customer are listed in **Annex B**.
 - i. DataCamp will: (i) enter into a written agreement with the Sub-processor imposing data protection obligations that protect Customer Data to the standard required by Data Protection Law; and (ii) remain liable to Customer for any breach of the DPA caused by the Sub-processor, but only to the same

extent that DataCamp would be liable if it had provided the services of the Sub-processor directly under the terms of this DPA.

- ii. DataCamp will: (i) provide an up-to-date list of the Sub-processors it has appointed on request; and (ii) notify Customer (for which email or a notice in the Services will suffice) if it appoints or replaces a Sub-processor at least ten (10) days prior to any such changes.
- b. Objection to Sub-processors. Customer may object in writing to DataCamp's appointment or replacement of a Sub-processor within five (5) calendar days of such notice, provided that such objection is based on reasonable grounds related to data protection. In such event, the Parties will discuss such concerns in good faith with a view to achieving a resolution. If the Parties do not find a solution within fifteen (15) calendar days after Customer has objected to the appointment or replacement of a Sub-processor, both Parties are entitled to terminate the Agreement and this DPA with immediate effect (without prejudice to any fees incurred by Customer prior to the termination of the Agreement and this DPA).

3. **Security**

- a. Confidentiality Obligations. DataCamp will ensure that any personnel authorized by DataCamp to process Customer Data will be under an appropriate obligation of confidentiality (whether a contractual or statutory duty).
- b. Security Measures. DataCamp will maintain appropriate technical and organizational measures to secure Customer Data as outlined in **Annex C** attached hereto, including measures to protect against Security Incidents. These measures refer to a suitable level of security, taking into account the state of the art and the costs of implementation, as well as the risks inherent in data processing carried out by DataCamp and the nature of Customer Data. DataCamp may update or modify such measures from time to time, provided that such updates and modifications do not materially decrease the overall security of the Services.
- c. Security Incidents. Upon becoming aware of a Security Incident, DataCamp will notify Customer without undue delay and will provide such information as Customer may reasonably require, including to enable Customer to fulfil its data breach reporting obligations under Data Protection Law. DataCamp's notification of or response to a Security Incident will not be construed as an acknowledgement by DataCamp of any fault or liability with respect to the Security Incident. If DataCamp is not liable for the Security Incident, DataCamp reserves the right to charge a reasonable administrative fee which will be proportional to the effort required to provide assistance.
- d. Customer's Appropriate Use of Services. Customer agrees that, without prejudice to DataCamp's obligations under this DPA, (i) Customer is solely responsible for its use of the Services, including (a) making appropriate use of the Services to ensure a level of security appropriate to the risk in respect of Customer Data; and (b) securing the

account authentication credentials, systems and devices Customer uses to access the Services; and (ii) DataCamp has no obligation to protect Customer Data that Customer elects to store or transfer outside of DataCamp's and/or its Sub-processors' systems.

4. International Transfers

- a. Location of Processing. Customer acknowledges that DataCamp may transfer, store and process Customer Data anywhere in the world where DataCamp, its Affiliates or its Sub-processors maintain data processing operations, including, without limitation, the United States of America. DataCamp will at all times ensure that such transfers are made in compliance with the requirements of Data Protection Law.
- b. Cross Border Transfer Mechanism.
 - i. United Kingdom: The provisions of **Annex D** shall apply to any UK Export.
 - ii. EEA: The provisions of **Annex E** shall apply to any EU Export.
 - iii. Switzerland: The provisions of **Annex F** shall apply to any Swiss Export.
 - iv. Notwithstanding the foregoing, the SCCs (or obligations the same as those under the SCCs) will not apply if DataCamp has adopted, at its sole discretion, an alternative, recognized compliance standard for the lawful transfer of Personal Data outside the EEA, the United Kingdom or Switzerland, as applicable. If the SCCs are updated, superseded, or replaced and such change may have a material effect on the rights or obligations of the Parties under this DPA, then DataCamp may require, and Customer may request, that the Parties enter into a replacement set of SCCs in accordance with European Data Protection Law.

5. Cooperation and Audits

- a. Data Subject Rights. To the extent that Customer is unable to independently fulfil a request from a Data Subject seeking to exercise their rights under Data Protection Law, DataCamp will provide Customer with reasonable cooperation and assistance insofar as this is possible, at Customer's expense, to enable Customer to respond to requests from Data Subjects seeking to exercise their rights under Data Protection Law. In the event such a request is made directly to DataCamp, DataCamp will promptly inform Customer of the same. Customer authorizes DataCamp to respond to requests from Data Subjects seeking to exercise their rights under the GDPR or the CCPA in order to clarify requests and/or to resolve ordinary customer support requests.
- b. Data Protection Impact Assessments. To the extent required under applicable European Data Protection Law, DataCamp will (taking into account the nature of the processing and the information available to DataCamp) provide all reasonably requested information regarding the Services to enable Customer to carry out data protection impact assessments or prior consultations with data protection authorities as required by European Data Protection Law; provided, however, that DataCamp will

not be liable for any failure of Customer to comply with Customer's own obligations related thereto.

- c. **Audits.** Upon Customer's reasonable written request, and no more than once per calendar year, DataCamp will make available for Customer's inspection and audit, copies of certifications, records or reports demonstrating DataCamp's compliance with this DPA. While it is the Parties' intention ordinarily to rely on the provision of the aforementioned documentation to demonstrate DataCamp's compliance with this DPA and the provisions of Article 28 of the GDPR or UK GDPR, as applicable, in the event that Customer reasonably determines that it must inspect DataCamp's premises or equipment for purposes of this DPA, then no more than once per calendar year, any audits described in this Section 5(c) will be conducted, at Customer's expense, through a qualified, independent third-party auditor ("**Independent Auditor**") designated by Customer. Before the commencement of any such on-site inspection, the Parties will mutually agree on reasonable timing, scope, and security controls applicable to the audit (including without limitation restricting access to DataCamp's confidential information, trade secrets and data belonging to other customers). Any inspection will be of reasonable duration and will not unreasonably interfere with DataCamp's day-to-day operations. All Independent Auditors are required to enter into a non-disclosure agreement containing confidentiality provisions reasonably acceptable to DataCamp and intended to protect DataCamp's and its customers' confidential and proprietary information. To the extent that Customer or any Independent Auditor causes any damage, injury, or disruption to DataCamp's premises, equipment, personnel, and business in the course of such an audit or inspection, Customer will be solely responsible for any costs associated therewith. Customer will promptly notify DataCamp with information regarding any alleged non-compliance discovered during an audit.

6. **Deletion or Return of Customer Data**

- a. Upon request by Customer at any time during this Agreement or at the termination or expiration of the Agreement, DataCamp will delete or return Customer Data and copies thereof to Customer that are in DataCamp's possession or control. Notwithstanding the foregoing, DataCamp may retain copies of Customer Data: (x) to the extent DataCamp has a separate legal right or obligation to retain some or all of the Customer Data; (y) that is incorporated into DataCamp business records such as email and accounting records, and (z) in backup systems until the backups have been overwritten or expunged in accordance with DataCamp's backup policy; provided, however, in each case the confidentiality obligations and applicable use restrictions in the Agreement will continue to apply to such data for the duration of the retention. The Parties agree that the certification of deletion of Personal Data that is described in Clause 12(1) of the EU SCCs will be provided by DataCamp to Customer only upon Customer's request.

7. CCPA

- a. Scope. This Section 7 will apply only with respect to Customer Data that is subject to the protection of the CCPA. For purposes of this Section 7, the terms “Business,” “sell,” “share”, “Third Party” and “Service Provider” have the meanings given in the CCPA.
- b. Roles of the Parties. With respect to Customer Data as to which CCPA applies, the Parties acknowledge and agree that: (a) DataCamp is a “Service Provider” and not a “Third Party”; (b) Customer is a “Business;” and (c) each Sub-processor is a “Service Provider”. The Parties agree that Customer will disclose to DataCamp the Customer Data as to which CCPA applies for the business purpose of enabling DataCamp to perform the Services in accordance with the Agreement and subject to the requirements of this DPA, including without limitation those set out in Section 7(c) (No Sale).
- c. No Sale or Share. DataCamp will not: (a) “sell” or “share” Customer Data; (b) retain, use, or disclose Customer Data for any purpose other than for the specific purpose of performing the Services; (c) retain, use, or disclose Customer Data for a commercial purpose other than providing the Services; (d) retain, use, or disclose Customer Data outside of the direct business relationship between DataCamp and the Customer; or (e) combine it with Customer Data it receives from or on behalf of another entity or that it collects from its own interaction with the Data Subject unless permitted by the CCPA. DataCamp certifies that it understands these restrictions and will comply with them.
- d. DataCamp will notify Customer if DataCamp makes a determination that it can no longer meet its obligations under the CCPA.

8. Liability

- a. Indemnification. DataCamp will indemnify Customer from and against all third-party claims, liabilities, costs, damages, judgments, expenses, and losses (including reasonable attorneys’ fees and costs) arising from any breach by DataCamp of this DPA; provided however, under no circumstances will DataCamp be liable for any breaches of this DPA or violations of Data Protection Law that are caused by Customer. Any such indemnification obligation of DataCamp is contingent upon:
 - i. Customer promptly notifying DataCamp in writing of any claim which could give rise to an indemnification obligation;
 - ii. DataCamp being given the possibility to control the defense of any litigation and to settle or compromise all claims which could give rise to this indemnification obligation (provided that Customer may always appoint advisory counsel at its own expense to assist DataCamp in the defense of such claim);
 - iii. Customer cooperating in all reasonable respects and at its own expense with DataCamp in the defense of the claim.

- b. This clause is without prejudice to and does not limit either Party's liability to Data Subjects that cannot lawfully be limited or disclaimed under applicable Data Protection Law.
- c. Where DataCamp is obliged to provide assistance to Customer or third parties at the request of Customer (including submission to an audit hereunder and/or the provision of information) in connection with this DPA or the Data Protection Law, such assistance will be provided at the sole cost and expense of Customer, save where such assistance directly arises from DataCamp's breach of its obligations under this DPA, in which event the costs of such assistance will be borne by DataCamp.
- d. Limitation of Liability. Each Party's liability to the other taken together in the aggregate, arising out of or related to this DPA (including this Section 8 and the SCCs), whether in contract, tort (including negligence) or under any other theory of liability, is subject to the exclusions and limitations of liability set out in the Agreement and any reference in such sections to the liability of a Party means aggregate liability of that Party and all of its Affiliates under the Agreement (including this DPA). Under no circumstances will DataCamp be liable for any violations of this DPA or violations of Data Protection Law that are caused by Customer.

9. Miscellaneous

- a. Effective Date. This DPA will become effective on the date which is the earlier of (1) Customer's initial access to the Services through any registration or order process; or (2) the effective date of the first Order Form ("**Effective Date**"). If DataCamp has already processed Customer Data within the scope of the Agreement prior to the Effective Date, the DPA will apply retroactively from the start of the processing of Customer Data by DataCamp on behalf of Customer.
- b. Agreement. Except as amended by this DPA, the Agreement will remain in full force and effect.
- c. Priority. If there is a conflict between this DPA and the Agreement, the DPA will control. In the event of a conflict between the terms of the DPA and the SCCs, the SCCs will prevail.
- d. Modifications. Customer agrees that DataCamp may modify this DPA at any time provided DataCamp may only modify the SCCs (i) to incorporate any new version of the SCCs (or similar model clauses) that may be adopted under applicable Data Protection Law or (ii) to comply with applicable law, applicable regulation, a court order, or guidance issued by a governmental regulator or agency. If DataCamp makes any material modifications to this DPA, DataCamp shall provide Customer with at least ten (10) days' notice (or such shorter period as may be required to comply with applicable law, applicable regulation, a court order or guidance issued by a governmental regulator or agency) before the change will take effect by either: (a) sending an email to the Admin; or (b) alerting Customer via the Services. If Customer

reasonably objects to any such change, Customer may terminate the Agreement and this DPA by giving written notice to DataCamp within ten (10) days of notice from DataCamp of the change.

- e. Governing Law and Jurisdiction. This DPA will be governed by and construed in accordance with the governing law and jurisdiction stated in the Agreement, unless required otherwise by applicable Data Protection Law.
- f. Severability. If any individual provisions of this DPA are determined to be invalid or unenforceable, the validity and enforceability of the other provisions of this DPA will not be affected.

Annex A - Description of Processing

Subject Matter	<ul style="list-style-type: none"> • DataCamp's provision of the Services to Customer
Categories of Data Subjects Whose Personal Data is Transferred	<ul style="list-style-type: none"> • Users • Account Administrators
Categories of Personal Data Transferred	<p>The Customer Data that is required in order for DataCamp to provide the Services (Required Data) which includes:</p> <ul style="list-style-type: none"> • Personal identifiers including name and email address • Electronic identifiers including Device ID, IP address, tracking ID <p>Any other Customer Data that the Customer chooses to provide as part of its use of the Services (Optional Data) which includes:</p> <ul style="list-style-type: none"> • Telephone number • Profile information including avatar or profile image, social media handle or link to social media page, details of a personal blog or website or a link to a personal blog or website • Professional data including company name and company domain • Educational data (if applicable) including school name, faculty page and teaching role • Account information including learning history, exercise submissions
Sensitive Data Transferred	<ul style="list-style-type: none"> • Not applicable
Frequency of Transfer	<ul style="list-style-type: none"> • Continuous basis as long as the online platform located at www.datacamp.com and/or related mobile application is used by Data Exporter
Nature and Purposes of the Processing	<ul style="list-style-type: none"> • Providing an online platform (located at http://www.datacamp.com) and a mobile application where organizations and individuals can learn data science and analytics skills, collaborate on data analyses, certify data skills, and get matched to job opportunities in data science and analytics. • Communicating with users on the DataCamp website or email (including helpdesk)
Period for which the Personal Data will be Retained	<ul style="list-style-type: none"> • Until deletion of all Customer Data in accordance with the DPA.
Transfers to Sub-processors	<ul style="list-style-type: none"> • As set out in Annex B

Annex B - List of DataCamp Sub-processors

DataCamp, Inc. uses the Sub-processors (set out below) to assist DataCamp, Inc. in providing the Services. The duration of the processing by such Sub-processors is on a continuous basis as long as the online platform located at www.datacamp.com and/or related mobile application is used by Customer.

Third Party Sub-processors

Name	Address	Contact person's name, position, and contact details	Description of processing:	Entity HQ Location	Data Processing Location
Algolia, Inc.	301 Howard St, 3rd floor, San Francisco, CA 94105 (USA)	privacy@algolia.com	Search Engine for educational content: Algolia subscribers or subscriber's end users electronically submit (or cause to be submitted) data via the Services for hosting, indexing and related processing.	US	US
Amazon Web Services, Inc.	410 Terry Avenue North, Seattle, WA 98109-5210 (USA)	Form on the website Choose Compliance Support	Cloud hosting and data storage services.	US	US
Customer.io (Peaberry Software Inc.)	921 SW Washington Street Suite 820 Portland, OR 97205 (USA)	privacy@customer.io	Customer.io provides a number of email related services, including distribution automated transactional email functions (such as password resets) and platform email functions (such as distribution of statement of accomplishments). In addition, customer.io provides certain email functions for distribution of engagement and platform educational materials, which Customer or its Business Users may opt out of receiving.	US	US
Datadog, Inc.	620 8TH Ave FL 45, New York, NY, 10018-1741 (USA)	gdpr@datadoghq.com	Monitoring, alerting, and logging of all infrastructure and client-facing applications	US	US
Google LLC	1600 Amphitheatre Parkway Mountain View, CA 94043 (USA)	Privacy Help Center	Web Analytics Cloud hosting for specific courses Google Workspace for email and general productivity tasks	US	US
Heap, Inc.	225 Bush St #200 San Francisco, CA 94104	dpo@heap.io	Web Analytics	US	US
Hotjar Ltd.	Dragonara Business Centre 5th Floor, Dragonara Road,	support@hotjar.com H	Usage Analytics via heatmaps	Malta	Ireland

	Paceville St Julian's STJ 3141 Malta (Europe)				
Intercom, Inc.	55 2ND St FL 4 San Francisco, CA, 94105-4560 (USA)	DPO legal@intercom.com	Tool used for in-application user support	US	US
Microsoft Corporation	One Microsoft Way Redmond WA 98052- 6399 (USA)	Form on the website	Cloud hosting for specific courses WHEN PERSONALIZED AI IS ENABLED: Learner activity related to DataCamp curriculum such as course starts and completions, projects, practices, and assessments for the purpose of recommending content that is tailored to the learner's skills and interests recorded in the DataCamp platform.	US	US
Snowplow Analytics Limited	17 Bevis Marks, Floor 6, London, EC3A 7LN (UK)	info@snowplowanalytics.com	Web Analytics	UK	US
SVMK Inc / Momentive.ia (SurveyMonkey)	1 Curiosity Way, San Mateo, CA 94403 (USA)	Form on the website	User Surveys: to create and send surveys	US	US
InMoment, Inc.	10355 South Jordan Gateway, Suite 600, South Jordan, UT 84095 (USA)	privacy@inmoment.com	NPS score tracking: InMoment uses customizable Net Promoter Score (NPS) micro-surveys in any channel to deliver real-time customer sentiment metrics and qualitative feedback across customer journey touchpoints.	US	US
Zendesk Inc.	1019 Market Street San Francisco, CA 94103 (USA)	privacy@zendesk.com	Support Ticket Portal for Customer Support	US	US
Zuora Inc.	3050 South Delaware Street, Suite 301 San Mateo, CA 94403 (USA)	support@zuora.com	Subscription Management used for invoicing and payments	US	US
Boldr LLC	1210 Pine St, Huntington Beach, CA, 92648-2738 (USA)	support@liveboldr.com	Support Services	US	Philippines

DataCamp Affiliate Sub-Processors

Name	Address	Contact person's name, position, and contact details	Description of processing:	Entity HQ Location	Data Processing Location
Data Science Central UK Ltd.	London, UK	privacy@datacamp.com	Support services, including technical\operations support.	UK	UK
DataCamp Belgium BV	Leuven, BE	privacy@datacamp.com	Support services, including technical and operations support.	BE	BE

Annex C - Technical and Organizational measures

DataCamp helps organizations and individuals become data literate by building the best platform to learn, collaborate on data analyses, and certify their data skills. In doing so, protecting your data is one of our most important priorities. Accordingly, DataCamp implements reasonable, administrative, technical, and physical safeguards in an effort to secure its facilities, systems, and Applications from unauthorized access and to secure the User Content (as defined in the Agreement). “Applications” means the online learning platform, DataLab coding environment, and Certification program at www.datacamp.com, and the related DataCamp mobile application.

DataCamp is an ISO 27001:2017 certified company, independently audited by Brand Compliance B.V. All of our security policies, measures and safeguards are subject to audit. A copy of the certificate and statement of applicability can be made available on request.

DataCamp has implemented the following technical and organizational measures to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons:

Measures of pseudonymization and encryption of Personal Data - All communication between users and our application are secured using encrypted connections (HTTPS, TLS, FTPS, etc.) to protect the information in transit. All databases and backups are encrypted at rest using strong encryption techniques with a minimum of Advanced Encryption Standard with a 256-bit key size (AES-256). When a user deletes or requests us to delete their user account, we replace personal identifiable information with a nil value. After 30 days our daily incremental backups rotate, and the information is fully removed from our systems.

Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services - DataCamp implements and maintains a comprehensive written information security program that includes policies and procedures to protect and keep Personal Data secured (the “Information Security Program”). DataCamp personnel with access to Personal Data are subject to confidentiality obligations. DataCamp conducts periodic risk assessments and reviews at least annually its Information Security Program or whenever a material change in its business practices may affect the security, confidentiality, or integrity of Personal Data. DataCamp has a documented patch management procedure that covers the deployment of security patches for its systems used to process Personal Data, which includes assignment of severity to inform prioritization and defined timeframes for implementing patches. DataCamp has installed anti-virus and malware protection software on its systems to protect against malicious software. Data is logically separated based on a microservice architecture. Our organization’s development and production environments are fully separated. All relevant employees have undergone background screening. All employees, independent contractors and subcontractors are required to execute a confidentiality agreement. All employees and independent contractors receive security awareness training on the Security Policy in place. Disciplinary action might occur in the event policies are neglected. An asset management policy is in place including a disposal policy. Information assets are classified and protected according to their label. All endpoints are centrally managed: automatic device locking, automatic password policy enforcement, automatic software roll-out, remote wiping in case of stolen or damaged equipment, protected with anti-malware software and data loss protection and data is transferred

securely. Our networks are protected with multiple layers of controls (firewall, virus scanner, watchful monitoring, etc.).

Measures for ensuring the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident – We backup all data daily with a 30-day retention period. We have established a Business Continuity Plan to recover the IT systems at an alternative location in case of a disruptive incident and to provide user access to them. DataCamp implements appropriate back-up, disaster recovery and business continuity plans to enable recovery from events that impact our ability to perform in accordance with the Agreement. DataCamp regularly tests these plans and makes changes as needed based on its risk assessments and testing.

Processes for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing – DataCamp performs penetration tests on our systems and infrastructure in accordance with our policies. DataCamp reviews the security of applications processing Personal Data including screening for common vulnerabilities. Annual periodic penetration testing by an independent external party is used to audit application and server security. For continuous feedback from the security community a bug bounty program is set up via the Intigriti platform.

Measures for user identification and authorization – DataCamp has documented password management practices designed to maintain the confidentiality and integrity of passwords and deactivates authentication credentials upon notification that access is no longer needed (e.g. employee termination, project reassignment, etc.). DataCamp deactivates passwords that are corrupted or inadvertently disclosed and deactivates authentication credentials when not used not for a defined period.

DataCamp enforces “least privilege” by restricting access to Personal Data to those individuals who require access to perform their job functions. All account passwords are protected irreversibly. Employees cannot reconstruct passwords in any way or form. We have set strong password requirements. Employee access to our infrastructure is strictly limited to engineers who require such access in order to maintain the stability and efficiency of our systems. Access is based upon the principles of least privilege, need to know, and need to use and it requires the use of two-factor authentication. We ensure on-going management of system access.

Measures for the protection of data during transmission – DataCamp transmits Personal Data via file transfers, using secure protocols and methods such as HTTPS, SFTP, SSH. All communication between users and our application are secured with TLS 1.2 encryption and above. The organization-provided electronic messaging facilities must always be used when communicating with others on official business.

Measures for the protection of data during storage – DataCamp stores Personal Data using strong encryption techniques with a minimum of Advanced Encryption Standard 256-bit encryption (AES-256). All databases and backups are encrypted at rest with AES-256. Our user-facing applications are hosted on [Amazon Web Services](#) in ISO 27001 certified [data centers](#). Physical access is strictly controlled both at the perimeter and at building ingress points by professional security staff utilizing video surveillance, state-of-the-art intrusion detection systems, biometric locks, and other electronic means. Only authorized personnel have access to the data

centers. We have put in place a Cloud Computing Policy to establish rules for the selection and management of cloud computing services so that data is appropriately protected.

Measures for ensuring physical security of locations at which Personal Data are processed

- Being a geographically distributed company with employees working in home offices or public co-working spaces, DataCamp's information security strategy is to focus on the endpoints and cloud services rather than building bastion locations. However, all our office spaces meet local building regulations and have lockable doors to prevent theft. All offices require badge-based access to enter, and our NY office has 24/7 security.

Measures for ensuring events logging - Advanced user-, file- and network-activity anomaly detection monitors our infrastructure. All access to servers and hosting providers are monitored. All endpoints, servers, and other equipment (such as network routers and switches) involved in hosting the storage or processing of classified information have the available audit logging facilities activated to allow the recording and monitoring of activities. Log files will be kept for a period of six months and are internally audited on a regular basis.

Measures for ensuring system configuration, including default configuration - Security risks and Patch Management are dealt with based on different risk levels. For example, patches for critical, high, and medium risk/vulnerabilities shall be patched within 60 calendar days after they are available to users and low risk/vulnerabilities shall be patched within a commercially reasonable time after they are available to users.

Measures for internal IT and IT security governance and management - Automatic inspection tools are used to ensure best practices related to authentication, network security, operating systems and application security are adhered to.

Measures for certification/assurance of processes and products - For a continued optimal performance of our Information Security Management System, periodic internal audits are performed. The outcome and subsequent corrective actions are reviewed by Senior Management. An annual external audit in light of our ISO 27001:2017 certification ensures independent review of the ISMS.

Measures for ensuring data minimization - We only process data for specific purposes, which is to help you learn, practice, and apply data science skills. DataCamp does not collect any sensitive data, we only collect relevant and necessary data (e.g. name and email address) for these purposes. For more information on what Personal Data we collect and how we use that data, please see our [Privacy Policy](#).

Measures for ensuring data quality - DataCamp uses the principle of master data, all data is owned and updated by the (micro)service for which the data is relevant. This service will notify other services via an event system that data has been updated, effectively creating a single source of truth. The service is responsible for when data is submitted to validate the data format, content, and its correctness in relation to its usage. The data itself is protected through a combination of backups, audit logging and alerting.

Measures for ensuring limited data retention – We have set up a Records Retention and Protection Policy to ensure compliance with all relevant legal, regulatory, and contractual requirements in the collection, storage, retrieval, and destruction of records.

Measures for ensuring accountability - We have a data register or register of processing activities, and we have all the necessary documentation available to demonstrate compliance with the GDPR.

Measures for allowing data portability and ensuring erasure – Users have the right to ask us to retrieve and/or transfer all the Personal Data we have about them. Users can submit a request via our privacy contact form if they wish to download their data. At any time, users can cancel their subscription and delete their data permanently in their account settings. We've also implemented a Records Retention and Protection Policy and execute regular data deletion.

In regard to transfers to (sub-) processors, DataCamp implements a Supplier Due Diligence Assessment Procedure to understand the information security approach and controls the potential supplier has in place before contracting with the company. The information security requirements of DataCamp are reflected within the written contractual agreement entered into with the supplier.

We choose our processors with care. For example, our payment processors, [Braintree](#) and [Adyen](#), are validated Level 1 PCI DSS Compliant Service Providers. We integrated these payment processors in such a manner that DataCamp does not handle any payment data. They are part of Visa's Global Compliant Provider List and MasterCard's SDP List. Additionally, they conduct regular automated vulnerability scans and have extended external penetration testing conducted by outside sources.

Annex D – UK Exports

International Data Transfer Addendum (UK Addendum) to 2021 EU SCCs Module 2

1. In respect of UK Exports, the UK Addendum shall apply, and the information required under Part 1 of the UK Addendum is set out below.

This UK Addendum shall be effective from Effective Date.

Table 1: Parties

The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	As set forth in Annex I.A of the EU SCCs in Annex E of this DPA	As set forth in Annex I.A of the EU SCCs in Annex E of this DPA
Key contact	As set forth in Annex I.A of the EU SCCs in Annex E of this DPA	As set forth in Annex I.A of the EU SCCs in Annex E of this DPA
Signature (if required for the purposes of section 2)	As set forth in the Order Form	As set forth in the Order Form

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs	<input checked="" type="checkbox"/> Option 1: The version of the EU SCCs, detailed below in Annex E of this DPA, including the Appendix/Annexes I-III Information: Date: As set forth in Annex E of this DPA.
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Table 3 – Appendix Information

“Appendix Information” means the information which must be provided for the selected modules as set out in the Appendix/Annexes of the EU SCCs in Annex E of this DPA (other than the Parties), and which for this UK Addendum is set out in:

Annex 1A: List of Parties: See Table 1 above.

Annex 1B: Description of Transfer: As set forth in Annex I.B of the EU SCCs in Annex E of this DPA.

Annex II: Technical and organizational measures including technical and organizational measures to ensure the security of the data: As set forth in Annex II of the EU SCCs in Annex E of this DPA.

Annex III: List of Sub processors: As set forth in Annex III of the EU SCCs in Annex E of this DPA.

Table 4: Ending this UK Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this UK Addendum as set out in Section 19 of the Mandatory Clauses (referenced below): <input checked="" type="checkbox"/> Importer <input type="checkbox"/> Exporter
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Annex E – EU Exports

1. In the event of an EU Export under the Agreement, Module 2 (Controller to Processor) of the EU SCCs (available [here](#)) shall be incorporated into and form part of this DPA.
2. The following information shall apply to the EU SCCs:

<u>Main body</u>	
Clause 7 (Docking Clause)	Shall be deemed incorporated
Clause 9(a) (Use of Sub-processors)	Option 2 shall apply and the time period for prior notice of Sub-processor changes will be as set out in Section 2 (Sub-processing) of this DPA.
Clause 11 (Redress)	The optional language will not apply.
Clause 17 (Governing Law)	Option 1 shall apply, and the governing law shall be the law of Belgium.
Clause 18 (Choice of Forum and Jurisdiction)	The courts of Belgium.
<u>Annex I</u>	
A. List of Parties	
Data Exporter	Customer and relevant authorized affiliates of Customer
Data Exporter Details	As set out in the Agreement
Data Exporter Signatory	As set out in the Agreement
Data Exporter Role	Controller
Data Importer	DataCamp, Inc.
Data Importer Details	As set out in the Agreement
Data Importer Signatory	As set out in the Agreement
Data Importer Role	Processor
B. Description of transfer	As set out in Annex A

C. Competent Supervisory Authority	Belgian Data Protection Authority
<u>Annex II (Security Measures)</u>	
Description of the technical and organizational security measures	As set out in Annex C
<u>Annex III (List of Sub-processors)</u>	
Authorized Sub-processors	As of the date of this DPA, as set out in Annex B or as amended from time to time in accordance with the notice provisions set forth in Section 2 of this DPA

3. To the extent that any additional measures are required to ensure the compliance of EU Exports with relevant Data Protection Law, the Parties shall work together to promptly put in place such measures.

Annex F – Swiss Exports

1. In the event of a Swiss Export under the Agreement, the EU SCCs as set out in Annex E shall apply provided that: (i) any references in the EU SCCs to the GDPR shall refer to the Swiss DPA; (ii) the term 'member state' must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence in accordance with clause 18(c) of the EU SCCs; and (iii) the supervisory authority is the Swiss Federal Data Protection and Information Commissioner.