

Data Processing Addendum
Automation Anywhere
Enterprise and IQ Bot-
30 Day Trial

This Data Processing Addendum (“DPA”) forms part of the Automation Anywhere Enterprise and IQ Bot Trial Software License Agreement between Automation Anywhere, Inc. (“AAI”) and Customer (the “Agreement”) and reflects the parties’ agreement with regard to the processing of Customer Personal Data. Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Law, in the name and on behalf of its Authorized Affiliates, if and to the extent AAI Processes Personal Data for which such Authorized Affiliates qualify as the Controller. All capitalized terms not defined herein shall have the meaning set forth in the Agreement. In providing the Trial Services to Customer pursuant to the Agreement, AAI may Process Customer Personal Data on behalf of Customer, and the parties agree to comply with the following provisions with respect to any Personal Data.

This DPA is incorporated into and forms part of the Agreement.

DEFINITIONS

“Applicable Data Protection Laws” means all laws and regulations, including the GDPR and other laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and United Kingdom, applicable to the Processing of Customer Personal Data under the Agreement.

“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.

“Authorized Affiliate” means any of Customer’s Affiliate(s) which (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use the Services pursuant to the Agreement between Customer and AAI, but has not signed its own Order Form with AAI and is not a “Customer” as defined under the Agreement.

“Breach” means any breach of security leading accidentally or unlawfully to the destruction, loss, alteration, or unauthorized disclosure of or access to Personal Data

“Controller” has the meaning set forth in the GDPR.

“Customer Personal Data” means Personal Data which is Processed by AAI on behalf of Customer in connection with the Service.

“Data Subject” has the meaning set forth in the GDPR.

“GDPR” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of

27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

“Personal Data” has the meaning set forth in the GDPR.

“Processing” or “Process” has the meaning set forth in the GDPR.

“Processor” has the meaning set forth in the GDPR.

“Sensitive Data” means Special Category Data (as defined in the GDPR), Protected Health Information (as defined by HIPAA), credit card information, financial information and/or payment information data.

“Standard Contractual Clauses” means the model contract clauses set out in the European Commission’s Decision of 5 February 2010 on standard contractual clauses for the transfer of Personal Data to Processors established in third countries, under the Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data as may be amended or replaced by the European Commission from time to time.

“Subprocessor” has the meaning set forth in the GDPR.

“Trial Services” means the Services that AAI provides to Customers and as further detailed in the Agreement.

DPA TERMS

1. PROCESSING OF PERSONAL DATA

- a. The Parties’ Roles.** The parties agree that with regard to the Processing of Customer Personal Data, Customer is the Controller, AAI is the Processor, and that AAI will engage Subprocessors pursuant to the requirements of this DPA.
- b. Customer’s Instructions.** By entering into this DPA, Customer instructs AAI to process Customer Personal Data only in accordance with applicable law: (a) to provide the Service; (b) as documented in the Agreement, including this DPA; and (c) as further documented in any other written instructions given by Customer and acknowledged by AAI as constituting instructions for purposes of this DPA.
- c. AAI’s Responsibilities.** AAI shall keep Customer Personal Data confidential and shall only Process Customer Personal Data on behalf of and in accordance with Customer’s documented instructions for Processing, including with regard to transfers of Customer Personal Data to a third country, in accordance with the Agreement. AAI shall not be required to comply with or observe Customer’s instructions if such instructions would violate applicable law.

- d. **Details and Scope of the Processing.** The subject-matter of the Processing of Customer Personal Data by AAI is the performance of the Service pursuant to the Agreement. The duration of the Processing, the nature, and purpose of the Processing, the types of Customer Personal Data and categories of Data Subjects Processed are further specified in Exhibit A below.

2. RIGHTS OF DATA SUBJECTS

- a. **Data Subject Requests.** To the extent legally permitted, AAI shall promptly notify Customer if it receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making ("Data Subject Request"). Taking into account the nature of the Processing, AAI shall assist Customer through appropriate commercially reasonable organizational and technical measures, insofar as this is possible, for the fulfillment of Customer's obligation to respond to a Data Subject Request. To the extent legally permitted, Customer shall be responsible for any costs arising from AAI's provision of such assistance.

3. AAI PERSONNEL

- a. **Confidentiality.** AAI shall ensure that its personnel engaged in the Processing of Customer Personal Data are informed of the confidential nature of the Personal Data and have executed written confidentiality agreements.
- b. **Reliability.** AAI shall take commercially reasonable steps to ensure the reliability of any AAI personnel engaged in the Processing of Customer Personal Data.
- c. **Limitation.** AAI shall ensure that AAI's access to Customer Personal Data is limited to those personnel assisting in the provision of the Service in accordance with the Agreement.

4. SUBPROCESSORS

- a. **AAI's Subprocessors.** AAI has instructed or authorized the use of Subprocessors to assist AAI with respect to the performance of AAI's obligations under the Agreement. A list of AAI's Subprocessors shall be attached to this DPA as Appendix 3. AAI shall inform Customer of any intended changes concerning the addition or replacement of Subprocessors, thereby giving Customer the opportunity to reasonably object to such changes. AAI shall enter into a contract with the Subprocessor whereby AAI shall require the Subprocessor to comply with obligations no less onerous than AAI's obligations under this DPA.
- b. **Liability for Subprocessors.** AAI shall be liable for the acts and omissions of its Subprocessors to the same extent AAI would be liable if performing the services of each Subprocessor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

5. CUSTOMER OBLIGATIONS

- a. Compliance with Applicable Data Protection Laws.** Customer shall, in its use of the Service, Process Customer Personal Data in accordance with Applicable Data Protection Laws. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Applicable Data Protection Laws, and Customer further acknowledges and agrees that its transfer of Customer Personal Data to AAI for Processing pursuant to this DPA and the Agreement shall comply with Applicable Data Protection Laws. Customer shall have sole responsibility for the accuracy, quality, and legality of Customer Personal Data and the means by which Customer acquired Customer Personal Data.
- b. Automation Anywhere Enterprise – Business Contact Data Restriction.** Customer acknowledges and agrees that with respect to Automation Anywhere Enterprise only:
- i. except as otherwise set forth in Section 5(ii) below, or as otherwise set forth in Exhibit A, Customer Personal Data provided or made available to AAI for Processing in connection with the Trial Services shall consist of business contact information relating to Customer's employees, agents or contractors only ("Business Contact Data"). Business Contact Data contains the following categories of data: First and Last Name; Role; Title; Position; Nationality; Location; Employer; Contact Information (company, email, phone, physical business address); Usernames; and IP Addresses; and
 - ii. to the extent Customer, in its sole discretion, deems it necessary to disclose or otherwise provide to AAI Customer Personal Data other than Business Contact Data (for example, but not limited to, a screen shot containing Customer Personal Data related to any of Customer's end users), Customer shall: (i) notify AAI in writing and in advance that it intends to disclose such Customer Personal Data to AAI, pursuant to a process as specified by AAI; and (ii) ensure that such Customer Personal Data is encrypted in accordance with industry standard best practices.
- c. Sensitive Data.** Notwithstanding any provision to the contrary in this DPA, Customer shall not provide AAI with Sensitive Data unless expressly authorized in writing by AAI. Customer accepts full liability for any breaches of its responsibilities in this Section 5(c).
- d. Lawful Basis.** Customer warrants that it has a lawful basis for Processing (including transferring the same to AAI) all Customer Personal Data it provides to AAI. If at any time during the Term of this Agreement, Customer discovers that it does not have a lawful basis for providing AAI any Customer Personal Data, then it shall notify AAI in writing immediately, and AAI upon such notification will cease Processing that Customer Personal Data.
- e. Indemnity.** Customer shall defend, indemnify and hold AAI harmless from and against all losses, damages, costs, charges, fines, fees, awards or other expenses, (including, without limitation, fines imposed by any supervisory authority or other regulator under the GDPR), arising out of or in connection with any action, claim, proceeding or allegation related to (i) Customer's disclosure of Customer Personal

Data to AAI, or (ii) AAI's Processing of such Personal Data in accordance with the terms of this DPA. Notwithstanding any provision herein or in the Agreement to the contrary, Customer's liability for its indemnification obligations set forth in this Section shall be unlimited.

6. SECURITY

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, both AAI and Customer will take and implement all appropriate technical and organizational security and confidentiality measures, and regularly update them, to ensure a level of security appropriate to the risk related to the Processing of the Personal Data and to protect Personal Data particularly against any accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access (whether such Personal Data is on AAI's or Customer's systems or facilities, in transit or being disposed of). AAI shall ensure that Personal Data communicated by or obtained from Controller are properly isolated from Personal Data from other clients.

7. PERSONAL DATA BREACH

AAI shall: (a) notify the Customer about any Breach without undue delay, and in any event within 72 hours, after becoming aware of it; (b) take all actions as may be required of a Processor by Applicable Data Protection Law, and more generally provide Customer with reasonable assistance in relation to Customer's obligations to notify the Breach to the supervisory authority and to the Data Subjects as the case may be; (c) maintain any records relating to the Breach, including the results of its own investigations and authorities' investigations; (d) cooperate with the Customer and take reasonable measures as necessary to prevent Breach from occurring again; and (e) where Customer reasonably determines that a Breach notification is required under Applicable Data Protection Laws and to the extent the Breach was caused by AAI or its Subprocessor, AAI shall reimburse Customer for all reasonable costs associated with providing notification to Data Subjects and supervisory authorities, subject always to the limitations and exclusions of liability in the Agreement.

8. AUDITS

Upon not less than 30 days prior written notice by Customer, and not more than once in any 12 month period, AAI shall permit Customer and/or its authorized agents to audit its written records to the extent reasonably required in order to confirm that AAI is complying with its obligations under this DPA or any Applicable Privacy Law.

9. RETENTION AND DELETION OF CUSTOMER DATA

At the Customer's written election, AAI shall delete or return all Customer Personal Data, and, in any event, shall delete all copies of Customer Personal Data within 90 days after termination or expiration of the Agreement unless otherwise required by applicable law. Notwithstanding the foregoing, AAI shall retain Business Contact Data for a period of 12 months after termination or expiration of the Agreement.

10. AUTHORIZED AFFILIATES

- a. **Contractual Relationship.** The parties acknowledge and agree that, by executing the Agreement, the Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates.
- b. **Communication.** Customer shall remain responsible for coordinating all communication with AAI under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.
- c. **Rights of Authorized Affiliates.** Except where Applicable Data Protection Laws require an Authorized Affiliate to exercise a right or seek any remedy under this DPA against AAI directly by itself, the parties agree that Customer shall (1) exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and (2) exercise any such rights under this DPA in a combined manner for all of its Authorized Affiliates together.

11. LIMITATION OF LIABILITY

Except as otherwise set forth herein, the limitations and exclusions of liability set forth in the Agreement shall apply with respect to each party's liability under this DPA.

12. EUROPEAN SPECIFIC PROVISIONS

- a. **Data Protection Impact Assessment.** Taking into account the nature of the Processing, upon Customer's reasonable request and at Customer's cost, AAI shall provide Customer with reasonable cooperation and assistance needed to fulfill Customer's obligations under the GDPR to carry out a data protection impact assessment related to Customer's use of the Trial Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to AAI. AAI shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks related to this Section, to the extent required under the GDPR and taking into account the nature of the Processing and the information available to AAI.
- b. **Standard Contractual Clauses.** Where Personal Data originating in the European Economic Area is processed by AAI outside the European Economic Area, in a territory that has not been designated by the European Commission as ensuring an adequate level of protection pursuant to Applicable Privacy Law, AAI and Customer agree that the transfer will be subject to the Standard Contractual Clauses which shall be deemed to apply in respect of such processing and which are incorporated herein by reference; provided, however, that to the extent AAI is permitted to transfer and receive Personal Data as a result of certification under the EU – US Privacy Shield or, as applicable, the Swiss – US Privacy Shield (collectively, the "Privacy Shield Certification"), the transfer will be undertaken pursuant to AAI's Privacy Shield Certification.

13. ORDER OF PRECEDENCE

This DPA is incorporated into and forms part of the Agreement. In the event of a conflict between the terms of the Agreement and this DPA, the terms of this DPA will control. In the event of a conflict between the terms of the DPA and Standard Contractual Clauses, the Standard Contractual Clauses will control.

Exhibit A
Description of Processing Activities

Subject matter	Automation Anywhere Enterprise – provision of remote support. IQ Bot – automated document processing services.	
Duration	For the duration of the Trial Services.	
Nature and purpose of the processing	The use of the Personal Data is for the provision of the Trial Services and the purposes of communications between the parties.	
Categories of Data Subjects	Customer Business Contacts Customer’s End Users	
Type of personal data i.e. any information relating to an identified or identifiable person and categories of data subject	The Personal Data will comprise the following types of personal data:	
	Demographic data	name, gender, date of birth, age, nationality*
	Contact details - business	landline phone number, mobile phone number, postal address, email address
	Contact details - personal	landline phone number, mobile phone number, postal address, email address*
	Financial data	bank account number, credit card number*
	Digital identifiers	IP address, MAC address, X/Y geographic coordinate, meta data*
	Other Personal Data	As determined by Customer, in connection with the Trial Services.
	Special category data	None unless expressly authorized in writing by AAI.*

** To the extent processed with respect to Automation Anywhere Enterprise, this personal data shall be limited to screen shots, or otherwise visible, during provision of remote access support services only.*

LAST MODIFIED: November 15, 2018