



CUSTOMER DATA PROCESSING ADDENDUM

Last revised March 1, 2021

This Data Processing Addendum (“DPA”) is between N-able Solutions ULC and N-able Technologies Ltd., collectively (“N-able”), and the customer (“You,” “Your,” or “Company”).

This DPA forms part of the Software Services Agreement or End User License Agreement (“Agreement”), as applicable, entered into between N-able and You and applies to the extent that (i) N-able processes Personal Data on behalf of You in the course of providing the Services or Software; and (ii) the Agreement expressly incorporates this DPA by reference.

This DPA serves as the final and entire expression of the parties’ agreement on the subject matter hereof.

For clarity, any terms capitalized and not defined here shall have the meaning as defined in the Agreement.

HOW TO EXECUTE THIS DPA:

1. This DPA consists of two parts: the DPA main body and Exhibit 1 (including Appendices 1 and 2).
2. N-able has pre-signed this DPA. N-able, as the data importer, has also pre-signed The EU Model Clauses in Exhibit 1
3. To complete this DPA, You must:
 - a. Complete the information in the signature boxes and sign on page 6.
 - b. Complete the information on page 7.
 - c. Send the completed and signed DPA to N-able by email, indicating the Customer’s Name and Account (as set out on the applicable N-able Order Form or invoice) to privacy@n-able.com.

This DPA will become legally binding once N-able receives Your validly completed DPA at privacy@n-able.com

DATA PROCESSING TERMS

1. Definitions.

1.1 **Affiliate** means an entity that owns or controls, is owned or controlled by, or is or under common control or ownership with either N-able or Vendor (as the context allows), where control is defined as the possession, directly or indirectly, or the power to direct or cause the direction of an entities management and policies, whether through ownership of voting security, by contract, or otherwise;

1.2 **CCPA** means the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100–1798.199;

1.3 **Controller** means the entity which determines the purposes and means of the Processing of Personal Data;

1.4 **Data Protection Laws** means the GDPR, CCPA, and applicable data protection or privacy laws of any other country, as applicable;

1.5 **Data Security Incident** means the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data in N-able's possession;

1.6 **Data Subject** means the identified or identifiable person to whom Personal Data relates;

1.7 **Data Subject Request** means a request from a Data Subject to exercise any right under relevant Data Protection Laws;

1.8 **EEA** means the European Economic Area and, unless otherwise indicated, EEA or EEA Member States will continue to include the United Kingdom after it exits the European Union;

1.9 **EU Data Protection Laws** means the GDPR and Directive 2002/58/EC (ePrivacy), in each case as transposed into domestic legislation of each EEA Member State and in each case as amended, replaced, or superseded from time to time and any data protection laws substantially amending, replacing, or superseding the GDPR following any exit by the United Kingdom from the European Union;

1.10 **EU Model Clauses** means the unchanged EU-approved version of the Standard Contractual Clauses (without optional clauses), set forth in Exhibit 1 which apply to Processing of Your Data;

1.11 **EU Personal Data** means any EEA resident's Personal Data disclosed by one party or its Affiliate to the other party or its Affiliate in performing that party's rights or obligations under the Agreement or the disclosure of such Personal Data is otherwise subject to EU Data Protection Laws;

1.12 **GDPR** means the General Data Protection Regulation, 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, and repealing Directive 95/46/EC;

1.13 **Personal Data** means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws), where for each (i) or (ii), such data is Your Data;

1.14 **Processing** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation



or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

1.15 **Processor** means the entity which Processes Personal Data on behalf of the Controller;

1.16 **Security, Privacy, and Architecture Documentation** means the N-able Security Statement, available online;

1.17 **Services** means any N-able product, service offering, or support service provided to You pursuant to the Agreement;

1.18 **Subprocessor** means any Processor that N-able or its Affiliates engage to Processes Personal Data in connection with the Services;

2. Processing.

2.1 **Roles of the Parties.** The parties agree, regarding the Processing of Your Personal Data under relevant Data Protection Laws and this DPA, that (i) You determine the purposes and means of Processing and are the Controller and (ii) N-able is a Processor or service provider (as defined in the CCPA) Processing Your Personal Data on Your behalf. Each party will comply with its applicable obligations under Data Protection Laws.

2.2 **Sub-processing.** N-able and its Affiliates engage Sub-processors pursuant to Section 5 below.

2.3 **Processing Details.** The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further in the Agreement and Privacy Notice between the parties.

3. Data Subject Rights; Legal Disclosure Requests.

3.1 **Data Subject Rights.** If legally permitted, N-able will promptly notify You if it receives a Data Subject Request to exercise their right, of access, rectification, restriction of Processing, erasure (right to be forgotten), data portability, object to the Processing, or not to be subject to an automated individual decision making ("Data Subject Request"). If You have access to the data, You must respond to the Data Subject Request. If You are unable to address a Data Subject Request, N-able will provide commercially reasonable efforts to assist You in responding to such Data Subject Requests if legally permitted to and/or required to under relevant Data Protection Laws, upon written request. You are responsible for any costs arising from N-able's provision of such assistance if the requests are manifestly unfounded or excessive.

3.2 **Legal Disclosure Request.** If legally permitted, N-able will promptly notify You if it receives a legally binding request for the disclosure of Personal Data pursuant to this DPA, including from a supervisory authority. N-able manages such requests in pursuant to the Agreement and relevant Data Protection Laws.

4. Personnel.

N-able will (i) restrict its personnel from Processing Personal Data without authorization (unless required by applicable law) and (ii) ensure personnel engaged to Process Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities, and are subject to confidentiality obligations.

5. Sub-Processors.

5.1 **Appointment of Sub-processors.** You agree (i) N-able's Affiliates may be retained as Sub-processors; and (ii) N-able and N-able's Affiliates respectively may engage third-party Sub-processors in connection with Processing Personal Data. N-able or a N-able Affiliate has entered into a written agreement with the applicable Sub-processors containing data protection obligations substantially similar to those in this



Agreement with respect to the protection of Personal Data to the extent applicable to the nature of the Services provided by such Sub-processor; and (iii) N-able shall be liable for its Sub-processors' acts and omissions to the same extent N-able would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

5.2 Current Sub-processors and Notification of New Sub-processors. N-able uses Sub-processors for its Services. They and their geographic locations are listed on our website ("Sub-processor List"), including a subscription mechanism for Sub-processor List updates.

5.3 Objection Right for New Sub-processors. You may reasonably object, in good faith, to N-able's use of a new Sub-processor by written notification to N-able within ten (10) business days after receiving an updated Sub-processor List. If You object to a new Sub-processor, N-able will use reasonable efforts to change Your configuration or use of the Services to avoid Processing of Personal Data by the Sub-processor in question. If N-able is unable to make a requested change within a reasonable period of time, either party may terminate the applicable Order Form(s) limited only to those Services which N-able cannot provide without using the new Sub-processor you objected to.

6. Security.

6.1 N-able Obligations. Taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of Processing, N-able shall maintain appropriate technical and organizational measures to protect the security, confidentiality and integrity of Personal Data, pursuant to the security and privacy documentation. N-able regularly monitors compliance with these safeguards and will not materially decrease the overall security of the Services during the Term. You shall be responsible for implementing the appropriate technical and organizational measures for Your Processing of Personal Data as well as using and configuring the Services that similarly complies with the Data Protection Laws.

6.2 Certifications and Audit. Upon written request, no more than once annually, and subject to this Agreement's confidentiality obligations, N-able will provide You or your independent, third party auditor information regarding N-able's compliance with this DPA's obligations in the form of a self-certification. N-able will also reasonably cooperate and assist you in fulfilling Your GDPR obligations to carry out a data protection impact assessment related to Your use of the Services, if N-able has such information and You do not have access to the relevant information.

7. Data Security Incident and Notification.

If N-able becomes aware of a Data Security Incident involving Your Personal Data stored by N-able, it shall (i) notify You of the Data Security Incident as soon as reasonably practical and without undue delay; and (ii) where possible, will use reasonable efforts to assist You in mitigating the Data Security Incident's adverse effects. N-able's obligations do not apply to incidents caused by You or Your users.

8. Transfer Mechanisms.

8.1 Any Personal Data transfer subject to this DPA from EEA member states to any countries that do not ensure adequate levels of data protection, within the meaning of relevant Data Protection Laws, shall be made by N-able and its Affiliates through the EU Model Clauses in this DPA's Exhibit 1;

8.2 If newly enacted or revised Data Protection Laws require transfer mechanisms other than that in 8.1, N-able will provide you with an alternative mechanism for Personal Data transfers.

9. Termination Right.

This DPA remains in effect for the duration of the Agreement between the parties. You may terminate the EU Model Clauses at Your discretion by providing written notice to N-able.



10. Miscellaneous.

The Agreement and this DPA apply only between the parties. Neither confer any rights to any other person or entity. This DPA does not modify the risk allocation agreed upon by the parties in the Agreement.

11. CCPA Provisions

11.1 This Section 11 (CCPA Provisions) applies solely to Personal Data belonging to California residents as defined in Section 1798.140(g) of the CCPA.

11.2 The parties agree that N-able is a Service Provider and You are a Business for CCPA's purposes and that N-able will process personal information pursuant to Your instructions in connection of the Services.

[SIGNATURE PAGE FOLLOWS]



On behalf of the data exporter:

Name (written out in full): Jesper Ungermann Christensen

Position: Quality Assurance & Compliance Manager

Address: Lindevej 8, 6710 Esbjerg, Denmark

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

Signature.....*Jesper U. Christensen*.....

(stamp of organisation)

On behalf of the data importer:

Name (written out in full): Jason Bliss

Position: Director

Address: Suites 11 & 12, The Vision Building, 20 Greenmarket, Dundee, DD1 4QB, UK

Other information necessary in order for the contract to be binding (if any): None

Signature:*Jason Bliss*.....

(stamp of organisation)

On behalf of the data importer:

Name (written out in full): Jason Bliss

Position: Director

Address: 450 March Rd, 2nd Floor, Ottawa, Ontario K2K 3K2, Canada

Other information necessary in order for the contract to be binding (if any): None

Signature.....*Jason Bliss*.....

(stamp of organisation)

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DPA - **Exhibit 1**

Standard Contractual Clauses (processors)

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

Name of the data exporting organisation: Mentor IT A/S

Address: Lindevej 8, 6710 Esbjerg, Denmark

Tel.: +45 30734771

Fax:

E-mail: GDPR@Mentor-it.dk

Other information needed to identify the organisation:

(the data **exporter**)

and

Name of the data importing organisation: N-able Technologies Ltd.

Address: Suites 11 &12, The Vision Building, 20 Greenmarket, Dundee, DD1 4QB, UK

Tel.: +44 (0) 1382 309040

and

Name of the data importing organisation: N-able Solutions ULC

Address: 450 March Rd, 2nd Floor, Ottawa, Ontario K2K 3K2, Canada

E-mail: privacy@n-able.com

Other information needed to identify the organisation: None

(the data **importer**)

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

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

Clause 1

Definitions

For the purposes of the Clauses:

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

Clause 2

Details of the Transfer

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

Clause 3

Third-party Beneficiary Clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have



factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the Data Exporter

The data exporter agrees and warrants:

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

*Clause 5****Obligations of the Data Importer***

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

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

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

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

Clause 7

Mediation and Jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with Supervisory Authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.



3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

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

Clause 10

Variation of the Contract

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

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the Termination of Personal Data Processing Services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it



will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.



APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

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

Data Exporter.

Company is data importer's customer and provides information, including personal data, to receive the Services.

Data Importer.

N-able provides integrated cloud-based and on-premise IT service management solutions that processes personal data upon the instruction of the data exporter, in accordance with the terms of the Agreement.

Data Subjects.

Data exporter may submit personal data to the Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to personal data relating to the following categories of data subjects, when obtained, retained, and transmitted in accordance with the policies of the data exporter and with all legal requirements to which the data exporter is subject:

- Data exporter's Users;
- Data exporter's employees;
- Data exporter's consultants;
- Data exporter's contractors;
- Data exporter's agents; and
- Third parties data exporter conducts business with.

Categories of Data.

Any personal data comprised in Customer Data data exporter provides data importer. Personal data may include, but is not limited to, the following categories:

- First and last name
- Contact information (company, email address, phone and physical address)
- Financial information
- Account information
- IP and MAC address
- Browser information
- Product information, including localization data, network device information, activity logs, connection data, system usage and network data, application information, email data, traffic data, and other electronic data submitted, stored, uploaded, sent, or received by data exporter or data subjects via the Services

Special Categories of Data (if appropriate).

None.

Processing Operations.



Data importer will process personal data in connection with providing the N-able Services pursuant to the Agreement.



APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

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

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Data importer will maintain administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Personal Data uploaded through the Services subscribed to or purchased by the data exporter, as described in the Security, Privacy, and Architecture documentation applicable to the Services, which may be reasonably made available by data importer. Data importer will not materially decrease the overall security of the Services during the subscription term.