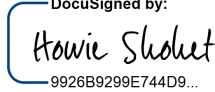


PARTIES AND EXECUTION

Customer:	Vectra AI, Inc: A Delaware corporation with offices located at 550 S. Winchester Boulevard, Suite 200, San Jose, California 95128 (“ Vectra ”)
Signature:	Signature:  9926B9299E744D9...
Name:	Name: Howie Shohet
Title:	Title: Chief Financial Officer
Date:	Date: 9/16/2022
Contact Email:	Contact Email: privacy@vectra.ai

VARIABLES

Parties’ relationship	Controller to Processor and/or Processor to Processor
Parties’ roles	Customer is a Controller and/or Processor Vectra is a Processor on behalf of Customer
Main Agreement	Vectra AI, Inc. Terms of Service (EULA) available online at: https://www.vectra.ai/legal/terms-of-service
Term	This DPA will commence on the final date of signature and will continue for the duration of the applicability of the Main Agreement.
Breach Notification Period	Without undue delay after becoming aware of a personal data breach
Sub-processor Notification Period	Fourteen (14) days before the new sub-processor is granted access to Personal Data
Liability Cap	Each party’s aggregate liability under this DPA will not exceed the liability caps as per the Main Agreement
Governing Law and Jurisdiction	As per the Main Agreement
Data Protection Laws	All laws, regulations, and court orders which apply to the processing of Personal Data controlled or processed by Customer in: <ul style="list-style-type: none"> ● the European Economic Area (EEA) ● the United Kingdom ● Switzerland ● the United States ● Canada ● Japan ● Australia ● any other applicable jurisdictions <p>This includes the European Union Regulation (EU) 2016/679 (GDPR), the Data Protection Act 2018 (UK) and the UK General Data Protection Regulation, the Federal Act on Data Protection 1992 (Switzerland), the California Consumer Privacy Act of 2018 (CCPA)/California Privacy Rights</p>

	Act of 2020 (CPRA), the Personal Information Protection and Electronic Documents Act (Canada), the Act on the Protection of Personal Information (Act No. 57 of 2003 as amended in 2015) (Japan), the Privacy Act 1998 (Australia), each as amended from time to time, and any other applicable laws.
Services related to processing	As described in the Main Agreement
Duration of processing	For the duration of the applicability of the Main Agreement
Nature and purpose of processing	<p>To provide network detection and response services to aid Customer in protecting its networks;</p> <p>To conduct investigations into events impacting Customer's network(s) and/or cloud environment(s), as instructed by Customer from time to time;</p> <p>To resolve technical or administrative issues, billing and invoicing, and otherwise comply with Vectra's own legal obligations; and</p> <p>To optimize and improve the performance of Vectra's Services.</p>
Personal Data	<p>Data processed by Vectra for the provision of the Services may include the following types of personal data:</p> <ul style="list-style-type: none"> • IP Addresses: The metadata may contain the IP address of the source and destination of the flow. • Username: Metadata streams such as HTTP, Kerberos, NTLM, RDP, LDAP, Azure AD, Microsoft 365, and AWS may contain usernames. • Device names: The metadata may contain the device names, which may in turn contain the username in them depending on how they are constructed, e.g. "Bob-MBP". • HTTP Cookies: HTTP metadata will contain the cookie value if the HTTP is not encrypted. • Keyboard layout: Remote Desktop communication that is not encrypted may contain the keyboard layout of the originating host.
Data subjects	<p>The individuals whose Personal Data will be processed may include the Customer's:</p> <ul style="list-style-type: none"> • employees • job applicants • customers/end users • website visitors • business contacts (of customers, business partners, suppliers)
Transfer Mechanism	<ul style="list-style-type: none"> • Standard Contractual Clauses approved by the European Commission Decision of 4 June 2021 (as amended from time to time), for the transfer of personal data from the EEA or adequate country to a third country • International Data Transfer Addendum issued by the Information Commissioner's Office under Section 119A of the Data Protection Act 2018, effective from 21 March 2022, for the transfer of personal data from the UK to a third country that is both outside the EEA and a non-adequate country

ANNEX 1

Security measures. Technical and organisational measures to ensure the security of the data	Available at: www.vectra.ai/privacy/toms
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ANNEX 2

Sub-processors. Current sub-processors	Available at: www.vectra.ai/privacy/subprocessors
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TERMS

1. What is this agreement about?

1.1 **Purpose.** The parties are entering into this Data Processing Agreement (**DPA**) for the purpose of processing Personal Data (as defined above).

1.2 **Definitions.** Under this DPA:

- a. **adequate country** means a country or territory that is recognised under Data Protection Laws from time to time as providing adequate protection for processing Personal Data;
- b. **Controller** (including as applicable any “**business**” as that term is defined by the CCPA/CPRA), **data subject**, **personal data breach**, **process/processing**, **Processor** (including as applicable any “**service provider**” as that term is defined by the CCPA/CPRA), and **supervisory authority** have the same meanings as in the Data Protection Laws; and
- c. **Sub-processor** means another processor engaged by Vectra to carry out specific processing activities with Personal Data.

2. What are each party’s obligations?

2.1 Customer’s obligations.

- a. Where Customer acts as a Controller with respect to the processing of Personal Data, it shall instruct Vectra to process Personal Data in accordance with this DPA, and is responsible for providing all notices and obtaining all consents, licences and legal bases required to allow Vectra to process Personal Data.
- b. Where Customer acts as a Processor with respect to the processing of Personal Data, it shall instruct Vectra to process Personal Data in accordance with this DPA, and, as the single point of contact for Vectra, is responsible for sharing Controller’s instructions with Vectra prior to the processing of Personal Data.

2.2 Vectra’s obligations. Vectra will:

- (a) only process Personal Data in accordance with this DPA and Customer’s instructions, unless legally required to do otherwise; Additionally, Customer acknowledges that Vectra, acting as a Controller in its own right, may process Personal Data relating to the operation, support, or use of the Services for its own business purposes, such as billing, account management, data analysis, benchmarking, technical support, product development, and compliance with law;
- (b) not sell, retain or use any Personal Data for any purpose other than as permitted by this DPA and the Main Agreement;
- (c) inform Customer immediately if (in its opinion) any instructions infringe Data Protection Laws;
- (d) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk involved as set out in Annex 1;
- (e) notify Customer of a personal data breach within the Breach Notification Period, and provide assistance to Customer as required under Data Protection Laws in responding to it;
- (f) ensure that anyone authorised to process Personal Data is committed to confidentiality obligations;

- (g) without undue delay, provide Customer with reasonable assistance with:
 - (i) data protection impact assessments,
 - (ii) responses to data subjects' requests to exercise their rights under Data Protection Laws, and
 - (iii) engagement with supervisory authorities;
- (h) if requested, provide Customer with information necessary to demonstrate its compliance with obligations under Data Protection Laws and this DPA;
- (i) allow for audits at Customer's reasonable request with at least sixty (60) days' notice, performed by an independent auditor as agreed upon by Customer and Vectra, provided that audits are limited to once a year and during business hours except in the event of a security incident. The foregoing shall only extend to those documents and facilities relevant and material to the processing of Customer Personal Data and shall be conducted in a manner that causes minimal business disruption. Customer and Vectra each bear their own costs related to an audit; and
- (j) return Personal Data upon Customer's written request or delete Personal Data at the end of the Term, unless retention is legally required. Notwithstanding the above, Vectra is permitted to retain anonymised datasets.

2.3 **Warranties.** The parties warrant that they and any staff and/or subcontractors will comply with their respective obligations under Data Protection Laws for the Term.

3. Sub-processing

- 3.1 **Use of sub-processors.** Customer authorises Vectra to engage sub-processors when processing Personal Data. Vectra's existing sub-processors are listed in Annex 2.
- 3.2 **Sub-processor requirements.** Vectra will:
 - (a) require its sub-processors to comply with terms that are equivalent to Vectra's obligations in this DPA;
 - (b) ensure appropriate safeguards are in place before internationally transferring Personal Data to its sub-processor; and
 - (c) be liable for any acts, errors or omissions of its sub-processors as if they were a party to this DPA.
- 3.3 **Approvals.** Vectra may appoint new sub-processors provided that they notify Customer in writing within the Sub-processor Notification Period.
- 3.4 **Objections.** Customer may reasonably object in writing to any future sub-processor. If the parties cannot agree on a solution within a reasonable time, either party may terminate this DPA.

4. International personal data transfers

- 4.1 **Instructions.** Vectra will transfer personal data outside the UK, the EEA, or an adequate country only on documented instructions from Customer, unless otherwise required by law.
- 4.2 **Transfer mechanism.** Where a party is located outside the UK, the EEA, or an adequate country and received Personal Data:
 - (a) that party will act as the **data importer**;
 - (b) the other party is the **data exporter**; and
 - (c) the relevant Transfer Mechanism(s) will apply.
- 4.3 **Additional measures.** If the Transfer Mechanism(s) is/are insufficient to safeguard the transferred Personal Data, the data importer will promptly implement supplementary measures to ensure Personal Data is protected to the same standard as required under Data Protection Laws.
- 4.4 **Disclosures.** Subject to the terms of the relevant Transfer Mechanism(s), if the data importer receives a request from a public authority to access Personal Data, it will (if legally permitted):
 - (a) challenge the request and promptly notify the data exporter about it; and
 - (b) only disclose to the public authority the minimum amount of Personal Data required and keep a record of the disclosure.

5. Other important information

- 5.1 **Survival.** Any provision of this DPA which is intended to survive the Term will remain in full force.
- 5.2 **Order of precedence.** In case of a conflict between this DPA and other relevant agreement, they will take priority in this order:
 - (a) Transfer Mechanism,
 - (b) DPA,
 - (c) Main Agreement.
- 5.3 **Notices.** Notices under this DPA must be in writing and sent by email to the respective email addresses listed on the DPA's front page as may be updated by a party to the other in writing.
- 5.4 **Third parties.** Except for affiliates, no one other than a party to this DPA has the right to enforce any of its terms.
- 5.5 **Entire agreement.** This DPA supersedes all prior discussions and agreements and constitutes the entire agreement between the parties with respect to its subject matter and neither party has relied on any statement or representation of any person in entering into this DPA.
- 5.6 **Amendments.** Any amendments to this DPA must be agreed in writing.
- 5.7 **Assignment.** Neither party can assign this DPA to anyone else without the other party's consent.
- 5.8 **Waiver.** If a party fails to enforce a right under this DPA, that is not a waiver of that right at any time.
- 5.9 **Governing law and jurisdiction.** The Governing Law applies to this DPA and all disputes will only be litigated in the courts of the Jurisdiction.