



DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) forms a part of the Customer Terms of Service found at <https://gribbio.com/terms-of-service>, unless Customer has entered into a superseding written master subscription agreement with Gribbio, in which case, it forms a part of such written agreement (in either case, the “**Agreement**”).

By signing the DPA, Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws, in the name and on behalf of its Controller Affiliates (defined below). For the purposes of this DPA only, and except where indicated otherwise, the term “Customer” shall include Customer and Controller Affiliates. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Services under the Agreement, Gribbio may Process certain Personal Data (such terms defined below) on behalf of Customer and where Gribbio Processes such Personal Data on behalf of Customer the Parties agree to comply with the terms and conditions in this DPA in connection with such Personal Data.

HOW TO EXECUTE THIS DPA:

1. This DPA consists of two parts: the main body of the DPA, and Exhibit A and B.
2. This DPA has been pre-signed on behalf of Gribbio by Ropaki B.V. To complete this DPA, Customer must:
 - Complete the information in the signature box and sign on Page 6.
 - Complete the information in the signature box and sign on Page 9.
3. Send the completed and signed DPA to Gribbio by email, indicating Customer’s Workplace URL(s) (e.g. company.gribbio.io), to privacy@gribbio.com.

Upon receipt of the validly completed DPA by Gribbio at this email address, this DPA will become legally binding.

HOW THIS DPA APPLIES TO CUSTOMER AND ITS AFFILIATES

If the Customer entity signing this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement. In such case, the Gribbio entity that is party to the Agreement is party to this DPA.

1. DEFINITIONS

“**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.

“**Controller**” means the entity which determines the purposes and means of the Processing of Personal Data.

“**Controller Affiliate**” means any of Customer's Affiliate(s) (a) (i) that are subject to applicable Data Protection Laws of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (ii) permitted to use the Services pursuant to the Agreement between Customer and Gribbio, but have not signed their own Order Form and are not a “Customer” as

defined under the Agreement, (b) if and to the extent Gribbio processes Personal Data for which such Affiliate(s) qualify as the Controller.

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

“Data Subject” means the identified or identifiable person to whom Personal Data relates.

“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” means any Customer Data that relates to an identified or identifiable natural person, to the extent that such information is protected as personal data under applicable Data Protection Laws.

“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.

“Processor” means the entity which Processes Personal Data on behalf of the Controller.

“Gribbio” means the entity which is a party to this DPA, as specified in the section “HOW THIS DPA APPLIES” above, being Ropaki B.V., a company incorporated in Rotterdam, the Netherlands with Chamber of Commerce number: 64374475.

“E2E Software” being referred to as E2E Software B.V., a company incorporated in Rotterdam, the Netherlands with Chamber of Commerce number: 24494581.

“Gribbio Group” means Gribbio, E2E and its Affiliates engaged in the Processing of Personal Data.

“Sub-processor” means any entity engaged by Gribbio or a member of the Gribbio Group to Process Personal Data in connection with the Services.

“Supervisory Authority” means an independent public authority which is established by an EU Member State pursuant to the GDPR.

2. PROCESSING OF PERSONAL DATA

2.1 Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller, Gribbio is the Processor and that Gribbio or members of the Gribbio Group will engage Sub-processors pursuant to the requirements set forth in Section 4 “Sub-processors” below.

2.2 Customer’s Processing of Personal Data. Customer shall, in its use of the Services and provision of instructions, Process Personal Data in accordance with the requirements of applicable Data Protection Law. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.

2.3 Gribbio's Processing of Personal Data. As Customer's Processor, Gribbio shall only Process Personal Data for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by Authorized Users in their use of the Services; and (iii) Processing to comply with other reasonable instructions provided by Customer (e.g., via email or support tickets) that are consistent with the terms of the Agreement (individually and collectively, the "Purpose"). Gribbio acts on behalf of and on the instructions of Customer in carrying out the Purpose.

2.4 Details of the Processing. The subject-matter of Processing of Personal Data by Gribbio is as described in the Purpose in Section 2.3. 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 specified in Exhibit B (Description of Processing Activities) to this DPA.

3. RIGHTS OF DATA SUBJECTS

3.1 Data Subject Requests. Gribbio shall, to the extent legally permitted, promptly notify Customer if Gribbio receives any requests from a Data Subject to exercise the following Data Subject rights in relation to Personal Data: access, rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, objection to the Processing, or to not be subject to an automated individual decision making (each, a "Data Subject Request"). Taking into account the nature of the Processing, Gribbio shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under applicable Data Protection Laws. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, Gribbio shall, upon Customer's request, provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Gribbio is legally permitted to do so and the response to such Data Subject Request is required under applicable Data Protection Laws. To the extent legally permitted, Customer shall be responsible for any costs arising from Gribbio's provision of such assistance, including any fees associated with provision of additional functionality.

4. SUB-PROCESSORS

4.1 Appointment of Sub-processors. Customer acknowledges and agrees that (a) Gribbio's Affiliates may be retained as Sub-processors through written agreement with Gribbio and (b) Gribbio and Gribbio's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. As a condition to permitting a third-party Sub-processor to Process Personal Data, Gribbio or a Gribbio Affiliate will enter into a written agreement with each Sub-processor containing data protection obligations that provide at least the same level of protection for Personal Data as those in this DPA, to the extent applicable to the nature of the Services provided by such Sub-processor. Customer acknowledges that E2E Software is located in the Netherlands and is involved in providing the Services to Customer either directly or through the provision of support to Ropaki B.V.

4.2 List of Current Sub-processors and Notification of New Sub-processors. A current list of Sub-processors for the Services, including the identities of those Sub-processors and their country of location, is accessible via <http://www.gribbio.com/subprocessors> ("**Sub-processor Lists**"). Customer may receive notifications of new Sub-processors by e-mailing privacy@gribbio.com with the subject "Subscribe". If a Customer contact subscribes, Gribbio shall provide the subscriber with notification of new Sub-processor(s) before authorizing such new Sub-processor(s) to Process Personal Data in connection with the provision of the applicable Services.

4.3 Objection Right for New Sub-processors. Customer may reasonably object to Gribbio's use of a new Sub-processor (e.g., if making Personal Data available to the Sub-processor may violate applicable Data Protection Law or weaken the protections for such Personal Data) by notifying Gribbio promptly in

writing within ten (10) business days after receipt of Gribbio's notice in accordance with the mechanism set out in Section 4.2. Such notice shall explain the reasonable grounds for the objection. In the event Customer objects to a new Sub-processor, as permitted in the preceding sentence, Gribbio will use commercially reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening Customer.

4.4 Liability. Gribbio shall be liable for the acts and omissions of its Sub-processors to the same extent Gribbio would be liable if performing the Services of each Sub-processor directly under the terms of this DPA.

5. SECURITY

Controls for the Protection of Personal Data. Gribbio shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), confidentiality and integrity of Personal Data, as set forth in the Security Practices Datasheet. Gribbio regularly monitors compliance with these measures. Gribbio will not materially decrease the overall security of the Services during a subscription term.

6. PERSONAL DATA INCIDENT MANAGEMENT AND NOTIFICATION

Gribbio maintains security incident management policies and procedures. Gribbio shall notify Customer without undue delay of any breach relating to Personal Data (within the meaning of applicable Data Protection Law) of which Gribbio becomes aware and which may require a notification to be made to a Supervisory Authority or Data Subject under applicable Data Protection Law or which Gribbio is required to notify to Customer under applicable Data Protection Law (a "**Personal Data Incident**"). Gribbio shall provide commercially reasonable cooperation and assistance in identifying the cause of such Personal Data Incident and take commercially reasonable steps to remediate the cause to the extent the remediation is within Gribbio's control. Except as required by applicable Data Protection Law, the obligations herein shall not apply to incidents that are caused by Customer, Authorized Users and/or any Non-Gribbio Products.

7. RETURN AND DELETION OF PERSONAL DATA

Upon termination of the Services for which Gribbio is Processing Personal Data, Gribbio shall, upon Customer's request, and subject to the limitations described in the Agreement and the Security Practices Datasheet, return all Personal Data in Gribbio's possession to Customer or securely destroy such Personal Data and demonstrate to the satisfaction of Customer that it has taken such measures, unless applicable law prevents it from returning or destroying all or part of Personal Data. For clarification, depending on the Service plan purchased by Customer, access to export functionality may incur additional charge(s) and/or require purchase of a Service upgrade.

8. CONTROLLER AFFILIATES

8.1 Contractual Relationship. The parties acknowledge and agree that, by executing the DPA in accordance with "HOW TO EXECUTE THIS DPA", Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Controller Affiliates, thereby establishing a separate DPA between Gribbio and each such Controller Affiliate subject to the provisions of the Agreement and this Section 8 and Section 9. Each Controller Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the avoidance of doubt, a Controller Affiliate is not and

does not become a party to the Agreement, and is only a party to the DPA. All access to and use of the Services by Controller Affiliates must comply with the terms and conditions of the Agreement and any violation of the terms and conditions of the Agreement by a Controller Affiliate shall be deemed a violation by Customer.

8.2 Communication. The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with Gribbio under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Controller Affiliates.

8.3 Rights of Controller Affiliates. If a Controller Affiliate becomes a party to the DPA with Gribbio, it shall, to the extent required under applicable Data Protection Laws, also be entitled to exercise the rights and seek remedies under this DPA, subject to the following:

8.3.1 Except where applicable Data Protection Laws require the Controller Affiliate to exercise a right or seek any remedy under this DPA against Gribbio directly by itself, the parties agree that (i) solely the Customer that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Controller Affiliate, and (ii) the Customer that is the contracting party to the Agreement shall exercise any such rights under this DPA not separately for each Controller Affiliate individually but in a combined manner for all of its Controller Affiliates together (as set forth, for example, in Section 8.3.2, below).

8.3.2 The parties agree that the Customer that is the contracting party to the Agreement shall, if carrying out an on-site audit of the Gribbio procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on Gribbio by combining, to the extent reasonable possible, several audit requests carried out on behalf of different Controller Affiliates in one single audit.

9. LIMITATION OF LIABILITY

Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Controller Affiliates and Gribbio, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together.

For the avoidance of doubt, Gribbio's and its Affiliates' total liability for all claims from the Customer and all of its Controller Affiliates arising out of or related to the Agreement and each DPA shall apply in the aggregate for all claims under both the Agreement and all DPAs established under the Agreement, including by Customer and all Controller Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Controller Affiliate that is a contractual party to any such DPA.

10. EUROPEAN SPECIFIC PROVISIONS

10.1 GDPR. With effect from 25 May 2018, Gribbio will Process Personal Data in accordance with the GDPR requirements directly applicable to Gribbio's provisioning of the Services.

10.1.1 Data Protection Impact Assessment. Upon Customer's request, Gribbio shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information

is available to Gribbio. Gribbio shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority, to the extent required under the GDPR.

11. PARTIES TO THIS DPA

The Section "HOW THIS DPA APPLIES" specifies which Gribbio entity is party to this DPA. In addition, Ropaki B.V. is a party to the Standard Contractual Clauses in Exhibit C. Notwithstanding the signatures below of any other Gribbio entity, such other Gribbio entities are not a party to this DPA or the Standard Contractual Clauses.

12. LEGAL EFFECT

This DPA shall only become legally binding between Customer and Gribbio when the formalities steps set out in the Section "HOW TO EXECUTE THIS DPA" above have been fully completed. If Customer has previously executed a data processing addendum with Gribbio, this DPA supersedes and replaces such prior Data Processing Addendum.

13. GOVERNING LAW

This DPA and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of the Netherlands.

List of Exhibits

Exhibit A: Additional Data Transfer Terms

Exhibit B: Description of Processing Activities

The parties' authorized signatories have duly executed this DPA:

On behalf of Customer: _____

Name (written out in full): _____ Position: _____

Address: _____

Signature: _____

Date:

On behalf of Ropaki B.V.

Name: Jurgen Nieuwenhuijsen

Position: Director

Address: Marconistraat 16, Rotterdam, 3029AK, The Netherlands

Signature:  _____

EXHIBIT A
ADDITIONAL DATA TRANSFER TERMS

1. ADDITIONAL TERMS TO STANDARD CONTRACTUAL CLAUSES

1.1. Customers covered by the Standard Contractual Clauses. The Standard Contractual Clauses and the additional terms specified in this Exhibit A apply to (i) the legal entity that has executed the Standard Contractual Clauses as a data exporter and its Controller Affiliates and, (ii) all Affiliates of Customer established within the European Economic Area, Switzerland and the United Kingdom, which have signed Agreements for the Services. For the purpose of the Standard Contractual Clauses and this Section 1, the aforementioned entities shall be deemed “data exporters”.

1.2. Instructions. This DPA and the Agreement are Customer’s complete and final instructions at the time of execution of the DPA for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon separately. For the purposes of Clause 5(a) of the Standard Contractual Clauses, the following is deemed an instruction by the Customer to process Personal Data: (a) Processing in accordance with the Agreement and applicable Order Form(s); (b) Processing initiated by Authorized Users in their use of the Services; and (c) Processing to comply with other reasonable instructions provided by Customer (e.g., via email or support tickets) where such instructions are consistent with the terms of the Agreement.

1.3. Appointment of new Sub-processors and List of current Sub-processors. Customer acknowledges and expressly agrees that (a) Gribbio’s Affiliates may be retained as Sub-processors; and (b) Gribbio and Gribbio’s Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. Gribbio shall make available to Customer the current list of Sub-processors in accordance with Section 4.2 of this DPA.

1.4. Notification of New Sub-processors and Objection Right for new Sub-processors. Customer acknowledges and expressly agrees that Gribbio may engage new Sub-processors as described in Sections 4.2 and 4.3 of the DPA.

1.5. Copies of Sub-processor Agreements. The parties agree that the copies of the Sub-processor agreements that must be provided by Gribbio to Customer, may have all commercial information removed by Gribbio beforehand; and, that such copies will be provided by Gribbio, in a manner to be determined in its discretion, only upon request by Customer.

1.6. Certification of Deletion. The parties agree that the certification of deletion of Personal Data that is described in Clause 12(1) of the Standard Contractual Clauses shall be provided by Gribbio to Customer only upon Customer’s request.

EXHIBIT B
DESCRIPTION OF PROCESSING ACTIVITIES

Data subjects

Customer may submit personal data to the Services, the extent of which is determined and controlled by Customer and which may include, but is not limited to, personal data relating to the following categories of data subject:

- Authorized Users;
- employees of Customer;
- consultants of Customer;
- contractors of Customer;
- agents of Customer; and/or
- third parties with which Customer conducts business.

Categories of data

The personal data transferred concern the following categories of data: Any personal data comprised in Customer Data, as defined in the Agreement.

Special categories of data

Customer may submit personal data to Gribbio through the Services, the extent of which is determined and controlled by Customer in compliance with applicable Data Protection Law and which may concern the following special categories of data, if any:

- racial or ethnic origin;
- political opinions;
- religious or philosophical beliefs;
- trade-union membership;
- genetic or biometric data;
- health; and
- sex life.

Processing operations

The personal data transferred will be processed in accordance with the Agreement and may be subject to the following processing activities:

- storage and other processing necessary to provide, maintain, and update the Services provided to Customer;
- to provide customer and technical support to Customer; and
- disclosures in accordance with the Agreement, as compelled by law.

Customer:

Name: _____

Authorised Signature _____

Processor:

Name: Jurgen Nieuwenhuijsen

Authorised Signature 