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## DATA PROCESSING AGREEMENT

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This Data Processing Agreement and its schedules ("DPA") forms part of the Applitools Agreement (the "Agreement"). You acknowledge that you, on behalf of [\_\_\_\_] incorporated under \_\_\_\_\_ law, with its principal offices located at \_\_\_\_\_ ("Organization") (collectively, "You", "Your", "Client", or "Data Controller") have read and understood and agree to comply with this DPA, and are entering into a binding legal agreement with Applitools Inc. as defined below ("Applitools", "Us", "We", "Our", "Service Provider" or "Data Processor") to reflect the parties' agreement with regard to the Processing of Personal Data (as such terms are defined below) of GDPR-protected individuals. Both parties shall be referred to as the "Parties" and each, a "Party".

**WHEREAS,** Applitools shall provide the services set forth in the Agreement (collectively, the "Services") for Client, as described in the Agreement; and

**WHEREAS,** In the course of providing the Services pursuant to the Agreement, we may process Personal Data on your behalf, in the capacity of a "Data Processor"; and the Parties wish to set forth the arrangements concerning the processing of Personal Data (defined below) within the context of the Services and agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

**NOW THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the parties, intending to be legally bound, agree as follows:

### 1. INTERPRETATION AND DEFINITIONS

- 1.1. The headings contained in this DPA are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this DPA.
- 1.2. References to clauses or sections are references to the clauses or sections of this DPA unless otherwise stated.
- 1.3. Words used in the singular include the plural and vice versa, as the context may require.
- 1.4. Capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement.
- 1.5. Definitions:
  - (a) "**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.
  - (b) "**Authorized Affiliate**" means any of Client'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 Client and Applitools, but has not signed its own agreement with Applitools and is not a "**Client**" as defined under the Agreement.
  - (c) "**Applitools**" means the relevant Applitools entity of the following Applitools legal entities: Applitools Inc., Applitools Ltd., and Applitoos Pty Ltd.
  - (d) "**Applitools Group**" means Applitools and its Affiliates engaged in the Processing of Personal Data.
  - (e) "**Controller**" or "**Data Controller**" means the entity which determines the purposes and means of the Processing of Personal Data. For the purposes of this DPA only, and except where indicated otherwise, the term "Data Controller" shall include yourself, the Organization and/or the Organization's Authorized Affiliates.
  - (f) "**CPRA**" means the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2023, as each may be amended from time to time.

- (g) "**Data Protection Laws and Regulations**" means all laws and regulations of the European Union, the European Economic Area and their Member States, and the United Kingdom, Israeli Privacy Protection Law, 1981 and the regulations promulgated thereunder (including Privacy Protection Regulations (Transfer of Data to Databases Abroad), 5761-2001 and Privacy Protection Regulations (Data Security), 5777-2017), and any binding instructions, guidelines and requirements of the Israeli Privacy Protection Authority, as applicable to the Processing of Personal Data under the Agreement.
- (h) "**Data Subject**" means the identified or identifiable person to whom the Personal Data relates.
- (i) "**Member State**" means a country that belongs to the European Union and/or the European Economic Area. "**Union**" means the European Union.
- (j) "**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).
- (k) "**Personal Data**" means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, as defined under Data Protection Laws and Regulations and/or under the CPRA, as applicable. For the avoidance of doubt, Customer's business contact information is not by itself deemed to be Personal Data subject to this DPA. "**Process(ing)**" 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.
- (l) "**Processor**" or "**Data Processor**" means the entity which Processes Personal Data on behalf of the Controller.
- (m) "**Security Documentation**" means the Security Documentation applicable to the specific Services purchased by Client, as updated from time to time, and made available by Applitools per Client's request at [privacy@applitools.com](mailto:privacy@applitools.com).
- (n) "**Sub-processor**" means any Processor engaged by Applitools and/or Applitools Affiliate.
- (o) "**Supervisory Authority**" means an independent public authority which is established by an EU Member State pursuant to the GDPR.
- (p) "**Standard Contractual Clauses**" means (i) the standard contractual clauses for the transfer of Personal Data to Data processors established in third countries which do not ensure an adequate level of protection as set out in Regulation (EU) 2016/679 of the European Parliament and of the Council from June 4, 2021, as available [here](#), as updated, amended, replaced or superseded from time to time by the European Commission; or (ii) where required from time to time by a supervisory authority for use with respect to any specific restricted transfer, any other set of contractual clauses or other similar mechanism approved by such Supervisory Authority or by Applicable Laws for use in respect of such Restricted Transfer, as updated, amended, replaced or superseded from time to time by such Regulatory Authority or Data Protection Laws and Regulations;
- (q) "**UK GDPR**" means the Data Protection Act 2018, as updated, amended, replaced

or superseded from time to time by the ICO.

- (r) “**UK Standard Contractual Clauses**” or “**UK SCCs**” means the standard contractual clauses for the transfer of Personal Data to Data processors established in third countries which do not ensure an adequate level of protection as set out by the ICO, as available [here](#), as updated, amended, replaced or superseded from time to time by the ICO.

## 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 under this DPA, (i) Client is the Data Controller, (ii) Applitools is the Data Processor and that (iii) Applitools or members of the Applitools Group may engage Sub-processors pursuant to the requirements set forth in Section 5 “Sub-processors” below. For clarity, this DPA shall not apply with respect to Applitools processing activity as a Data Controller with respect to Applitools data as detailed in Applitools’s privacy policy.
- 2.2. Client’s Processing of Personal Data. Client shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations and comply at all times with the obligations applicable to data controllers (including, without limitation, Article 24 of the GDPR). For the avoidance of doubt, Client’s instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Client shall have sole responsibility for the means by which Client acquired Personal Data. Without limitation, Client shall comply with any and all transparency-related obligations (including, without limitation, displaying any and all relevant and required privacy notices or policies) and shall have any and all required legal bases in order to collect, Process and transfer to Applitools the Personal Data and to authorize the Processing by Applitools of the Personal Data which is authorized in this DPA. Client shall defend, hold harmless and indemnify Applitools, its Affiliates and subsidiaries (including without limitation their directors, officers, agents, subcontractors and/or employees) from and against any liability of any kind related to any breach, violation or infringement by Client and/or its authorized users of any Data Protection Laws and Regulations and/or this DPA and/or this Section.
- 2.3. Applitools’s Processing of Personal Data.
- 2.3.1. Subject to the Agreement, Applitools shall Process Personal Data only in accordance with Client’s documented instructions as necessary for the performance of the Services and for the performance of the Agreement and this DPA, unless required to otherwise by Union or Member State law or any other applicable law to which Applitools and its Affiliates are subject, in which case, Applitools shall inform the Client of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest. The duration of the Processing, the nature and purposes of the Processing, as well as the types of Personal Data Processed and categories of Data Subjects under this DPA are further specified in **Schedule 1** (Details of the Processing) to this DPA.
- 2.3.2. To the extent that Applitools or its Affiliates cannot comply with a request (including, without limitation, any instruction, direction, code of conduct, certification, or change of any kind) from Client and/or its authorized users relating to Processing of Personal Data or where Applitools considers such a request to be unlawful, Applitools (i) shall inform Client, providing relevant details of the problem, (ii) Applitools may, without any kind of liability towards Client, temporarily cease all Processing of the affected Personal Data (other than securely storing those data), and (iii) if the Parties do not agree on a resolution to the issue in question and the costs thereof, each Party may, as its sole remedy, terminate the Agreement and this DPA with respect to the

affected Processing, and Client shall pay to Applitools all the amounts owed to Applitools or due before the date of termination. Client will have no further claims against Applitools (including, without limitation, requesting refunds for Services) due to the termination of the Agreement and/or the DPA in the situation described in this paragraph (excluding the obligations relating to the termination of this DPA set forth below).

- 2.3.3. Applitools will not be liable in the event of any claim brought by a third party, including, without limitation, a Data Subject, arising from any act or omission of Applitools, to the extent that such is a result of Client's instructions.
- 2.3.4. If Client provides Applitools or any of the entities of the Applitools Group with instructions, requests, suggestions, comments or feedback (whether orally or in writing) with respect to the Services, Client acknowledges that any and all rights, including intellectual property rights, therein shall belong exclusively to Applitools and that such shall be considered Applitools's intellectual property without restrictions or limitations of any kind, and Client hereby irrevocably and fully transfers and assigns to Applitools any and all rights including, without limitation, intellectual property rights therein and waives any and all moral rights that Client may have in respect thereto.

### 3. RIGHTS OF DATA SUBJECTS

If Applitools receives a request from a Data Subject to exercise its rights as laid down in Chapter III of the GDPR ("Data Subject Request"), Applitools shall, to the extent legally permitted, promptly notify and forward such Data Subject Request to Client. Taking into account the nature of the Processing, Applitools shall use commercially reasonable efforts to assist Client by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Client's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. To the extent legally permitted, Client shall be responsible for any costs arising from Applitools's provision of such assistance.

### 4. APPLITOOLS PERSONNEL

- 4.1. Confidentiality. Applitools shall grant access to the Personal Data to persons under its authority (including, without limitation, its personnel) only on a need to know basis and ensure that such persons engaged in the Processing of Personal Data have committed themselves to confidentiality.
- 4.2. Applitools may disclose and Process the Personal Data (a) as permitted hereunder (b) to the extent required by a court of competent jurisdiction or other Supervisory Authority and/or otherwise as required by applicable laws or applicable Data Protection Laws and Regulations (in such a case, Applitools shall inform the Client of the legal requirement before the disclosure, unless that law prohibits such information on important grounds of public interest), or (c) on a "need-to-know" basis under an obligation of confidentiality to legal counsel(s), data protection advisor(s), accountant(s), investors or potential acquirers.

### 5. AUTHORIZATION REGARDING SUB-PROCESSORS

- 5.1.1. Applitools's current list of Sub-processors is included in **Schedule 2** ("Sub-processor List") and is hereby approved by Data Controller. Client hereby grants a general authorization to Applitools to appoint new Sub-processors, and Applitools shall comply with the conditions of Section 5.1.2, to 5.1.4. The Sub-processor List as of the date of execution of this DPA, or as of the date of publication (as applicable), is hereby, or shall be (as applicable), authorized by Client.
- 5.1.2. Client may reasonably object for reasons related to the GDPR to Applitools's use of an existing Sub-processor by providing a written objection to [privacy@applitools.com](mailto:privacy@applitools.com) within three (3) business days after receipt of Applitools's notice in accordance with the mechanism set out in Section 5.1.3 and such written objection shall include the reasons related to the GDPR for objecting to Applitools's use of such Sub-processor. Failure to object to such Sub-processor in writing within

three (3) business days following Applitools's notice shall be deemed as acceptance of the Sub-Processor. In the event Client reasonably objects to an existing Sub-processor, as permitted in the preceding sentences, Applitools will use reasonable efforts to make available to Client a change in the Services or recommend a commercially reasonable change to Client's use of the Services to avoid Processing of Personal Data by the objected-to Sub-processor without unreasonably burdening the Client. If Applitools is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Client may, as a sole remedy, terminate the applicable Agreement and this DPA with respect only to those Services which cannot be provided by Applitools without the use of the objected-to Sub-processor by providing written notice to Applitools provided that all amounts due under the Agreement before the termination date with respect to the Processing at issue shall be duly paid to Applitools. Until a decision is made regarding the Sub-processor, Applitools may temporarily suspend the Processing of the affected Personal Data. Client will have no further claims against Applitools due to the termination of the Agreement (including, without limitation, requesting refunds) and/or the DPA in the situation described in this paragraph.

- 5.1.3. Client may subscribe to notifications of new Sub-processors by sending an email to [privacy@applitools.com](mailto:privacy@applitools.com), and if Client subscribes, Applitools shall provide notification of any new Sub-processor(s) before authorizing such new Sub-processor(s) to Process Personal Data in connection with the provision of the Services.
- 5.2. This Section 5 shall not apply to subcontractors of Applitools which provide ancillary services to support the performance of the DPA. This includes, for example, telecommunication services, maintenance and user service, cleaning staff, or auditors.

## 6. SECURITY

- 6.1. **Controls for the Protection of Personal Data.** Taking into account the state of the art, the costs of implementation, the scope, the context, the purposes of the Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Applitools shall maintain all industry-standard technical and organizational measures required pursuant to Article 32 of the GDPR 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 Documentation which are hereby approved by Client. Upon the Client's request, Applitools will use commercially reasonable efforts to assist Client, at Client's cost, in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing, the state of the art and the information available to Applitools.
- 6.2. **Third-Party Certifications and Audits.** Upon Client's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement and this DPA, Applitools shall make available to Client that is not a competitor of Applitools (or Client's independent, third-party auditor that is not a competitor of Applitools) a copy or a summary of Applitools's then most recent third-party audits or certifications, as applicable (provided, however, that such audits, certifications and the results therefrom, including the documents reflecting the outcome of the audit and/or the certifications, shall only be used by Client to assess compliance with this DPA, and shall not be used for any other purpose or disclosed to any third party without Applitools's prior written approval and, upon Applitools's first request, Client shall return all records or documentation in Client's possession or control provided by Applitools in the context of the audit and/or the certification). At Client's cost and expense, Applitools shall allow for and contribute to audits, including inspections of Applitools's, conducted by the controller or another auditor mandated by the controller (who is not a direct or indirect competitor of Applitools) provided that the parties shall agree on the scope, methodology, timing and conditions of such audits and inspections. Notwithstanding anything to the contrary, such audits and/or

inspections shall not contain any information, including without limitation, personal data that does not belong to Client.

- 6.3. Nothing in this DPA will require Applitools either to disclose to Client (and/or its authorized auditors), or provide access to: (i) any data of any other client of Applitools; (ii) Applitools internal accounting or financial information; (iii) any trade secret of Applitools; or (iv) any information that, in Applitools's sole reasonable discretion, could compromise the security of any of Applitools's systems or premises or cause Applitools to breach obligations under any applicable law or its obligations to any third party.

## 7. PERSONAL DATA INCIDENT MANAGEMENT AND NOTIFICATION

Applitools shall notify Client without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, including Personal Data, transmitted, stored or otherwise Processed by Applitools or its Sub-processors of which Applitools becomes aware (a "**Personal Data Incident**").

Applitools shall make reasonable efforts to identify the cause of such Personal Data Incident and take those steps as Applitools deems necessary, possible and reasonable in order to remediate the cause of such a Personal Data Incident to the extent the remediation is within Applitools's reasonable control. In any event, Client will be the party responsible for notifying supervisory authorities and/or concerned data subjects (where required by Data Protection Laws and Regulations).

## 8. RETURN AND DELETION OF PERSONAL DATA

Subject to the Agreement, Applitools shall, at the choice of Client, delete or return the Personal Data to Client after the end of the provision of the Services relating to processing, and shall delete existing copies unless applicable law requires storage of the Personal Data. In any event, to the extent required or allowed by applicable law, Applitools may retain one copy of the Personal Data for evidence purposes and/or for the establishment, exercise or defence of legal claims and/or to comply with applicable laws and regulations. If the Client requests the Personal Data to be returned, the Personal Data shall be returned in the format generally available for Applitools's Clients.

## 9. AUTHORIZED AFFILIATES

- 9.1. Contractual Relationship. The Parties acknowledge and agree that, by executing the DPA, the Client enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between Applitools. Each Authorized Affiliate agrees to be bound by the obligations under this DPA. All access to and use of the Services by Authorized Affiliates must comply with the terms and conditions of the Agreement and this DPA and any violation of the terms and conditions therein by an Authorized Affiliate shall be deemed a violation by Client.
- 9.2. Communication. The Client shall remain responsible for coordinating all communication with Applitools under the Agreement and this DPA and shall be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

## 10. TRANSFERS OF DATA

- 10.1. Personal Data may be transferred from the EU Member States, the three EEA member countries (Norway, Liechtenstein and Iceland) (collectively, "**EEA**"), the United Kingdom to countries that offer adequate level of data protection under or pursuant to the adequacy decisions published by the relevant data protection authorities of the EEA, the Union, the Member States or the European Commission, the UK supervisory authority ("**Adequacy Decisions**"), without any further safeguard being necessary.

10.2. To the extent that there is Processing of Personal Data which includes transfers from the EEA or the UK to countries which do not offer adequate level of data protection or which have not been subject to an Adequacy Decision ("Other Countries"), the below terms shall apply:

10.2.1. With respect to the EU transfers of Personal Data, Client as a Data Exporter (as defined in the SCCs) and Applitools on behalf of itself and each Applitools Affiliate (as applicable) as a Data Importer (as defined in the SCCs) hereby enter into the Standard Contractual Clauses set out in **Schedule 3**. To the extent that there is any conflict or inconsistency between the terms of the Standard Contractual Clauses and the terms of this DPA, the terms of the Standard Contractual Clauses shall take precedence.

11. With respect to the UK transfers of Personal Data (from the UK to other countries which have not been subject to a relevant Adequacy Decision), Client as a Data Exporter (as defined in the SCCs) and Applitools on behalf of itself and each Applitools Affiliate (as applicable) as a Data Importer (as defined in the SCCs), hereby enter into the UK Standard Contractual Clauses set out in **Schedule 4**. To the extent that there is any conflict or inconsistency between the terms of the UK SCC and the terms of this DPA, the terms of the UK SCC shall take precedence.**TERMINATION**

This DPA shall automatically terminate upon the termination or expiration of the Agreement under which the Services are provided. Sections 2.2, 2.3.3, 9 and 13 shall survive the termination or expiration of this DPA for any reason. This DPA cannot, in principle, be terminated separately to the Agreement, except where the Processing ends before the termination of the Agreement, in which case, this DPA shall automatically terminate.

**12. CPRA.**

To the extent that the Personal Data is subject to the CPRA, Applitools shall not sell or share Client's Personal Data. Applitools acknowledges that when processing Personal Data in the context of the provision of the Services, Client is not selling or sharing Personal Data to Applitools. Applitools agrees not to retain, use or disclose Client Personal Data: (i) for any purpose other than the Business Purpose (as defined below); (ii) for no other commercial or Business Purpose; or (iii) outside the direct business relationship between Applitools and Client. Notwithstanding the foregoing, Applitools may use, disclose, or retain Client Personal Data to: (i) transfer the Personal Data to other Applitools's entities (including, without limitation, affiliates and subsidiaries), service providers, third parties and vendors, in order to provide the Services to Client; (ii) to comply with, or as allowed by, applicable laws; (iii) to defend legal claims or comply with a law enforcement investigation; (ii) for internal use by Applitools to build or improve the quality of its services and/or for any other purpose permitted under the CPRA; (iii) to detect data security incidents, or protect against fraudulent or illegal activity; and (iv) collect and analyse anonymous information. Applitools shall use commercially reasonable efforts to comply with its obligations under CPRA. If Applitools becomes aware of any material applicable requirement (to Applitools as a service provider) under CPRA that Applitools cannot comply with, Applitools shall use commercially reasonable efforts to notify Client. Upon written Client's notice, Applitools shall use commercial reasonable and appropriate steps to stop and remediate Applitools's alleged unauthorized use of Personal Data; provided that Client must explain and demonstrate in the written notice which processing activity of Personal Data it considers to be unauthorized and the applicable reasons. Applitools shall use commercially reasonable efforts to enable Client to comply with consumer requests made pursuant CPRA. Notwithstanding anything to the contrary, Client shall be fully and solely responsible for complying with its own requirements under CPRA. "**Business purpose**" means the Processing activities that Applitools perform to provide Services (as described in the Agreement), this DPA and any other instruction from Client, as otherwise permitted by applicable law, including, CPRA and the applicable regulations, or as otherwise necessary to provide the Services to Client.

**13. RELATIONSHIP WITH AGREEMENT**

In the event of any conflict between the provisions of this DPA and the provisions of the

Agreement, the provisions of this DPA shall prevail over the conflicting provisions of the Agreement.

Notwithstanding anything to the contrary in the Agreement and/or in any agreement between the parties and to the maximum extent permitted by law: (A) Applitools's (including Applitools's Affiliates') entire, total and aggregate liability, related to personal data or information, privacy, or for breach of, this DPA and/or Data Protection Laws and Regulations, including, without limitation, if any, any indemnification obligation under the Agreement or applicable law regarding data protection or privacy, shall be limited to the amounts paid to Applitools under the Agreement within twelve (12) months preceding the event that gave rise to the claim. This limitation of liability is cumulative and not per incident; (B) In no event will Applitools and/or Applitools Affiliates and/or their third-party providers, be liable under, or otherwise in connection with this DPA for: (i) any indirect, exemplary, special, consequential, incidental or punitive damages; (ii) any loss of profits, business, or anticipated savings; (iii) any loss of, or damage to data, reputation, revenue or goodwill; and/or (iv) the cost of procuring any substitute goods or services; and (C) The foregoing exclusions and limitations on liability set forth in this Section shall apply: (i) even if Applitools, Applitools Affiliates or third-party providers, have been advised, or should have been aware, of the possibility of losses or damages; (ii) even if any remedy in this DPA fails of its essential purpose; and (iii) regardless of the form, theory or basis of liability (such as, but not limited to, breach of contract or tort).

#### **14. AMENDMENTS**

This DPA may be amended at any time by a written instrument duly signed by each of the Parties.

#### **15. LEGAL EFFECT**

This DPA shall only become legally binding between Client and Applitools when the formalities steps set out in the Section "INSTRUCTIONS ON HOW TO EXECUTE THIS DPA" below have been fully completed. Applitools may assign this DPA or its rights or obligations hereunder to any Affiliate thereof, or to a successor or any Affiliate thereof, in connection with a merger, consolidation or acquisition of all or substantially all of its shares, assets or business relating to this DPA or the Agreement. Any Applitools obligation hereunder may be performed (in whole or in part), and any Applitools right (including invoice and payment rights) or remedy may be exercised (in whole or in part), by an Affiliate of Applitools.

#### **16. SIGNATURE**

The Parties represent and warrant that they each have the power to enter into, execute, perform and be bound by this DPA.

You, as the signing person on behalf of Client, represent and warrant that you have, or you were granted, full authority to bind the Organization and, as applicable, its Authorized Affiliates to this DPA. If you cannot, or do not have authority to, bind the Organization and/or its Authorized Affiliates, you shall not supply or provide Personal Data to Applitools.

By signing this DPA, Client enters into this DPA on behalf of itself and, to the extent required or permitted under applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates, if and to the extent that Applitools processes Personal Data for which such Authorized Affiliates qualify as the/a "data controller".

This DPA has been pre-signed on behalf of Applitools.

Instructions on how to execute this DPA.

1. To complete this DPA, you must complete the missing information; and
2. Send the completed and signed DPA to us by email, indicating the Client's name, to [privacy@applitools.com](mailto:privacy@applitools.com).

#### **List of Schedules**

- SCHEDULE 1 - DETAILS OF THE PROCESSING
- SCHEDULE 2 - SUB-PROCESSOR LIST
- SCHEDULE 3 – TRANSFERS
- SCHEDULE 4 – STANDARD CONTRACTUAL CLAUSES

The parties' authorized signatories have duly executed this Agreement:

**CLIENT:**

Signature:

Client Legal Name:

Print Name:

Title:

Date:

**APPLITOOLS INC.**

Signature:   
Moshe Milman  
759DA16D407D4F3...

Legal Name: Moshe Milman

Print Name: M.M

Title: COO and Co-Founder

Date: 20/09/2023

**APPLITOOLS LTD.**

DocuSigned by:  
  
Signature: 5C11626FF1C9453...

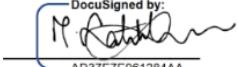
Legal Name: Adam Carmi

Print Name: A.C

Title: CTO and Co-Founder

Date: 20/09/2023

**APPLITOOLS PTY LTD.**

DocuSigned by:  
  
Signature: AD37E7E061284AA...

Legal Name: Satish Mallela

Print Name: S.M

Title: Regional Director of APAC

Date: 20/09/2023

## SCHEDULE 1 - DETAILS OF THE PROCESSING

### ***Subject matter***

Applitools will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further instructed by Client in its use of the Services.

### ***Nature and Purpose of Processing***

1. Providing the Service(s) to Client.
2. Setting up profile(s) for users authorized by Clients.
3. For Client to be able to use the Services.
4. For Applitools to comply with documented reasonable instructions provided by Client where such instructions are consistent with the terms of the Agreement.
5. Performing the Agreement, this DPA and/or other contracts executed by the Parties.
6. Providing support and technical maintenance, if agreed in the Agreement.
7. Resolving disputes.
8. Enforcing the Agreement, this DPA and/or defending Applitools's rights.
9. Management of the Agreement, the DPA and/or other contracts executed by the Parties, including fees payment, account administration, accounting, tax, management, litigation; and
10. Complying with applicable laws and regulations, including for cooperating with local and foreign tax authorities, preventing fraud, money laundering and terrorist financing.
11. All tasks related with any of the above.

#### ***1. Duration of Processing***

Subject to any Section of the DPA and/or the Agreement dealing with the duration of the Processing and the consequences of the expiration or termination thereof, Applitools will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

#### ***2. Type of Personal Data***

Client may submit Personal Data to the Services, the extent of which is determined and controlled by Client in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First name
- Last name
- Address
- Phone number
- Email address

- Any other Personal Data or information that the Client decides to provide to the Applitools or the Services.

The Client and the Data Subjects shall provide the Personal data to Applitools by supplying the Personal data to Applitools' Service.

3. *Categories of Data Subjects*

Client may submit Personal Data to the Services, the extent of which is determined and controlled by Client in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Client's users authorized by Client to use the Services
- Employees, agents, advisors, freelancers of Client (who are natural persons)
- Prospects, Clients, business partners and vendors of Client (who are natural persons)
- Employees of Client's prospects, Clients, business partners and vendors

4. *The frequency of the transfer.*

One-off.

5. *The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period.*

As described in this DPA and/or the Agreement

6. *For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing.*

As detailed in Schedule 2.

**SCHEDULE 2 – SUB-PROCESSOR LIST**

<b>Entity Name</b>	<b>Sub-Processing Activities</b>	<b>Entity Country</b>
Salesforce	Customer relationship management	Data center location – EU
Marketo	Marketing automation platform	Data center location – EU
Intercom	Customer messaging platform	Data center location - US
Woopra	Analysis customer touchpoint	Data center location – US
Zendesk	Support ticketing system	Data center location – US
Microsoft Azure	Hosting provider	The public cloud is located in California. Backups are stored in an alternate Azure data center in US East (VA). For private cloud, the customer can choose locations according to Microsoft Azure data centers
Outreach	Manages deal cycle	Data center location – EU
Groove	Customers engagement platform for Salesforce	Data center location – EU
ZoomInfo	Marketing automation	Data center location - US
Mintigo/Anaplan	Marketing automation	Data center location - US
Amplitude	Analytics	Data center location - US
LeanData	Marketing and sales	Data center location - US
GoToMeeting	Supports the sales process	Data center location - US
Splunk	logging and SIEM	Data center location – US
Gainsight	Customer success experience	Data center location – US

**SCHEDULE 3 – TRANSFERS**

<b>Country</b>	<b>Processing Activities in that Country</b>	<b>Legal basis</b>
USA – California	Provision of the Services (e.g., support)	Standard contractual clauses
Israel	Provision of the Services (e.g., support)	Adequacy decision

US or any location that Client chooses	Hosting services	Standard contractual clauses
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#### SCHEDULE 4 – STANDARD CONTRACTUAL CLAUSES

**EU SCCs.** If the Processing of Personal Data includes transfers from the EU to countries outside the EEA which do not offer adequate level of data protection or which have not been subject to an Adequacy Decision, the Parties shall comply with Chapter V of the GDPR. The Parties hereby agree to execute the Standard Contractual Clauses as follows:

- a) The Standard Contractual Clauses (Controller-to-Processor and Processor to Processor) if applicable, will apply, with respect to restricted transfers between Client and Applitools that are subject to the EU GDPR.
- b) The Parties agree that for the purpose of transfer of Personal Data between Client (as Data Exporter) and Applitools (as Data Importer), the following shall apply: (i) Clause 7 of the Standard Contractual Clauses shall not be applicable; (ii) In Clause 9, option 2 shall apply and the method described in Section 5 of the DPA (Authorization Regarding Sub-Processors) shall apply; (iii) Clause 11 of the Standard Contractual Clauses shall not be applicable; (iv) In Clause 13: the relevant option applicable to the Client, as informed by Client to Applitools; (v) In Clause 17, option 1 shall apply. The Parties agree that the Standard Contractual Clauses shall be governed by the laws of the Republic of Ireland; and (vi) In Clause 18(b) the Parties choose the courts of Dublin, Ireland, as their choice of forum and jurisdiction.
- c) Annex I.A: With respect to Module Two: (i) Data Exporter is Client as a data controller and (ii) the Data Importer is Applitools as a data processor. With respect to Module Three: (i) Data Exporter is Client as a data processor and (ii) the Data Importer is Applitools as a data processor (sub-processor). Data Exporter and Data Importer Contact details: As detailed in the Agreement. Signature and Date: By entering into the Agreement and this DPA, each Party is deemed to have signed these Standard Contractual Clauses incorporated herein, including their Annexes, as of the Effective Date of the DPA.
- d) Annex I.B of the Standard Contractual Clauses shall be completed as described in Schedule 1 (Details of the Processing) of this DPA.
- e) Annex I.C of the Standard Contractual Clauses shall be completed as follows: The competent supervisory authority is the Irish supervisory authority.
- f) Annex II of the Standard Contractual Clauses shall be completed as described in the Security Documentation.
- g) Annex III of the Standard Contractual Clauses shall be completed with the authorized sub-processors detailed in Schedule 2 (Sub-processor list) of this DPA.

**UK SCCs.** If the Processing of Personal Data includes transfers from the UK to countries which do not offer adequate level of data protection or which have not been subject to an Adequacy Decision, the Parties shall comply with Article 45(1) of the UK GDPR and Section 17A of the Data Protection Act 2018. The Parties hereby agree to execute the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses as follows:

- a) The UK Standard Contractual Clauses (Controller-to-Processor and Processor to Processor) if applicable, will apply with respect to restricted transfers between Client and Applitools that are subject to the UK GDPR.

b) The Parties agree that for the purpose of transfer of Personal Data between Client (as Data Exporter) and Applitools (as Data Importer), the following shall apply: (i) Clause 7 of the Standard Contractual Clauses shall not be applicable; (ii) In Clause 9, option 2 shall apply and the method described in Section 5 of the DPA (Authorization Regarding Sub-Processors) shall apply; (iii) Clause 11 of the Standard Contractual Clauses shall not be applicable; (iv) In Clause 17, option 1 shall apply. The Parties agree that the Standard Contractual Clauses shall be governed by the laws of England and Wales; and (v) In Clause 18(b) the Parties choose the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts, as their choice of forum and jurisdiction. Which Parties may end this Addendum as set out in Section 19: Importer and/or Exporter, in accordance with the agreed terms of the DPA.

c) Annex I.A: With respect to Module Two: Data Exporter is Client as a data controller and the Data Importer is Applitools as a data processor. With respect to Module Three: Data Exporter is Client as a data processor and the Data Importer is Applitools as a data processor (sub-processor). Data Exporter and Data Importer Contact details: As detailed in the Agreement. Signature and Date: By entering into the Agreement and this DPA, each Party is deemed to have signed these UK Standard Contractual Clauses incorporated herein, including their Annexes, as of the Effective Date of the DPA.

d) Annex I.B of the UK Standard Contractual Clauses shall be completed as described in Schedule 1 (Details of the Processing) of this DPA.

e) Annex I.C of the UK Standard Contractual Clauses shall be completed as follows: The competent supervisory authority is the ICO supervisory authority.

f) Annex II of the UK Standard Contractual Clauses shall be completed as described in the Security Documentation.

g) Annex III of the UK Standard Contractual Clauses shall be completed with the authorized sub-processors detailed in Schedule 2 (Sub-processor list) of this DPA.