



MAGNET FORENSICS DATA PROCESSING ADDENDUM

This Data Processing Addendum (“DPA”) applies to the extent that Magnet Forensics Processes Personal Data on your (“Customer”) behalf in the course of providing Services to Customer in connection with a Magnet Forensics product (“Magnet Product”). For certainty, this DPA does not apply to the extent that Magnet Forensics is the Controller of personal data. This DPA serves as a modification to the Agreement, and the Magnet Forensics entity that is party to such Agreement is party to this DPA and designated “Magnet Forensics”. In the event of a conflict between this DPA and the terms of the Agreement, the terms of this DPA shall prevail.

All terms not otherwise defined in this DPA shall have the meanings ascribed to them in the Agreement. Any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them.

“Agreement”	Magnet Forensics SaaS Terms and Conditions or such other terms You have agreed to with Magnet Forensics for the use of a Magnet Product.
“Agreement Personal Data”	Personal Data which is to be processed under the Agreement on behalf of the Customer.
“Data Protection Laws”	means all data protection and privacy laws applicable to the Processing of Personal Data, including, where applicable, European Data Protection Law; and references to “Controller” , “Data Subjects” , “Personal Data” and “Processor” have the meanings set out in and will be interpreted in accordance with such laws.
“Data Protection Supervisory Authority”	any regulatory authority responsible for the enforcement, regulation or governance of any Data Protection Laws and any replacement or successor body or person for any such authority from time to time.
“European Data Protection Law”	means (i) 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 (“General Data Protection Regulation” or “GDPR”) and associated national laws, and (ii) the GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Addendum etc.) (EU Exit) Regulations 2019 (“UK GDPR”), together with the Data Protection Act 2018; in each case as may be amended or replaced from time to time.
“Personal Data Security Incident”	a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Agreement Personal Data transmitted, stored or otherwise processed
“Processing”	has the meaning set out in the Data Protection Laws; and for the purposes of Article 1 “process” , “processing” and “processed” will be interpreted accordingly.

- “Restricted Transfer”** a transfer of Agreement Personal Data which is undergoing processing or which is intended to be processed after transfer, to a country or territory to which such transfer is prohibited or subject to a requirement to take additional steps to adequately protect the Agreement Personal Data for the transfer to be lawful under the Data Protection Laws.
- “Services”** the services provided to Customer by Magnet Forensics in connection with a Magnet Product pursuant to the Agreement.
- “Sub-Processor”** any third party (including any Magnet Forensics group company and authorised subcontractor) appointed, engaged or permitted by Magnet Forensics to process Agreement Personal Data.

1. DATA PROTECTION

- 1.1 The Customer authorises Magnet Forensics to process the Agreement Personal Data during the term of the Agreement as a Processor for the purpose of providing You with Services. The subject matter, duration, nature and purpose of the processing are set out in Appendix 1.
- 1.2 Customer warrants to Magnet Forensics that:
- 1.2.1 it has all necessary rights to authorise Magnet Forensics to process Agreement Personal Data in accordance with this Agreement and the Data Protection Laws; and
 - 1.2.2 its instructions to Magnet Forensics relating to processing of Agreement Personal Data will not put Magnet Forensics in breach of Data Protection Laws, including with regard to Restricted Transfers.
- 1.3 If Magnet Forensics considers that any instructions from the Customer relating to processing of Agreement Personal Data may put Magnet Forensics in breach of Data Protection Laws, Magnet Forensics will be entitled not to carry out that processing and will not be in breach of this DPA or the Agreement or otherwise liable to the Customer as a result of its failure to carry out that processing.
- 1.4 The Customer will comply with the Data Protection Laws in respect of Agreement Personal Data.
- 1.5 Magnet Forensics may use Sub-Processors from time to time, including, without limitation, affiliates of Magnet Forensics, and Customer authorises Magnet Forensics to engage such Sub-Processors. Magnet Forensics will inform Customer of any intended changes concerning the addition or replacement of Sub-Processors, thereby giving Customer the opportunity to object to such changes. If the Customer objects to such a change and such objection cannot be resolved by the parties within ten (10) days, Customer will be entitled to terminate the Agreement upon written notice to Magnet Forensics.
- 1.6 If Magnet Forensics appoints a Sub-Processor, Magnet Forensics will enter into an agreement with the Sub-Processor that specifies the Sub-Processor’s processing activities and imposes on the Sub-Processor similar (in substance) terms to those imposed on Magnet Forensics in this Article 1.
- 1.7 Magnet Forensics will:
- 1.7.1 process the Agreement Personal Data only on documented instructions from the Customer (unless Magnet Forensics or the relevant Sub-Processor is required to

- process Agreement Personal Data to comply with applicable law, in which case Magnet Forensics will notify the Customer of such legal requirement prior to such processing (unless prohibited from doing so)). For the purpose of this Section 1.7.1, the obligations on Magnet Forensics to perform the Services, and/or afford Customer use of the functionality thereof, are documented instructions from the Customer;
- 1.7.2 ensure that any Magnet Forensics personnel authorised to process Agreement Personal Data are subject to confidentiality obligations or are under an appropriate statutory obligation of confidentiality;
- 1.7.3 Magnet Forensics shall delete any Agreement Personal Data stored in its servers after the end of the provision of Services relating to processing. Magnet Forensics will be entitled to retain any Agreement Personal Data which it has to keep to comply with any applicable law or which it is required to retain for accounting purposes and/or record-keeping purposes. Notwithstanding the foregoing, Magnet Forensics may retain and process certain de-identified data relating to the Customer's use of the Services for benchmarking and product development purposes.
- 1.7.4 implement appropriate technical and organisational measures to protect the Agreement Personal Data, in accordance with the Agreement;
- 1.7.5 notify the Customer without undue delay after becoming aware of a Personal Data Security Incident;
- 1.7.6 taking into account the nature of processing and the information available to Magnet Forensics, provide reasonable assistance to the Customer (at the Customer's cost) in relation to the Customer's obligations under the Data Protection Laws relating to:
- 1.7.6.1 the security of processing Agreement Personal Data;
 - 1.7.6.2 responding to requests for exercising Data Subjects' rights under the Data Protection Laws, including by appropriate technical and organisational measures, insofar as this is possible;
 - 1.7.6.3 documenting any Personal Data Security Incidents and reporting any Personal Data Security Incidents to any Data Protection Supervisory Authority and/or Data Subjects; and
 - 1.7.6.4 conducting privacy impact assessments of any processing operations and consulting with Data Protection Supervisory Authorities, Data Subjects and their representatives accordingly.
- 1.7.7 on written request, make available to the Customer all information reasonably necessary to demonstrate compliance with the obligations set out in this Article 1 and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer, provided that the Customer gives Magnet Forensics at least thirty (30) days' prior written notice of each such audit and that each audit is carried out at the Customer's cost, during business hours, so as to cause the minimum disruption to Magnet Forensics' business and without the Customer or its auditor having any access to any data belonging to a person other than the Customer. Any materials disclosed during such audits and the results of and/or outputs from such audits or information-gathering will be kept confidential by the Customer.

- 1.8 The Customer hereby authorises Magnet Forensics to make a Restricted Transfer in respect of the Agreement Personal Data, as necessary to provide the Services. Magnet Forensics will demonstrate or implement an appropriate safeguard for that Restricted Transfer in accordance with Data Protection Laws. Such appropriate safeguards may include:
- 1.8.1 that the country or territory to which the Restricted Transfer is to be made ensures an adequate level of protection for processing of Personal Data pursuant to a valid adequacy decision made in accordance with Data Protection Laws; or
 - 1.8.2 appropriate safeguards in accordance with Data Protection Laws. On request, the Customer will execute any documents (including standard contractual clauses for the transfer of personal data to Processors established in third countries) relating to that Restricted Transfer which the relevant Processor requires it to execute from time to time.
- 1.9 For the avoidance of doubt, the obligations on Magnet Forensics under Section 1.8 will not apply in circumstances where the Customer processes or is processing the Agreement Personal Data outside the European Economic Area and/or United Kingdom (as applicable).
- 1.10 The qualifications at Section 1.8 will not apply if Magnet Forensics or the relevant Sub-Processor is required to make a Restricted Transfer to comply with European Union law or European Union member state law or United Kingdom law to which Magnet Forensics is subject, in which case Magnet Forensics will notify the Customer of such legal requirement prior to such Restricted Transfer unless such law prohibits notice to the Customer on public interest grounds.

Appendix 1: Description of Processing

Subject matter: Provision of the Magnet Forensics Services.

Duration of the processing: For the duration that the Customer is authorized to access the Services.

Nature and purpose of the processing: To enable Magnet Forensics to provide the Services.

Type of personal data: Personal data contained in any data collected and/or uploaded as part of the Customer's use of the Services. This may include names, contact details, email correspondence, images, and other personal data.

Categories of data subjects: Data subjects whose personal data is collected and/or uploaded by the Customer as part of the Services. This may include employees or business contacts of the Customer's end-customer.