



TESSIAN

DATA PROTECTION EXHIBIT

This Data Protection Exhibit shall be read in conjunction with any written terms entered into with Tessian for the provision of Tessian services that reference this Exhibit (“**Agreement**”). Unless defined herein, capitalized terms used in this Data Protection Exhibit will have the meaning given to them in the Agreement.

1. Tessian and Customer each warrant that they will each duly observe all their obligations under the Data Protection Legislation which arise in connection with the performance of their respective obligations under the Agreement, and that they shall not, in respect of personal data to be processed under or in connection with the Agreement, do any act or make any omission which puts the other party in breach of its obligations under the Data Protection Legislation.
2. Tessian and Customer recognise that: (i) where Tessian is processing any Customer Data that is personal data (“**Customer Personal Data**”) on behalf of Customer under or in connection with the Agreement, Customer is a controller and Tessian is a processor; and (ii) Tessian and Customer are controllers independently of each other in respect of any other processing of Customer Personal Data or other personal data under or in connection with the Agreement. The types of Customer Personal Data contained within Customer Data and the categories of data subjects to which it relates are broad and will include any individual who sends or receives communications made in connection with the use of the Services. Where Tessian processes any Customer Personal Data on Customer’s behalf as a processor under or in connection with the Agreement, Tessian shall:
 - a) only process Customer Personal Data as is necessary to provide the Services and fulfil its obligations under the Agreement (which, for the avoidance of doubt, includes Tessian providing Customer with access to and use of the Services) and/or as otherwise specifically provided in this Agreement; Tessian;
 - b) implement appropriate technical and organisational measures against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, any Customer Personal Data including as appropriate pseudonymisation and encryption of Customer Personal Data, the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services, the ability to restore the availability and access to Customer Personal Data in a timely manner in the event of a physical or technical incident and/or a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
 - c) notify Customer without undue delay after having become aware of any actual or suspected personal data breach of Customer Personal Data;
 - d) only make a transfer to which Chapter V of the GDPR applies of Customer Personal Data from the European Economic Area (“**EEA**”) and/or UK to outside the EEA and/or UK in compliance with the terms of paragraph 3 of this Data Protection Exhibit;
 - e) ensure that persons authorised to process Customer Personal Data have committed themselves to confidentiality on appropriate terms or are under an appropriate statutory obligation of confidentiality;
 - f) not appoint a sub-processor without Customer's authorisation (and Customer authorises Tessian appointing sub-processors in accordance with paragraph 5 of this Schedule) and in the event that Customer does provide such authorisation, Tessian will ensure that such sub-processor is bound by terms similar to those of this Data Protection Exhibit and Tessian shall be responsible for any breach by such sub-processor of any of the obligations under this Data Protection Exhibit;

- g) assist Customer, with appropriate technical and organisational measures, in complying with Customer's obligations under Chapter III of the GDPR and assist Customer in ensuring the security of processing;
 - h) make available to Customer all information necessary to demonstrate compliance with the Data Protection Requirements, including: (i) informing Customer if, in Tessian's opinion, processing Customer Personal Data on behalf of Customer for the purposes of the Agreement infringes the Data Protection Requirements; and (ii) allowing for and contributing to audits conducted by Customer or its representatives on reasonable notice and only as is reasonably necessary to demonstrate Tessian's compliance with this Data Protection Exhibit (such audits to be limited to once per year); and
 - i) on termination of the Agreement, promptly delete or return to Customer (at Customer's discretion) all Customer Personal Data processed only on behalf of Customer save to the extent that Tessian is legally required to retain any Customer Personal Data.
3. In respect of any transfer to which Chapter V of the GDPR applies of Customer Personal Data or other personal data from inside the EEA and/or UK to a location outside the EEA and/or UK on Customer's behalf or in connection with this Agreement, Tessian shall (and, where applicable, shall procure that its data processors shall) ensure that the transfer complies with Chapter V of the GDPR and shall notify Customer (upon request) of such safeguards or exemptions which apply to the transfer. Customer shall provide all reasonable assistance to Tessian in Tessian complying with this paragraph 3, including:
- a) Where a transfer of Customer Personal Data or other personal data pursuant to this paragraph 3 is made by Customer as controller to Tessian as processor, and none of the exemptions or other safeguards of Chapter V of the GDPR are provided for in respect of the transfer, the parties hereby enter into a contract on the basis of Module 1 of the clauses required by the European Commission in connection with such transfers in its decision dated 4 June 2021 (the "Decision") and as set out in such Decision.
 - b) Where a transfer of Customer Personal Data pursuant to this paragraph 3 is to be made by Tessian as a processor to a sub-processor, Customer provides authorisation for Tessian to enter into a contract on the basis of Module 3 of the clauses required by the European Commission in the Decision in connection with such transfers with the sub-processor.
4. Customer shall ensure that: (i) it is entitled to transfer Customer Personal Data or other personal data it transfers to Tessian so that Tessian and its subcontractors may lawfully use, process and transfer Customer Personal Data or other personal data in accordance with the Agreement.
5. Customer provides authorisation for the Approved Subcontractors (as defined in the Agreement) at the time of the Effective Date to process Customer Personal Data as sub-processors. Customer agrees that Tessian may add or replace further sub-processors from time to time provided that Tessian shall notify Customer in writing (including email) in advance of any such change and, unless Customer sends written notification to Tessian within seven (7) days of Tessian's notification, setting out its objection to any new sub-processor, Customer will be deemed to have consented to such change.
6. In the event of any conflict between the provisions of this Data Protection Exhibit and the provisions of the Agreement, the provisions of this Data Protection Exhibit shall prevail.

Annex 1 - Details of the processing

Subject matter and duration of processing	Tessian will process Customer Personal Data in order to provide email cybersecurity services for the duration specified in a relevant Agreement.
Nature and purpose of processing	Tessian will process Customer Personal Data for the sole purpose of providing the Services (as defined in the Agreement).
Categories of personal data to be processed	The categories of Customer Personal Data are broad and will include names, email addresses, contact details and personal information contained in the emails sent and received by the Customer. Given the broad nature of the categories of data, the data transferred could concern all categories of special category personal data and criminal conviction data.
Categories of data subjects	The categories of data subjects are broad and will include any individual who sends or receives communications or is the subject matter of communications made in connection with Services and individuals who work for or with the Customer.