



**SUPPLEMENTARY TERMS TO TERMS AND CONDITIONS WITH TESSIAN LIMITED OR TESSIAN INC.
(AS APPLICABLE)**

All defined terms used in this letter shall have the same meaning as those provided in the Agreement, unless set out otherwise.

Supplementary Provisions:

The following provision applies to any Agreement in place with Tessian which contains provision for Customer Data to remain hosted and processed only within the UK and/or the EU:

1. Transfer of Customer Data outside of the United Kingdom and/or European Union.
 - (i) Notwithstanding anything to the contrary in the Agreement, and subject always to Data Privacy Legislation (including, but not limited to, Chapter V of the GDPR), it is agreed and acknowledged that Customer Data will be transferred out of the UK and EEA to the United States of America for the purposes of providing the Services ("Customer Data Transfer").
 - (ii) In respect of any Customer Data Transfer, Tessian shall (and, where applicable, shall procure that its sub processors shall) ensure that the transfer complies with Chapter V of the GDPR.
 - (iii) Where the Customer Data Transfer is made by Customer as controller to Tessian as processor, Module 2 of the European Standard Contract Clauses (as per its decision dated 4 June 2021), including the UK data bridge addendum ("SCCs") shall apply.
 - (iv) Where the Customer Data Transfer is 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 SCCs.
 - (v) [In addition to any provisions of the Agreement relating to Data Privacy Legislation, the Customer may also agree to the terms of the Proofpoint Data Processing Agreement attached at Attachment 1 to this letter ("Proofpoint DPA"). [In the event Customer elects to execute the Proofpoint DPA, the Proofpoint DPA shall prevail in the event of any conflict with the Agreement.]

[New registered address:](#)

c/o Corporation Service Company (UK) Limited, 5 Churchill Place, 10th floor, London, United Kingdom, E14 5HU



The following provision applies to any Agreement in place with Tessian which contains provision for Tessian to use Customer Data for research and development purposes:

2. Customer Data.

Notwithstanding anything to the contrary in the Agreement the Parties agree that: (1) Customer Data may be used by Tessian and its affiliates to improve, enhance, improve and develop Tessian's and its affiliates' services; and (2) to generate Threat Intelligence.

In the event of any conflict with the Agreement, these supplemental provisions shall prevail. All other terms of an Agreement in place between Tessian and Customer, shall continue in force and effect.

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