

Rapid7 Lead Generation Addendum

This Rapid7 Lead Generation Addendum (the "Addendum") applies to the extent that the Vendor, as set forth in the Agreement, defined below, performs lead generation on behalf of Rapid7 ("Lead Generation"). This Addendum forms part of the Master Services Agreement, Terms of Service, Terms & Conditions of Purchase, or other written or electronic agreement ("Agreement") between Vendor and Rapid7. This Addendum supplements the Rapid7 Vendor Data Processing Addendum solely with respect to Marketing Personal Data disclosed by Vendor to Rapid7 on a Controller-to-Controller basis and, for the avoidance of doubt, the Vendor DPA continues to apply to any Personal Data processed by Vendor on Rapid7's behalf.

In the event of any conflict between this Addendum and the Agreement with respect to Marketing Personal Data or Lead Generation, this Addendum shall control to the extent of that conflict; provided that any applicable Standard Contractual Clauses, or other mandatory transfer mechanism shall prevail to the extent required by Applicable Data Protection Law. Vendor's electronic acceptance, acknowledgement of a purchase order referencing this Addendum, or commencement of performance constitutes Vendor's acceptance of the terms herein.

Capitalized terms not defined in this Addendum have the meanings given in the Rapid7 Vendor Data Processing Addendum or the Agreement, as applicable.

1. During the course of the Agreement, Vendor will establish, maintain, and adhere to an up-to-date privacy policy on Vendor's website that will comply with applicable domestic and foreign privacy laws and regulations. Further, to the extent applicable, Vendor will establish and maintain systems and procedures appropriate to effectuate and provide Rapid7, promptly and no less frequently than bi-weekly notice of all opt-out, unsubscribe, "do not call", "do not send" and related suppression requests and suppression information in connection with the Agreement.
2. If and to the extent that Vendor sells and/or discloses personal data to Rapid7 for the purpose of performing marketing/sales outreach or lead generation ("Marketing Personal Data"), the parties acknowledge and agree that such disclosure is made on a Controller to Controller basis and that each party shall comply with its respective obligations as a Controller under applicable data protection law. Additionally, the parties agree that, to the extent that the disclosure of Marketing Personal Data is a restricted transfer, a transfer of personal data from the European Economic Area to a country outside of the European Economic Area which is not subject to an adequacy determination by the European Commission, Module One of the Standard Contractual Clauses, the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 (the "Standard Contractual Clauses") shall be deemed incorporated into the Agreement and apply between Rapid7 and Vendor. To the extent that there is a conflict between the terms of the Agreement and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail. Further, Annex I of the Standard Contractual Clauses shall be deemed completed with the information set out in Appendix I to this Addendum, and Annex II of the Standard Contractual Clauses shall be deemed completed with the information set out in Appendix II to this Addendum.
3. If and to the extent that the disclosure of Marketing Personal Data to Rapid7 constitutes a restricted transfer, under applicable data protection law, Module One of the Standard Contractual Clauses shall apply, completed using Appendix I and Appendix II to this Addendum, and subject to the following:
 - a. where the UK GDPR applies, the Standard Contractual Clauses as completed using Appendix I and Appendix II to this Addendum, shall apply and shall be deemed amended by the UK Addendum (Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses), and Tables 1 to 3 of the UK Addendum shall be deemed completed using the information in the Agreement and Appendices I and II, with the options "Exporter" and "Importer" deemed selected in Table 4;
 - b. where the Swiss DPA applies, the Standard Contractual Clauses shall apply with such modifications as are necessary to make them valid for transfers subject to the Swiss DPA; and
 - c. if this Addendum conflicts with the applicable Standard Contractual Clauses, the applicable Standard Contractual Clauses shall prevail.
4. Both parties agree to comply with all applicable laws, including privacy laws, and Vendor will promptly inform Rapid7 if Vendor is no longer able to comply with such laws. Vendor represents and warrants that it has a valid lawful basis under applicable data protection law for the collection, use, and disclosure of the Marketing Personal Data to Rapid7 and, where consent is required by law, has obtained valid consent. Vendor shall not disclose any special category data, sensitive personal data, children's data, or other data subject to heightened legal restrictions unless expressly agreed in writing by Rapid7 and permitted by applicable data protection law. To the extent that the Vendor is in breach of the foregoing representation and warranty it will be deemed a material breach of the Agreement and Vendor shall indemnify Rapid7 for third party claims arising from such breach. Vendor shall promptly notify Rapid7 if Vendor determines that any Marketing Personal Data previously disclosed to Rapid7 was collected, used, or disclosed in

violation of applicable data protection law, and upon Rapid7's reasonable request, Vendor shall provide information reasonably sufficient to demonstrate the source of the Marketing Personal Data and Vendor's compliance with the notice, lawful basis, consent, and suppression obligations in this Addendum.

5. Vendor shall implement and maintain appropriate technical and organizational measures designed to protect the Personal Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Personal Data (a "Security Incident"). Such measures shall be no less protective than those required by applicable data protection law.
6. Vendor shall notify Rapid7 without undue delay, and in any event no later than forty-eight (48) hours after becoming aware of any Security Incident affecting Marketing Personal Data disclosed or to be disclosed under the Agreement.
7. Rapid7 has the right to terminate the Agreement and receive a pro-rata refund of fees paid if Vendor materially breaches the Agreement or applicable laws, including laws and/or regulations governing personal data, and is unable to cure within thirty (30) days.

APPENDIX I

Annex I

Terms used but not defined in this Appendix shall have the meanings given to them in the Addendum or Agreement.

A. LIST OF PARTIES

Data exporter(s): [*Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union*]

1.	Name:	The Vendor. The Vendor's details are specified in the Agreement.
	Address:	As above
	Contact person's name, position and contact details:	As Above.
	Activities relevant to the data transferred under these Clauses:	Provision of Marketing Personal Data from Vendor to Rapid7.
	Signature and date:	This Annex I shall be deemed incorporated and effective upon the effectiveness of this Addendum.
	Role (controller/processor):	Controller

Data importer(s): [*Identity and contact details of the data importer(s), including any contact person with responsibility for data protection*]

1.	Name:	Rapid7. Rapid7's details are specified in the Agreement or applicable order form.
	Address:	As above.
	Contact person's name, position and contact details:	Senior Legal Counsel (Privacy) Email: Privacy@rapid7.com
	Activities relevant to the data transferred under these Clauses:	Provision of Marketing Personal Data from Vendor to Rapid7.
	Signature and date:	This Annex I shall be deemed incorporated and effective upon the effectiveness of this Addendum.
	Role (controller/processor):	Controller.

B. DESCRIPTION OF TRANSFER

<i>Categories of data subjects whose personal data is transferred</i>	Prospective customers and business partners of Data Importer (who are natural persons)
<i>Categories of personal data transferred</i>	<ul style="list-style-type: none">● Name● Email address● Job title and department● Business phone numbers (general, direct, and fax)● Company name● Other contact information that the parties may share in furtherance of the Agreement ● Lead source, campaign, segmentation, and suppression status information
<i>Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.</i>	Not applicable.
<i>The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).</i>	One-off , periodic, or ongoing during the term of the Agreement.

<i>Nature of the processing</i>	The provision of Marketing Personal Data in accordance with the terms of the Agreement.
<i>Purpose(s) of the data transfer and further processing</i>	The Personal Data will be disclosed for lawful marketing, business development, prospecting, and sales outreach activities as permitted by the Agreement and applicable data protection law.
<i>The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period</i>	For as long as is necessary for the purpose or as otherwise permitted by applicable data protection law.
<i>For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing</i>	N/A.

C. COMPETENT SUPERVISORY AUTHORITY

<i>Identify the competent supervisory authority/ies in accordance with Clause 13</i>	The competent supervisory authority shall be determined in accordance with Clause 13 of the Standard Contractual Clauses, Module 1.
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APPENDIX II

ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Description of the technical and organisational measures implemented by the Data importer (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

Measures of pseudonymisation and encryption of personal data	To the extent applicable, data is encrypted in-transit using TLS. Where applicable, data is encrypted at rest using industry-standard encryption.
Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services	Rapid7 uses vulnerability assessment, patch management, threat protection technologies, and scheduled monitoring procedures designed to identify, assess, mitigate and protect against identified security threats, viruses, and other malicious code.
Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing	Business resiliency/continuity and disaster recovery procedures are in place, as appropriate, and are designed to maintain service and/or recovery from foreseeable emergency situations or disasters.
Measures for ensuring physical security of locations at which personal data are processed	Rapid7 maintains physical and environmental security controls of areas, within Rapid7's facilities, containing client confidential information designed to: (i) protect information assets from unauthorized physical access, (ii) manage, monitor and log movement of persons into and out of Rapid7's facilities, and (iii) guard against environmental hazards.
Measures for internal IT and IT security governance and management	Rapid7 uses network security controls that provide for the use of enterprise firewalls and layered DMZ architectures, as well as intrusion detection systems and other traffic and event correlation procedures designed to protect systems from intrusion and limit the scope of an attack.
Measures for ensuring data quality	Rapid7 uses change management procedures and tracking mechanisms designed to test, approve, and monitor changes to Rapid7 and information assets.
Measures for ensuring limited data retention	Data retention policies are in place which comply with applicable laws and are reviewed regularly by information security and legal personnel, as appropriate.
Measures for ensuring accountability	Rapid7 has a robust Information Security department which is tasked with ensuring accountability and consists of three groups: Trust & Security Governance, Risk, and Compliance (GRC); Security Operations and Engineering; and Portfolio and Program Management.
Measures for allowing data portability and ensuring erasure	Data subject request processes are in place to handle erasure and data portability requests. Customers may reach out to Privacy@rapid7.com in order to exercise their rights.