

**RAPID7
VENDOR DATA PROCESSING AGREEMENT**

This Data Processing Agreement ("DPA") applies to Vendor's Processing of Personal Data provided to Vendor arising out of Rapid7's relationship with Vendor (the "Relationship") to Rapid7. This DPA forms part of the written or electronic agreement ("Agreement") between Vendor and Rapid7 governing the Relationship to reflect the parties' agreement with regard to the Processing of Personal Data.

In the course of the Relationship, Vendor may Process Personal Data on behalf of Rapid7 and the parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

The terms of this DPA will be effective and replace any previously applicable data Processing terms as from the date of last signature.

Introduction

- A. Rapid7 is a Controller or Processor of certain Personal Data and wishes to appoint Vendor as a Processor or sub-Processor to Process this Personal Data on Rapid7's behalf.
- B. The parties have entered into this DPA to ensure that Vendor conducts such data Processing in accordance with Rapid7's instructions and Applicable Data Protection Law requirements, and with full respect for the fundamental data protection rights of the Data Subjects whose Personal Data will be Processed.

Definitions

In this DPA, the following terms shall have the following meanings:

"Controller", "Processor", "Data Subject", "Personal Data" and "Processing" (and **"Process"**) shall have the meanings given in Applicable Data Protection Law.

"Applicable Data Protection Law" shall mean: (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the Processing of Personal Data and on the free movement of such data, including any applicable national implementation of it; (ii) on and after 25 May 2018, 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, and repealing Directive 95/46/EC (General Data Protection Regulation); (iii) EU Directive 2002/58/EC concerning the Processing of Personal Data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications); (iv) any national legislation made under or pursuant to (i), (ii) or (iii); (v) any amendments or successor legislation to (i), (ii), (iii), or (iv); and (vi) any other applicable data protection law.

"Privacy Shield" means the EU-US Privacy Shield self-certification program operated by the U.S. Department of Commerce and approved by the European Commission pursuant to Decision C(2016)4176 of July 12, 2016.

Data Protection

1. **Relationship of the parties.** Rapid7 (the Controller) appoints Vendor as a Processor to Process the Personal Data that is the subject matter of the Agreement (the **"Data"**). Each party shall comply with the obligations that apply to it under Applicable Data Protection Law.
2. **Purpose limitation.** Vendor shall Process the Data as a Processor only as necessary to perform its obligations under the Agreement, and strictly in accordance with the documented instructions of Rapid7 (the **"Permitted Purpose"**), except where otherwise required by any EU (or any EU Member State) law applicable to Vendor. In no event shall Vendor Process the Data for its own purposes or those of any third party except as set forth in the Agreement.
3. **International transfers.** Vendor shall not transfer the Data (nor permit the Data to be transferred) outside of the European Economic Area ("**EEA**") unless (i) it has first obtained Rapid7's prior written consent; and (ii) it takes such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law. Such measures may include (without limitation) transferring the Data to a recipient in a country that the European Commission has decided provides adequate protection for Personal Data, to a recipient that has achieved binding corporate rules authorization in accordance with Applicable Data Protection Law, to a recipient in the United States that has certified its compliance with the EU-US Privacy Shield, or to a recipient that has executed standard contractual clauses adopted or approved by the European Commission.
4. **Confidentiality of Processing.** Vendor shall ensure that any person that it authorizes to Process the Data (including Vendor's staff, agents and subcontractors) (an **"Authorized Person"**) shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty) and shall not permit any person to Process the Data who is not under such a duty of confidentiality. Vendor shall ensure that all Authorized Persons Process the Data only as necessary for the Permitted Purpose.
5. **Security.** Vendor shall implement appropriate technical and organizational measures to protect the Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorized disclosure of, or access to the Data (a **"Security Incident"**). Such measures shall have regard to the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. Such measures may include, as appropriate:
 1. the pseudonymization and encryption of Personal Data;
 2. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services;
 3. the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;

4. a Process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing.
6. Subprocessing. Rapid7 specifically authorizes the engagement of Vendor's affiliates as subprocessors. Rapid7 consents to Vendor engaging third party subprocessors to Process the Data provided that: (i) Vendor obtains Rapid7's written consent; (ii) Vendor imposes data protection terms on any subprocessor it appoints that protect the Data to the same standard provided for by this DPA; and (iii) Vendor remains fully liable for any breach of this DPA that is caused by an act, error or omission of its subprocessor. Rapid7 may object to Vendor's appointment or replacement of a third party subprocessor, provided such objection is on reasonable grounds relating to the protection of the Data. In such event, Vendor will either not appoint or replace the subprocessor or, if this is not possible, Rapid7 may suspend or terminate this DPA and the Agreement.
7. Cooperation and Data Subjects' rights. Vendor shall provide all reasonable and timely assistance (including by appropriate technical and organizational measures) to Rapid7 to enable Rapid7 to respond to: (i) any request from a Data Subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a Data Subject, regulator or other third party in connection with the Processing of the Data. In the event that any such request, correspondence, enquiry or complaint is made directly to Vendor, Vendor shall promptly inform Rapid7 providing full details of the same.
8. Data Protection Impact Assessment. If Vendor believes or becomes aware that its Processing of the Data is likely to result in a high risk to the data protection rights and freedoms of Data Subjects, it shall promptly inform Rapid7 and provide Rapid7 with all such reasonable and timely assistance as Rapid7 may require in order to conduct a data protection impact assessment and, if necessary, consult with its relevant data protection authority.
9. Security incidents. Upon becoming aware of a Security Incident, Vendor shall inform Rapid7 without undue delay and shall provide all such timely information and cooperation as Rapid7 may require in order for Rapid7 to fulfill its data breach reporting obligations under (and in accordance with the timescales required by) Applicable Data Protection Law. Vendor shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Security Incident and shall keep Rapid7 apprised of all developments in connection with the Security Incident.
10. Deletion or return of Data. Upon termination or expiry of the Agreement, Vendor shall (at Rapid7's election) destroy or return to Rapid7 all Data (including all copies of the Data) in its possession or control (including any Data subcontracted to a third party for Processing). This requirement shall not apply to the extent that Vendor is required by any EU (or any EU Member State) law to retain some or all of the Data, in which event Vendor shall isolate and protect the Data from any further Processing except to the extent required by such law.
11. Audit. Vendor shall permit upon Rapid7's written request, a mutually agreed-upon third party auditor (the "Auditor") to audit Vendor's compliance with this DPA and shall make available to such third party auditor all information, systems and staff necessary for the Auditor to conduct such audit. Vendor acknowledges that the Auditor may enter its premises for the purposes of conducting this audit, provided that Rapid7 gives it reasonable prior notice of its intention to audit, conducts its audit during normal business hours, and takes all reasonable measures to prevent unnecessary disruption to Vendor's operations. Rapid7 will not exercise its audit rights more than once in any twelve (12) calendar month period, except (i) if and when required by instruction of a competent data protection authority; or (ii) Rapid7 reasonably believes a further audit is necessary due to a Security Incident suffered by Vendor.

Privacy Shield

12. Vendor will provide at least the same level of protection for the Data as is required under the Privacy Shield and shall promptly notify Rapid7 if it makes a determination that it can no longer provide this level of protection. In such event, or if Rapid7 otherwise reasonably believes that Vendor is not protecting the Data to the standard required under the Privacy Shield, Rapid7 may either: (i) instruct Vendor to take reasonable and appropriate steps to stop and remediate any unauthorized Processing, in which event Vendor shall promptly cooperate with Rapid7 in good faith to identify, agree and implement such steps; or (ii) terminate this DPA without penalty by giving notice to Vendor.
13. Vendor acknowledges that Rapid7 may disclose this DPA and any relevant privacy provisions in the Agreement to the US Department of Commerce, the Federal Trade Commission, European data protection authority, or any other US or EU judicial or regulatory body upon their request and that any such disclosure shall not be deemed a breach of confidentiality.

Rapid7 and Vendor have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Vendor: _____

By : _____

Name : _____

Title : _____

Date: _____

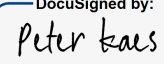
Rapid7

By : _____

Name : _____

Title : _____

Date: _____

DocuSigned by:

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 Peter Kaes
 General Counsel
 03/12/2018