



Data Processing Addendum

This Data Processing Addendum (“**DPA**”) forms a part of the Agreement (defined below) between ThoughtSpot and the company set forth in the signature block below (“**Customer**”), and is made as of the effective date set forth in the signature block below (“**Effective Date**”). All capitalized terms not otherwise defined herein will have the meaning given to them in the Agreement. Any inconsistency between the terms of this DPA and the Agreement will be resolved in favor of this DPA with respect to the subject matter herein.

Addendum If the Customer entity signing this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement. In such case, the ThoughtSpot entity that is party to the Agreement is party to this DPA.

If the Customer entity signing this DPA executed an Order Form with ThoughtSpot pursuant to the Agreement, but is not itself a party to the Agreement, this DPA is an addendum to that Order Form and applicable renewal Order Forms, and the ThoughtSpot entity that is party to such Order Form is party to this DPA.

If the Customer entity signing this DPA is neither a party to an Order Form nor the Agreement, this DPA is not valid and is not legally binding. Such entity should request that the Customer entity who is a party to the Agreement executes this DPA.

| CUSTOMER | THOUGHTSPOT |
|--|---|
| EACH ACTING UNDER DUE AND PROPER AUTHORITY, THE PARTIES EXECUTE THIS DPA AS OF THE EFFECTIVE DATE. | |
| Customer: _____ <i>(include entity type, e.g., Inc., Ltd., etc.)</i> | ThoughtSpot, Inc. |
| By: _____ | By:  _____ |
| Name: _____ | Name: <u>Matthew Kelly</u> |
| Title: _____ | Title: <u>General Counsel</u> |
| Effective Date: _____ | Signature Date: <u>July 18, 2022 16:20 PDT</u> |
| THOUGHTSPOT EMEA LTD. | THOUGHTSPOT INDIA PRIVATE LIMITED |
| By:  _____ | By:  _____ |
| Name: <u>Matthew Kelly</u> | Name: <u>Matthew Kelly</u> |
| Title: <u>Director</u> | Title: <u>Director</u> |
| Signature Date: <u>July 18, 2022 16:20 PDT</u> | Signature Date: <u>July 18, 2022 16:20 PDT</u> |



1. Definitions.

- 1.1. **“Administrative Information”** means information submitted by Customer into ThoughtSpot Cloud in connection with the administration of its instance of ThoughtSpot Cloud, including user names, login credentials, and query tokens, as further described in ThoughtSpot’s most current service operating and interface instructions (including API documentation) published for use of each version of ThoughtSpot Cloud at <https://docs.thoughtspot.com/>.
- 1.2. **“Affiliate”** means, with respect to a party, any legal entity (such as a corporation, partnership, or other legal entity) that controls, is controlled by, or is under common control with such party. For purposes of this definition, “control” means the legal power to direct or cause direction of the general management of the corporation, partnership, or other legal entity. Affiliates of Customer are **“Customer Affiliates”** and Affiliates of ThoughtSpot are **“ThoughtSpot Affiliates.”**
- 1.3. **“Agreement”** means the Order Form between ThoughtSpot and Customer and the subscription or license agreement referenced therein.
- 1.4. **“California Consumer Privacy Act”** or **“CCPA”** means the California Consumer Privacy Act of 2018, as may be amended from time to time.
- 1.5. **“Data Controller”** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of Processing of Personal Data.
- 1.6. **“Data Processor”** means the natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Customer, including as applicable any “service provider” as that term is defined by the CCPA.
- 1.7. **“Data Protection Law(s)”** means all applicable data protection and privacy laws regulating the Processing of Personal Data, including where applicable, EU & UK Data Protection Law, and the CCPA.
- 1.8. **“Data Subject”** means an identified or identifiable natural person.
- 1.9. **“EU & UK Data Protection Law”** means: (a) 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) (**“GDPR”**), and repealing Directive 95/46/EC; and (b) the GDPR as it forms part of United Kingdom law pursuant to Section 3 of the European Union (Withdrawal) Act 2018 (**“UK GDPR”**) and the Data Protection Act 2018.
- 1.10. **“Instructions”** means Customer’s documented Processing instructions issued to ThoughtSpot in compliance with this DPA.
- 1.11. **“Order Form”** means: (a) an order form or other ordering document signed by the authorized representatives of Customer and ThoughtSpot that specifies subscriptions or licenses purchased, corresponding pricing, and the Subscription Term, as well as the scope and price of consulting services purchased (if any); or (b) an online web form or in-application electronic ordering process initiated by Customer that references the Agreement.
- 1.12. **“Personal Data”** means any information relating to a Data Subject uploaded to ThoughtSpot Cloud as Administrative Information by or for Customer or Customer’s agents, employees, or contractors, including, but not limited to, the definition of **“personal information”** in the CCPA.
- 1.13. **“Process”** or **“Processing”** means any operation or set of operations which is performed upon Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.14. **“Standard Contractual Clauses”** or **“SCCs”** means together (i) **“EU SCCs”** means the standard contractual clauses for the transfer of personal data to third countries approved pursuant to Commission Decision (EU) 2021/914 of 4 June 2021, currently found at https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en and (ii) **“UK Addendum”** means the International Data Transfer Addendum issued by the Information Commissioner’s Office under s.119(A) of the UK Data Protection Act 2018, currently found at <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>.
- 1.15. **“Sub-Processor”** means any legal person or entity engaged in the Processing of Personal Data by ThoughtSpot.
- 1.16. **“Subscription Term”** means the term of authorized access to, or use of, ThoughtSpot Cloud as set forth in the Order Form.



- 1.17. “ThoughtSpot Cloud” means the ThoughtSpot software-as-a-service offering ordered by Customer under an Order Form or via a registration portal, sample data or data provided by ThoughtSpot, any updates and upgrades thereto, and any modifications, enhancements, or improvements, of any of the foregoing.

PART 1 – EU & UK DATA PROTECTION LAW

2. Scope of the Processing.

- 2.1. **Commissioned Processor.** As between ThoughtSpot and Customer, Customer is either the Data Controller of Personal Data, or in the case that Customer is acting on behalf of a third-party Data Controller, then a Data Processor, and ThoughtSpot will process Personal Data only as a Data Processor acting on behalf of Customer and, with respect to CCPA, as a “service provider” as defined therein. ThoughtSpot will comply with its obligations as a processor under EU & UK Data Protection Law.
- 2.2. **Instructions.** The Agreement constitutes Customer’s Instructions to ThoughtSpot for Processing of Personal Data. Customer may issue additional or alternate Instructions provided that such Instructions are: **(a)** consistent with the purpose and the scope of the Agreement; and **(b)** confirmed in writing by Customer. Customer is responsible for ensuring its Instructions to ThoughtSpot comply with Data Protection Laws. If Customer is itself a Processor acting on behalf of a third-party Controller, Customer warrants to ThoughtSpot that Customer’s Instructions and actions with respect to that Customer Personal Data, including its appointment of ThoughtSpot as another Processor, have been authorized by the relevant Controller. ThoughtSpot will have no liability for any harm or damages resulting from ThoughtSpot’s compliance with Instructions received from Customer. Where ThoughtSpot believes that compliance with Customer’s Instructions could result in a violation of Data Protection Laws or is not in the ordinary course of ThoughtSpot’s obligations in operating ThoughtSpot Cloud, ThoughtSpot shall promptly notify Customer thereof.
- 2.3. **Nature, Scope, and Purpose of the Processing.** ThoughtSpot shall only Process Personal Data in accordance with Customer’s Instructions and only to the extent necessary to provide ThoughtSpot Cloud as described in the Agreement and the Documentation.
- 2.4. **Compliance with Data Protection Laws.** The parties shall comply with all of their respective obligations under Data Protection Laws with respect to Personal Data.

3. Authorized Affiliates.

- 3.1. **Customer’s Affiliates.** The obligations of ThoughtSpot set forth herein will extend to Customer’s Affiliates to which Customer provides access to ThoughtSpot Cloud or whose Personal Data is Processed within ThoughtSpot Cloud, subject to the following conditions:
- 3.1.1. **Compliance.** Customer shall at all times be liable for its Affiliates’ compliance with this DPA and all acts and omissions by a Customer Affiliate are considered acts and omissions of Customer.
- 3.1.2. **Claims.** Except where applicable Data Protection Laws require the Affiliate to exercise a right or seek a remedy under this DPA directly against ThoughtSpot, in the event a Customer Affiliate wishes to assert a valid legal action, suit, claim or proceeding against ThoughtSpot (a “**Customer Affiliate Claim**”): **(a)** Customer must bring such Customer Affiliate Claim against ThoughtSpot on behalf of such Customer Affiliate; **(b)** all Customer Affiliate Claims will be considered claims made by Customer and are at all times subject to any aggregate limitation of liability set forth in the Agreement; and **(c)** the Customer that is the contracting party to the Agreement shall exercise any such rights under this DPA not separately for each Affiliate individually but in a combined manner for itself and all of its Affiliates together.
- 3.1.3. **Affiliate Audits.** The parties agree that the Customer that is the contracting party to the Agreement shall, when carrying out an onsite audit of the procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on ThoughtSpot and its Sub-Processors by combining, to the extent reasonably possible, several audit requests carried out on behalf of itself and all of its Affiliates in one single audit.
- 3.1.4. **Customer Affiliate Ordering.** If a Customer Affiliate purchased a separate subscription or license from ThoughtSpot under the terms of the Agreement between ThoughtSpot and Customer, then such Customer Affiliate will be deemed a party to this DPA and shall be treated as Customer under the terms of this DPA.
- 3.2. **Communication.** Unless otherwise provided in this DPA, all requests, notices, cooperation, and communication, including Instructions issued or required under this DPA (collectively, “**Communications**”), must be in writing and between Customer and ThoughtSpot only and Customer shall inform the applicable Customer Affiliate of any Communications from ThoughtSpot pursuant to this DPA. Customer shall be solely responsible for ensuring that any Communications (including Instructions) it provides to ThoughtSpot relating to Personal Data for which a Customer



Affiliate is Controller reflect the relevant Customer Affiliate's intentions.

4. Cooperation.

- 4.1. Requests from Authorities.** In the case of a notice, audit, inquiry or investigation by a government body, data protection authority or law enforcement agency regarding the Processing of Personal Data, ThoughtSpot shall promptly notify Customer unless prohibited by applicable law. Customer shall keep records of the Personal Data Processed by ThoughtSpot, and shall cooperate and provide all necessary information to ThoughtSpot in the event ThoughtSpot is required to produce such information to a data protection authority
- 4.2. Security Risk Assessment.** Customer agrees that in accordance with EU & UK Data Protection Law and before submitting any Personal Data to ThoughtSpot Cloud, Customer will perform an appropriate risk assessment to determine whether the security measures within ThoughtSpot Cloud provide an adequate level of security, taking into account the nature, scope, context and purposes of the processing, the risks associated with the Personal Data and the applicable Data Protection Laws. ThoughtSpot shall provide Customer reasonable assistance by providing Customer with information requested by Customer to conduct Customer's security risk assessment. Customer is solely responsible for determining the adequacy of the security measures within ThoughtSpot Cloud in relation to the Personal Data Processed. Customer may influence the scope and the manner of Processing of its Personal Data by its own implementation, configuration and use of ThoughtSpot Cloud, including third-party integrations and any other products or services offered by ThoughtSpot.
- 4.3. Requests from Data Subjects.** Customer is solely responsible for fulfilling any requests from Data Subjects regarding access, correction, rectification, erasure, or to transfer or port such Personal Data, within ThoughtSpot Cloud, as may be required under EU & UK Data Protection Law.
- 4.4. Data Protection Impact Assessments (DPIA).** ThoughtSpot will, on request, provide Customer with reasonable information required for Customer to carry out a data protection impact assessment for Processing of Personal Data within the Product.
- 4.5. ThoughtSpot Assistance.** ThoughtSpot will assist Customer in ensuring compliance with Customer's obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of Processing by providing Customer with reasonable information requested pursuant to the terms of this DPA, including information required to conduct Customer's security risk assessment. For clarity, Customer is solely responsible for carrying out its obligations under GDPR and this DPA. ThoughtSpot shall not undertake any task that can be performed by Customer.

5. International Data Transfers.

- 5.1. Transfer Mechanisms.** For any transfers by Customer of Customer Personal Data from the European Economic Area and its member states, United Kingdom and/or Switzerland (collectively, "**Restricted Countries**") to ThoughtSpot in a country which does not ensure an adequate level of protection (within the meaning of and to the extent governed by the applicable Data Protection Laws of the Restricted Countries) (collectively, "**Third Country**"), such transfers shall be governed by a valid mechanism for the lawful transfer of Customer Personal Data recognized under applicable Data Protection Laws, such as the Standard Contractual Clauses. For clarity, for transfers from the United Kingdom and Switzerland, references in the SCCs shall be interpreted to include applicable terminology for those jurisdictions (e.g., "Member State" shall be interpreted to mean "United Kingdom" for transfers from the United Kingdom).
- 5.2. Enforcement.** Any Standard Contractual Clauses executed by ThoughtSpot and Customer will only be enforceable against ThoughtSpot as integrated with this DPA and will form the entire agreement with regard to the Processing of Personal Data of the Customer unless the applicable EU & UK Data Protection Law to which the relevant Customer entity is subject requires that the Customer entity itself bring or be a party to such a claim. Any such Customer claim will at all times be subject to any aggregate limitation of liability that applies to the Customer under the Agreement. The existence of more than one claim will not enlarge this limit.
- 5.3. Standard Contractual Clauses with New Sub-Processors.** Where required under EU & UK Data Protection Law, ThoughtSpot or ThoughtSpot's Affiliates shall require Sub-Processors to abide by: **(a)** the Standard Contractual Clauses for Data Processors established in third countries; or **(b)** another lawful mechanism for the transfer of Personal Data as approved by the European Commission.
- 5.4. SCCs.** Each party agrees to abide by and transfer Customer Personal Data from the Restricted Countries in accordance with the SCCs, which are incorporated into this DPA by reference. Each party is deemed to have executed the SCCs by entering into this DPA and such details shall apply for the purposes of Table 1 of the UK Addendum.
- 5.4.1.** The below shall apply to the SCCs, including the election of specific terms and/or optional clauses as described



in more detail below, and any optional clauses not expressly selected are not included (including with respect to Table 2 of the UK Addendum):

5.4.1.1. The Module 2 terms apply to the extent Customer is a Data Controller and the Module 3 terms apply to the extent Customer is a Data Processor of the Customer Personal Data. The foregoing shall apply with respect to Table 2 of the UK Addendum;

5.4.1.2. The optional Clause 7 in Section I of the SCCs is incorporated, and Affiliates may accede to this DPA and the SCCs under the same terms and conditions as Customer, subject to Section 3.1 of this DPA via mutual agreement of the Parties. The foregoing shall apply with respect to Table 2 of the UK Addendum;

5.4.1.3. For purposes of Clause 9 of the SCCs, Option 2 (“**General written authorization**”) is selected and the process and time period for the addition or replacement of Sub-processors shall be as described in Section 6 (*Sub-Processors*) of this DPA. The foregoing shall apply with respect to Table 2 of the UK Addendum;

5.4.1.4. For purposes of Clause 13 and Annex 1.C of the SCCs, Customer shall maintain accurate records of the applicable Member State(s) and competent supervisory authority, which shall be made available to ThoughtSpot on request;

5.4.1.5. For purposes of Clause 14(c), Customer may subscribe to the Sub-Processor Site to receive notifications regarding updates to ThoughtSpot’s overview of relevant laws and practices of Third Countries;

5.4.1.6. For purposes of Clause 17 and Clause 18 of the SCCs, the Member State for purposes of governing law and jurisdiction shall be Ireland. Part 2, Section 15(m) and Part 2, Section 15(n) of the UK Addendum regarding Clause 17 and Clause 18 of the EU SCCs shall apply;

5.4.1.7. For purposes of Annex 1.A, the “data importer” shall be ThoughtSpot and the “data exporter” shall be Customer and any Affiliates that have acceded to the SCCs pursuant to this DPA. The foregoing shall apply with respect to Table 3 of the UK Addendum;

5.4.1.8. for purposes of the description of the transfer, it is as described in Appendix 1 to this DPA. The foregoing shall apply with respect to Table 3 of the UK Addendum;

5.4.1.9. for purposes of the description of the technical and organization measures, it is as described in Appendix 2 to this DPA. The foregoing shall apply with respect to Table 3 of the UK Addendum;

5.4.1.10. The Sub-processors shall be as described in Section 6 (*Sub-Processors*) of this DPA. The foregoing shall apply with respect to Table 3 of the UK Addendum; and

5.4.1.11. with respect to Table 4 of the UK Addendum, Customer may suspend or terminate the Processing of the Customer Personal Data by ThoughtSpot that is subject to UK GDPR at any time by deleting all such Customer Personal Data in the Product. Additionally, either Party may terminate the UK Addendum pursuant to Section 19 of the UK Addendum if, after a good faith effort by the Parties to amend this DPA to account for the approved changes and any reasonable clarifications to the UK Addendum, the Parties are unable to come to a mutual agreement.

6. Sub-Processors.

6.1. Use of Sub-Processors. Customer generally authorizes the engagement of Sub-Processors and specifically consents to those listed at <https://www.thoughtspot.com/legal/sub-processors> as of the Effective Date. For clarity, the execution of this DPA by Customer constitutes Customer’s general consent for ThoughtSpot’s engagement of onward Sub-Processors under the Standard Contractual Clauses.

6.2. Sub-Processor Obligations. ThoughtSpot will: **(a)** enter into a written agreement with each Sub-Processor imposing data protection obligations no less protective of Personal Data as ThoughtSpot’s obligations in this DPA to the extent applicable to the nature of the services provided by such Sub-Processor; and **(b)** remain liable for each Sub-Processor’s compliance with the obligations in this DPA. Upon written request, ThoughtSpot will provide Customer all relevant information it reasonably can in connection with its applicable Sub-Processor agreements where required to satisfy Customer’s obligations under Data Protection Laws.

6.3. Changes to Sub-Processors. ThoughtSpot will make available on its Sub-Processor site a mechanism for Customer to subscribe to notifications of new Sub-Processors. ThoughtSpot will provide such notification at least fourteen (14) days in advance of allowing the new Sub-Processor to Process Personal Data (the “**Objection Period**”). During the Objection Period, Customer may object in writing to ThoughtSpot’s appointment of the new Sub-Processor, provided that such objection is based on reasonable grounds relating to data protection. In such event, the parties will discuss Customer’s concerns in good faith with a view to achieving resolution. If Customer can reasonably demonstrate that the new Sub-Processor is unable to Process Personal Data in compliance with the terms of this DPA and ThoughtSpot cannot provide an alternative Sub-Processor, or the parties are not otherwise able to achieve resolution as provided in the preceding sentence, Customer, as its sole and exclusive remedy, may terminate the Order Form(s) with respect only to those aspects of ThoughtSpot Cloud which cannot be provided by ThoughtSpot without the use of the new



Sub-Processor by providing written notice to ThoughtSpot. ThoughtSpot will refund Customer any prepaid unused fees of such Order Form(s) following the effective date of termination effective under this Section 6.

PART 2 – GENERAL DATA PROTECTION OBLIGATIONS

7. Security.

7.1. Security Program. A comprehensive description of the security program supporting ThoughtSpot Cloud is available as incorporated into the Agreement as the ThoughtSpot Cloud Program Guide, including under its previous name the ThoughtSpot Subscription Service Program Guide (“**Program Guide**”). If the Program Guide is not incorporated into the Agreement for any reason, then the following terms will apply:

7.1.1. Data Security Measures. ThoughtSpot shall maintain appropriate technical and organizational safeguards designed to protect the security, confidentiality and integrity of Administrative Information, including any Personal Data contained therein. Customer acknowledges that ThoughtSpot’s data security measures are subject to technical progress and development and that ThoughtSpot may update or modify the security measures from time to time provided that such updates and modifications do not result in a material reduction in the commitments, protections or overall level of service provided to Customer.

7.1.2. Data Protection Contact. ThoughtSpot and its Sub-Processor Affiliates will respond to data protection inquiries throughout the duration of this DPA and can be contacted at privacy@thoughtspot.com.

7.1.3. No Assessment of Customer Personal Data by ThoughtSpot. ThoughtSpot shall have no obligation to assess the contents of Customer Personal Data to identify information subject to any specific legal requirements. Customer is responsible for reviewing the information made available by ThoughtSpot relating to data security and making an independent determination as to whether ThoughtSpot Cloud meets Customer’s requirements and legal obligations under Data Protection Laws.

7.1.4. Third-Party Certifications and Audits. ThoughtSpot has obtained third-party certifications and audits. Upon Customer’s written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement, ThoughtSpot will make available to Customer (provided that Customer is not a competitor of ThoughtSpot) or Customer’s independent, third-party auditor, as requested (provided that such auditor is not a competitor of ThoughtSpot) a copy of ThoughtSpot’s then most recent third-party audits or certifications, as applicable.

7.1.5. Breach Notification. ThoughtSpot will report to Customer any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Administrative Information (“**Breach**”) that it becomes aware of within seventy-two (72) hours following determination by ThoughtSpot that a Breach has occurred. ThoughtSpot’s notification of, or response to, a Breach will not be construed as an acknowledgement by ThoughtSpot of any fault or liability with respect to such Breach.

7.1.6. Breach Report. The initial report will be made to Customer’s security or privacy contact(s) designated in ThoughtSpot’s customer support portal (or if no such contact(s) are designated, to the primary contact designated by Customer). As information is collected or otherwise becomes available, ThoughtSpot shall provide without undue delay any further information regarding the nature and consequences of the Breach to allow Customer to notify relevant parties, including affected Data Subjects, government agencies and data protection authorities in accordance with EU & UK Data Protection Law. The report will include the name and contact information of the ThoughtSpot contact from whom additional information may be obtained. ThoughtSpot shall inform Customer of the measures that it will adopt to mitigate the cause of the Breach and to prevent future Breaches. Notwithstanding the foregoing, Customer acknowledges that because ThoughtSpot personnel cannot view the content of Personal Data, it will be unlikely that ThoughtSpot can provide information as to the particular nature of the Personal Data, or where applicable, the identities, number or categories of affected Data Subjects. Communications by or on behalf of ThoughtSpot with Customer in connection with a Breach shall not be construed as an acknowledgment by ThoughtSpot of any fault or liability with respect to the Breach. Customer will cooperate with ThoughtSpot in maintaining accurate contact information in the customer support portal and by providing any information that is reasonably requested to resolve any security incident, including any Breaches, identify its root cause(s) and prevent a recurrence. Customer is solely responsible for determining whether to notify the relevant supervisory authorities and impacted Data Subjects and for providing such notice.

7.1.7. Audit. No more than once per year and upon written request by Customer, Customer will have the right



directly or through its representative(s) (provided however, that such representative(s) shall enter into written obligations of confidentiality and non-disclosure directly with ThoughtSpot), to access all reasonable and industry recognized documentation evidencing ThoughtSpot's policies and procedures governing the security of Administrative Information ("**Audit**"). ThoughtSpot reserves the right to refuse to provide Customer (or its representatives) with any information which would pose a security risk to ThoughtSpot or its customers, or which ThoughtSpot is prohibited to provide or disclose under applicable law or contractual obligation. Any expenses incurred by Customer in connection with the Audit will be borne exclusively by Customer. Audits will be scheduled at least sixty (60) days in advance of taking place with Customer submitting a detailed proposed audit plan for ThoughtSpot approval at least two (2) weeks in advance of the proposed audit date describing the proposed scope, duration, and start date of the Audit. Audits may be subject to an added cost where the cost of the audit to ThoughtSpot exceeds 2% of the total annual contract commitment under the Agreement.

7.1.8. Audit Output. Upon completion of the Audit, ThoughtSpot and Customer may schedule a mutually convenient time to discuss the output of the Audit. ThoughtSpot may in its sole discretion, consistent with industry and ThoughtSpot's standards and practices, make commercially reasonable efforts to implement Customer's suggested improvements noted in the Audit to improve ThoughtSpot's security. The Audit and the results derived therefrom are Confidential Information of ThoughtSpot.

7.2. ThoughtSpot Personnel. Access to Personal Data by ThoughtSpot will be limited to personnel who require such access to perform ThoughtSpot's obligations under the Agreement, who are bound by obligations to maintain the confidentiality of such Personal Data at least as protective as those set forth herein and in the Agreement, and who have received appropriate training. ThoughtSpot will ensure that such confidentiality obligations survive the termination of the personnel engagement.

7.3. Customer Protection. Customer is responsible for its use of ThoughtSpot Cloud, including making appropriate use of ThoughtSpot Cloud to ensure a level of security appropriate to the risk in respect of the Administrative Information, securing its account and user credentials, managing its data back-up strategies, and protecting the security of Administrative Information when in transit to and from ThoughtSpot Cloud and taking any appropriate steps to pseudonymize, securely encrypt, or backup any Administrative Information.

8. General Obligations.

8.1. Confidentiality. Customer may only disclose the terms of this DPA to a supervisory authority to the extent required by Data Protection Laws, provided however, that any such disclosure shall be limited to the minimum information necessary to satisfy such disclosure requirement. Customer shall use commercially reasonable efforts to ensure that data protection or regulatory authorities do not make this DPA public.

8.2. Limitation of Liability. Notwithstanding anything to the contrary in the Agreement or this DPA, Customer's remedies with respect to any breach by ThoughtSpot of the terms of this DPA will be subject to any aggregate limitation of liability under the Agreement. If ThoughtSpot, Inc., ThoughtSpot EMEA Ltd. and ThoughtSpot India Private Limited are not a party to the Agreement, the section of the Agreement titled "Limitations of Liability" (or equivalent) will apply to ThoughtSpot, Inc., ThoughtSpot EMEA Ltd. and ThoughtSpot India Private Limited, and in such respect any references to ThoughtSpot will include ThoughtSpot, Inc., ThoughtSpot EMEA Ltd., ThoughtSpot India Private Limited and the ThoughtSpot entity who is party to the Agreement. Customer further agrees that any regulatory penalties assessed against ThoughtSpot in relation to Personal Data that arise as a result of, or in connection with, Customer's failure to comply with its obligations under this DPA or any applicable Data Protection Laws will count toward and reduce ThoughtSpot's liability under the Agreement as if it were liability to the Customer under the Agreement.

8.3. Termination. This DPA will terminate simultaneously and automatically with the termination of the Agreement or expiration of the Subscription Term where Customer does not renew.

8.4. Waivers and Modifications. A waiver of any right is only effective if it is in writing and only against the party who signed such writing and for the circumstances given. Any modification of this DPA must be in writing and signed by authorized representatives of both parties.



APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix 1 forms part of the Clauses and must be completed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix 1.

Data Exporter

The Data Exporter is the legal entity identified as the "Customer" in the Data Processing Addendum in place between data exporter and data importer and to which these Clauses are appended.

Data Importer

The Data Importer is the provider of search and AI-driven analytics Products in accordance with the Agreement.

Data Subjects

Data Exporter may submit Personal Data to the Product, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Prospects, customers, business partners and vendors of Customer (who are natural persons);
- Employees or contact persons of Customer's prospects, customers, business partners and vendors;
- Employees, agents, advisors, freelancers of Customer (who are natural persons); and/or
- Customer's Users authorized by Customer to use the Services.

Categories of Data

The Data Exporter may submit Personal Data as Administrative Information to the Product, the extent of which is determined and controlled by the Data Exporter in its sole discretion and which may include, but is not limited to, Personal Data relating to the following categories of Personal Data:

The types of Customer Personal Data are determined and controlled by Customer in its sole discretion, and may include, but are not limited to:

- Identification and contact data (name, address, title, contact details);
- Financial information (account details, payment information);
- Employment details (employer, job title, geographic location, area of responsibility); and/or
- IT information (IP addresses, usage data, cookies data, location data).

Special Categories of Data (if appropriate)

Customer may, subject to the restrictions set out in the Documentation, submit special categories of Personal Data to the Product, the extent of which is determined and controlled by Customer in its sole discretion, and which is for the sake of clarity Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade-union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

Processing Operations

The Data Importer will Process Personal Data in the provision of the Product and support thereof pursuant to the Agreement.



**APPENDIX 2
TO THE STANDARD CONTRACTUAL CLAUSES**

This Appendix 3 forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clause 4(d) and Clause 5(c) (or documents/legislation attached):

Data Importer maintains a written information security program of policies, procedures and controls as described in the Agreement, which is incorporated in this Appendix 2 by this reference.