



## 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.

If the parties entered into a data processing or data privacy addendum or similar agreement before the Effective Date (“**Prior DPA**”), the parties acknowledge and agree that this DPA will supersede and replace the Prior DPA as of the Effective Date.




This DPA incorporates by this reference the numbered sections below in Part 1 (*General Data Protection Obligations*) and, to the extent applicable, the numbered sections in Part 2 (*EU Data Protection Law*). Part 2 of this DPA (*EU Data Protection Law*) will only apply to Customer Personal Data within the scope of this DPA that is subject to EU Data Protection Law (defined below) and will apply in addition to (and not in substitution for) Part 1 of this DPA.

**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.

This DPA will not replace any comparable or additional rights relating to Processing of Customer Data contained in Customer's Agreement (including any existing data processing addendum to the Agreement).

CUSTOMER	THOUGHTSPOT
EACH ACTING UNDER DUE AND PROPER AUTHORITY, THE PARTIES EXECUTE THIS DPA AS OF THE EFFECTIVE DATE.	
Customer: _____ (include entity type, e.g., Inc., Ltd., etc.)	<b>ThoughtSpot, Inc.</b>
By: _____	By:  _____ 83DD80B307304EA...
Name: _____	Name: <u>Matthew Kelly</u>
Title: _____	Title: <u>General Counsel</u>
Effective Date: _____	Signature Date: <u>November 14, 2020   12:08 PST</u>
THOUGHTSPOT EMEA LTD.	THOUGHTSPOT INDIA PRIVATE LIMITED
By:  _____ 83DD80B307304EA...	By:  _____ 83DD80B307304EA...
Name: <u>Matthew Kelly</u>	Name: <u>Matthew Kelly</u>
Title: <u>Director</u>	Title: <u>Director</u>
Signature Date: <u>November 14, 2020   12:08 PST</u>	Signature Date: <u>November 14, 2020   12:08 PST</u>



## PART 1 – GENERAL DATA PROTECTION OBLIGATIONS

### 1. Definitions.

- 1.1. **“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.”**
- 1.2. **“Agreement”** means the Order Form or other signed ordering document, as applicable, between ThoughtSpot and Customer and the referenced subscription or license agreement.
- 1.3. **“Consulting Services”** means user assistance, consulting, and training services provided by ThoughtSpot.
- 1.4. **“Customer Data”** will have the meaning set forth in the Agreement.
- 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.
- 1.7. **“Data Protection Law”** means all applicable data protection and privacy laws regulating the Processing of Personal Data, including where applicable, EU Data Protection Law.
- 1.8. **“Data Subject”** means an identified or identifiable natural person.
- 1.9. **“EU Data Protection Law”** means 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.
- 1.10. **“Instructions”** means Customer’s documented data Processing instructions issued to ThoughtSpot in compliance with this DPA.
- 1.11. **“Model Clauses”** will have the meaning set forth in Section 11.1 herein.
- 1.12. **“Order Form”** means an ordering document or similar agreement signed by the authorized representatives of Customer and ThoughtSpot that specifies: **(a)** subscriptions or licenses purchased, their prices, and their term of use; and **(b)** the scope and price of Consulting Services purchased (if any).
- 1.13. **“Personal Data”** means any information relating to a Data Subject uploaded to the Product as Customer Data by or for Customer or Customer’s agents, employees, or contractors.
- 1.14. **“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.
- 1.15. **“Product”** means the ThoughtSpot search analytics software application, either accessed as a software-as-a-service offering via web access or as a downloaded application, as made available by ThoughtSpot to customer under an Order Form.
- 1.16. **“Sub-Processor”** means any legal person or entity engaged in the Processing of Personal Data by ThoughtSpot.
- 1.17. **“Subscription Term”** means the term of authorized access to, or use of, the Product as set forth in the Order Form.

### 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 shall process Personal Data only as a Data Processor acting on behalf of Customer.
- 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.



- 2.3. **Nature, Scope, and Purpose of the Processing.** ThoughtSpot shall only Process Personal Data in accordance with Customer's Instructions and to the extent necessary for providing the Product and any Consulting Services, each as described in the Agreement. Customer acknowledges that all Personal Data it instructs ThoughtSpot to Process for the purpose of providing the Consulting Services must be limited to the Customer Data Processed within the Product.
- 2.4. **Categories of Personal Data and Categories of Data Subjects.** Customer may submit Personal Data to the Product as Customer Data, the extent of which is determined and controlled by Customer in its sole discretion.

### 3. Customer.

- 3.1. **Compliance with Data Protection Laws.** Customer shall comply with all of its obligations under Data Protection Laws when Processing Personal Data.
- 3.2. **Customer's Affiliates.** The obligations of ThoughtSpot set forth herein will extend to Customer's Affiliates to which Customer provides access to the Product or whose Personal Data is Processed within the Product, subject to the following conditions:
- 3.2.1. **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;
- 3.2.2. **Claims.** Customer's Affiliates will not bring a claim 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 directly against ThoughtSpot on behalf of such Customer Affiliate, unless Data Protection Laws require that Customer Affiliate be party to such Customer Affiliate Claim; and (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
- 3.2.3. **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.
- 3.3. **Communication.** Unless otherwise provided in this DPA, all requests, notices, cooperation, and communication, including Instructions issued or required under this DPA (collectively, "**Communication**"), must be in writing and between Customer and ThoughtSpot only and Customer shall inform the applicable Customer Affiliate of any Communication 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. ThoughtSpot.

- 4.1. **Customer's Instructions.** 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 the Product or delivering Consulting Services, ThoughtSpot shall promptly notify Customer thereof. Customer acknowledges that ThoughtSpot is reliant on Customer's representations regarding the extent to which Customer is entitled to Process Personal Data.
- 4.2. **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 and 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.
- 4.3. **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.

### 5. Security.

- 5.1. **Data Security Measures.** ThoughtSpot shall maintain appropriate technical and organizational safeguards designed to protect the security, confidentiality and integrity of Customer Data, 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.



- 5.2. **Data Protection Contact.** ThoughtSpot and its Sub-Processor Affiliates (defined below) will respond to data protection inquiries throughout the duration of this DPA and can be contacted at [privacy@thoughtspot.com](mailto:privacy@thoughtspot.com).
- 5.3. **Customer Responsibilities.** Customer is responsible for its use of the Product, including making appropriate use of the Product to ensure a level of security appropriate to the risk in respect of the Customer Data, securing its account and user credentials, managing its data back-up strategies, and protecting the security of Customer Data when in transit to and from the Product and taking any appropriate steps to pseudonymize, securely encrypt, or backup any Customer Data.
- 6. Customer Monitoring Rights.**
- 6.1. **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 Customer Data ("**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.
- 6.2. **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. International Data Transfers.**
- 7.1. **Data Transfer.** ThoughtSpot may Process Customer Data anywhere in the world where ThoughtSpot or its Affiliates maintain data processing operations in connection with provision of the Product (including technical support) or Consulting Services. ThoughtSpot will at all times provide appropriate safeguards for the Customer Data wherever it is processed.
- 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 Law, 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.** 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 (or License Term, per the Order Form) 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.



## PART 2 – EU DATA PROTECTION LAW

### 9. Customer.

- 9.1. **Compliance with EU Data Protection Law.** Customer shall comply with all of its obligations under EU Data Protection Law when Processing Personal Data.
- 9.2. **Security Risk Assessment.** Customer agrees that in accordance with EU Data Protection Law and before submitting any Personal Data to the Product, Customer will perform an appropriate risk assessment to determine whether the security measures within the Product 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 the Product 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 the Product, including third-party integrations and any other products or services offered by ThoughtSpot.
- 9.3. **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 the Product, as may be required under EU Data Protection Law.

### 10. ThoughtSpot.

- 10.1. **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.
- 10.2. **Prior Consultation.** ThoughtSpot shall provide reasonable assistance upon Customer's request and at Customer's expense, in connection with any prior consultation Customer is required to undertake with a supervisory authority under Data Protection Laws with respect to Processing of Personal Data in the Product.
- 10.3. **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.

### 11. International Data Transfers.

- 11.1. **Standard Contractual Clauses.** Customer and ThoughtSpot agree that Customer and relevant Sub-Processor Affiliates will execute the Standard Contractual Clauses attached hereto as Attachment 1 ("**Model Clauses**") for the transfer of Personal Data from the European Economic Area ("**EEA**"). The parties agree that the Model Clauses and the terms in this Section 11.1 will only apply to the Processing of Personal Data by Affiliate Sub-Processors (collectively, the "**Data Importer**") in the course of providing the Product and Consulting Services as clarified herein below. The Model Clauses as clarified by this Section 11 apply to: (a) the Customer entity that has executed the Model Clauses as a data exporter if Customer is established within the EEA or Switzerland, or the Customer Affiliate that has executed the Model Clauses as a data exporter if such Customer Affiliate is established within the EEA or Switzerland; and (b) all other Affiliates of Customer established within the EEA or Switzerland that have either purchased the Product or have authorized access to the Product (each entity qualifying under subsections (a) and (b), a "**Data Exporter**").
- 11.2. **Clause 5(a).** In accordance with Section 2.2 (*Instructions*) of this DPA, Data Importer shall Process Personal Data on Data Exporter's behalf and only in accordance with Data Exporter's Instructions. The parties agree that Data Exporter's complete Instructions are set forth in the Agreement.
- 11.3. **Clause 5(f) and Clause 12(2).** Data Exporter may exercise its monitoring rights set forth in Section 6 (*Customer Monitoring Rights*) of this DPA.
- 11.4. **Clause 5(h); Clause 5(j); and Clause 11(1).** Data Exporter authorizes Data Importer to engage Sub-Processors appointed in accordance with Section 13 (*Sub-Processors*) to support the provision of the Product and to deliver Consulting Services as described in the Agreement.
- 11.5. **Communication Under the Model Clauses.** The parties agree that all notices, requests, monitoring rights required



under the Model Clauses must be provided, as applicable, to the Customer and the ThoughtSpot entity that are parties to the Agreement. Customer shall at all times be responsible for the Data Exporter's compliance with the Model Clauses.

- 11.6. **Enforcement.** Data Exporter(s) may enforce the terms of this DPA against Data Importer, provided however, that the Customer must bring any valid legal action, suit, claim or proceedings which that Data Exporter would otherwise have if it were a party to this DPA (each a "**Data Exporter Claim**") directly against Data Importer on behalf of such Data Exporter, unless the applicable EU Data Protection Law to which the relevant Data Exporter is subject requires that the Data Exporter itself bring or be a party to such Data Exporter Claim. Any Model Clauses executed by Data Importer and Data Exporter will only be enforceable against Data Importer as integrated with this DPA and will form the entire agreement with regard to the Processing of Personal Data of such Data Exporter. Any such Data Exporter 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.
- 11.7. **Model Clauses with New Sub-Processors.** Where required under EU 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.

## 12. Breach Notification.

- 12.1. **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 Customer Data ("**Breach**") that it becomes aware of without undue delay 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.
- 12.2. **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 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.
- 12.3. **Customer Obligations.** 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.

## 13. Sub-Processors.

- 13.1. **Use of Sub-Processors.** Customer authorizes ThoughtSpot to engage Sub-Processors appointed in accordance with this Section 13 to support the provision of the Product and to deliver Consulting Services as described in the Agreement.
- 13.2. **ThoughtSpot Affiliates.** As of the Effective Date, ThoughtSpot engages, as applicable, the following ThoughtSpot Affiliates as Sub-Processors: ThoughtSpot, Inc. (USA); ThoughtSpot India Private Limited (India); and ThoughtSpot EMEA Ltd. (United Kingdom) (collectively, "**Affiliate Sub-Processors**"). ThoughtSpot will notify Customer of changes regarding such Affiliate Sub-Processors through ThoughtSpot's customer support portal (or other mechanism used to notify its general customer base). Each Affiliate Sub-Processors shall comply with the obligations of the Agreement in the Processing of the Personal Data.
- 13.3. **New Sub-Processors.** Prior to ThoughtSpot or Affiliate Sub-Processor engaging a Sub-Processor, ThoughtSpot shall: (a) notify Customer by email to Customer's designated contact(s) or by notification within the customer support portal (or other mechanism used to notify its customer base); and (b) ensure that such Sub-Processor has entered into a written agreement with ThoughtSpot (or the relevant ThoughtSpot Affiliate) requiring that the Sub-Processor abide by terms no less protective than those provided in this DPA. Upon written request by Customer, ThoughtSpot shall make a summary of the data processing terms available to Customer. Customer may request in writing reasonable additional information with respect to Sub-Processor's ability to perform the relevant Processing activities



in accordance with this DPA.

- 13.4. **Right to Object.** Provided Customer's objection is based upon reasonable grounds relating to data protection, Customer may object to ThoughtSpot's proposed use of a new Sub-Processor by notifying ThoughtSpot within ten (10) days after receipt of ThoughtSpot's notice if Customer reasonably determines that such Sub-Processor is unable to Process Personal Data in accordance with the terms of this DPA ("**Controller Objection Notice**"). ThoughtSpot shall notify Customer within thirty (30) days from receipt of the Controller Objection Notice if ThoughtSpot intends to provide the applicable Consulting Service or Product with the use of the Sub-Processor at issue, and Customer may terminate the applicable Order Form(s) with respect to the Consulting Service or Product that require use of the Sub-Processor at issue upon written notice to ThoughtSpot within forty-five (45) days of the date of Controller Objection Notice and, as Customer's sole and exclusive remedy, ThoughtSpot will refund to Customer any unused prepaid fees.
- 13.5. **Liability.** Use of a Sub-Processor will not relieve, waive or diminish any obligation ThoughtSpot has under the Agreement, and ThoughtSpot is liable for the acts and omissions of any Sub-Processor to the same extent as if the acts or omissions were performed by ThoughtSpot.



**Standard Contractual Clauses (processors)**

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

Name of data exporting organisation: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Other information needed to identify the organisation: \_\_\_\_\_

\*\*\*\*\*

(the data **exporter**)

**And**

Name of data importing organisation: ThoughtSpot, Inc.

910 Hermosa Court

Address: Sunnyvale, CA 94085, USA

Telephone: (800) 508-7008

Fax: (800) 508-7844

Email: privacy@thoughtspot.com

Other information needed to identify the organisation: Not applicable

Name of data importing organisation: ThoughtSpot EMEA Ltd.

1<sup>st</sup> Floor North, 1 Angel Court,

Address: London, EC2R 7HJ, England

Telephone: (800) 508-7008

Fax: (800) 508-7844

Email: privacy@thoughtspot.com

Other information needed to identify the organisation: Not applicable

Name of data importing organisation: ThoughtSpot India Private Limited

Indiqube – Orion (Building), 3rd Floor

24th Main Road, Garden Layout

2<sup>nd</sup> Sector, HSR Layout, Haralukunte Village

Bejur Hobli, Bangalore South Taluk

Bangalore, 560102, India

Address: (800) 508-7008

Telephone: (800) 508-7844

Fax: privacy@thoughtspot.com

Email: Not applicable

Other information needed to identify the organisation: Not applicable

\*\*\*\*\*

(the data **importer**)

Each a “party”; together “the parties”,





HAVE AGREED on the following Contractual Cluses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

## **Clause 1**

### ***Definitions***

For the purposes of the Clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on its behalf after the transfer in accordance with its instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with its instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

## **Clause 2**

### ***Details of the transfer***

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

## **Clause 3**

### ***Third-party beneficiary clause***

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e) and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2) and Clause 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2) and Clause 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clause 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so



expressly wishes and if permitted by national law.

#### **Clause 4**

##### ***Obligations of the data exporter***

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2 and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subjects as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

#### **Clause 5**

##### ***Obligations of the data importer***

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;



- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
  - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
  - (ii) any accidental or unauthorised access; and
  - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

## **Clause 6**

### ***Liability***

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or its subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

## **Clause 7**

### ***Mediation and jurisdiction***

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims



compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

- (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
- (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

#### **Clause 8**

##### ***Cooperation with supervisory authorities***

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

#### **Clause 9**

##### ***Governing law***

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

#### **Clause 10**

##### ***Variation of the contract***

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clauses.

#### **Clause 11**

##### ***Subprocessing***

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.



**Clause 12**

***Obligation after the termination of personal data processing services***

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

**On behalf of the data exporter:**

Name (written out in full):  
 Position:  
 Address:  
 Other information necessary in order for the contract to be binding (if any):

Signature .....

(stamp of organisation)

**On behalf of the data importer:**

Name (written out in full): Matthew Kelly  
 Position: General Counsel  
 Address: 910 Hermosa Court, Sunnyvale, CA 94085, USA  
 Other information necessary in order for the contract to be binding (if any): Not applicable.

Signature .....  
DocuSigned by:  
Matthew Kelly  
83D0B0B307304EA...

**On behalf of the data importer:**

Name (written out in full): Matthew Kelly  
 Position: Director  
 Address: 1st Floor North, 1 Angel Court, London EC2R 7HJ, England  
 Other information necessary in order for the contract to be binding (if any): Not applicable.

Signature .....  
DocuSigned by:  
Matthew Kelly  
83D0B0B307304EA...

**On behalf of the data importer:**

Name (written out in full): Matthew Kelly  
 Position: Director  
 Address: 3rd Floor, Indiqube - Orion (Building), 3rd Floor, 24th Main Rd, Garden Layout, 2nd Sector, HSR Layout, Haralukunte Village, Bejur Hobli, Bangalore South Taluk, Bangalore, 560102, India  
 Other information necessary in order for the contract to be binding (if any): Not applicable.

Signature .....  
DocuSigned by:  
Matthew Kelly  
83D0B0B307304EA...



## **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 (please specify briefly your activities relevant to the transfer):

The Data Exporter is the customer with access to the Product, which it will use to search or analyze its data either in the ThoughtSpot Cloud software-as-a-service or the ThoughtSpot Application software.

### **Data Importer**

The Data Importer is (please specify briefly your activities relevant to the transfer):

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

### **Data Subjects**

The personal data transferred concern the following categories of data subjects (please specify):

The Data Exporter may submit Personal Data as Customer Data 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 Data Subjects:

### **Categories of Data**

The personal data transferred concern the following categories of data (please specify):

The Data Exporter may submit Personal Data as Customer Data 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:

### **Special Categories of Data (if appropriate)**

The personal data transferred concern the following special categories of data (please specify):

The Data Exporter may submit Personal Data, including sensitive data, as Customer Data 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:

### **Processing Operations**

The personal data transferred concern the following basic processing activities (please specify):

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.

DATA EXPORTER	DATA IMPORTER
Customer: _____ <i>(include entity type, e.g., Inc., Ltd., etc.)</i>  By: _____  Name: _____  Title: _____  Effective Date: _____	<b>ThoughtSpot, Inc.</b> DocuSigned by: By:  _____ Name: <u>Matthew Kelly</u>  Title: <u>General Counsel</u>  Signature Date: <u>November 14, 2020   12:08 PST</u>
DATA IMPORTER	DATA IMPORTER
<b>ThoughtSpot EMEA Ltd.</b> DocuSigned by: By:  _____ Name: <u>Matthew Kelly</u>  Title: <u>Director</u>  Signature Date: <u>November 14, 2020   12:08 PST</u>	<b>ThoughtSpot India Private Ltd.</b> DocuSigned by: By:  _____ Name: <u>Matthew Kelly</u>  Title: <u>Director</u>  Signature Date: <u>November 14, 2020   12:08 PST</u>