Data Processing Addendum

This Data Processing Addendum ("***Addendum***"), applies to agreements between NodeBB Inc ("***NodeBB***"), and entities who subscribe for NodeBB's services and who are subject to Applicable Law ("***Subscriber***") (collectively referred to as the ***"Parties"***), sets forth the terms and conditions relating to the privacy, confidentiality and security of Personal Data (as defined below) associated with services to be rendered by NodeBB to Subscriber pursuant to the subscription agreement entered into between the Parties (the "***Master Agreement***").

I. Definitions

(A) ***"Applicable Law"*** means all applicable European Union ("EU") or national laws and regulations relating to the privacy, confidentiality, security and protection of Personal Data, including, without limitation: the European Union ("EU") General Data Protection Regulation 2016/679 ("GDPR"), with effect from 25 May 2018, and EU Member State laws supplementing the GDPR; the EU Directive 2002/58/EC ("e-Privacy Directive"), as replaced from time to time, and EU Member State laws implementing the e-Privacy Directive, including laws regulating the use of cookies and other tracking means as well as unsolicited e-mail communications.

(B) "***Data Controller***" means a person who alone or jointly with others determines the purposes and means of the Processing of Personal Data.

(C) "***Data Processor***" means a person who Processes Personal Data on behalf of the Data Controller.

(D) ***"Data Security Measures"*** means technical and organisational measures that are aimed at ensuring a level of security of Personal Data that is appropriate to the risk of the Processing, including protecting Personal Data against accidental or unlawful loss, misuse, unauthorised access, disclosure, alteration, destruction, and all other forms of unlawful Processing, including measures to ensure the confidentiality of Personal Data.

(E) ***"Data Subject"*** means an identified or identifiable natural person to which the Personal Data pertain.

(F) ***"Instructions"*** means this Addendum and any further written agreement or documentation through which the Data Controller instructs the Data Processor to perform specific Processing of Personal Data.

(G) "***Personal Data***" means any information relating to an identified or identifiable natural person Processed by NodeBB in accordance with Subscriber's Instructions pursuant to this Addendum; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to

one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

(H)   "**Personal Data Breach**" a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

(I)   "**Process**", "**Processed**", or "**Processing**" means any operation or set of operations performed upon Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

(J)   *"Services" means the services offered by NodeBB and subscribed for by Subscriber under the Master Agreement.*

(K)   *"Sub-Processor"* means the entity engaged by the Data Processor or any further Sub-Processor to Process Personal Data on behalf and under the authority of the Data Controller.

II.   Roles and Responsibilities of the Parties

(A)   The Parties acknowledge and agree that Subscriber is acting as a Data Controller, and has the sole and exclusive authority to determine the purposes and means of the Processing of Personal Data Processed under this Addendum, and NodeBB is acting as a Data Processor on behalf and under the Instructions of Subscriber.

(B)   Any Personal Data will at all times be and remain the sole property of Subscriber and NodeBB will not have or obtain any rights therein.

III.   Obligation of the NodeBB

NodeBB agrees and warrants to:

(A)   Process Personal Data disclosed to it by Subscriber only on behalf of and in accordance with the Instructions of the Data Controller and Annex 1 of this Addendum, unless NodeBB is otherwise required by Applicable Law, in which case NodeBB shall inform Subscriber of that legal requirement before Processing the Personal Data, unless informing the Subscriber is prohibited by law on important grounds of public interest. NodeBB shall immediately inform Subscriber if, in NodeBB's opinion, an Instruction provided infringes Applicable Law.

(B)   Ensure that any person authorised by NodeBB to Process Personal Data in the context of the Services is only granted access to Personal Data on a need-to-know basis, is subject to a duly

enforceable contractual or statutory confidentiality obligation, and only processes Personal Data in accordance with the Instructions of the Data Controller.

(C)   Not transfer Personal Data outside the country from which Subscriber or its Personnel originally delivered to NodeBB, or from which NodeBB otherwise accessed or obtained such Personal Data or, if it was originally delivered to a location inside the European Economic Area ("*EEA*") or Switzerland, outside the EEA or Switzerland), for Processing without the explicit written consent of Subscriber, which consent shall include those jurisdiction indicated in Annex 1. NodeBB shall enter into any written agreements as are necessary (in its reasonable determination) to comply with Applicable Law concerning any cross-border transfer of Personal Data, whether to or from NodeBB.

(D)   Inform Subscriber promptly and without undue delay of any formal requests from Data Subjects exercising their rights of access, correction or erasure of their Personal Data, their right to restrict or to object to the Processing as well as their right to data portability, and not respond to such requests, unless instructed by the Subscriber in writing to do so. Taking into account the nature of the Processing of Personal Data, NodeBB shall assist Subscriber, by appropriate technical and organisational measures and at Subscriber's cost, insofar as possible, in fulfilling Subscriber's obligations to respond to a Data Subject's request to exercise their rights with respect to their Personal Data.

(E)   Notify Subscriber immediately in writing of any subpoena or other judicial or administrative order by a government authority or proceeding seeking access to or disclosure of Personal Data. Subscriber shall have the right to defend such action in lieu of and on behalf of NodeBB. Subscriber may, if it so chooses, seek a protective order. NodeBB shall reasonably cooperate with Subscriber in such defense.

(F)   Provide reasonable assistance to Subscriber, at Subscriber's cost, in complying with Subscriber's obligations under Applicable Law.

(G)   Maintain internal record(s) of Processing activities, copies of which shall be provided to Subscriber by NodeBB or to supervisory authorities upon request. Such records must contain at least: (i) the name and contact details of NodeBB; (ii) the categories of Processing activities carried out under this Addendum; (iii) information on data transfers to a third country or a third party, where applicable; and (iv) a general description of the Data Security Measures implemented to protect Personal Data Processed under this Addendum.

IV.   Sub-Processing

(A)   NodeBB sub-processors are identified in Annex 1. NodeBB shall not share, transfer, disclose, make available or otherwise provide access to any Personal Data to any other third party, or contract any of its rights or obligations concerning Personal Data, unless NodeBB has entered into a written agreement with each such third party that imposes obligations on the third party that are the

same as those imposed on NodeBB under this Addendum. NodeBB shall only retain third parties that are capable of appropriately protecting the privacy, confidentiality and security of the Personal Data.

V.   Compliance with Applicable Laws

(A)   Each party covenants and undertakes to the other that it shall comply with all Applicable Laws in the use of the Services.

(B)   NodeBB shall in good faith negotiate any further data Processing agreement reasonably requested by Subscriber for purposes of compliance with the Applicable Law. In case of any conflict between this Addendum and the Master Agreement, this Addendum shall prevail with regard to the Processing of Personal Data covered by it.

VI.   Data Security

(A)   NodeBB shall develop, maintain and implement a comprehensive written information security program that complies with Applicable Law and good industry practice. NodeBB's information security program shall include appropriate administrative, technical, physical, organisational and operational safeguards and other security measures designed to (i) ensure the security and confidentiality of Personal Data; (ii) protect against any anticipated threats or hazards to the security and integrity of Personal Data; and (iii) protect against any Personal Data Breach, including, as appropriate:

   a) The pseudonymisation and encryption of the Personal Data;

   b) The ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services;

   c) The ability to restore the availability and access to the Personal Data in a timely manner in the event of a physical or technical incident; and

   d) A process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures adopted pursuant to this provision for ensuring the security of the Processing.

(B)   NodeBB shall supervise NodeBB personnel to the extent required to maintain appropriate privacy, confidentiality and security of Personal Data. NodeBB shall provide training, as appropriate, to all NodeBB personnel who have access to Personal Data.

(C)   Promptly upon the expiration or earlier termination of the Master Agreement, or such earlier time as Subscriber requests, NodeBB shall return to Subscriber or its designee, or at Subscriber's request, securely destroy or render unreadable or undecipherable if return is not reasonably feasible or desirable to Subscriber (which decision shall be based solely on Subscriber's written statement), each and every original and copy in every media of all Personal Data in NodeBB's, its affiliates' or their

respective subcontractors' possession, custody or control. Promptly following any return or alternate action taken to comply with this Clause VI(C), NodeBB shall provide to Subscriber a completed certificate certifying that such return or alternate action occurred. In the event applicable law does not permit NodeBB to comply with the delivery or destruction of the Personal Data, NodeBB warrants that it shall ensure the confidentiality of the Personal Data and that it shall not use or disclose any Personal Data after termination of this Addendum.

VII. Data Breach Notification

(A)   NodeBB shall promptly inform Subscriber in writing of any Personal Data Breach of which NodeBB becomes aware. The notification to Subscriber shall include all available information regarding such Personal Data Breach, including information on:
   a) The nature of the Personal Data Breach including where possible, the categories and approximate number of affected Data Subjects and the categories and approximate number of affected Personal Data records;
   b) The likely consequences of the Personal Data Breach; and
   c) The measures taken or proposed to be taken to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

NodeBB shall cooperate fully with Subscriber in all reasonable and lawful efforts to prevent, mitigate or rectify such Breach. NodeBB shall provide such assistance as required to enable Subscriber to satisfy Subscriber's obligation to notify the relevant supervisory authority and Data Subjects of a personal data breach under Articles 33 and 34 of the GDPR.

VIII. Audit

NodeBB shall on written request (but not more than once per year, other than in the event of a breach) make available to Subscriber all information necessary to demonstrate compliance with the obligations set forth in this Addendum and, at the Subscriber's expense, allow for and contribute to audits, including inspections, conducted by Subscriber or another auditor mandated by Subscriber. Upon prior written request by Subscriber (provided that it shall be not more than once per year other than in the event of a breach), NodeBB agrees to cooperate and, within reasonable time, provide Subscriber with: (a) audit reports and all information necessary to demonstrate NodeBB's compliance with the obligations laid down in this Addendum; and (b) confirmation that the audit has not revealed any material vulnerability in NodeBB's systems, or to the extent that any such vulnerability was detected, that NodeBB has fully remedied such vulnerability. NodeBB's failure to comply with this obligation shall entitle Subscriber to suspend the Processing of Personal Data Processed by NodeBB, and to terminate any further Processing of Personal Data, this Addendum and/or the Master Agreement, if doing so is required to comply with Applicable Law.

IX. Governing Law

To the extent required by Applicable Law, this Addendum shall be governed by the law of Ireland In all other cases, this Addendum shall be governed by the laws of the jurisdiction specified in the Agreement.

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ANNEX 1: SCOPE OF THE DATA PROCESSING

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This Annex forms part of the Data Processing Addendum between Subscriber and NodeBB.
The Processing of Personal Data concerns the following categories of Data Subjects:

Registered users on the individual NodeBB instances.
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The Processing concerns the following categories of Personal Data:

Authentication, general identification (username, profile attributes, etc.), computer device, IP address, location (as derived from IP address only).
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The Processing concerns the following categories of Sensitive Data:

Sensitive Data means Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, genetic data, biometric data, data concerning health, sex life or sexual orientation.

None.
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The Processing concerns the following categories of data Processing activities (<u>i.e.</u>, purposes of Processing):

Authentication and verification of user accounts. Moderation of posted content. General display of public profile information.
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NodeBB uses the following Sub-Processors:

Please see https://nodebb.org/gdpr/gdpr-subprocessors/ for a list of sub-processors
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NodeBB processes information in the following jurisdictions:

One of: New York, Amsterdam, Toronto, San Francisco, Singapore, London, Frankfurt, Bangalore

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Depending on data center the hosted NodeBB is installed into. Contact us for specific data center if necessary.

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