



## HACKERONE DATA PROCESSING ADDENDUM

**THIS HACKERONE DATA PROCESSING ADDENDUM ("DPA")** is entered into and made effective as of the date of the last signature below, (the "Effective Date"), by and between the customer specified in the table below ("Customer") and HackerOne Inc. ("HackerOne").

HackerOne:  HackerOne Inc.	Customer:
Entity type / incorporated in:  Delaware corporation	Entity type / incorporated in:
Registration number (where applicable):	Registration number (where applicable)::
Address:  180 Geary Street 5th Floor, San Francisco, CA 94108	Address:
	Legal Jurisdiction (for the purposes of relevant supervisory authority).
DPO / Contact for data protection inquiries:  Privacy Officer <a href="mailto:privacy@hackerone.com">privacy@hackerone.com</a>	DPO / Contact for data protection inquiries:

Each of Customer and HackerOne may be referred to herein as a "party" and together as the "parties".

### HOW TO EXECUTE THIS DPA:

1. This DPA consists of two parts: the main body of the DPA and the Exhibits A and B (where applicable) (including Appendices 1 and 2).
2. This DPA has been pre-signed on behalf of HackerOne. Exhibit A incorporating the relevant Standard Contractual Clauses have been pre-signed by HackerOne as the data importer.
3. To complete this DPA, Customer must:
  - (a) Complete the information in the table on page 1.
  - (b) Complete the information in the signature boxes and sign on page 7.
  - (c) Complete the information in the signature boxes of Exhibit A and sign on page 12.
4. Send the completed and signed DPA to HackerOne by email, indicating the Customer's Name (as set out on the applicable HackerOne Order Form or invoice), to [dpa@hackerone.com](mailto:dpa@hackerone.com).

**Upon receipt by HackerOne of Customer's validly completed DPA at this email address, this DPA will become legally binding.**

## RECITALS

- (A) HackerOne provides to Customer certain services ("**Services**") pursuant to one or more separate agreement(s) between the parties (each an "**Agreement**"). In connection with the Services, the parties anticipate that HackerOne may from time to time process certain Personal Data in respect of which the Customer or any member of the Customer Group (as defined below) may be a controller under Data Protection Laws.
- (B) The parties have agreed to enter into this **DPA** in order to ensure that adequate safeguards are put in place with respect to the protection of such Personal Data as required by the Data Protection Laws.

## Definitions

1.1 The following expressions are used in this DPA:

- (a) "**Adequate Country**" means a country or territory that is recognized under Data Protection Laws from time to time as providing adequate protection for Personal Data;
- (b) "**Affiliate**" means with respect to a party, any corporate entity that directly or indirectly, Controls, is Controlled by, or is under Common Control with such party (but only for so long as such Control exists);
- (c) "**Customer Group**" means Customer and any of its Affiliates;
- (d) "**Data Protection Laws**" means all privacy laws applicable to any Personal Data processed under or in connection with this agreement, including, without limitation, all privacy laws and regulations of the European Union, the EEA and their member states, Switzerland and the United Kingdom applicable to any Personal Data processed under or in connection with this DPA, including, without limitation, the General Data Protection Regulation 2016/679 (the "GDPR"), UK Data Protection Act 2018 and UK GDPR (as defined in the Data Protection Act), the Privacy and Electronic Communications Directive 2002/58/EC (as the same may be superseded by the Regulation on Privacy and Electronic Communications, ("ePrivacy Regulation")), all national legislation implementing or supplementing the foregoing and all associated codes of practice and other guidance issued by any applicable data protection authority, and the California Consumer Privacy Act of 2018 ("CCPA"), all as amended, re-enacted and/or replaced and in force from time to time;
- (e) "**Data Subject Request**" means a request from or on behalf of a data subject relating to access to, or rectification, erasure or data portability in respect of that person's Personal Data or an objection from or on behalf of a data subject to the processing of its Personal Data;
- (f) "**EEA**" means European Economic Area and Switzerland;
- (g) "**HackerOne Group**" means HackerOne and any of its Affiliates;
- (h) "**Standard Contractual Clauses**" means the Standard Contractual Clauses set out in Exhibit A and/or Exhibit B to this DPA, which forms a part of this DPA;
- (i) "**Personal Data**" means all data which is defined as 'Personal Data' under Data Protection Laws and which is provided by the Customer to HackerOne or accessed, stored or otherwise processed by HackerOne in connection with the Services;
- (j) "**UK IDTA Addendum**" or "**UK IDTA Addendum**" means the UK Addendum to the EU Commission Standard Contractual Clauses available at [ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf](https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf), issued by the UK Information Commissioner's Office (ICO); or (b) where that addendum is superseded, such terms as are approved or issued by the ICO to replace it; and
- (k) "**controller**", "**data subject**", "**processor**", and "**supervisory authority**" shall have the meanings ascribed to them in the Data Protection Laws.

1.2 An entity "**Controls**" another entity if it: (a) holds a majority of the voting rights in it; (b) is a member or shareholder of it and has the right to remove a majority of its board of directors or equivalent managing body; (c) is a member or shareholder of it and controls alone or pursuant to an agreement with other shareholders or members, a majority of the voting rights in it; or (d) has the right to exercise a dominant influence over it pursuant to its constitutional documents or pursuant to a contract; and two entities are treated as being in "**Common Control**" if either controls the other (directly or indirectly) or both are controlled (directly or indirectly) by the same entity.

## 2. Status of the parties

The type of Personal Data processed pursuant to this DPA and the subject matter, duration, nature and purpose of the processing, and the categories of data subjects are as described below:

- (a) **Subject Matter of the Processing:** HackerOne's provision of the Services to Customer.

- (b) **Nature and Purpose of the Processing:** collection, analysis, storage, duplication, deletion, and disclosure as necessary to provide the Services and as may be further instructed by Customer in writing.
  - (c) **Duration of Processing:** HackerOne will process the Personal Data for the duration of the Agreement, or until the data upon which processing is no longer necessary for the purposes of either party performing its obligations under the Agreement (to the extent applicable) unless otherwise agreed between the parties in writing.
  - (d) **Types of Data:** data relating to individuals provided to HackerOne via the Services, by (or at the direction of) Customer which may include but is not limited to: name, phone number, job title, address, email address, location, username, password, personal data found in vulnerability information and IP addresses. Subject to further instructions by Customer and agreement as to applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures, the Customer warrants that the transferred data will not include sensitive or special category personal data.
  - (e) **Categories of Data Subjects:** data subjects may include Customer's employees, contractors, agents, and affiliates about whom data is provided to HackerOne via the Services by (or at the direction of) Customer.
- 2.2 Each party warrants in relation to Personal Data that it will comply (and will procure that any of its personnel comply), with the Data Protection Laws. As between the parties, the Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which the Customer acquired Personal Data.
- 2.3 In respect of the parties' rights and obligations under this DPA regarding the Personal Data, the parties hereby acknowledge and agree that the Customer is the Controller and HackerOne is the Processor and accordingly HackerOne agrees that it shall process all Personal Data in accordance with its obligations pursuant to this DPA.
- 2.4 Each party shall appoint an individual within its organization authorized to respond from time to time to enquiries regarding the Personal Data and party shall deal with such enquiries promptly.

### 3. HackerOne obligations

3.1 With respect to all Personal Data, HackerOne shall:

- (a) only process the Personal Data in order to provide the Services and shall act only in accordance with
  - (i) this DPA and (ii) the Customer's written instructions;
- (b) in the unlikely event that applicable law requires HackerOne to process Personal Data other than pursuant to the Customer's instruction, HackerOne will notify the Customer (unless prohibited from so doing by applicable law);
- (c) as soon as reasonably practicable upon becoming aware, inform the Customer if, in HackerOne's opinion, any instructions provided by the Customer under Clause 3.1(a) infringe the GDPR or UK GDPR;
- (d) implement appropriate technical and organizational measures to ensure a level of security appropriate to the risks that are presented by the processing, in particular protection against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data. Such measures include, without limitation, the security measures set out at <https://www.hackerone.com/terms/security>;
- (e) take reasonable steps to ensure that only authorized personnel have access to such Personal Data and that any persons whom it authorizes to have access to the Personal Data are under obligations of confidentiality;
- (f) as soon as reasonably practicable upon becoming aware, notify the Customer of any actual or alleged material incident of unauthorized or accidental disclosure of or access to any Personal Data by any of its staff, sub-processors, or any other identified or unidentified third party (a "Security Breach");
- (g) promptly provide the Customer with reasonable cooperation and assistance in respect of a Security Breach and all reasonable information in HackerOne's possession concerning the Security Breach insofar as it affects Customer and/or any member of a Customer Group, including the following:
  - (i) the possible cause and consequences of the Security Breach;
  - (ii) the categories of Personal Data involved;
  - (iii) a summary of the possible consequences for the relevant data subjects;
  - (iv) a summary of the unauthorized recipients of the Personal Data; and

- (v) the measures taken by HackerOne to mitigate any damage;
- (h) promptly notify the Customer if it receives a Data Subject Request. HackerOne shall not respond to a Data Subject Request received by HackerOne without the Customer's prior written consent except to confirm that such request relates to the Customer to which the Customer hereby agrees. To the extent Customer does not have the ability to address a Data Subject Request, HackerOne shall upon the Customer's request provide reasonable assistance to facilitate a Data Subject Request to the extent HackerOne is able to consistent with applicable law provided the Customer shall pay HackerOne's charges for providing such assistance, at HackerOne's then-current professional services rates;
- (i) as soon as reasonably practicable following termination or expiry of the Agreement or completion of the Services, upon Customer's written request, , HackerOne will delete or return to the Customer (at the Customer's direction) all Personal Data (including copies thereof) for which HackerOne is the Processor and that is processed pursuant to this DPA, save that this requirement shall not apply to the extent that Personal Data exists within back-ups where such data is put beyond practicable use and deleted in accordance with HackerOne's separate retention timeframes for archival media.
- (j) provide such assistance as the Customer reasonably requests (taking into account the nature of processing and the information available to HackerOne) to Customer in relation to the Customer's obligations under Data Protection Laws with respect to:
  - (i) data protection impact assessments (as such term is defined in applicable Data Protection Laws);
  - (ii) notifications to the supervisory authority under Data Protection Laws and/or communications to data subjects by the Customer in response to any Security Breach; and
  - (iii) the Customer's compliance with its obligations under the applicable Data Protection Laws with respect to the security of processing;

provided the Customer shall pay HackerOne's charges for providing the assistance in clause 3.1(j), at HackerOne's then-current professional services rates.
- (k) HackerOne acknowledges that it does not receive any Customer Personal Data as consideration for any products or services that HackerOne provides to Customer. HackerOne shall not sell any Customer Personal Data as the term "selling" is defined in the CCPA or similar or equivalent applicable privacy laws and agrees to refrain from any transfers of Customer Personal Data to or from a sub-processor that qualifies as "selling" under the CCPA or similar or equivalent privacy laws. Except as strictly necessary to provide the Services to Customer: (i) HackerOne shall not collect, share or use any Customer Personal Data; and (ii) shall not have, derive or exercise any rights or benefits from Customer Personal Data.

#### 4. Sub-processing

- 4.1 The Customer grants a general authorization (a) to HackerOne to appoint other members of HackerOne Group as sub-processors and (b) to HackerOne and other members of HackerOne Group to appoint third party data center operators, third party cloud services providers, and outsourced support providers as sub-processors to support the performance of the Services.
- 4.2 HackerOne will maintain a list of sub-processors at the following URL: <https://www.hackerone.com/terms/subprocessors>, will add the names of new and replacement sub-processors to the list prior to them starting sub-processing of Personal Data and shall provide a mechanism at such URL for Customer to obtain notice of such changes including any information necessary for the Customer to exercise its right to object. If the Customer has a reasonable objection to any new or replacement sub-processor, it shall notify HackerOne of such objections in writing within ten (10) days of the notification, and the parties will seek to resolve the matter in good faith. If HackerOne is reasonably able to provide the Services to the Customer in accordance with an Agreement without using the sub-processor and decides in its discretion to do so, then the Customer will have no further rights under this clause 4.2 in respect of the proposed use of the sub-processor. If HackerOne requires use of the sub-processor in its discretion and is unable to satisfy the Customer as to the suitability of the sub-processor or the documentation and protections in place between HackerOne and the sub-processor within sixty (60) days from the Customer's notification of objections, the Customer may within thirty (30) days of the end of the sixty (60) day period referred to above terminate the Agreement only in relation to the Services to which the proposed new sub-processor's processing of Personal Data relates or would relate by providing written notice to HackerOne having effect thirty (30) days after receipt by HackerOne. If the Customer does not provide a timely objection to any new or replacement sub-processor in accordance with this clause 4.2, Customer will be deemed to have consented to the sub-processor and waived its right to object. HackerOne may use a new or replacement sub-processor whilst the objection procedure in this clause 4.2 is in process.
- 4.3 HackerOne will ensure that any sub-processor it engages to provide an aspect of the Services on its behalf in connection with this DPA does so only on the basis of a written contract which imposes on such sub-processor terms substantially no less protective of Personal Data than those imposed on HackerOne in this DPA (the "Relevant Terms"). HackerOne shall procure the performance by such sub-processor of the Relevant Terms and shall be liable to the Customer for any breach by such person of any of the Relevant Terms.

#### 5. Audit and records

- 5.1 HackerOne shall, in accordance with Data Protection Laws, make available to the Customer such information in HackerOne's possession or control as the Customer may reasonably request with a view to demonstrating HackerOne's compliance with the obligations of

processors under Data Protection Law in relation to its processing of Personal Data.

5.2 The Customer may exercise its right of audit under Data Protection Laws, through HackerOne providing:

- (a) an audit report not older than 12 months by a registered and independent external auditor demonstrating that HackerOne's technical and organizational measures are sufficient and in accordance with an accepted industry audit standard (such as ISO 27001 or SSAE 18 SOC 2);and
- (b) additional information in HackerOne's possession or control to the UK Information Commissioner and/or an EU supervisory authority when it requests or requires additional information in relation to the data processing activities carried out by HackerOne under this DPA.

## 6. Data transfers

6.1 HackerOne makes available the transfer mechanisms which shall apply in the order of precedence set out below to the extent any Processing of Personal Data under this DPA takes place in any country outside the UK or EEA (except if in an Adequate Country):

- (i) **Standard Contractual Clauses** referred to at *Exhibit A* to this DPA apply to the Services, and HackerOne will comply with the obligations of the 'data importer' and the Customer will comply with the obligations of the 'data exporter'; or
- (ii) any other specifically approved safeguard for data transfers (as recognized under the Data Protection Laws) and/or a European Commission finding of adequacy and UK adequacy regulation.

In the event that the Services are covered by more than one transfer mechanism, the transfer of Personal Data will be subject to a single mechanism in accordance with the priority identified above.

6.2 The Customer acknowledges and accepts that the provision of the Services under the Agreement may require the processing of Personal Data by sub-processors in countries outside the UK and EEA from time to time

6.3 If, in the performance of this DPA, HackerOne transfers any Personal Data to a sub-processor (which shall include without limitation any Affiliates of HackerOne) and without prejudice to clause 4 where such sub-processor will process Personal Data outside the UK and EEA except if in an Adequate Country, HackerOne

shall in advance of any such transfer ensure that a legal mechanism to achieve adequacy in respect of that processing is in place such as:

- (a) the requirement for HackerOne to execute or procure that the sub-processor execute on behalf of the Customer Standard Contractual Clauses (or part thereof); or
- (b) the existence of any other specifically approved safeguard for data transfers (as recognized under the Data Protection Laws) and/or a European Commission finding of adequacy.

## 7. General

7.1 This DPA is without prejudice to the rights and obligations of the parties under any Agreement which shall continue to have full force and effect and shall apply solely to the extent that there is an existing Agreement between the parties. In the event of any conflict between the terms of this DPA and the terms of any Agreement, the terms of this DPA shall prevail so far as the subject matter concerns the processing of Personal Data. A material breach by HackerOne of this DPA shall be deemed a material breach of the Agreement.

7.2 Save where indicated in the Standard Contractual Clauses, this DPA does not confer any third-party beneficiary rights, it is intended for the benefit of the parties hereto and their respective permitted successors and assigns only, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

7.3 Without prejudice to the Standard Contractual Clauses, this DPA shall be governed by and construed in accordance with the laws of the country of territory stipulated for this purpose in the Agreement and each of the parties agrees to submit to the choice of jurisdiction as stipulated in the Agreement in respect of any claim or matter arising under this DPA.

7.4 This DPA is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions and agreements between the parties with respect to such subject matter. Other than in respect of statements made fraudulently, no other representations or terms shall apply or form part of this DPA. No modification of, amendment to, or waiver of any rights under the DPA will be effective unless in writing and signed by an authorized signatory of each party. This DPA may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Each person signing below represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this DPA. Each party represents and warrants to the other that the execution and delivery of this DPA, and the performance of such party's obligations hereunder, have been duly authorized and that this DPA is a valid and legally binding agreement on each such party, enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused this DPA to be executed as of the Effective Date by their duly authorized representatives.

HACKERONE: *Tilly McAdden*

CUSTOMER:

By:

By:

Name: Tilly McAdden

Name: \_\_\_\_\_

Title: AGC

Title: \_\_\_\_\_

Date: 11 / 01 / 2022

Date: \_\_\_\_\_

**SIGNATURE PAGE TO DATA PROCESSING ADDENDUM**

## Exhibit A

### Standard Contractual Clauses [\(including the UK IDTA Addendum\)](#)

#### Part 1 - Introduction

To the extent any Processing of Personal Data by HackerOne under the DPA to which this Exhibit relates takes place in any country outside the UK or EEA (except if in an Adequate Country) this Exhibit (the “**Standard Contractual Clauses**”) shall apply to the Services and be incorporated into and form part of the DPA, where HackerOne is the ‘Data Importer’ and the Customer is the ‘Data Exporter.’

Where this Exhibit applies and the transfer of Personal Data to HackerOne by Customer is subject to the laws of: (a) the European Economic Area or Switzerland, Part 3 applies; and/or (b) the United Kingdom, Part 3 and Part 4 applies. Parts 1, 2, 5 and 6 apply in both cases.

As between the Data Exporter and the Data Importer, the limitations and exclusions of liability set out in the services agreement that governs the provision of services by the Data Importer and/or its affiliate(s) to the Data Exporter (including payment services, and associated analytics and business services) apply to the Clauses entered into herein, to the extent that such limitations and exclusions do not contradict or undermine the liability regime or allocation of responsibility anticipated by the Clauses.

#### Part 2 – Details of the transfer

##### A. List of Parties

<u>Data importer</u>	
Name, Address, Registration Number, Contact Person, Role of Contact Person and Contact Person Contact details	HackerOne, details as set out at the head of the DPA.
Activities relevant to the data transferred under the Standard Contractual Clauses	Provision of the Services.
Role	Processor
<u>Data exporter</u>	
Name, Address, Registration Number, Contact Person, Role of Contact Person and Contact Person Contact details	Customer, details as set out at the head of the DPA
Activities relevant to the data transferred under the Standard Contractual Clauses	Use of the Services provided by HackerOne.
Role	Controller

##### B. Description of Transfer

Categories of data subjects whose personal data is transferred	As set out in s.2 of the DPA.
Categories of personal data transferred	As set out in s.2 of the DPA.
Sensitive data transferred	None, subject to clause 2(d) of the DPA.
The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis)	Personal data is transferred on a continuous basis in accordance with the instructions of the Customer, for the Term of each Agreement (as defined in the DPA).
Nature of the processing	As set out in s.2 of the DPA.

Purpose(s) of the data transfer and further processing	The transfer of Personal Data enables HackerOne to provide the Services, as further set out in s.2 of the DPA.
The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period	The period for which HackerOne may retain and use the transferred Personal Data is as set out in the DPA.
For transfers to (sub-) processors, subject matter, nature and duration of the processing	As set out in s.2 of the DPA.

### C. Technical and organisational measures

Technical and organisational measures implemented by the Data Importer  (as per Annex 2 of the UK IDTA Addendum and Annex 2 of the EU SCCs)	Technical and organisational security measures are set out at <a href="https://www.hackerone.com/terms/security">https://www.hackerone.com/terms/security</a>  Technical and organisational measures by which HackerOne will provide assistance to the Customer in responding to data subjects' requests are set out at <a href="https://www.hackerone.com/privacy">https://www.hackerone.com/privacy</a>
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### **Part 3 (EU Standard Contractual Clauses) (processors)**

The Parties hereby agree to the terms in the Annex to the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (Text with EEA relevance), C/2021/3972, incorporating the terms of Module Two (controller to processor) ([https://eur-lex.europa.eu/eli/dec\\_impl/2021/914/oj](https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj)) ("EU SCCs").

The details of the data transfer and technical and organisational measures are set out at Part 2 and shall be deemed incorporated as Annex 1 and 2 of the EU SCCs respectively.

For the purpose of clause 9(a) EU SCCs OPTION 2 shall apply with notification time period of 10 days. For the purpose of clause 13(a) and Annex I.C. EU SCCs, if the Data Exporter is established in an EU Member State or has appointed a representative pursuant to Article 27(1) GDPR (which shall in each case be indicated in the details set out at the head of the DPA) then the competent supervisory authority shall be that of the country where the Data Exporter is established or where it has appointed such representative. Otherwise, if the Data Exporter is not established in an EU Member State and has not appointed a representative but the GDPR applies, the competent supervisory authority for the purpose of Clause 13 EU SCCs shall be identified at the head of the DPA.

For the purpose of clause 17 EU SCCs OPTION 2 shall apply and the agreed law shall be the law of the country identified in the details set out at the head of the DPA. For the purpose of clause 18(b) EU SCCs, the parties agree to the courts of the same country. The optional clause 7 (docking clause) shall be included in the EU SCCs.

### **Part 4 (UK International Data Transfer Addendum)**

The Parties hereby agree to the terms of the UK IDTA Addendum.

For the purposes of the UK IDTA Addendum and this DPA, the "Clauses" refers to the EU SCCs which are deemed to be dated and effective from the date of this Agreement and the UK IDTA Addendum shall be effective from the same date.

In respect of the Tables within the UK IDTA Addendum:

- A. Table 1: The head of this DPA sets out the required information;
- B. Table 2: Details of the EU SCCs are set out in Part 3;
- C. Table 3: The information required in respect of: (i) Annex 1A (List of Parties) is provided at Part 2(A) of this Exhibit; (ii) Annex 1B (Description of Transfer) is provided at Part 2(B) of this Exhibit, including by reference to the DPA; (iii) Annex II (Technical and Organisational Measures) is provided at Part 2(C) of this Exhibit; and
- D. Table 4: Exporter.



## **Part 5 (Additional Terms)**

### **(A) INTERPRETATION**

Without prejudice to the EU SCCs and UK IDTA Addendum, these additional terms set out the Parties' interpretation of their obligations under specific terms of the EU SCCs and UK IDTA Addendum. Where a Party complies with the interpretations set out in this Part 5, that Party shall be deemed by the other Party to have complied with its commitments under the EU SCC Clauses and, where applicable, the UK IDTA Addendum.

#### **1. Appointment of new sub-processors**

Pursuant to 9(a) EU SCCs, Data Exporter acknowledges and expressly agrees that Data Importer will appoint sub-processors in accordance with Section 4.1 of the DPA.

#### **2. Notification of new sub-processors and Objection Right for new sub-processors**

Pursuant to 9(a) EU SCCs, Data Exporter acknowledges and expressly agrees that Data Importer may engage new sub-processors as described in Section 4.2 of the DPA.

#### **3. Copies of sub-processor agreements**

The Parties agree that the requirement for copies of the sub-processor agreements for the purpose of audit or inspection (pursuant to 9(c) EU SCCs) may be met by way of the audit and records provisions at Section 5.2 of the DPA.

#### **4. Audit and Records**

Data Exporter acknowledges and agrees (unless otherwise required by law) that it exercises its audit right under 8.9(c) EU SCCs by instructing Data Importer to comply with the audit measures described in Section 5.2 of the DPA.

#### **5. Obligation after the termination of personal data-processing services**

Data Exporter agrees that the Data Importer may fulfil its obligation to return or destroy all the personal data on the termination of the provision of data-processing services under 8.5 EU SCCs by complying with the measures described in Section 4(i) of the DPA.

#### **6. Conflict**

In the event of any conflict or inconsistency between the DPA, the EU SCCs and UK IDTA Addendum, and this Exhibit, the EU SCCs and UK IDTA Addendum shall prevail.

### **(B) SUPPLEMENTARY CLAUSES**

#### **1. Non-receipt of directives under FISA Section 702 rep**

HackerOne represents and warrants that, as of the date of this contract, it has not received any national security orders of the type described in Paragraphs 150-202 of the judgment in the European Court of Justice Case C- 311/18, Data Protection Commissioner v Facebook Ireland Limited and Maximillian Schrems ("Schrems II").

#### **2. FISA Section 702 ineligibility rep**

HackerOne represents that to the best of HackerOne's knowledge, it is not eligible to be required to provide information, facilities, or assistance of any type under Section 702 of the Foreign Intelligence Surveillance Act ("FISA") because:

- (a) No court has found HackerOne to be the type of entity eligible to receive process issued under FISA Section 702: (i) an "electronic communication service provider" within the meaning of 50 U.S.C§ 1881(b)(4) or (ii) a member of any of the categories of entities described within that definition.
- (b) If HackerOne were to be found eligible for Section 702, which it believes it is not, it is nevertheless also not the type of provider that is eligible to be subject to Upstream collection ("bulk" collection) pursuant to FISA Section 702, as described in paragraphs 62 & 179 of the Schrems II judgment.

HackerOne will promptly notify the Data Exporter if the circumstances in this clause 2 change.

#### **3. Court-review safeguard**

HackerOne shall promptly assess, and use all reasonable legal mechanisms to challenge, any demands for data access through national security processes it receives in relation to data exporter's data as well as any non-disclosure provisions attached thereto.

To the extent available HackerOne will seek interim measures to suspend the effects of any such order or demand until a court has finally decided that it is lawful and effective. For the avoidance of doubt, HackerOne shall not disclose the personal data requested until required to do so under the applicable procedural rules and will provide only the minimum amount of information permissible when responding to such order, based on a reasonable interpretation of that order.

In the event such an order or demand is received, HackerOne shall, as far as is lawfully practicable: inform the requesting public authority of the incompatibility of any such order with the safeguards comprised in the Clauses and the resulting conflict of obligations on HackerOne; and simultaneously and as soon as reasonably possible, notify the data exporter and/or competent supervisory authority within the EEA or UK of the order.

**4. EO 12333 non-cooperation**

HackerOne represents that to the best of HackerOne’s knowledge, it is not required to take any action pursuant to U.S. Executive Order 12333.

**5. Notice of non-compliance**

HackerOne shall promptly notify the data exporter if HackerOne can no longer comply with the Standard Contractual Clauses and shall do so as far as practicable in advance to the receipt of personal data from the data exporter. Such notification shall take place without undue delay and within 72 hours of HackerOne determining that it can no longer (or will no longer be able to) comply. Under such circumstances (including, for the avoidance of doubt, where HackerOne is able to identify ahead of their implementation, any legal or policy developments which may lead to an inability to comply with obligations under the EU SCCs or UK IDTA Addendum) the data exporter hereby authorizes HackerOne to promptly secure or return, or delete or securely encrypt, all relevant personal data, without the need for further instructions from the data exporter.

**6. Further reassurance**

HackerOne:

- (a) Certifies that it has not purposefully created back doors or similar programming that could be used to access its systems and/or personal data; not purposefully created or changed its business processes in a manner which facilitates access to personal data or systems; and that national law or government policy does not require it to create or maintain back doors or to facilitate access to personal data or systems or for HackerOne to be in possession of or to hand over encryption keys in respect of personal data transferred under the Clauses.
- (b) Shall provide all assistance reasonably requested by the data exporter to support data subjects in exercising their rights and the data exporter shall provide all information, cooperation and assistance reasonable required by HackerOne to do so.

**Part 6 (Execution)**

By signing below, the Parties agree to the terms of this Exhibit A including the terms of the EU SCCs and UK IDTA Addendum.

**On behalf of the Data Exporter (legal entity identified as "Customer") in the DPA:**

Name (written out in full):

Position: **Authorised Signatory**

Address:

Date:

Signature:

**On behalf of the Data Importer (legal entity identified as "HackerOne Inc." In the DPA):**

Name (written out in full): **HackerOne Inc.**

Position: **Authorised Signatory**

Address: 548 Market Street, PMB 24734, San Francisco, CA 94104

Date: 11 / 01 / 2022

Signature:

A handwritten signature in black ink that reads "Tilly McAdden". The signature is written in a cursive, flowing style.

**SIGNATURE PAGE FOR EXHIBIT A**

<b>TITLE</b>	New DPA - to pre-sign
<b>FILE NAME</b>	New_Customer_DPA_...d_version (1).pdf
<b>DOCUMENT ID</b>	36f9c0141ab2a4bd623747503800bfa9a0f5a8c5
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Signed

---

## Document history



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**10 / 31 / 2022**

09:11:36 UTC-7

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SIGNED

**11 / 01 / 2022**

08:50:25 UTC-7

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 IP: 86.20.234.93



COMPLETED

**11 / 01 / 2022**

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The document has been completed.